

Northern Inyo County Local Hospital District
Board of Directors Regular Meeting
Wednesday February 20 2013; 5:30pm

Board Room<br>Birch Street Annex 2957 Birch Street, Bishop, CA

# DRAFT AGENDA <br> NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT BOARD OF DIRECTORS MEETING <br> February 20, 2013 at 5:30 P.M. <br> 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.

## Consent Agenda

3. Approval of the minutes of the January 16, 2013 regular meeting (action item).
4. Renewal of Security Officer Agreements for S. Day; J. Boyer; K. Nelsen; F. Gomez; J. Gustafson; D. Nolan (action items).
5. Renewal of Lead Officer Security Agreement for S. Day (action item).
6. Security report for December 2012 (information item).
7. Financial and Statistical Reports for the month of December 2012; John Halfen (action item).

- The month of December was not a good month for NIH. While we typically lose about 600K for the final two months of the year, it is still a shocker to see an 800 K loss in one month. December's loss stemmed from a shortfall of revenue, not unusual for December, and an over-budget condition in employee benefits to the tune of 450 K , due to a dramatic increase in healthcare costs - likely due to year-end medical care after the individual deductibles have been met. Maybe we will catch a break and this will mean lower costs in January and February.

8. Administrator's Report; John Halfen.
A. Orthopedic services update
C. Physician Recruiting Update
B. Kitchen Inspection
9. Chief of Staff Report; Robbin Cromer-Tyler, M.D.
A. Policy and Procedure approvals (action items):
10. Rural Health Clinic Provider Quality Assurance Policy
11. Rural Health Clinic Provider Peer Review Policy
12. Newborn Pulse Oximetry Screening Prior to Discharge
13. Preoperative EPT Testing Protocol
14. Lidocaine Anesthetic for Local Infiltration Prior To Peripheral Catheter Placement
15. Protocol for Intravenous Insulin Infusion (AK the Cleveland Clinic Protocol)
16. Pediatric Standards of Care and Routines
17. Standards of patient Care in the Perinatal Unit
B. Medical Staff Bylaws amendment; Credentialing Healthcare Practitioners in the Event of a Disaster (action item).
18. Old Business
A. Update on CEO Succession Plan and selection of a recruiting firm (action item).
B. Approval of the Hospice Program Business Plan (action item).
C. Approval of an Agreement between Pioneer Home Health Care, Inc; Northern Inyo County Local Hospital District; and Hospice of the Owens Valley (action item).
D. Ratification of Capital Lease with G.E. Financing for Phillips Monitoring System (action item).
19. New Business
A. Employee Incentive Store (action item).
B. Purchase of Zimmer power equipment for orthopedic surgeries, approximate cost $\$ 44,000$ (action item).
C. Renewal of MultiMedical Biomedical Services agreement (action item).
D. Renewal of Physician Income Guarantee and Practice Management Agreement for James Englesby, M.D. (action item).
E. Renewal of Rural Health Clinic Physician Staff Agreements for Tom Boo, M.D. and Stacey Brown, M.D. (action items).
F. Foundation for Excellence proposal (action item).
G. Approval of part-time orthopedic office space in Mono County (action item).
H. Disposition of Respiratory Therapy building (action item).
I. BidMed proposal for purchase and removal of old equipment (action item).
20. Reports from Board members on items of interest.
21. Opportunity for members of the public to comment on any items on this Agenda, and/or on any items of interest.
22. 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).
15. Return to open session, and report of any action taken in closed session.
16. Opportunity for members of the public to address the Board of Directors on items of interest.
17. Adjournment.

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CALL TO ORDER

PRESENT

ALSO PRESENT

ALSO PRESENT FOR RELEVANT PORTIONS

OPPORTUNITY FOR PUBLIC COMMENT

CONSENT AGENDA

ADMINISTRATOR'S REPORT

ORTHOPEDIC SERVICES UPDATE

SAFETY

PHYSICIAN
RECRUITMENT

The meeting was called to order at 5:30pm by John Ungersma M.D., President.

John Ungersma, M.D., President

M.C. Hubbard, Vice President

Denise Hayden, Secretary
D. Scott Clark, M.D., Treasurer

Peter Watercott, Member
John Halfen, Administrator
Robbin Cromer-Tyler, M.D., Chief of Staff
Douglas Buchanan, District Legal Counsel Sandy Blumberg, Executive Assistant

Dianne Shirley, R.N., Performance Improvement Coordinator
Doctor Ungersma asked if any members of the public would like to comment on any items of interest. No comments were heard.

The proposed consent agenda for this meeting contained the following items:

1. Approval of the minutes of the December 19, 2012 regular meeting (action item)
2. Approval of the financial and statistical reports for the month of November, 2012 (action item)
It was moved by M.C. Hubbard, seconded by Denise Hayden, and passed to approve the proposed consent agenda items as presented.

Mr. Halfen reported orthopedic surgeon Mark Robinson, M.D. will begin practicing essentially full-time at the Bishop orthopedic clinic no later than January $24^{\text {th }}$. Four of the employees formerly working in the Bishop office as employees of Mammoth Hospital will continue on as employees of Northern Inyo Hospital (NIH). Doctor Robinson continues to recruit for a second orthopedic surgeon to join the Bishop practice, which is now known as Sierra Crest Orthopedics and Neurology.

Mr. Halfen called attention to the Security report for the month of November 2012, which revealed no new Security issues of significance.

Mr. Halfen also reported that Administration continues to recruit for a second $\mathrm{OB} / \mathrm{Gyn}$ physician to join the practice of Lara Jeanine Arndal, M.D.. Roger Brecheen, M.D. is expected to provide locums $\mathrm{OB} / \mathrm{Gyn}$ coverage during the month of February, with the intent of possibly joining the practice full-time. Mr. Halfen additionally noted that Catherine Leja, M.D. is now practicing at NIH's Rural Health Clinic.

## REVENUE BOND REFINANCE

## ANTHEM BLUE CROSS

CHIEF OF STAFF REPORT

PROCEDURES AND PROTOCOLS

## OLD BUSINESS

CEO SUCCESSION
PLAN UPDATE

NEW BUSINESS
EMPLOYEE
CONCERNS, FAMILY AND MEDICAL LEAVE POLICIES

Mr. Halfen additionally reported that plans to refinance the Districts' 1998 revenue bonds at a lower interest rate are moving forward and should be finalized by the end of January. The refinance will save the District around $\$ 800,000$, and it is estimated that the bonds will be reissued at an interest rate of (approximately) 3.86 percent.

Mr. Halfen also stated he has signed a Letter of Intent for Anthem Blue Cross to become the hospital's preferred Managed MediCal Network. He has also signed letters of intent with two other insurance companies, but he expects Anthem Blue Cross to be designated as our preferred network.

Chief of Staff Robbin Cromer-Tyler, M.D. reported following careful review and approval by the appropriate committees, the Medical Executive Committee recommends approval of the following hospitalwide policies and procedures:

1. Standardized Procedures of NIH RHC nurse Practitioners:
a) Emergency Care Policy for the Nurse Practitioner
b) Laboratory and Diagnostic Testing
2. Protocols for NIH RHC Physician Assistants
a) Emergency Care Policy for the Rural Health Clinic Physician Assistant
b) Laboratory and Diagnostic Testing Policy for the Rural Health Clinic Physician Assistant
It was moved by Peter Watercott, seconded by Denise Hayden, and passed to approve all four procedures and protocols as requested.

Mr. Halfen stated that we have received proposals to conduct a Chief Executive Officer (CEO) search from three top-level recruiters. The Board will review those proposals and discuss them at the February regular meeting of the District Board. A question was asked regarding whether or not management or any members of the Board have experience with any of the three recruitment firms, and Mr. Halfen stated that B.E. Smith brought us Interim CNO Sharon Tourville, R.N., and he has also had a positive past experience with Korn Ferry. Doctor Clark stated that B.E. Smith has placed quite a few executives in small hospitals in the past, and it is his feeling that they may be a good option. Following brief discussion it was moved by Mr. Watercott, seconded by Ms. Hayden, and passed to table the selection of a CEO recruiter to the February meeting of the District Board, in order to allow the Board time to review the information received from the recruiters. Doctor Clark voted against waiting another month to choose a recruiter for the CEO search.

Doctor Ungersma then called attention to the agenda item involving employee concerns regarding the Hospital's Family and Medical Leave Policies. A sizeable group of NIH employees and members of the public were present to discuss this issue. At the outset, Mr. Watercott and Ms.

Hayden stated that as spouses of NIH employees, they would be required to recuse themselves from discussion of this topic. The following are the main points made regarding concerns about the hospital's existing leave policies:

- Donise Costello expressed her appreciation regarding being reinstated as an employee. She also stated her concern that employees were not informed that the 16 week leave policy would begin to be enforced, when a precedent of non-enforcement previously existed.
- The Hospital's existing leave policies are considered by many to be vague and in need of clarification.
- Allowed leave for per diem employees should be calculated differently than allowed leave for full-time employees.
- NIH Surgery Technician Chris Cauldwell stated she continues to delay needed surgery for fear of being separated from employment
- Statements were made to the effect that employee leave policies mandated by the government were originally created in order to protect the employee, not to force their termination.
- Many employees feel that if they are reinstated to employment following an extended medical leave of absence, their original start date should remain intact and should not be re-set.
- Long term employees feel they should receive consideration commensurate with their years of dedicated service to the hospital.
- Employees who are reinstated following an extended Family or Medical Leave of Absence (FMLA) do not want termination from employment shown on their permanent employment record.
- The employee Personnel Payroll Advisory Committee (PPAC) began discussion of leave policies in the past, and was working on revising them prior to meetings being suspended during the hospital move and during implementation of the hospital's new information system.
- Many surgeries and illnesses require a recovery time of more than 16 weeks. Considering that complications can also atise, perhaps the 16 week period of allowed leave should be extended or considered to be flexible.
- Employees with "old sick leave" and Paid Time Off (PTO) would like to be able to use it toward or in conjunction with their FMLA.
- Hospital leave policies have not been revised for over 10 years.
- Jennifer Scott, M.D. stated her concerns regarding liability issues for physicians when unforeseen complications arise that cause employees to be separated from employment for being absent from work longer than expected.
In response to inquiries from those present, Mr. Halfen explained that management began enforcing the 16 week maximum leave policy to prevent absent employees from remaining "on the books" for unreasonable amounts of time. Doctor Ungersma expressed his feeling that the


## RECONSIDERATION OF SEPARATION OF EMPLOYMENT

RELATIONSHIP BETWEEN DISTRICT BOARD AND PPAC COMMITTEE

G.E. WIRELESS<br>UPGRADE

existing policies are indeed vague, and should be revisited. It was noted that the PPAC Committee met during the last week, and that the Committee is working on presenting management with suggestions for possible revisions to NIH's existing leave policies. At the end of a lengthy discussion on this topic it was moved by M.C. Hubbard that for the calendar year 2013 employees who return to work following a leave longer than 16 weeks will be reinstated (and their separation expunged), with their original hire date remaining intact. The motion was passed by a vote of 3 yes's and 0 no's, with Mr. Watercott and Ms. Hayden abstaining from the vote. The PPAC Committee will now meet regularly to work toward coming to an agreement with management on leave policies, and the action taken by the Board will allow everyone until the end of 2013 to come up with a solution to this issue.

Doctor Ungersma then called attention to the agenda item regarding reconsideration of the separation of employment of Donise Costello, LVN. It was moved by Ms. Hubbard, seconded by Ms. Hayden, and passed (unanimously) to approve the reinstatement of Ms. Costello, with all five Board members voting.

NIH Surgery Technician and PPAC Committee Representative Nita Eddy spoke to the Board about the relationship between the PPAC Committee and the District Board of Directors, noting that she was speaking on behalf of herself and not on behalf of the PPAC Committee as a whole. She reviewed the role and history of the PPAC Committee, and also explained that hospital staff has been under a great deal of stress during the past year, having being faced with many challenges and changes as a result of the move into the new hospital and the change to a new Hospital Information System (HIS). She additionally stated her hope that hospital staff and management take this review of employee leave policies as an opportunity to work together and create something positive out of an unpleasant situation. She asked that the Board become more involved in the PPAC process, and possibly review regular reports from the PPAC Committee in an effort to become more informed on personnel issues and to improve communication between management and staff. Following further discussion, it was moved by Mr. Watercott, seconded by Ms. Hubbard, and passed to approve that the PPAC Committee make regular reports to the Board, and that the Board will review those reports on a regular basis.

Radiology Director Patty Dickson called attention to a proposal to approve a GE Healthcare Contract and purchase of a wireless upgrade for the hospital, in order to move existing hospital equipment to the new orthopedic and neurology clinic. Ms. Dickson explained that when Mammoth Hospital moved out of the orthopedic clinic they took their imagining equipment with them, and it is difficult for the clinic to operate

## DAISY FOUNDATION AWARDS

## NIH EMPLOYEE SURVEY

using the older NIH equipment they are now left with. Ms. Dickson stated after evaluating the available options the best option appears to be doing a digital radiographic upgrade for imaging room 2 , in order to move the computed radiography equipment in that room to the orthopedic clinic (at an approximate cost of $\$ 50,000$ to $\$ 70,000$ ). It was moved by Mr. Watercott, seconded by Ms. Hubbard and passed to approve the GE contract and upgrade to radiology equipment as requested.

Nursing Supervisor Lisa Erwin reported that management would like to participate in the Daisy Foundation award program, which recognizes employees for excellence in Nursing. Hospital management desires to increase its' level of employee recognition, and would like to implement the Daisy program and coordinate it with the Employee of the Month program for non-nursing employees. Ms. Erwin reviewed the history of the Daisy Foundation, which is well regarded by many professional nursing organizations. Ms. Erwin additionally invited the Board to participate in and support the Daisy Foundation program at NIH, also stating that this is an information item only, that does not require action.

Human Resources Director Georgan Stottlemyre introduced Vicki Bauer, who was in attendance to present her proposal to conduct a confidential employee satisfaction assessment for the District Board. Ms. Bauer distributed her resume and answered questions from the Board regarding her experience and qualifications to provide an assessment. Her proposal is to conduct a confidential employee satisfaction assessment for the Board, utilizing face-to-face interviews with a sampling of a minimum of 40 to 50 hospital employees. Ms. Bauer explained how she will keep employee input confidential, and it is her estimate that the assessment will cost the District $\$ 4,000$ to $\$ 7,000$ to complete. Following further discussion, Ms. Bauer stated she is enthusiastic about conducting the assessment and she offered to be paid only if the Board is happy with her final product. It was moved by Mr. Watercott, seconded by Ms. Hubbard, and passed to engage Ms. Bauer to conduct an employee satisfaction assessment with NIH employees, with payment for her services depending on Board acceptance of her final assessment. Doctor Clark voted against selecting Ms. Bauer to conduct the assessment.

Doctor Ungersma called attention to a hospital wide policy and procedure titled "Health and Safety - Post Offer Physical Examination and Annual Health Screening". The version of the policy presented includes an update and clarification of an existing policy which applies to preemployment physicals for incoming NIH employees. It was moved by Mr. Watercott, seconded by Ms. Hubbard, and passed to approve the updated policy and procedure as presented.

HOSPICE OF THE OWENS VALLEY PROPOSALS

Mr. Halfen addressed the subject of proposals regarding the Hospice of the Owens Valley, which included the following:

1. Potential Hospice merger with Pioneer Home Health Care
2. Discussion of decisions regarding location of the Hospice offices
3. Potential for NIH to develop and incorporate a Homecare and Hospice Division
4. Discussion of other potential roles the District might play in relation to the Hospice of the Owens Valley
Mr. Halfen stated it has become necessary to clarify the relationship between NIH and the Hospice of the Owens Valley (HOV), and to plan for the future of the Hospice. HOV has recently undergone a change of management, and is short of volunteers and in need of a plan to move forward into the future. Discussion followed, which included establishing that the modular building that currently houses the Hospice offices is, in fact, the property of the Hospital District. Current Hospice Director Caitlin Higginbotham and Pioneer Home Health Director Pat West were in attendance to discuss the possibility of a merger between the Hospice and Pioneer Home Health Care, which appears to possibly be in the best interest of the Hospice. Discussion of office space and reorganization took place, and Ms. Higginbotham stated that for legal reasons the Hospice can no longer operate as an auxiliary of Northern Inyo Hospital. At the conclusion of the discussion, Mr. Halfen asked the Board if they were inclined to favor the merger of Pioneer Home Health with the Hospice, or if they thought the details of aligning the Hospice and the Hospital closer should be pursued further. The Board expressed its' appreciation of the importance of Hospice services for our community, and felt that at this stage of discussion it appears it may benefit Hospice most to become aligned with Pioneer Home Health. The Board requested that Ms. West and Ms. Higginbotham work together to produce a business plan outlining the details of the possible merger, and return with that plan to a future meeting of the District Board. Mr. Watercott commented that Hospice workers and volunteers are truly special people, and that the work that they do is an invaluable form of patient care. Mr. Halfen then requested that the Board agree to continue to partially support the Hospice for a period of six months, in order to allow them time to reorganize in the way that will benefit them most. Following further discussion, it was moved by Doctor Clark, seconded by Ms. Hubbard, and passed to approve the hospital continuing to support the Hospice of the Owens Valley until $6 / 30 / 13$, and absorbing the cost of two full-time Hospice employees (FTE's) for that period of time.

CALIFORNIA SECTION 1115 WAIVER

Mr. Halfen called attention to a grant application proposal for delivery system reform under California's Section 1115 Waiver Delivery System Reform Incentive Pool program (DSRIP); which involves the Hospital District applying for 2.2 million dollar grant. Following brief discussion Doctor Clark voiced his objection to the part of the proposal regarding

POSSIBLE PURCHASE OF REAL PROPERTY

BOARD MEMBER REPORTS

OPPORTUNITY FOR PUBLIC COMMENT

CLOSED SESSION

ADJOURNMENT

John Ungersma, M.D., President
Attest:
Denise Hayden, Secretary

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## SECURITY SERVICES AGREEMENT PER DIEM EMPLOYMENT AGREEMENT

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

## PART I <br> RECITALS

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

## PART II AGREEMENTS

1. Duties of the Officer. The Officer shall:
a. Patrol areas, said areas will be designated from time to time, and will change from time to time. Patrol means to provide a visible, physical presence, to observe the areas for unsafe conditions, and to improve said conditions when practical.
b. Escort employees, patients and visitors to their cars as requested.
c. Assist District employees and other caregivers in transporting patients as required.
d. Provide information to the public as requested.
e. Restrict entrance of the public when called for.
f. Assist in the management of unruly patients, visitors, and general public.
g. Enforce District policy relative to restricted areas.
h. Assist patient transportation as requested.
i. Report to and adhere to the instructions of the Nursing Supervisor in charge.
j. Assist EMT's and ambulance personnel as requested.
k. Notify the appropriate agencies should a security problem arise warranting outside assistance.
2. Working Hours. The District will designate a "lead" Officer. Said Officer will construct and publish, on a monthly basis, the schedule for the remaining officers. Shifts will be for seven days a week, including holidays, for 10 to 12 hours, typically from 6 pm until 6 am . Each Officer will volunteer for shifts each month. Once agreed to and published, the Officer will be responsible, in the event he/she is unable to work a scheduled shift, to secure his/her replacement from the remaining contracted officers or notify the lead Officer or District Administrator of said deficiency. Repeated deficiencies will result in termination.
3. Uniforms. Officer will wear the prescribed uniform, which will consist of a District logoed shirt and black pants, provided by the District. The officer will also wear, if appropriately licensed/ permitted, guns, mace, pepper spray, handcuffs, and batons.
4. Background Checks, Annual Physical Examination. The Officer will submit to background checks as will be required by the District initially and from time to time, as well as annual physical examinations.
5. Compensation. The District will compensate the Officer for every tenth of an hour (6 minute increments) based on the base rate of $\$ 42.40$ per hour. No minimal number of shifts will be required by the District, but the number of shifts awarded to the Officer will be solely determined by the Lead Officer, in consultation with the District Administrator when necessary.
6. Benefits. There are no benefits of any kind, no provision for absence or sick pay, no pension, etc expressed or implied herein.
7. Notices and Termination. Each party agrees to accept notices at the addresses stated below. Either party may terminate this contract with 30 written notice to the other. District may terminate this contract immediately upon the arrest or conviction of the officer of any State, County, or Local Law/Ordinance or upon the Officer's loss of licensure/certification/permit that is required by this contract or the duties described herein.
8. Payment. Lead Officer will submit a roster of shifts worked for a given month by the fifth working day of the following month. Officer will clock in, be subject to all wage and hour regulations, and will be paid bi-weekly.
9. PER DIEM EMPLOYEE. Officer is at all times a Perdiem employee and subject to all the policies and regulations of all NIH employees.
10. Liability Insurance. District agrees to procure and maintain, throughout the term of this Agreement, at its sole expense, a policy of general liability insurance coverage with limits of at least $\$ 1,000,000$ for any one occurrence, and $\$ 3,000,000$ annual aggregate coverage per Officer. Said insurance will cover each officer within the scope of their duties.
11. Not Exclusive. It is specifically agreed and understood that Officer shall not be required to, nor is it anticipated that Officer will devote full time to District, it being understood that Officer may have additional agreements.
12. Assignment. Officer shall not assign, sell or transfer this Agreement or any interest therein without the consent of the District in writing first had and obtained. Notwithstanding any of the foregoing, it is understood and agreed that, in the event that Officer forms an alternative professional organization, duly authorized under the laws of this State to practice medicine, said alternative professional organization may be substituted in the place of Officers, with all of the rights and subject to all of the obligations of Officer under the terms of this Agreement. Said substitution shall be effected upon Officer giving written notice to District.
13. Term. The term of this Agreement shall be from February 24, 2013 to February 23, 2014, and continuing from month to month thereafter.
14. Amendment. This Agreement may be amended at any time by written agreement duly executed by both parties.
15. Attorney's Fees. In the event that suit is brought regarding the provisions of this Agreement or the enforcement thereof, the prevailing party shall be awarded its cost of suit and reasonable attorney's fees as a part of any Judgment rendered therein.

## DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY
John Halfen
Administrator

## OFFLCER:

Stephen Day<br>2235 Longview Drive<br>Bishop, CA 93514

# SECURITY SERVICES AGREEMENT LEAD OFFICER ADDENDUM 2-24-2013 

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

## PART I <br> RECITALS

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

## PART II AGREEMENTS

A. Duties of the Lead Officer: The Lead Officer shall:
a. Execute and be bound by all of the provisions of the Security Services Agreement, dated 2-24-2013, (hereinafter referred to "AGREEMENT"), or as amended and in force at the time, unless specifically precluded by terms in this agreement.
b. Recruit, retain, and screen for appropriateness, officers to perform the functions as described in the Agreement.
c. Ensure and enforce the contract terms of the Agreement.
d. Schedule all Officers for the shifts described in the Agreement, publish the Schedule with the NIH Administrator or his designee on a monthly basis, and notify NIH of any changes to the schedule.
e. Work a minimum of three shifts per month.
f. Meet with NIH officials from time to time to review the performance of the officers and discuss any needed changes in the duties required by the Agreement.
g. Ensure that all officers are appropriately licensed, registered, or certified to perform the duties they will perform.
h. Submit a completion schedule of shifts taken by officers each month and submit said schedule to NIH.
2. Compensation. NIH will compensate Officer at the rate of $\$ 1,500$ per month no later than the tenth of each month for that month.
3. Term. This agreement will run concurrent with the Agreement and be subject to said Agreement. Either Party may cancel this agreement by 30 days written notice to the other.

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

## DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY
John Halfen
Administrator

LEAD OFFICER: Stephen Day

BY $\qquad$

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## NORTHERN INYO HOSPITAL

## SECURITY REPORT

## DECEMBER 2012

## FACILITY SECURITY

Access security during this period revealed thirty five exterior doors found unsecure during those times when doors were to be secured. One interior door was located during this same time.

Eight Hospital vehicles were found open during this period of which, two were located with the keys inside.

HUMAN SECURITY
On December $4^{\text {th }}$, a problematic ED patient was found smoking in the room where he was being examined.

On December $13^{\text {th }}$, Security Staff was called to the ED for a confused patient.
On December $20^{\text {th }}$, California Department of Corrections presented with a prisoner, patient, that required a minor surgery. A CDC Guard maintained custody of this patient throughout his stay.

On December $22^{\text {nd }}$, through December $26^{\text {th }}$, Security Staff maintained snow and ice control during the evening and early morning hours.

On December $27^{\text {th }}$, Security Staff stood by with a disruptive ED patient.
On December $31^{\text {st }}$, Security Staff was called to the ED for an extremely intoxicated patient.
Security Staff provided Law Enforcement assistance on seven occasions this month. Two were for LAB BAC's.

Security stood by with five suspected 5150 patients this month.
Security provided thirty five patient assists this month.

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## Monthly Statement of Operations

 Dollars in $\mathbf{1 , 0 0 0}$ sFor Period: 6-2013 (12/01/2012-12/31/2012)
December MTD Budget YTD Actual YTD Budget

| Unrestricted Revenues, Gains \& Other Support |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Inpatient Service Revenue |  |  |  |  |
| Ancillary | 559 | 581 | 3,460 | 3,447 |
| Routine | 2,011 | 1,921 | 13,616 | 11,403 |
| Total Inpatient Service Revenue | 2,570 | 2,502 | 17,076 | 14,850 |
| Outpatient Service Revenue | 5,365 | 5,710 | 33,326 | 33,893 |
| Gross Patient Service Revenue | 7,935 | 8,212 | 50,402 | 48,743 |
| Less Deductions from Revenue |  |  |  |  |
| Patient Service Revenue Deductions | (197) | (179) | $(1,263)$ | $(1,061)$ |
| Contractual Adjustments | $(3,181)$ | $(3,026)$ | $(18,752)$ | $(17,960)$ |
| Prior Period Adjustments | 1 | 157 | 1,691 | 935 |
| Total Deductions from Patient Service Revenue | $(3,378)$ | $(3,047)$ | $(18,324)$ | $(18,085)$ |
| Net Patient Service Revenue | 4,557 | 5,165 | 32,079 | 30,658 |
| Other revenue | 20 | 28 | 621 | 165 |
| Transfers from Restricted Funds for Operating Exp | 102 | 98 | 612 | 584 |
| Total Other Revenue | 122 | 126 | 1,233 | 749 |
| Expenses: |  |  |  |  |
| Salaries and Wages | 1,809 | 1,800 | 10,580 | 10,683 |
| Employee Benefits | 1,599 | 1,119 | 7,171 | 6,643 |
| Professional Fees | 482 | 499 | 2,799 | 2,962 |
| Supplies | 500 | 527 | 3,002 | 3,126 |
| Purchased Services | 284 | 237 | 1,376 | 1,409 |
| Depreciation | 198 | 323 | 1,184 | 1,914 |
| Interest Expense | 184 | 186 | 1,138 | 1,102 |
| Bad Debts | 94 | 203 | 1,501 | 1,205 |
| Other Expense | 311 | 253 | 1,753 | 1,501 |
| Total Expenses | 5,461 | 5,146 | 30,503 | 30,545 |
| Operating Income (Loss) | (782) | 145 | 2,808 | 862 |
| Other Income: |  |  |  |  |
| District Tax Receipts | 42 | 45 | 254 | 264 |
| Partnership Investment Incomce |  | 4 |  | 23 |
| Grants and Other Contributions Unrestricted |  | 21 | 49 | 126 |
| Interest Income | 8 | 7 | 49 | 43 |
| Other Non-Operating Income | 3 | 3 | 41 | 19 |
| Net Medical Office Activity | (160) | (85) | (791) | (504) |
| 340B Net Activity | 58 | 47 | 212 | 280 |
| Non-Operating Income/Loss | (48) | 42 | (186) | 251 |
| Net Income/Loss | (829) | 188 | 2,622 | 1,113 |

## YTD Balance

Current Assets:
Cash and Equivaliants ..... \$1,770,906
Short-Term Investments ..... \$3,043,715
Assets Limited as to Use ..... $\$ 0$
Plant Replacement and Expansion Fund ..... \$2
Other Investments ..... \$1,178,290
Patient Receivable ..... \$37,769,475
Less: Allowances ..... \$-26,599,547
Other Receivables ..... $\$ 400,719$
Inventories ..... \$2,924,494
Prepaid Expenses ..... \$1,414,252
Total Current Assets ..... \$21,902,306
Internally Designated for Capital Acquistions ..... \$827,068
Special Purpose Assets ..... \$52,762
Revenue Bonds Held by a Trustee ..... \$1,879,356
Less Amounts Required to Meet Current Obligations ..... $\$ 0$
Assets Limited as to use ..... \$2,759,187
Long Term Investments ..... $\$ 100,000$
Property \& equipment, net Accumulated Depreciation ..... \$91,226,430
Unamortized Bond Costs ..... \$882,986
Total Assets ..... \$116,870,908

## YTD Balance

## Liabilities and Net Assets

Current Liabilities:
Current Maturities of Long-Term Debt ..... \$-474,094
Accounts Payable\$-1,177,988
Accured Salaries, Wages \& Benefits ..... \$-4,973,319
Accrued Interest and Sales Tax ..... \$-251,538
Deferred Income ..... \$-254,380
Due to 3rd Party Payors ..... \$-1,900,000
Due to Specific Purpose Funds ..... \$-1,042,482
Total Current Liabilites ..... $\$-10,073,800$
Long Term Debt, Net of Current Maturities ..... \$-49,857,747
Bond Premium ..... \$-1,299,197
Total Long Term Debt ..... \$-51,156,943
Net Assets
Unrestricted Net Assets ..... \$-55,587,402
Tempororily Restricted ..... \$-52,762
Net Income
Total Net Assets ..... $\$-55,640,164$
Total Liabilities and Net Assets ..... \$-116,870,908

## Northern Inyo Hospital

Investments as of $12 / 31 / 2012$

|  | Purchase Dt | Maturity Dt | Institution | Rate | Principal |
| :---: | ---: | ---: | :--- | ---: | ---: | ---: |
| 1 | $12 / 2 / 2012$ | $1 / 1 / 2013$ | Multi-Bank Securities | $0.01 \%$ | $2,572,308.39$ |
| 2 | $12 / 2 / 2012$ | $1 / 14 / 2013$ | LAIF (Walker Fund) | $0.33 \%$ | $321,406.75$ |
| 3 | $5 / 20 / 2010$ | $5 / 20 / 2013$ | First Republic Bank-Div of BOFA FNC | $2.40 \%$ | $150,000.00$ |
| 4 | $5 / 20 / 2010$ | $5 / 20 / 2015$ | First Republic Bank-Div of BOFA FNC | $3.10 \%$ | $100,000.00$ |
|  |  |  | Total |  | $\mathbf{\$ 3 , 1 4 3 , 7 1 5 . 1 4}$ |

Northern Inyo Hospital Monthly Report of Capital Expenditures

Fiscal Year Ending JUNE 30, 2012
As of December 31, 2012

## MONTH

## APPROVED

| FY 2011-12 | Transport Monitor for PACU to be purchased by NIH Auxillary Donation | 15,000 * |
| :---: | :---: | :---: |
|  | Additional Coppper and Fiberoptic Cable | 29,884 |
|  | Paragon Physician Documentation Module | 137,254 |
|  | Ultrasound Machine | 165,694 * |
|  | AMOUNT APPROVED BY THE BOARD IN THE PRIOR FISCAL |  |
|  | YEARS TO BE EXPENDED IN THE CURRENT FISCAL YEAR | 347,832 |

AMOUNT APPROVED BY THE BOARD IN THE CURRENT FISCAL YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR
Amount Approved by the Board in Prior Fiscal Years
to be Expended in the Current Fiscal Year ..... 347,832
Amount Approved by the Board in the Current Fiscal Year to be Expended in the Current Fiscal Year ..... 0
Year-to-Date Board-Approved Amount to be Expended ..... 347,832
Year-to-Date Administrator-Approved Amount ..... 222,440 *
Actually Expended in Current Fiscal Year ..... $0^{*}$
Year-to-Date Completed Building Project Expenditures ..... 0*
TOTAL FUNDS APPROVED TO BE EXPENDED ..... 570,272
Total-to-Date Spent on Incomplete Board Approved Expenditures ..... 0
Reconciling Totals:
Actually Capitalized in the Current Fiscal Year Total-to-Date ..... 222,440
Plus: Lease Payments from a Previous Period ..... 0
Less: Lease Payments Due in the Future ..... 0
Less: Funds Expended in a Previous Period ..... 0
Plus: Other Approved Expenditures ..... 347,832
Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending JUNE 30, 2012
As of December 31, 2012MONTHAPPROVEDBY BOARD DESCRIPTION OF APPROVED CAPITAL EXPENDITURES
Donations by Auxiliary For 2012 Asset receive 2013 ..... 20,000
Donations by Hospice of the Owens Valley ..... 0
+Tobacco Funds Used for Purchase ..... 0
*Completed Purchase
(Note: The budgeted amount for capital expenditures for all priority requests for the fiscal year ending June 30,2013 , is $\$ 943,036$ coming from existing hospital funds.)

# Northern Inyo Hospital <br> Monthly Report of Capital Expenditures 

## Fiscal Year Ending JUNE 30, 2012

## As of December 31, 2012

| Administrator-Approved Item(s) | Department | Amount | Month <br> Total | Grand <br> Total |
| :--- | :--- | :--- | :---: | :--- |
| MONTH ENDING NOVEMBER 2012 |  |  | 6,897 | $\mathbf{1 9 6 , 5 4 7}$ |
| Electrical and Lighting in Remodel of 1967 b Phase III Remodel | 4,803 |  |  |  |
| Steam Pipe Excavation and Installation | Phase III Remodel | 10,455 |  |  |
| Carpet and Base Corners for Offices | Phase III Remodel | 5,172 |  |  |
| Armstrong Commercial Sheet Vinyl | OB/GYN Clinic | 965 |  |  |
| ELECTRIC FOOD SLICER | DIETARY | 4,498 |  |  |
| MONTH ENDING DECEMBER 2012 |  |  | $\mathbf{2 5 , 8 9 3}$ | $\mathbf{2 2 2 , 4 4 0}$ |

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COUNTY OF INYO
Environmental Health Services
P. O. Box 427

INDEPENDENCE, CALIFORNIA 93526
(760) 878-0238
(760) 873-7866

Date: $\qquad$ 2.16113

Time: $\qquad$ 130

Reinspection $\qquad$

Food Facility Inspection Report



No PHF [_]




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| Title: Rural Health Clinic Provider Quality Assurance Policy |  |
| :--- | :--- |
| Scope: Rural Health Clinic Providers | Department: RHC |
| Source: Outpatient Dept - RHC | Effective Date: December 1, 2012 |

## PURPOSE:

To establish and implement a consistent, standardized, externally validated and evidence-based set of clinical outcome measures to be used in ensuring delivery of high guality healthcare in an ambulatory, primary care clinic setting.

## DEFINITIONS:

RHC Providers - Any Nurse Practitioner (NP), PhysicianAssistant (PA) or Physician who is employed or contracted to provide clinical services at the RHC

## POLICY:

1) At the beginning of the fiscal year, the RHC Medical Birector will review (and update if necessary), the clinical measures and benchmark goals to be utilized for that year.
2) The clinical measures will be validated by evidence-based, feer-reviewed literature. Such documentation will be submitted with the reports of the measures to the appropriate committees
3) The frequency of measurement will be quatterly. The measurement data will be summarized annually.
4) The data will beextracted from the RHC electronic medical record across all RHC providers and allecorded Ulinic visits for the appropriate time period.
5) The Medical Director will present the RHC provider with his/her specific data for the time period, review the RHC provider's performance, and discuss any remedial action necessaty.
6) The Medical Dinector or hisk herdesignee will present the quarterly report and annual summary to the Medrine/ICU committee for discussion and approval.
7) The Annual Reportwil contain:
4. Provider-specific data
b. RHC clinic Wide data
c. Benchmark Goals
d. Actiòn plan for next fiscal year

| Committee Approval | Date |
| :---: | :---: |
| N/A |  |
|  |  |

## Revised <br> Reviewed <br> Supercedes

# NORTHERN INYO HOSPITAL POLICY AND PROCEDURE 

| Title: Rural Health Clinic Provider Peer Review Policy |  |
| :--- | :--- |
| Scope: Rural Health Clinic Providers | Department: RHC |
| Source: Outpatient Dept - RHC | Effective Date: December 1, 2012 |

## PURPOSE:

To establish, implement and ensure a mechanism to deliver high quality ambulatory primary care health care in a safe and effective manner. To comply with peer review requirements by NIH Bylaws, State of California and federal accreditation agencies,

## DEFINITIONS:

RHC Providers - Any Nurse Practitioner (NP), Physician Assistant (PA) or Physician who is employed or contracted to provide clinical services at the RHC

## POLICY:

## RANDOM CHART REVIEW:

Frequency: All providers wilhave $5 \%$ of their charts reviewed on a monthly basis.

## Methodology:

1) Charts will be selected by randomization each day by nursing staff. The ambulatory visit documentation will be forwarded to the appropriate reviewing provider in the electronic medical record:
a. Physician charts will be reviewed by other staff physicians in their own specialty, if available. If not avalable, the Medical Director will review the physician charts.
b. Physician Assistant charts will be reviewed by his/her supervising physician as per the Delegation of Services Agreement.
c. Nurse Practitioner charts will be reviewed by the supervising staff physician or the Medical Director.
2) Charts will be reviewed according to the standardized peer review form (Appendix A).
a. Decision tree as follows depending on four outcomes of review:
A. Management fully consistent with practice standards - no further discussion needed, chart tabulated.
B. Management adequate but may diverge from practice standards in certain aspects - discussion with reviewed provider by reviewer concerning different options of management, documentation required on peer review form, chart reviewed by Medical Director and tabulated.
C. Certain aspects of management merit further discussion - discussion with reviewed provider by reviewer concerning clarification of management decisions, documentation required on peer review form, chart reviewed by Medical Director and tabulated.
D. Management substantially deficient - discussion with reviewed provider by reviewer concerning deficiencies in standard of care, documentation required on peer review form, chart reviewed by Medical Director, discussion with Medical Director with both reviewed provider and reviewer, and tabulated.
b. Charts of Medical Director will be reviewed by Assistant Medical Director (if appointed) or other RHC staff physician.
3) Referral to the closed session of peer review at the Medicine/ICU Committee:
a. Any chart found to be "Management substantially deficient" will automatically be presented
b. Any chart where the reviewing provider requests committee review after discussion with the reviewed provider
c. Any chart where the Medical Director requestscommittee review after discussion with the reviewed provider

## CRITICAL INDICATOR CHART REVIEW:

Frequency: Chart will be reviewed if the following critical indicators are triggered:

1) Transfer to NIH for emergency care
2) All admissions of RHC patients
3) All deaths of RHC patients

4) Documented specific procedufe eomplication, such as:
a. Hemorrhage
b. Poor healing
c. Impairment of body function to a level less than that prior to the procedure and less that commonly expected a a result of the procedure
5) Cardiac or respiatory arrest
6) Consultation by the midlevel provider with the physician in the following circumstances:
a. emergent conditions requiring prompt medical intervention after the stabilization has been initiated
b. any injuty threatenimg life or 1 ind b
c. any laceration requining complicated suture closure
d. any fracture of injury requiring immobilization by full casting
e. complicated or extensive bums
7) Upon request of the patient/family, provider staff, nursing or ancillary RHC staff, or Medical Staffmember

## Methodology:

1) Charts will be selected by identification of the critical indicator trigger.
2) Chart will be forwarded to the Medical Director (or Assistant Medical Director or designated RHC physician staff member, if the Medical Director is unavailable)
3) Chart will be reviewed according to the standardized peer review form (see Appendix A).
4) Referral to the closed session of peer review at the Medicine/ICU Committee:
a. Any chart found to be "Management substantially deficient" will automatically be presented
a. Any chart where the Medical Director requests committee review after discussion with the reviewed provider

## SPECIFIC CIRCUMSTANCES:

Frequency: Under the following circumstances, charts will selected for review:

1) Any chart that a supervising physician prescribes a Schedule II medication at the request of the Physician Assistant or Nurse Practitioner
2) Any chart that a Physician Assistant appears to be practicing outside his/her scope of practice as defined by his/her Standardized Protocols
3) Any chart that a Nurse Practitioner appears to be practicing outside his/her scope of practice as defined by his/her Standardized Procedures.

Methodology:
Charts will be reviewed with the same procedure as described under "Random Chart Review" lines \#2 and \#3

## COMMITTEE REVIEW SUMMARY:

The Medical Director (or designee) will present a quarterly summary of chart review data to the Medicine/ICU Committee. Data will consist of
b. Total number of charts reviewed
c. Frequency of review results
d. Total number of clinic visits
e. Outcome of reviews/committee decisions


# POLICY 

## PROCEDURE

| Title: $\quad$ Newborn Pulse Oximetry Screening Prior to Discharge |  |  |
| :--- | :--- | :--- |
| Scope: | Click here to enter text. | Department: Ob/Gyn |
| Source: <br> Manager | Perinatal Nurse | Effective Date: $11 / 1 / 2012$ |

## Purpose

To provide a guideline for screening of the newborn in LDRP to identify the presence of Congenital Heart Disease (CHD)

## Policy

1. Pulse oximetry will be performed on all newborns at $24-36$ hours of age to allow for follow-up if necessary. It can be done earlier if the patient is an early discharge
2. Licensed LDRP and cross trained staff in can perform this procedure. Respiratory Therapy may assist.

## Procedure

1. Assemble the equipment, the pulse oximeter monitor and the oximetry probe appropriate for that unit.
2. Place the oximetry probe on a clean, dry site on either foot toward the heel.
3. Apply the sensor so the LED and the photodector are opposing each other.
4. Use an opaque material to shield the sensor when phototherapy lights are used.
5. With the infant quiet, observe pulse oximeter reading
6. Wait until the pulse oximeter detects a steady, clear pulse signal and steady oxygen saturation is displayed. If a steady clear pulse signal is not displayed, try the other lower extremity and ensure the site is clean and dry.
7. Interpretation of results:
a. For $\mathrm{O}_{2}$ saturations of greater or equal to $95 \%$ test is complete (Occasional desaturations are normal, as long as infant has saturations reaching 95\%). This is true for a test at any time during the newborns hospitalization.
b. For $\mathrm{O}_{2}$ saturations less than $95 \%$ contact RT to assist and confirm. A pre and post ductal measurement will be taken using. 2 separate monitors simultaneously.
c. Notify the MD immediately for saturations below $88 \%$ or if pre-ductal and postductal differences are greater than $3 \%$.
d. For oxygen saturations of $88 \%-94 \%$ complete pre-ductal and post- ductal testing 3 times, an hour apart. Call the MD during day hours for results and further orders.

## Documentation:

1. Nursing will document the following on the newborn record:
a. Date and time of test
b. Hours of age at time of test
c. Probe location
d. Result and who performed the test whether it was nursing or RT
e. MD notification
2. RT will document on their record if they have been involved in the process.

## Committee Approval

Approving Member
Perinatal-Pediatrics Committee
Medical Executive Committee
NICLHD Board of Directors

## Date

Click here to enter a date.
Click here to enter a date.
Click here to enter a date.

| Revised | $11 / 12 / 2012$ |
| :--- | :--- |
| Reviewed | Click here to enter a date. |
| Supersedes | Click here to enter text. |

# NORTHERN INYO HOSPITAL <br> POLICY AND PROCEDURE 

## Title: Preoperative EPT Testing Protocol

| Scope: Multi Departmental | Department: Laboratory, PACU |
| :--- | :--- |
| Source: OP/PACU Nurse Manager | Effective Date: $12 / 06 / 06$ |

## PURPOSE:

To ensure that all female patients between the ages of 11 to 52 have an early pregnancy test (EPT) performed the day of any elective surgery prior to the start of anesthesia if one has not been done in the prior week.

## POLICY:

1. Any nurse preparing a female patient of child bearing potential for any elective surgery will explain the need for an EPT either by urine or blood sample to the patient.
2. The exceptions are:
a. Patients scheduled for cesarean section
b. Patients that have had a prior hysterectomy, bilateral tubal ligation fulguwaion
c. Patients for whom the anesthesiologist deems the test unnecessaydorave wlreadyhad an EPT done as ordered by the surgeon.
3. Prep nurse will obtain urine specimen and send to lab for EPT.

4. Should the urine sample be unobtainable, the prep nurséwill ask the sirgeonfor an order for a blood EPT.
5. A copy of the result will be placed in the patient's chart priofto the nitiation f anesthesia.

## PROTOCOL:

1. The RN preparing the patient for surgery will:

- Determine if the patient is a female of chiflearing potential (age 11-52)
- Check to see if an EPT has already beendone (ordeted by surgeon as part of the preoperative work-up).
- Explain the need for a urine test to (scertin pregnancy status and obtain verbal permission from the patient to proceed with test
- Place a copy of the test resultsinin patient's chuid.

2. In the event that urine is not obtainabteprior to surgery, the RN will have the EPT done by a blood test.

- Submit request to NIH Laboratory yemputer for a blood EPT; the test should be run STAT.
- Have the phlebotonimst obtain the specimen, or get blood when starting the IV, ensure the vial is properly labeled and ensure the specimen gets to the lab as quickly as possible.
- Place a copyofthe test resllts in patient's chart.


## SPECIAL CONSIDERETIONS

## Physician order required N ,

Procedure may be performed by: RN, LVN, Phlebotomist or Lab Tech
Special education required to perform procedure: No Age specific considerations: see above

| Committee Approval | Date |
| :--- | :--- |
| Policy and Procedure Committee | $10 / 24 / 06$ |
| Surgery -Tissue Committee | $1 / 30 / 13$ |
| Perinatal/Pediatrics Committee | $7 / 18 / 06$ |
| Medical Executive | $11 / 7 / 06$ |
| Administration | $11 / 27 / 06$ |
| Board of Directors | $12 / 6 / 06$ |

Revised $\quad 10 / 25 / 06,07 / 10 \mathrm{AW}, 05 / 11 \mathrm{AW}, 10 / 11,10 / 2012 \mathrm{AW}$
Reviewed
Index Listing: Pregnancy Testing, Early Pregnancy Testing, EPT

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

| Title: Lidocaine Anesthetic For Local Infiltration Prior To Peripheral Catheter Placement |  |
| :--- | :--- |
| Scope: | Department: Emergency Dept, ICU/CCU, <br> Medical/Surgical, OB/Gyn, Outpatient, PACU, Rural <br> Health Clinic, Surgery |
| Source: OP/PACU Nurse Manager | Effective Date: |

## Policy:

A licensed nurse who is qualified to use a local anesthetic prior to peripheral IV catheter placement may do so if the IV is ordered by a physician.

## Purpose:

Infiltration anesthesia: Local anesthesia produced by injection of the anesthetic (lidocaine $1 \%$ plain) solution in the area of terminal nerve endings.

## Special Considerations:

Physician order is: not required for the lidocaine.
Procedure may be performed by: $\underline{X} R N, \underline{X}$ LVN
Special education required to perform procedure: $\underline{X}$ YES
The nurse will have:

- A current California nursing license.
- Successfully completed the probationary period.
- Successfully performed a return demonstration of this procedure.


## Supplies:

TB syringe w/ 25 gauge needle
30 gauge needle
Lidocaine 1\%
IV Prep or alcohol pad
IV start supplies and IV as ordered

## Precautions:

Make sure that the patient is not allergic to lidocaine or any "caines" before initiating procedure.

## Procedure:

## 1. Explain the procedure to the patient. Gather supplies

2. Wipe top of lidocaine vial with the alcohol pad. Draw up most of a cc in a T.B. syringe. Change needle to a 30 gauge needle.
3. Select the peripheral IV site by tourniquet application, visual and manual inspection of extremity.
4. Wipe selected site with an IV prep pad.
5. Inject 0.1 to 0.2 cc of lidocaine intradermally, distal and to the side of the selected IV start site.
6. Gently massage the injection site for several seconds with a clean 2 X 2 .
7. Reapply the tourniquet and proceed with the I.V. start according to the established guidelines.

## Documentation:

Document use of lidocaine ( $1 \%$, intradermal) with IV start documentation on appropriate nursing form.
(Document the number of IV start attempts.)

| Title: Lidocaine Anesthetic For Local Infiltration Prior To Peripheral Catheter Placement |  |
| :--- | :--- |
| Scope: | Department: Emergency Dept, ICU/CCU, <br> Medical/Surgical, OB/Gyn, Outpatient, PACU, Rural <br> Health Clinic, Surgery |
| Source: OP/PACU Nurse Manager | Effective Date: |

Committee approval needed: $\qquad$ no X yes: Nurse Management 10/98
Responsibility for review and maintenance: OPD/PACU Nurse Manager
Index listings: IV Therapy, Lidocaine for Peripheral Cath. Placement; Lidocaine Anesthetic, Local Infiltration, Peripheral Cath. Placement
Date revised: $9 / 98,2 / 04,8 / 25 / 04,9 / 10 / 07,9 / 08,04 / 10 \mathrm{AW}, 05 / 11 \mathrm{AW}, 09 / 12 \mathrm{AW}$

# NORTHERN INYO HOSPITAL <br> Protocol for Intravenous Insulin Infusion (AKA the Cleveland Clinic Protocol) 8/15/07 

## General Guidelines:

- Gẹal Blood Glucose level = $\qquad$
- Standard drip: 250 units $/ 250 \mathrm{ml} 0.9 \% \mathrm{NaCl}$ via an infusion device (1 unit/ml)
- Surgical patients who have received an oral diabetes medication within 24 hours should start when blood glucose is more than $120 \mathrm{mg} / \mathrm{dL}$. All other patients can start when blood glucose is $70 \mathrm{mg} / \mathrm{dL}$ or higher
- Insulin infusions should be discontinued when a patient is eating AND has received first dose of subcutaneous insulin


## Intravenous fluids:

Most patients will need 5 to 10 grams of glucose per hour: e.g. Dextrose $5 \%$ in Water (D5W) or dextrose $5 \%$ in water with $0.45 \%$ sodium chloride (D5W-1/2 NS) at $100-200 \mathrm{ml} /$ hour or equivalent (e.g. TPN or Enteral feeding)

## intiating the infusion:

ALGORITHM 1: Start here for most patients (see table below)
ALGORITHM 2: For patients not controlled with Algorithm 1, or start here if patient receiving glucocorticoids; or for patients with diabetes receiving more than 80 units/day of insulin as an outpatient

ALGORITHM 3: For patients not controlled on Algorithm 2. NO PATIENTS SHOULD START HERE
ALGORITHM 4: For patients not controlled on Algorithm 3. NO PATIENTS START HERE

| PATIENT'S.BLOOD GLUCOSELEVEL (MG/DL) INSULININFUSION RATE (UNITS/HOUR) |  |  |  |
| :---: | :---: | :---: | :---: |
| $<60=$ HYPOGLYCEMIA (SEE BELOW FOR TREATMENT) 2 ALGORITBM 3 - ALGORITHM 4 |  |  |  |
|  |  |  |  |
| 70-109 0.2 | 05 | 0 | 0 |
| 110-119 - 0.5 | 0.5 | 1 | 1.5 |
| $120-149$ - |  | 2 | 3 |
| 150-179 - 1.5 |  | 3 | 5 |
| 180-209 - 2 | 2 | 4 | 7 |
| 210-239 - 2 | 3 | 5 | 9 |
| 240-269 - - - 3 | 5 | 6 | 12 |
| 270-299 | 6 | 8 | 16 |
| $300-329$ - 4 | 6 | 10 | 20 |
| $330-359$ - 4 | 7 | 12 | 24 |
| $>360$ - 6 | 8 | 14 | 28 |
| 6 | 12 | 16 | 28 |

[^0]Treatment of hypoglycemia (BG <60 mg/dL)

- Discontinue insulin drip AND
- Give dextrose $50 \%$ in water (D50W) intravenously
- If patient is awake: 25 ml ( $1 / 2$ vial)
- If patient is not awake: 50 ml (1 vial)
- Recheck blood glucose every 20 minutes and repeat 25 ml D50W IV if $<60 \mathrm{mg} / \mathrm{dL}$. Restart insulin drip once blood glucose is $>70 \mathrm{mg} / \mathrm{dl} \times 2$ checks: Restart drip with lower algorithm (see "Moving down")

Notify the physician

- For any blood glucose change grater than $100 \mathrm{mg} / \mathrm{dL}$ in 1 hour
- For blood glucose $>360 \mathrm{mg} / \mathrm{dL}$.
- For hypoglycemia that has not resolved within 20 minutes of giving 50 ml of D50W IV and discontinuing the insulin drip

INSULIN INFUSION FLOW SHEET


NORTHERN INYO HOSPITAL INSULIN SLIDING SCALE FLOW SHEET
ACCU-CHEK® INFORM SYSTEM
[GLUCOSE VALUES] LESS THAN $40 \mathrm{mg} / \mathrm{dI}$ OR GREATER THAN $350 \mathrm{mg} / \mathrm{dl}$
And [HEMATOCRIT] LESS THAN $(<) 20$ or GREATER THAN $(>) 65$ MUST BE VERIFIED BY LABORATORY TESTING
Laboratory Directors: Kenneth Saeger, MD; Eva Wasef, MD; Natalie Mills, MD ICU
Accu-Chek ${ }^{(8)}$ Inform
UJ 66025958
If monitor \# change use $\downarrow$

| Date | Time | Comfort <br> Test Strip <br> Code No. | Result | Initials | INSULIN | Comments <br> \% Nourishment and Meals eaten | $L a b$ Confirmation Done ( $\sqrt{ }$ ) w/name |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | $\cdots$ | - - - - |  |  |  |  |  |
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NORMAL GLUCOSE VALUE RANGE 75-105 mg/dl

| SIGNATURE | Initials | SIGNATURE | Initials |
| :---: | :---: | :---: | :---: |
|  |  |  |  |
|  |  |  |  |

Revised 2/10/2011

rapid correction of hyponatremia can result in permanent neurological damage (sometimes fatal)
monitor serum Sodium frequently
$0 \mathrm{ml} / \mathrm{hr} 5 \% \mathrm{NaCl}$
$0 \mathrm{~m} / \mathrm{hr} 5 \% \mathrm{NaCl}$
$0 \mathrm{ml} / \mathrm{hr} 0.9 \% \mathrm{NaCl}$ (Normal Saline) running concurrently

## Title: Pediatric Standards of Care and Routines

| Scope: | Department: ICU/CCU, Outpatient, PACU, Pediatric |
| :--- | :--- |
| Source: Med/Surg Nurse Manager | Effective Date: |

The Standards of Care for pediatric patients identified here are considered applicable to all patients on the Pediatric Unit, but should be adapted to meet the individual needs of each patient written into the nursing care plan. The Standards of Care describe the minimal care acceptable for each patient.

1. Medication Administration for Pediatric patients

The nurse administering the first dose of an ordered medication to a pediatric patient has the responsibility to verify that the dosage (based on age and weight) has been checked against a teference by two healthcare professionals. The two persons that check the dose will initial the original order in the Medical Record i.e., dose checked by: (initials), include resource used including the page number) and/or insert the printed information related to the drug and sign this information.

The Emergency medications doses based on the Broselow-Hinkle Pediatric emergency system will be calculated based on the patient's admission weight. This will be completed using a weight-based program provided by the pharmacy. If a pharmacist is in house they will calculate the doses and then the RN will do an independent double-check. If no pharmacist is in house an RN will calculate the drug doses using the provided program and then these calculations will be-independently double-checked by another licensed nurse. Once the calculations are completed this information will be placed in the front of the pediatric patient's chart for ease of access.
2. Pediatric Admission Assessment (See Admission of Pediatric Patient)

Every pediatric patient will have an assessment completedupon admission by a registered nurse. Pediatric Admission Assessment is completed on all Pediatric patients 11 to the $13^{\text {th }}$ birthday. Thirteen and up may be placed on the adult Admission Assessment torm. All pediatric patients will have pain assessment completed on admission and each shift according to the pain policy.

## a. Pediatric Assessment (See Rediatric Flow Sheet and Documentation of Patient Care)

The pediatric patient will be assessed every shift by a licensed nurse and more frequently if condition warrants. Head cireumferences on all pediatic patients $<2$ years will be documented on admit and more frequently if ordered by physician.
b. All staff are trained to recognize the rights of patients and to appropriately assess and manage pain. On admission and at regular intervals all patients will be assessed for the existence of pain, both acute and chronic. The results of this assessment will be incorporated into the plan of care and in the focus charting, facilitating regular reassessment and follow-up. All patients and families will be educated in a culturally competent manner regarding appropriate expectations for pain management during hospitalization and upon discharge.
3. Pediatric Patient Care Plan

Every pediatric patient will have an up-to-date Patient Care Plan, which includes patient/family teaching and discharge planning, according to established expected outcomes.

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4. Vital Signs

Vital signs are obtained on admission and once every shift or as ordered by the physician.

## Blood Pressure

Blood pressures are to be taken on all children regardless ofage. Follow instruetions for use of the noninvasive BP monitor. The lower extremities may be used to obtain the blood pressure with the non-invasive $B P$ monitor on pediatric patients including the use on newbontif $B P$ is higher than normal range, cuff may be too small. (See Normal Values Chart for age - specific BP values, posted in Pediaric Ante Room).

## Temperature

Tympanic temperatures may be taken on all children over the age of one. Temporal Artery or rectal temperatures are taken on infants under one. Tympanfe temperature of 97.8 F shoild 6 bechecked rectally unless the child is very cool.

## Pulse

An apical pulse is to be taken on all chidgen under two years of age thepulse should be taken with the infant or child in aresting or quiet state then possible. Activity showld be recorded on graphic sheet with pulse rate.

## Respirations



Respiratory rate is to be taken on all children, preferably with the child in a resting or quiet state. If this is not possible, activity should be recorded on giphic sheet with respiratory rate. See policy for respiratory assessment.
The RN or LVN may perform finget Stick Blood Siugar (FSBS) if the pediatric patient is demonstrating signs or symptoms suspicious for hyperhypogyeemia. The physician will be informed of the results. Any pediatric patient under the age of 3 exhibiling signs and symptoms should have a FSBS performed and results called in to physician.
5. Weights (See Pediatric Weight Policy)

Weight will be obtained on admission and daily, unless the physician writes an order to discontinue daily weights. Use gram scale for infants; floor scale for larger children. Record all weights in grams or Kg .

For those pediatric patients whose weight is 36 k or lower, the admission weight will be posted above the bed or crib, using the appropriate colored card to correspond with the Broselow Tape.

## 6. Height

Height will be measured on admission. May use counter or wall chart.

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7. Growth Chart (See Growth Chart)

Growth Chart must be completed on admission.
8. Sleep

Adequate amounts of sleep as determined by the age of the infant, child, or adolescent will be a goal of the Pediatric Unit.
Infants to $12 \mathrm{mo} \quad 16-18$ hours sleep/ 24 hours

Toddlers (12-24 mo) 12-14 hours sleep/24 hours 2 short daily naps or one long nap.

Preschool (3-5 yrs) 10-12 hours sleep/24 hours 1 daily nap

School Age (5-12 yrs) 10 hours sleep 24 hours
Adolescent (12-14 yis) $\quad 8-10$ hours sleep $/ 24$ hours
Patients are encouraged to nap at their usual times or in the early afternoon. Patient's usual bedtime is encouraged during hospitalization by dimning patient room lights. It is recommended that all radio and television sets be turnedsffor the volume subdued during quiet time and at bedtime so as not to disturb the patient's hours of sleep.
9. Personal Hygiene

Unless contraindicated by extreme physicalinjury, illness, or cultural background, routine personal hygiene will be performed daily. Parent should be encouraged to assist with this routine.

Daily personal hygiene will include hair grooming. All patients with erupted teeth should have teeth brushed or oral care after every meal and snack. Pediatric patients will be bathed every other day or as needed.
Infants may be bathed in the tub or sink.
Shampoo hair as needed. Body lotion may be applied to dry skin and decrease tissue breakdown over bony prominences.
10. Activity Level

A TV and VCR/DVD with children's videos/DVD are available for viewing. Parents are encouraged to bring in favorite videos/DVD appropriate for age of child.

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Each patient's age and stage of development, as well as, health status must be taken into consideration whenever nursing personnel are planning and implementing levels of activity for the hospitalized patient.

Infants: Hold for bottle and solid feedings for warmth, comfort, and physical contact.
Provide age appropriate toys for visual, auditory, ahd tactile stimulation.
Toddlers: Allow unrestrained movement in crib with the use of an overhead whenever possible.
Encourage the toddler to do things which can be donesafely with adultsupervision.
Provide comfort measures when the toddler needs tobedependent upon adulyfgites
Preschool: Allow ambulation as much as physical condition will permit.
Involve in planning and caring out self-areactities according to the chitis age and developmental level.

Accept lapses into dependence and encourage gadual etan to independence.

School Age: Providetime for doingschool work. If the chidd. will be hospitalized and/or out of school for more than three weeks, contacl the Homebound School Teacher through the local education department, or encourage parents to bring in homework.

Encourage parents tebing in games that the child and parent can play.
Adolescents: Provide time for schoolwork and amebound School teacher if needed.
Involve indanning and cartingout self-care, which is most essential to the adolescent.
Allow to ambulate freely, yet set limits, as the adolescent needs some control of the environment.
Relationships with peers are of great importance and peer groups visitation should be allowed as much as the patient's physical condition permits.

## 11.Dietary Regime

If not specified by the physician, diet selection should be made according to the nursing assessment of the age and ability of the infant, child, or adolescent. Personal and parental preferences should be taken into consideration by the nursing staff and Dietary Department in planning a well-balanced diet for each individual patient.

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Infant diet consists of pureed cereal, fruit, vegetables, and meat. Infant formula, sterile water, and juices are available. Baby bottles and nipples are also available.
Toddler diet consists of junior foods and soft finger foods. Milk and juices by bottle or cup are available.
Pediatric regular diet consists of favorites of children and adolescents for their selection, along with small or large portion selection.

Regular diet consists of adult variety selection and portion size.
Three meals are served in 24 hours. Between meal and bedtime snacksare available fom the dietary department for children and adolescents whose appetites or special diets require increased caloric intake.
12. Safety

All infants admitted to the Pediatric unit will be cared for following recommendations to prevent SIDS. Information provided by the "Back to Sleep" campaign will be provided to the family, with education from nursing staff documented in the medical record.

All pediatric admissions will have a security band applied at the time of admission.
a. The nurse will document every shift that the patient has a security tag on and that it is functioning correctly.
b. The parents/significant other will receive education specific to the security tag and its function.
c. A picture will be taken of the child and all specific informationnelated to the physical appearance will be placed ona form and placedin the patients chart.

For patient safety during ambulation, nursing personnel should:
a. Accompany all patients during initial ambulation.
b. Assist patient asindicated during hospitalization.

Bed and crib precautions for safety are
a. Children four years or younger will sleep in cribs with side rails up.
b. Children betweenages of 1-4 will be placed in high top (covered) cribs appropriate to level of activity.
c. Pediatric patients may be placed in a regular bed under the age of four if the child normally sleeps in a regular bed at home.
d. Bed should routinely be left in low position.
e. Siderails will be used based on individual needs of child. Siderails will be up in the following cases:

- Sedated child
- Postoperative patient
- Child with history/diagnosis of seizures
f. Crib sides are kept raised to full height and secured at all times unless the nurse or parent is attending the child.
g. Crib ceilings/extenders are to be used for any child in a crib that is able to stand.
h. Call light is to be within easy reach of child/parent. (See policy Brady/Apnea Monitor)
i. Unsupervised pediatric patients under the age of 10 years who are in a regular bed will have bed locks in place.

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Wheelchairs must:
a. Be in proper working order.
b. Have wheels locked when a patient is stationary or getting in or out of the chair. Whenever patient is transported to other areas of the hospital:
a. Must be accompanied by appropriate hospital personnel

No child under the age of 8 years will be left in the tub or shower withoutsupervision
Environment should be:
a. Clean
b. Free from clutter
c. Properly lighted
d. Checked by personnel on each shift
e. Free of any defective or unsafe equipment

Disposal of wastes: Follow current hospital police.
Identification bands on all patients

Electrical safety precautions inclưde:
a. Use of grounded equipment
b. Intact insulation ondelectical cords.
c. Machinery not tofuching patient's bed.
d. Spilled liquid to be washed and or wiped dry 1 mmediately .
e. Hazards noted should be reported promptly to proper department.
13. Nutrition - Fluid and Wlectrolyte Balance (eonsult with Dietician as needed)

Assure proper intake 0
a. Administering oral fluids. IV fluids and tube feedings as ordered.
b. IV site to be checked every hour for patency, and appearance and documented in the PCFS
c. Withholding fluids when necessary.
d. Maintaining an adequate food intake.
e. Notifying physician if actual intake varies from expected intake.

Assess the fluid and electrolyte status by:
a. Observing, reporting, and recording abnormal signs and symptoms.
b. Specific gravity every shift or more frequently if ordered by physician.
c. Noting laboratory reports and bringing significant changes to doctor's attention promptly.
14. Elimination

Assess adequacy of urine and bowel output by:

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a. Observation of type, amount and frequency of urine and stool output.
b. Weigh diapers for accurate output unless otherwise ordered.
c. Check patency and position of catheter every shift - catheter care as necessary.
d. Specific gravity every shift or more frequently if ordered by Physician.

Care of other drainage includes:
a. Checking patency and position of tubes.
b. Irrigating tubes as needed per order.
c. Using standard precautions when handling drainage.
d. Measuring and recording all output.
e. Noting and recording color and character of drainage.
f. Ostomy bags applied, cleaned and changed as needed.

15. Oxygen and Ventilation (involve Respiratory Therapist as needed)
A. Measures for providing adequate oxygen and ventilation are:

1. Encouraging patient to turn, cough and deepbreathe
a. Every two hours for immobile andior strict bed rest patients (unless contraindicated).
b. Every two hours or more frequently for selected surgical patients.
2. Use of incentive spirometer as ordered.
3. Keeping air passages clear by:
a. Gentle suctioning of nose and mouth using the bulb syringe or Neo-Tek suction device or appropriate device for deep tracheal suction labsolutely needed or ordered.
b. Positioning infantson side or infant seat at all times.
4. Observing, reporting and recording signs of inadequate oxygenation.
a. Signs include the following:

Substemal retractions Nasal flaring Cyanosis Grunting respirations
Agitation unexplained by other reasons
16. Emotional Support (Patient and Parents) (consult with Social Worker as needed)
A. All babies should be leld firmly but gently when picking up or holding.
B. Talk softly to baby while giving care.
C. Encourage mother to talk softly, sing to baby, hold baby close, cuddle and have eye contact if she appears inhibited by hospital environment
D. Talk to baby when feeding, rock in rocking chair if possible.
E. Assist mother to relax when handling baby.
F. Indicate to patient and family that the patient is a respected, individual person.

1. Encourage patient and family to ask questions.
2. Allow patient to wear own bed clothes when appropriate.
3. Answer call light signal promptly.
4. Observation of patient's and family's understanding of, and reaction to, diagnosis and/or physical disability and adjusting nursing actions accordingly.
5. Explanation of tests and procedures.

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6. Adjusting unit routines for patient and family convenience and/or needs.
7. Orientation of patient and family to hospital and room environment (call system, operation of bed, bathroom, mealtimes, visiting hours. Instructing patient and/or family that all valuable items are to be taken home or placed in the safe.
8. Listen attentively.
G. Observation of and reporting unusual behavior of patients ander parents.
H. Encourage members of family in their support of patient
9. Encourage relatives to visit at mealtimes and feed patient if desired
10. Allow relatives to remain with patient if it is appropurate to his condition
I. Accept patient's right to question and request additional information about procedures and treatments
J. Identify oneself by name and repeat as necessary on initial contact with patient and fanily:
K. Encourage expression of feelings to facilitate the maintenance of effective verbal and non-verbal-verbal communication and constructive means of dealing with stress.
L. Avoid talking about patient in his presence and inpresenee of the family undess they are included.
M. Encourage patient and family to participate inplanning, assessing and providing care.

N . Offer to call spiritual advisor if appropriate.
17. Family Teaching
A. Education of family regarding patient care.

1. Provide support and educationfor breast and botile feeding (may want to involve perinatal staff when cafing forsmall infants)
2. Promote bondig between infant and home care giver.
B. Teaching in keeping with limitations of family's environment and levels of family's understanding and acceptance.
C. Obtain assistance of personinel from other health disciplines as necessary.
3. Discharge
A. Include family phembers in discharge planing.
B. Record date andime discharge andyrimansfer took place. Follow discharge documentation guidelines.
C. Record mode of transportation, person to whom patient was discharged to and hospital personnel accompanying patiente the door and/or to another unit (including car seat).
D. Patient health status.
E. Signature of the nurse.
4. If Patient is Dying
A. Notify physician and family.
B. Treat patient and family with compassion and respect.
C. Facilitate religious interventions.

## 20. When Patient Dies

A. Provide privacy for family as long as necessary and allow visual and/or physical contact with the deceased if desired by family and not contraindicated.
B. If an infant, may want to offer a keepsake box (discuss with perinatal nurse for procedure).

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C. Care for body in accordance with hospital procedure.
21. Infection Control

Follow the standard precautions in the Infection Control Manual. Includes cleaning of toys used in the Pediatric Unit.
22. Documentation

Per Pediatric Standards policies on Patient Care Flow Sheet.
Committee approval: No; X Yes
Responsibility for review and maintenance: Med-Surg/Pediatric Head Nurse
Index listings: Pediatric Standards and Routines; Routines, Pediatric; Vital Signs-pediatric Patient; Weights, Pediatric; Growth Chart; Sleep; Hygiene; Activity Level; Diet; Safety; Nutrition, fluids, Elimination; Emotional Support; Teaching; Discharge; Death of Child; Infection Control, Pediatric Unit (see Infection Control Policy and Procedure Manual) Initiated: 4/86
Revised/Reviewed : 2/88, 7/94, 3/98; 7/99; 01/2000; 1/2001; 12/2001; 1/2002; 7/2005, $11 / 07 \mathrm{bss}, 3 / 09 \mathrm{bss} ; 1 / 2010 \mathrm{bss}$; 6/11mcp; BS 9/12; 2/13 bss


## Title: Standards of Patient Care in the Perinatal Unit

| Scope: | Department: OB/Gyn |
| :--- | :--- |
| Source: OB Nurse Manager | Effective Date: |

## Standards of Care for OB

Purpose: To provide consistent standards for women and neonates cared for in the Perinatal Unit. Policy:

Perinatal nurses will care for all perinatal patients. A non-perinatal RN may care for the perinatal patient under the direct supervision of a perinatal RN. Antepartum, intrapartum, postpartum and nursery patients will be assessed and cared for in accordance with specific guidelines and protocols. Every woman who presents for care to OB will at a minimum have:

1. Vital signs
2. Evaluation of EFM tracing
3. Weight
4. Urine dips with Chemstrip- Proteinuria only. If further urine evaluation is
5. DTR and clonus assessment
6. Record all allergies and medications
7. Review of prenatal record (if available) for initial labs, risk factorsand/or co-morbidities.
8. Name band and allergy bands (as applicable) on patient
9. Employ age specific protocol for education:
a. Mothers older than 19 years of age
b. Mothers younger than 19 years of age (teen pregnancy)

If any patient is in acute distress the following standards will apply PRN the patient situation: (while the MD is being called)

1. Apply oxygen via nasal cannula or mask to obtain $\mathrm{SP} \mathrm{O} 2 \mathrm{~S} 90 \%$
2. May place S.L while physician is being notified
3. May call lab for CBC, draw and hold.
4. May call radiology for ultrasound STAT
5. Obtain FSBS if displaying signs and dsymptoms of bypo or hyperglycemia.
6. Implement ACLS protocol as niecessary.

Specific patient populations
A. Outpatient/Antepartum patients
a. All antepartum patientsover 20 weeks gestation will have an initial fetal heart rate evaluation and tocometerinorder to rule out preterm labor and/or monitor fetal well being. If less than 24 weeks, fetal heairt tones can be auscultated with Doppler. Over 24 weeks the EFM should be applied.
b. Any patient that presents to OB without physician orders will be cared for in accordance to the MSE policy.
c. EFM tracing will be obtained. Results of the EFM tracing will be reported including Category (I, II, or III). Category III strips will be reported to the physician immediately.
d. If passage of vaginal fluid is reported, evaluation of that fluid may include one or all of the following;
i. Sterile speculum exam for pooling
ii. Amniotest or AmnioSure swab
iii. Preparation of a slide and microscopic evaluation for ferning.
e. All information will be reported to the physician. Further orders for continued evaluation versus discharge will be at the discretion of the physician.

## B. Intrapartum Patients

a. All labor patients will have a nursing assessment completed and documented within two hours of arrival. This includes all consents and MRSA swab if applicable. Refer to the Admission Assessment of Obstetrical Patient policy.
b. Labor patients will have an initial EFM tracing demonstrating a Category I strip over at least 20 minutes. After this, monitoring will be done per physician order, electronically or by auscultation.

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Nursing staff may initiate external EFM at any time for any situation that requires further assessment of fetal well-being.
c. If the EFM tracing reveals a Category II or III tracing, the patient will remain on continuous monitoring until a Category I strip is obtained or the medical provider makes a further evaluation and has viewed the strip.
d. If the physician deems a labor epidural is appropriate, standards following the specific epidural policy will be adhered to.
e. Frequent position changes and voiding at least every 2 hours while in labonis encouraged.
f. For fetal distress and membranes are ruptured, internal monitoring may be witiated at RN discretion while another staff member is contacting the physician.
g. Once an epidural is in place, a Foley catheter should be inserted.
h. If a cesarean section is called for emergent or non-emergent reason, the Cesarean Section policy will be followed.
i. If a fetal scalp electrode is in use, it may be removed perphysician order or left in place and removed in the operating room just prior to prepping for the incision.

## C. Postpartum Patient

a. All postpartum patients will have vital signs and fundal checks every 15 minutes for two hours immediately following vaginal delivery.
b. Patients requesting short stay will not beadmitted to postpartum or nursery but will be cared for according to the Short Stay policy inthe bithingroom.
c. Post cesarean section and tubal ligation patients will have an initial fundal check. After this if lochia is the same or less than the initialassessmedit fundal checks may be deferred for patient comfort.
d. One family member may spend thenight the room with the patient. No children.

## D. Nursery Patient

a. NRP and S.T.A.B.E.E. protogols will be instituted when indicated.
b. All IV fluids administeredto. neongtes will be on an infusion pump and/or syringe pump.
c. Any neonate on IV therap will be on strict intake and output. Bottle feeding will be measured and diapers will be weighed. All other newborns will be on simple I\&O (recording of feedings in minutes as well as numbers of voids and stools).
d. Daily eights
e. Rôomingunwith mothers is to be encouraged, with babies in nursery prn or if unstable.
f. All mewbolis will receive initial bath when stable according to the Nursery Admission policy. Everyone except parents will employ universal precautions until bath is completed.
g. All newborns will receive Newborn Screening and Hearing Screening per policy. If parents decline these screens, they must sign a waiver.
$h$. Infants are fed in accordance to the mother's wishes. Information on the benefits of breastfeeding will be provided. Breastfeeding is to be encouraged.
i. Photographs will be taken in the event of any birth defects and placed on the chart.
j. Blood pressure readings are not standard for neonates. Blood pressure will be measured on unstable neonates and/or per M.D. order.
k. Temperatures are to be routinely taken via temporal or axillary routes only. Rectal temperatures can be obtained when clinically indicated.

1. Standard SIDS precautions will be routinely followed by nursing staff

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- A safe, clean environment shall be provided for all patients, staff and visitors. The hospital Standard Precautions will be followed at all times.
A. All emergency equipment will be checked daily for proper functioning and electrical safety
- All nursing care will be appropriately documented.
- Nursing assessments, flow sheets, care plans will be updated and appropriately documented on at least every shift or more PRN.
- All medications will be given appropriately and according to hospital policy, including the Six Rights:

1. Right medication
2. Right dose
3. Right time
4. Right route
5. Right patient
6. Right documentation
$>$ In the event of medication incompatibility, an V at TKO rate or Saline lock may be inserted.
$>$ Nursing staff will be responsible for knowledge of medication given or utilizing appropriate resources to gain that knowledge.
> All patients receiving IV vasoactive and antidysthythmic agents will have additional monitoring ( $\mathrm{SPO}_{2}$, Telemetry, Cardiac and/or apmea monitoring) appropriate for the patient condition. Notify physician of significant changes as ordered
$>$ All sedation/analgesia will be given according to the IV sedation analgesia guidelines.
$>$ All neonatal dosages will initially be double checked with another nursing or pharmacy professional and referenteed against a pediatric drug guide (e.g. "Up-To-Date"). Neonatal IV fluids and medications given by nusing will be given by syringe Pump or other IV infusion pump.
$>$ The undelivered labor patients will have infusions of the following medications only by IV infusion pump. These medications will be piggybacked into a mainline infusion fluid at a port close to the patient in order to allow for rapid termination of treatment without compromising IV access:
7. Pitocin Oxytocin
8. Magnesium Sulfate

- Confidentiality and personal privacy will be maintained for patients at all times.
- When a patient is transferred to another facility, moved to another area of the hospital, or discharged, their status will be documented in the medical record and by verbal report. A telephone report will be given to a nurse of the receiving facility/unit. This will be done in addition to verbal reports to Ambulance/transport personnel.
- Discharge planning shall be initiated for all patients as soon as possible. Social Services will see patients assisting with applicable referrals. Social Services will assist with adoptions per the Adoption P/P.


## Title: Standards of Patient Care in the Perinatal Unit

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- Throughout the patient's stay, the patient and, as appropriate, his/her significant other will receive education specific to the patient's health care needs.
- Appropriate teaching will be started and ongoing for all patients/families/significant others. This will be documented in the patient's medical record.

Committee approval needed: No_Yes $\underline{X}$
Responsibility for review and maintenance: Perinatal Nurse Manager
Index Listings: Standards of Care, Perinatal; Perinatal Standards of Care, Stantards onperinatal Unit Revised: 5/2011, 1/2013jk


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# NORTHERN INYO HOSPITAL 

MEDICAL STAFF<br>POLICY \& PROCEDURE

CREDENTIALING HEALTH CARE PRACTITIONERS<br>IN THE EVENT OF A DISASTER

## POLICY:

In the event of a disaster or emergency where the Hospital's emergency management plan has been activated and the Hospital is unable to handle the immediate patient care needs, the Chief Executive Officer or the Chief of Staff or their designee(s) may grant Disaster Privileges to individuals presenting themselves as health care practitioners seeking to volunteer their services, after the process outlined below has been followed.

## PROCEDURE:

1. All Hospital departments and supervisory personnel (including Disaster Team Leaders) shall be instructed to direct all volunteering health care practitioners ("HCPs") to the Medical Staff Office (or to the Acting Administrator in the Disaster Command Center if the Medical Staff Office is not accessible).
2. Before a volunteer practitioner is considered eligible to function as a volunteer licensed independent practitioner, the volunteering HCP shall be required to produce a valid government-issued photo ID card with a signature (e.g., driver's license or passport) and at least one of the following:
a. a current license to practice medicine issued by a state, federal, or regulatory agency; or
b. identification indicating that the individual is a member of a Disaster Medical Assistance Team, the Medical Reserve Corps (MRC), the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP), or other recognized state or federal response organization or group; or
c. identification indicating that the individual has been granted authority, by a federal, state or municipal entity, to render patient care, treatment, or services in disaster circumstances; or
d. signed statement by a current Hospital or Medical Staff Member with personal knowledge regarding the practitioner's identity and ability to act as a licensed independent practitioner during a disaster.

If possible, copies of these documents should be made (and/or notation of the current hospital or medical staff member with personal knowledge). If it is not possible to make copies, the identification information (including full name, address, license number, issuing agency, etc.) shall be recorded.
3. The volunteering HCP shall be requested to indicate his/her malpractice carrier and the name of the hospital(s) where he/she currently holds privileges. If possible, verification of licensure, insurance, and hospital affiliations shall be made by telephone or electronic query. A query to the NPDB and OIG shall also be submitted, unless technologically not possible. In the event this information cannot be verified, emergency approval of Disaster Privileges may still be granted pending verification.
4. The Request for Disaster Privileges form shall be completed (as indicated on the attached form).
5. The available information shall be reviewed by the individual(s) authorized to grant emergency approval of Disaster Privileges, per Policy above. The on-site responsible Medical Staff member (i.e., in accordance with facility disaster plan, e.g., ER physician) shall interview the volunteer to determine the appropriate scope of assigned responsibilities, and make a recommendation based on the available information to the Chief Executive Officer or Chief of Staff or their designee(s), who are authorized to grant Disaster Privileges.
6. The volunteer HCP shall be partnered with a member of the Medical Staff or Allied Health staff of similar specialty. Partnering information shall be recorded with the other information regarding the volunteer HCP.
7. The volunteer HCP shall be issued a temporary identification badge indicating his/her name, status as an approved volunteer HCP , and notation of his/her partner.
8. Any such Disaster Privileges may be terminated at any time, with or without cause or reason, and any such termination shall not give rise to any rights of review, hearing, appeal or other grievance mechanism. Disaster Privileges shall be terminated immediately if any information is received that suggests the volunteer HCP is not capable of rendering services as approved.
9. As soon as the status of the emergency situation is such that routine credentials verification procedures are possible, the Medical Staff Office shall initiate such procedure in the manner set forth in the Medical Staff Bylaws.

## NORTHERN INYO HOSPITAL <br> REQUEST FOR DISASTER PRIVILEGES

Name: $\qquad$ Specialty: $\qquad$
Date of Birth: $\qquad$ SSN: $\qquad$ Sex: M F

Office Address: $\qquad$
Office Telephone: $\qquad$ Other Telephone: $\qquad$
Hospital(s) Where You Hold Privileges: $\qquad$
Malpractice Insurance Carrier: $\qquad$
Medical Staff Member References (name \& contact info for each):

1. $\qquad$
2. $\qquad$
3. $\qquad$
Signature: $\qquad$ Date: $\qquad$

VERIFICATIONS

|  | Photo ID | Type: | State/Country: | Expiration: |
| :--- | :--- | :--- | :--- | :--- |
|  | Medical License | Number: | Issued By: | Expiration: |
| DMAT, MRC, <br> ESAR-VHP, <br> Other | Number: | Issued By: | Expiration |  |
| Affirmation of <br> Identity | By: | Capacity: |  |  |
|  | Other |  |  |  |

Hospital Affiliation(s): $\qquad$
NPDB query submitted: $\qquad$ Received: $\qquad$ Findings: $\qquad$
OIG query submitted: $\qquad$ Received: $\qquad$ Findings: $\qquad$

## DISASTER DRIVILEGES ADDROVAL

## Partner Assignment

$\qquad$
Scope of Disaster Privileges Responsibilities: $\qquad$

Approved by (check one): CEO Chief of Staff Designee

Signature: $\qquad$ Date: $\qquad$
Print Name: $\qquad$

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Pioneer Home Health Care, Inc. Hospice Program Business Plan

## 1. Executive Summary

Hospice is a way of caring; it is not a place. When cure is no longer possible, the caring doesn't stop. Hospice care is a way to help those with a terminal illness be as comfortable as possible and focused on living, while also guiding family members to an understanding of what each dying person is experiencing.

Our objective is to become an enhanced team of experts dedicated to this process - nurse, physician, therapist, social worker, aide, spiritual counselor and volunteer to help make this challenging time a peaceful and meaningful journey for everyone involved. This enhanced hospice will reach beyond the Bishop area to serve all those in need, from Lone Pine to Mammoth Lakes, and possibly even to the June Lake area.

Our goal is to provide hospice care to all with a qualifying need, billing for what we can, and utilizing raised funds and donations to care for those who cannot pay.

Going beyond end-of-life care, our goal is to also have a strong bereavement program and a strong fundraising arm.

In light of these objectives, this proposal is to unite the expertise of Pioneer Home Health Care, Inc. (PHHC) and Hospice of the Owens Valley (HOV) under one; non-profit, corporate structure and one California home health care license, and to quickly prepare all involved employees and volunteers for Medicare certification and accreditation by the Accreditation Commission for Health Care (ACHA).

While shared staff and shared expenses will help us to be effective and efficient, it will be important for the Hospice of the Owens Valley to retain its identity and history, as it is a well-loved entity in our Bishop area.

## Pioneer Home Health Care, Ine. Hospice Program Business Plan

## 2. Agency Description

Pioneer Home Health Care, Inc. is a non-profit, 501 (c)(3), community-based agency, serving the Eastern Sierra for more than 22 years. The agency presently provides a home health care program, a personal care program and a senior care management program. Pioneer is well poised to embrace a hospice program, having strong leadership, knowledgeable clinicians, and willing support staff. This is all overseen by a supportive, community-based corporate board. The geographic area Pioneer serves includes all communities from Lone Pine to June Lake, and includes communities along Highway 6 as far as Benton. Its business office is in Bishop, centrally located to serve this vast area.

Pioneer's Home Health Care Program served 286 people in 2012, providing 2125 visits. The Personal Care Program served 65 clients, providing 21,590 hours of attendant care: Pioneer's net margin for 2012 was $\$ 62,868.00$.

# Pioneer Home Health Care, inc. Hospice Program Business Plan 

## 3. Service

We are proposing significant enhancements to the present available hospice services. While the HOV services have been limited to the Bishop and Big Pine areas, the proposal extends care to serve the majority of both Inyo and Mono counties. Many more people will have access to hospice care. Our goal is to provide hospice care to all with a qualifying need, regardless of ability to pay. Many more employees and volunteers will be providing care and support activities.

We will be a Medicare and Medi-Cal certified hospice program, giving us both Standards of Care and the ability to receive revenue for care provided. This revenue will be used for salaries and benefits of a greatly enlarged staff, and overhead costs.

Volunteerism and fundraising will be recruited in outlying areas (Lone Pine/Mammoth Lakes) and continued énergetically where it already exists. Donated funds will be used for indigent care, a bereavement program, and as seed money for any additional supportive hospice project.

While preserving the identity of the HOV, brochures, the website, and other community education literature will be updated to show the marriage of PHHC and HOV. While we will be sole provider without competition, it will be important to educate the community on the enhanced availability of hospice services.

Recruitment has already taken place for additional clinical and clerical support. Available as soon as needed are: a full-time RN, a nearly full-time LVN, and a half-time clerical support person. In addition to these, the present PHHC staff of medical social worker, certified home health aide, physical therapist and occupational therapist have additional available time to provide hospice care.

Technology use will be enhanced. All patient records will be done through electronic documentation, with laptops being utilized by field clinicians. Electronic records will be protected per HIPAA regulations. The present CareFacts home health documentation vendor will be providing us the hospice documentation format to meet all Medicare regulations and will provide necessary training to all staff. Through this system, the clinicians will have the capacity to reconcile all medications and be immediately aware of any potential severe interactions or drug duplications.

Once the core program has been merged and certified, there will be opportunity to focus energies on enhanced fundraising and future supportive programs.

# Pioneer Home Health Care, Inc. Hospice Program Business Plan 

## 4. Market Analysis

Historically, Hospice of the Owens Valley services have only been available in the areas around Bishop and Big Pine. There has been no competing hospice in the Inyo and Mono County areas. Our target market will be Lone Pine to June Lake, covering a significant portion of population not formerly served. Others that could have been served by hospice, died while in a skilled nursing facility (24 in 2010) or while under the care of PHHC (annual average of 16). While the average number of annual deaths in the Inyo and Mono County areas is $175-200$, HOV data indicates only serving $10 \%$ of these people. In other communities, at least $60 \%$ of dying people are served by a hospice entity. Our goal will be to serve a percent more closely aligned with other communities or closer to 100 patients annually.

The distribution patterns show that most of our patients will be in the Bishop and Southern Inyo areas, but moderate patient numbers will also be in the north. Heart disease is our largest cause of death, with cancer diagnoses coming in second. (see attachment)

Main competition toward reaching that patient census include the two skilled nursing facilities in Inyo. County and those who choose not to have any formalized end-of-life care. Our challenge will include sufficient education to the larger Eastern Sierra community, so that everyone becomes aware of their options for end-of-life care. Physicians and health care providers also need an awareness of the expansion of hospice services.

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# Pioneer Home Health Care, Inc. Hospice Program Business Plan 

## 5. Strategy and Implementation

A. Submit a letter of interest to the California Wellness Foundation, and other grant sources, requesting consideration for hospice program seed money support.
Who: Pat West
When: February 2013
B. Complete the legal agreement. Merge all employees and volunteers under the PHHC corporate structure. Hire all present paid employees of HOV.
Who: Authority for PHHC, HOV and Northern Inyo Hospital (NIH)
When: By end of February 2013
C. Transition all HOV funds under PHHC corporate structure

Who: Authority for PHHC, HOV and NIH
When: By end of February 2013
Set up a small oversight committee of former HOV volunteers to monthly review how hospice revenues and funds are being managed, and report back to corporate board if any concerns need to be addressed.
Who: Concerned volunteers from HOV, chosen by HOV Board
When: By end of March 2013
D. Transition all patients and their medical records from HOV to PHHC, reviewing each patient individually to determine if they would qualify for coverage under their present insurance plan or whether their care will be covered by hospice funds.
Who: Caitlin Higginbotham, PHN and Coco Sly, RN
When: By end of February 2013, no later than first week of March 2013
E. Physically vacate HOV building, integrating all people and necessary furniture, equipment, and supplies to the PHHC office. (This situation will be temporary, until a larger facility is identified or created). Temporarily rent adequate storage space for furniture and durable medical equipment.
Who: All staff and volunteers and possibly hire a mover
When: Move into PHHC building by March 15, 2013. Completely vacate HOV buildings by end of March, 2013
F. Generate a media campaign to celebrate and promote the new union and extended services. First step will be to reassure the community that HOV remains a vibrant part of the local community. Who: Pat West, Caitlin Higginbotham, Tom Boo and all staff and board When: Immediately after merger is legally settled Continue the media campaign in person to facilities and physicians, address at community clubs, use radio, television, newspaper, website, blogs.

Who: All staff and volunteers headed by Pat West and Caitlin Higginbotham When: Ongoing
G. Extend PHHC corporate board membership to the full compliment of 7 positions. Those with an interest, representing the geographic area to be served and representing the hospice interests, will submit a letter of interest to the PHHC corporate board for review and determination.
Who: All those with an interest to be an active PHHC corporate board member. PHHC present board members.
When: By end of March 2013
H. Continue to accept patients for hospice care under the present home health licensed program until the hospice program becomes Medicare certified. Provide all hospice services, including the volunteer, physician and spiritual support components. Begin serving the greater Eastern Sierra area for hospice patients.
Who: All merged employees and volunteers
When: From March 1, 2013 until time of hospice certification - projected for August 1, 2013
Continue to embrace the office volunteers and the services they provide
Who: All office volunteer staff
When: As soon as physical space has been designated at time of move, and ongoing.
I. Provide all training and preparation for staff and volunteers to be ready for Medicare certification and accreditation. When ready, apply for certification through ACHC and complete survey process, utilizing their support team to ensure readiness. If needed, may engage consultant. Utilize an on-line learning program, as well as local expertise. Become hospice certified. Who: Pat West and Caitlin Higginbotham to coordinate; all staff and volunteers to participate When: From March 2013 through July 2013 (3-6 months)
J. Establish all needed hospice contracts with support services - pharmacy, DME, hospitals, skilled nursing facilities.
Who: Administrator and Board
When: Completed by July 2013
K. After receiving Hospice Medicare certification, begin admitting patients directly under the certified hospice program. Determine which present patients need to be transitioned. Provide another media campaign with celebrations and congratulations!
Who: Clinical patient staff - patient transition / administrator and coordinators - media campaign When: August and September 2013
L. Recruit and train volunteers throughout the service area

Who: Hospice program coordinator
When: Ongoing
M. Work on a significant fundraiser and media blitz - possibly related to time of fair.

Who: Special committee of volunteers, board, administrator, coordinator
When: September 2013 (and obviously before)
N. Combine Light-Up-A-Life and Open House for a big December commendy celebrationveducation/fundraiser
Who: Everyone
When: December 4, 2013
O. Continue search and plans for a permanent office location to accommodate our growing needs and a place that represents us well in the health care community.
Who: Everyone
When: December 4, 2013

# Pioneer Home Health Care, Inc. Hospice Program Business Plan 

## 6. Management and Personnel

A. See organizational chart (attached) for explanation of management structure
B. Personnel Plan will include the following:

1. Transition all present paid HOV employees
2. Transition all present volunteers
3. Train all present PHHC staff (RN, LVN, PT, OT, MSW) to care for hospice patients
4. Hire additional RN, who will provide care for both home health and hospice patients. Progress her from per diem to full time as patient census grows
5. Increase present LVN hours from per diem to full time as patient census grows.
6. Recruit more volunteers for office, fundraising and bedside support.
7. Present option for medical director to remain in volunteer status or transition to paid status if work load significantly increases. Consider assistance of second physician to assist northern area.
8. Hire an additional 20 hour office employee and re-distribute office responsibilities to meet existing and new needs with greatest expertise.
9. Continue to grow the entire team as total patient census increases.

# Pioneer Home Health Care, Inc. Hospice Program Business Plan 

## 7. Financial Analysis

See attached projected Revenue and Projected Budget for 2013
There will be no revenue from insurance sources until hospice is Medicare certified. During the certification process, at least 5 hospice patients will be admitted under the new program, with at least 2-3 available for surveyor visits. We will not be able to bill for this care. Therefore, we cannot expect any hospice-specific revenue until certification is completed. The Medicare, Medi-Cal and Insurance revenue projected is from August through December only. This is based on a conservative average census of 26 patients, with average lengths of stay of 37 days each. This revenue should eventually offset all but approximately $\$ 16,000$ of first year costs. All Costs are projected on the budget sheets.

Pioneer Home Health Care - Projected 2013 Revenue and Budget

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Pioneer Home Health Care

Pioneer Home Health Care
Projected Budget For 2013 - Hospice Only


## AGREEMENT

THIS AGREEMENT effective on $\qquad$ , 2013, is entered into by and between Pioneer Home Health Care, Inc., a California corporation (hereinafter referred to as "Pioneer"), Northern Inyo Local Hospital District (hereinafter referred to as "Hospital" and Hospice of the Owens Valley, a sole proprietor (hereinafter referred to as "Hospice").

## STATEMENT OF PURPOSE

A. Hospice is the operator of a volunteer hospice program;
B. Hospice is an auxiliary of Hospital; and
C. Pioneer is a corporation authorized to do business in the State of California. Hospice desires to transfer and Pioneer desires to receive certain of the assets of Hospice used in or relating to its volunteer hospice operation on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the sufficiency of which are acknowledged by the parties, Hospice, Hospital and Pioneer agree as follows:

## ARTICLE I

ASSETS
1.1 Assets. Hospice shall assign, transfer, and deliver to Pioneer on the effective date all of the assets described in Section 1.1.

Transitioned Assets. The Transitioned Assets are described as follows:
1.1.1 A list of current patients and the originals of all records pertaining to all of Hospice's current patients.
1.1.2 All of Hospice's rights, to the extent assignable, in and to the contracts described on Schedule 1.1.2 for which Pioneer wishes to accept assignment.
1.1.3 The name "Hospice of the Owens Valley."
1.1.4 Furnishings and equipment listed on attached Schedule 1.1.4.
1.1.5 All applicable and/or transferable governmental permits, licenses, authorizations, provider numbers, approvals and consents in connection with the provision of volunteer hospice services listed on attached Schedule 1.1.5.
1.1.6 All cash assets, including, but not limited to, checking and savings accounts, money market accounts and certificates of deposit.
1.2 Liabilities. The Acquired Assets shall be transferred to Pioneer free and clear of all liabilities, obligations, liens, security interests, and encumbrances whatsoever. Pioneer shall in no event assume or be liable for any liability or obligation of Hospice. Hospice shall retain responsibility for all other liabilities and obligations with respect to its volunteer hospice operations, whether or not accrued and whether or not disclosed. Notwithstanding the foregoing, Pioneer shall assume full responsibility for, and shall indemnify and hold harmless Hospice with respect to, all obligations and liabilities arising out of or pertaining to the Assets and accruing with respect to periods following the effective date of this Agreement.

### 1.3 Payment of Certain Items.

With respect to certain expenses incurred in the operation of Hospice's services,
the following provisions shall be made. the following provisions shall be made:
(a) Operating Expenses. Hospice shall be responsible for all costs and expenses attributable to the ownership of the Assets up to the effective date and Pioneer shall become responsible for liabilities and all costs and expenses attributable to the ownership of the Assets from and after the effective date.
(b) Accrued Vacation. On or before the effective date, Hospice shall pay employees of its hospice operations who accept employment with Pioneer for all unused vacation days.

## ARTICLE II <br> REPRESENTATIONS, WARRANTIES, AND COVENANTS OF HOSPICE AND HOSPITAL

Hospice and Hospital represent and warrant to, and covenants with, Pioneer as follows:
2.1 Organization. Hospice is a sole proprietor validly existing in the State of California. Hospice has the requisite power and authority to own, operate, or lease the Assets and to conduct volunteer hospice operations as presently conducted. Hospice is duly qualified and is in good standing in all jurisdictions in which the character of the property owned, leased, or operated by Hospice's volunteer hospice operations or the nature of the business conducted by Hospice makes such qualification necessary.
2.2 Authority. Hospice and Hospital have the requisite power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereby. The execution, delivery, and performance of this Agreement have been duly and validly authorized by all
necessary action on the part of Hospice and Hospital. This Agreement has been duly executed and delivered by Hospice and Hospital and constitutes a valid and binding obligation of Hospice and Hospital enforceable against Hospice and Hospital in accordance with its terms subject to bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the rights and remedies of creditors and subject to the further qualification that the remedy of specific performance or injunctive relief is discretionary with the court before which any proceeding therefore may be brought.
2.3 No Conflict or Breach. The execution, delivery, and performance of this Agreement do not and will not:
2.3.1. conflict with or constitute a violation of any Articles of Incorporation of Hospice or Hospital;
2.3.2 conflict with or constitute a violation of any law, statute, judgment, order, decree, or regulation of any legislative body, court, administrative agency, governmental authority, or arbitrator applicable to or relating to Hospice, Hospital or the Assets;
2.3.3 conflict with, constitute a default under, result in a breach or acceleration of, or, except as set forth on Schedules 1.1.2 or 1.1.4, require notice to or the consent of any third party under any contract, agreement, commitment, lease, mortgage, note, license, or other instrument or obligation to which Hospice or Hospital is party or by which they are bound or by which the Assets are affected; or
2.3.4 result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever on any of the Assets.
2.4 Consents and Approvals. Hospice agrees that it is its responsibility to obtain (a) each consent, approval, authorization, registration, or filing with any federal, state, or local judicial or governmental authority or administrative agency and (b) each consent, approval, authorization of or notice to any other third party, which is required in connection with the valid execution and delivery by Hospice of this Agreement or the consummation by Hospice of the transactions contemplated herein, except for those consents, approvals, authorizations, registrations, and filings that may only be obtained by Pioneer. Hospice shall use commercially reasonable efforts to obtain those consents as promptly as possible.
2.5 Title to Assets. Hospice has good and marketable title to all of the Transitioned Assets, free and clear of any liens, encumbrances, claims, security interests, mortgages, or pledges of any nature.
2.6 Litigation. Except as set forth on Schedule 2.6, there are no claims, actions, suits, arbitration proceedings, inquiries, hearings, injunctions, or investigations relating to the Hospice's volunteer hospice operations or affecting the Assets pending, or to the knowledge of Hospice, threatened against Hospice. No claims have been brought within the last one (1) year against Hospice related to volunteer hospice operations or affecting the Assets or relating to Hospice's ownership, use, or operation of the Assets.
2.7.1 Except as set forth on Schedule 2.7, Hospice has, to its knowledge, complied with all laws applicable to its volunteer hospice operations, the violation of which would have a material adverse effect on Hospice or the Assets, and has obtained all Licenses of any governmental or regulatory authority material to the ownership, maintenance, and operation of its premises, services, and facilities and to Hospice's knowledge there is no pending threat of cancellation, modification, or nonrenewal of any such License nor any basis for such cancellation, modification, or nonrenewal which would have a material adverse effect on the Assets. All such Licenses have been made available to Pioneer for its review. Hospice is not, to her knowledge, presently in violation or default of any such License, and the present uses of the Assets do not violate any law where such violation or default would have a material adverse effect on the operations of Hospice's hospice services. Except as set forth in Schedule 2.7, no written notice or warning from any governmental or regulatory authority with respect to any failure or alleged failure of Hospice to comply with any law applicable to Hospice's ownership and operation of volunteer hospice services, which failure to comply would have a material adverse effect on Hospice, has been issued or given, nor, to Hospice's knowledge, is any such notice or warning proposed or threatened. Except as set forth on Schedule 2.7, no consent or approval of, prior filing with or notice to, or other action by any governmental or regulatory authority is required in connection with the execution and delivery of this Agreement or any assignment, agreement, or other instrument to be executed and delivered pursuant to this Agreement by Hospice or the consummation of the transactions provided for herein or therein, except for such consents and approvals that have been obtained and filings, notices, and other actions that have been taken or made.
2.7.2 Except as set forth on Schedule 2.7, the rights of Hospice in connection with its volunteer hospice operations have not been terminated or otherwise adversely affected as a result of any investigation or action by any federal or state governmental regulatory authority. Except as set forth on Schedule 2.7, as related to Hospice or the Assets, Hospice has not, during the past one (1) year, been the subject of any inspection, known investigation, survey, audit, or known monitoring by any governmental regulatory entity, trade association, professional review organization, accrediting organization, or certifying agency, which has resulted in an outstanding deficiency that would have a material adverse effect on such entity, nor has any such entity received any notice of deficiency in connection with the operation thereof that would have a material adverse effect on such entity. Except as set forth on Schedule 2.7, as related to Hospice or the Assets, copies of all material reports, correspondence, notices, and other documents relating to any such inspection, investigation, survey, audit, monitoring, or other form of review by a
governmental or regulatory authority to which any of the foregoing has been subject and to which Hospice has access have been made available to Pioneer.
2.8 Licenses. Except as set forth on Schedule 2.8, Hospice is not in material violation of any licensure requirements and no proceedings are pending or, to the knowledge of Hospice, threatened to revoke or limit any such license.
2.9 Statements True and Correct. To the knowledge of Hospice and Hospital, no representation or warranty made herein, including any Schedule with respect to such representation or warranty, nor any statement or certificate furnished or to be furnished pursuant to this Agreement, contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

## ARTICLE III REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PIONEER

Pioneer represents and warrants to, and covenants with, Hospice as follows:
3.1 Organization and Good Standing. Pioneer is a corporation duly organized, validly existing, and in good standing under the laws of the State of California. Pioneer is duly qualified and is in good standing in all jurisdictions in which the character of the property owned, leased, or operated by it or the nature of the business conducted by it makes such qualification necessary.
3.2 Authority. Pioneer has the requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of Pioneer. This Agreement has been duly executed and delivered by Pioneer and constitutes a valid and binding obligation of Pioneer enforceable against Pioneer in accordance with its terms subject to bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the rights and remedies of creditors and subject to the further qualification that the remedy of specific performance or injunctive relief is discretionary with the court before which any proceeding therefore may be brought.
3.3 No Conflict or Breach. The execution, delivery, and performance of this Agreement do not and will not (a) conflict with or constitute a violation of the Articles of Incorporation of Pioneer, or (b) conflict with or constitute a violation of any law, statute, judgment, order, decree, or regulation of any legislative body, court, administrative agency, governmental authority, or arbitrator applicable to or relating to Pioneer.
3.4 Governmental Approvals. Except as set forth on Schedule 3.4, no consent, approval, authorization, registration, or filing with any federal, state, or local judicial or governmental authority or administrative agency is required in connection with the valid execution and
delivery by Pioneer of this Agreement or the consummation by Pioneer of the transactions contemplated herein.
3.5 Statements True and Correct. To the knowledge of Pioneer, no representation or warranty made herein, including any Schedule with respect to such representation or warranty, nor any statement or certificate furnished or to be furnished pursuant to this Agreement, contains or will contain any untrue statement of material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

## ARTICLE IV COVENANTS OF HOSPICE

Hospice covenants and agrees with Pioneer as follows:
4.1 Conduct of Volunteer Hospice Operations. Prior to the effective date, Hospice has conducted its volunteer hospice operations in the normal and customary manner in the ordinary course of business.
4.2 Access and Information. Prior to the effective date, Hospice shall permit Pioneer and its counsel, accountants, and other representatives reasonable access during normal business hours to the properties, assets, books, records, agreements, and other documents of Hospice pertaining to the Assets. Prior to the effective date, Hospice shall furnish to Pioneer and its representatives all information concerning the Assets or its volunteer hospice operations as Pioneer may reasonably request. Prior to effective date, Hospice shall permit and facilitate appropriate communications between Pioneer's and Hospice's suppliers, customers, landlords, and other persons having relationships with its volunteer hospice operations.
4.3 No Other Solicitations. Until the earlier of the effective date or the termination of this Agreement, Hospice and its management and representatives shall not solicit or encourage any offer, proposal, or inquiry from, or engage in any discussions or negotiations with, any person regarding the disposition of any of the Assets or of any material part of its volunteer hospice services.

### 4.4 Hospice's Employees.

4.4.1 Hospice shall make adequate provisions for a settlement of all obligations. of Hospice to any employees terminated as a result of this transfer of assets or who do not accept employment with Pioneer to the extent vested as to such employees and required by applicable law or by contract to be paid or provided to such employees; including accrued salaries, wages, payroll taxes, any severance pay entitlements, health, medical, retirement, vacation or deferred compensation benefits, and any other obligations and expenses of any kind or description of Hospice arising out of or relating to the employment by Hospice or Hospice's termination of such employees.
4.4.2 With respect to those employees of Hospice who accept employment with Pioneer, Hospice shall make adequate provisions for a settlement of all obligations of Hospice, to the extent vested as to such employees and required by applicable law or by contract to be paid or provided to such employees, including accrued salaries, wages, payroll taxes, any severance pay entitlements, health, medical, retirement, or deferred compensation benefits, and any other obligations and expenses of any kind or description of Hospice arising out of or relating to the employment by Hospice or Hospice's termination of such employees.
4.4.3 In the event the effective date does not coincide with the ending date of Hospice's pay period, Hospice shall take appropriate action, such as prorating employee deductions over the applicable portion of the pay period prior to the effective date, to assure that amounts deducted from Hospice's employees' pay for employee benefits match the employee benefits provided to such employees by Hospice prior to the effective date.
4.5 Use of Names. Following Closing, Hospice and Hospital shall not conduct business under or use the name "Hospice of the Owens Valley" or any other name under which it has conducted its volunteer hospice operations. Hospital hereby agrees to remove Hospice from its website as an auxiliary on the effective date. The parties hereby acknowledge that Pioneer will use the name "Hospice of the Owens Valley" after the effective date.
4.6 Telephone Numbers. Following the effective date, Hospice shall cause all the telephone numbers of its volunteer hospice operations listed on Schedule 4.8 to be utilized solely by Pioneer.

### 4.7 Noncompetition.

4.7.1 For a period of five (5) years following the effective date, Hospice and Hospital shall not engage or be involved as an equity owner, either directly or indirectly, in any entity, including without limitation as a shareholder, partner, or member, which is engaged in the provision of hospice services in the State of California.
4.7.2 Hospice and Hospital acknowledge that the covenants contained in this Section are reasonably necessary to protect the legitimate interests of Pioneer, are reasonable with respect to time and territory, and do not interfere with the interests of the public. Hospice and Hospital further acknowledges that the description of the covenants contained in this Section is sufficiently accurate and definite to inform it of the scope of the covenants.
4.7.3 Hospice and Hospital acknowledge that a breach or violation of any of the covenants under this Section will result in immediate and irreparable harm to Pioneer in an amount that will be impossible to ascertain at the time of the breach or violation, and that the award of monetary damages will not
be adequate relief to Pioneer. Therefore, notwithstanding anything to the contrary contained in this Agreement, the failure on the part of Hospice to perform all of the covenants established by this Section shall give rise to Pioneer's right to obtain enforcement of this Section in a court of equity by a decree of specific performance or other injunctive relief. This remedy shall be cumulative and in addition to any other remedy Pioneer may have.

## ARTICLE V MUTUAL COVENANTS

Pioneer covenants and agrees with Hospice, and Hospice covenants and agrees with Pioneer as follows:
5.1 Commercially Reasonable Efforts. Pioneer and Hospice shall use commercially reasonable efforts to make or obtain all consents, approvals, authorizations, registrations, and filings with all federal, state, or local judicial or governmental authorities or administrative agencies as are required in connection with the consummation of the transactions contemplated by this Agreement.
5.2 Confidentiality. In recognition of the confidential nature of certain of the information that will be provided to each party by the other, the parties agree, to the extent permitted by law, to retain in confidence and to require its partners, directors, officers, employees, consultants, professional representatives, and agents to retain in confidence all confidential information transmitted or disclosed to it by the other and further agree that it will not use for its own benefit and will not use or disclose to any third party, or permit the use or disclosure to any third party of, any confidential information obtained from or revealed by the other, except that the parties may disclose the information to those of its representatives who need the information for the proper performance of their assigned duties with respect to the consummation of the transactions contemplated hereby. In making such information available to its representatives, Pioneer and Hospice shall take any and all precautions necessary to ensure that its representatives use the information only as permitted hereby. Notwithstanding anything to the contrary in the foregoing provisions, such information may be disclosed (a) where it is necessary to any regulatory authorities or governmental agencies; (b) if it is required by court order or decree or applicable law; (c) if it is ascertainable or obtained from public or published information; (d) if it is received from a third party unknown to the recipient to be under an obligation to keep such information confidential; or (e) if the recipient can demonstrate that such information was in its possession prior to disclosure thereof in connection with this Agreement. If either party shall be required to make disclosure of any such information by operation of law, such disclosing party shall give the other party prior notice of the making of such disclosure and shall use all reasonable efforts to afford such other party an opportunity to contest the making of such disclosure.
5.3 Notice to Patients. Hospice and Pioneer shall work together to prepare a mutually acceptable notice of the transactions contemplated hereby which shall be delivered to the patients of Hospice's volunteer hospice operations.

### 5.4 Post-Effective Date: Maintenance of and Access to Information.

5.4.1 The parties acknowledge that after the effective date each party may need access to information or documents in the control or possession of the other party for the purposes of concluding the transactions herein contemplated, tax returns or audits, compliance with the government reimbursement programs and other legal requirements, and the prosecution or defense of third party claims. Accordingly, each party shall keep, preserve, and maintain in the ordinary course of business and as required by legal requirements and relevant insurance carriers all books; records; including patient medical records; documents; and other information in the possession or control of such party for a period of five (5) years following the effective date.
5.4.2 Each party shall cooperate fully with and make available for inspection and copying by, the other party, its employees, agents, counsel, and accountants and/or governmental authorities, upon written request and at the expense of the requesting party, such books, records, documents, and other information to the extent reasonably necessary to facilitate the foregoing purposes. In addition, each party shall cooperate with, and shall permit and use commercially reasonable efforts to cause its respective former and present partners, directors, officers, and employees to cooperate with the other party on and after the effective date in furnishing information, evidence, testimony, and other assistance in connection with any action, proceeding, arrangement, or dispute of any nature with respect to the subject matters of this Agreement and pertaining to periods prior to the effective date. The exercise by Hospice of any right of access granted herein shall not materially interfere with the business operations of Pioneer. For a period of one hundred eighty (180) days following the effective date, Hospice shall permit and facilitate appropriate communications between Pioneer and Hospice's suppliers, customers, landlords, and other persons having relationships with Hospice's volunteer hospice operations.

## ARTICLE VI CONDITIONS PRECEDENT TO PIONEER'S OBLIGATIONS

The obligations of Pioneer to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions on or before the effective date, unless specifically waived in writing by Hospice prior to the effective date:
6.1 Representations and Warranties. The representations and warranties of Hospice contained in this Agreement shall have been true and correct on the date of this Agreement and
shall be true and correct in all material respects on the effective date as though made on and as of the effective date.
6.2 Compliance with Covenants. Hospice shall have substantially performed and substantially complied with all covenants, agreements, and obligations required by this Agreement to be performed or complied with by it on or prior to the effective date.
6.3 Absence of Litigation. No action or proceeding shall be pending or, in the reasonable opinion of Pioneer, threatened by or before any court or other governmental body or agency seeking to restrain, prohibit, or invalidate the transactions contemplated by this Agreement or which would adversely affect the right of Pioneer to own, operate, or control the Assets of Hospice after the effective date.
6.4 Absence of Change. Between the date of this Agreement and the effective date, no material adverse change shall have occurred in the business, operations, business prospects, or financial or other condition of the Assets, nor shall there have occurred any material casualty loss or destruction of, or damage to, any of the Assets.
6.5 Consents and Approvals. All (a) required consents; (b) licenses; (c) other orders or notifications of, or registrations, declarations, or filings with, or expiration of waiting periods imposed by, any applicable governmental or judicial authority; and (d) consents, approvals, authorizations, or notifications of any other third parties, all as required in connection with consummation of the transactions contemplated by this Agreement, including the operation of Hospice, shall have been made or obtained by Hospice.

## ARTICLE VII CONDITIONS PRECEDENT TO HOSPICE'S OBLIGATIONS

The obligations of Hospice to consummate the transaction contemplated by this Agreement are subject to the satisfaction of each of the following conditions on or before the effective date, unless specifically waived in writing by Hospice prior to the effective date:
7.1 Representations and Warranties. The representations and warranties of Pioneer contained in this Agreement shall have been true and correct on the date of this Agreement, and shall be true and correct in all material respects on the effective date as through made on and as of the effective date.
7.2 Compliance with Covenants. Pioneer shall have substantially performed and substantially complied with all covenants, agreements, and obligations required by this Agreement to be performed or complied with by it on or before the effective date.
7.3 Absence of Litigation. No action or proceeding shall be pending by or before any court or other governmental body or agency seeking to restrain, prohibit, or invalidate the transactions contemplated by this Agreement.
7.4 Consents and Approvals. All Required Consents shall have been obtained prior to or on the effective date by Pioneer.

## ARTICLE VIII INDEMNIFICATION

8.1 Indemnification by Hospice. Hospice shall indemnify, defend, and hold harmless Pioneer, its managers, officers, directors, members, shareholders, and affiliates from, against, and with respect to any and all action or cause of action, loss, damage, including, without limitation, all foreseeable and unforeseeable consequential damages, claim, obligation, liability, penalty, fine, cost, and expense, including, without limitation, reasonable attorneys' and consultants' fees and costs and expenses incurred in investigating, preparing, defending against or prosecuting any litigation, claim, proceeding, demand, or request for action by any governmental or administrative entity, of any kind or character arising out of or in connection with any of the following:
8.1.1 any and all liabilities and obligations of Hospice, of any kind or nature whatsoever, whether accrued, absolute, contingent, or otherwise, known or unknown;
8.1.2 Hospice's ownership and use of the Assets prior to the effective date, including, without limitation, any and all liabilities arising under Hospice's Licenses or arising under contracts which relate to events occurring prior to the effective date.
8.2 Indemnification by Pioneer. Pioneer shall indemnify, defend, and hold harmless Hospice and its managers, officers, directors, members, shareholders, and affiliates from, against, and with respect to any loss arising out of or in connection with any of the following:
8.2.1 Pioneer's ownership and use of the Assets on and after the effective date.
8.3 Notice of Claim. Any party seeking to be indemnified hereunder shall notify the other party from whom indemnity is sought in writing of any claim for recovery; specifying in reasonable detail the nature of the loss. The indemnified party shall provide to the other party as promptly as practicable thereafter all information and documentation reasonably requested by the other party to verify the claim asserted.

## ARTICLE IX MISCELLANEOUS

9.1 Survival of Representations. All representations, warranties, and obligations of the parties hereto contained in this Agreement or otherwise made in writing in connection with the transactions contemplated hereby shall survive the execution and delivery of this Agreement and the effective date hereunder. The right to indemnification, payment of damages, or other remedy based on the representations and warranties of Hospice, and on covenants, agreements, and
obligations herein of Hospice will not be affected by any investigation conducted with respect to, or any knowledge acquired or capable of being acquired, at any time, whether before or after the execution and delivery of this Agreement or the effective date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, agreement, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant, agreement, or obligation, will not affect the right to indemnification, payment of damages, or other remedy based on such representation, warranty, covenant, agreement, or obligation.
9.2 Risk of Loss. The risk of loss, damage, or condemnation related to Hospice's volunteer hospice operations or of any of the Assets from any cause whatsoever shall be borne by Hospice at all times prior to the effective date. In the event of any loss, damage, or condemnation of any of the Assets prior to the effective date, Pioneer shall have the option, in its sole discretion and expense, to:

### 9.2.1 terminate this Agreement by written notice to Hospice; or

9.2.2 proceed to complete the transition contemplated by this Agreement and complete the restoration and replacement of such damaged Assets after the effective date, in which event Hospice shall assign to Pioneer the right to receive all insurance proceeds payable in connection with such damage.
9.3 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transfer of the Assets is consummated.
9.4 Publicity. The parties shall work together to prepare a mutually acceptable joint announcement of the transactions contemplated hereby, which shall be released to the public shortly following the effective date. Except to the extent otherwise required by this Agreement or applicable law, the parties shall not make any press releases or other announcements prior to the effective date with respect to the transactions contemplated hereby except as required by applicable law without the prior approval of the other party.
9.5 Notices. All notices, demands, and other communications made hereunder shall be in writing and shall be given either by personal delivery, by nationally recognized overnight courier with charges prepaid or by United States Postal Service certified mail, return receipt requested and shall be deemed to have been given or made when delivered at the following addresses or such other address for a party as shall be specified by like notice:

$$
\text { If to Hospice: } \quad \text { Hospice of the Owens Valley }
$$

If to Pioneer:
Ms. Pat West
Pioneer Home Health Care, Inc.
162 East Line Street
Bishop, California 93514

If to Hospital:
9.6 Governing Law. This Agreement shall be governed by the laws of the State of California applicable to agreements made and to be performed entirely within such state.
9.7 Mediation; Jurisdiction.

9:7.1 If any dispute arises out of or in connection with this Agreement, the breach thereof, or indemnification pursuant thereto, prior to commencing litigation, the parties shall attempt to settle the dispute through mediation. The party claiming a dispute shall notify the other party in writing. Within five (5) business days of receipt of such notice given in accordance with the above requirements, the parties may mutually agree in writing upon a mediator. If the parties cannot agree in writing uipon a mediator, each party shall immediately designate a mediator and give notice in writing of such designation to the other party in accordance with the above requirements. These two mediators shall immediately select a third mediator who shall mediate this dispute. Mediation shall be conducted no later than fifteen (15) business days from the initial receipt of notice of a dispute by either party.
9.7.2 Any action or proceeding seeking to enforce any provision, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of California, County of $\qquad$ . Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.
9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9.9 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of all other parties hereto and any purported assignment without such consent shall be void.
9.10 Third Party Beneficiaries. None of the provisions of this Agreement or any document contemplated hereby is intended to grant any right or benefit to any person or entity that is not a party to this Agreement.
9.11 Headings. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of this Agreement, and shall not in any way affect the meaning or interpretation of this Agreement.
9.12 Amendments. Any waiver, amendment, modification, or supplement of or to any term or condition of this Agreement shall be effective only if in writing and signed by all parties hereto.
9.13 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.
9.14 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
9.15 Severability. In the event that any provision in this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Agreement shall not be in any way impaired and the illegal, invalid, or unenforceable provision shall be fully severed from this Agreement, and there shall be automatically added in lieu thereof a provision as similar in terms and intent to such severed provision as may be legal, valid, and enforceable.
9.16 Entire Agreement. This Agreement and the Schedules and Exhibits hereto constitute the entire contract between the parties hereto pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized officer as of the date first above written.

Pioneer Home Health Care, Inc.
By:
Name:
Title:
Address: $\qquad$
By: $\qquad$
Name: $\qquad$
Title:
Address: $\qquad$

Hospice of the Owens Valley

By:
Name:
Title:
Address: $\qquad$
By:
Name: $\qquad$
Title: $\qquad$
Address: $\qquad$

Northern Inyo Local Hospital District

By:
Name: $\qquad$
Title: $\qquad$
Address: $\qquad$

By:
Name:
Title:
Address:


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## Northern Inyo Hospital Employee Incentive Store Proposal

As Northern Inyo Hospital is located in such a remote area, one of our main marketing goals is to convince those who can afford to leave the area, to spend their healthcare dollars locally. From a traditional marketing perspective, this is accomplished by building consumer confidence in the Northern Inyo Hospital brand by providing consistently high quality experiences at our facility. Unfortunately, with the advent of the internet and saturation of the healthcare market, traditional advertising is becoming less effective. Contemporary pervasive marketing strategies focus on finding ways for consumers to interact with brands on an emotional, intellectual and physical level. Meaningful brand experiences stick with consumers, especially when those experiences are in line with personal values and beliefs. In this new era of experience marketing, consumers interact with brands in order to achieve satisfaction with, and loyalty to the brand. ${ }^{1}$

The creation of an Employee Incentive Store would allow Northern Inyo Hospital to begin to fulfill this new marketing need, while simultaneously providing rewards and incentives to staff for demonstrating good behavior. These internal incentive stores can be very popular with staff and go a long way to build morale and brand loyalty. Additionally, selecting Northern Inyo Hospital branded items for the store that are highly visible in public, that are in line with our values of promoting health and wellness, and that have a high likelihood of being given or shared with other community members, would allow us to provide a symbolic and sustainable memory of the experience of utilizing them as well as physical interaction with the Northern Inyo Hospital brand.

The store would be virtually housed on Northern Inyo Hospital's intranet. The physical items would be ordered, stored and delivered to staff by Cheryl Underhill. Items would be "purchased" by Northern Inyo Hospital staff with NORTHERN INYO HOSPITAL BUCKS. NORTHERN INYO HOSPITAL BUCKS could be earned by staff in a variety of methods such as demonstrating excellence at their job, participating in Northern Inyo Hospital sponsored events like working a booth, participating in the Northern Inyo Hospital /ACl Wellness Program which proactively works to reduce healthcare costs for our staff, etc... The Human Resource Department, Department Heads and Administrative Staff could be allocated a predetermined amount of NORTHERN INYO HOSPITAL BUCKS to reward staff members who demonstrate going above and beyond the call of duty. Items would be priced at market value and one NORTHERN INYO HOSPITAL BUCK would roughly equal \$1.

Requirements for items in store:
A. The item must prominently display the current Northern Inyo Hospital logo.
B. The item must have a high probability of being seen in public.
C. The item must be cool. It must be likely that the item would be sought after by nonNorthern Inyo Hospital staff.
D. Consumers must be able to interact with the product in a meaningful way.
E. The majority of items should promote health and wellness for individuals and our community as a whole.

## Northern Inyo Hospital Employee Incentive Store Proposal

Here are some examples of items that could be featured in the virtual store:


## Northern Invo Hospital Employee Incentive Store Proposal

In an effort to prevent self-dealing activities, NORTHERN INYO HOSPITAL BUCKS would be printed under controlled circumstances, numbered, and tracked when issued. Additionally, the authorizing party (i.e. Department Head) would physically sign the NORTHERN INYO HOSPITAL BUCKS when given to a staff member, so there is no question as to who authorized the incentives for the individual wanting to "purchase" items from the store.

The items in the virtual store will not be for sale, as that would require the collection of retail sales tax. This virtual store would be a marketing and incentive effort, not a direct source of revenue for the hospital.

The initial budget for this project is requested at $\$ 5,000$. This would allow the virtual store to be stocked with a variety of imprinted items (which usually carry minimum order thresholds). The success of the project and the budget for subsequent years would be reviewed annually.

## References

1. Van Waart, P., \& Mulder, I. Meaningful advertising: pervasive advertising in the experience economy. (March 2011). Retrieved from http://pervasiveadvertising.org/wpcontent/uploads/2011/03/vanwaart.pdf.

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Zimmer Orthopaedic Surgical Products (OSP) Proposal

DATE: Quote




## Ordering Information


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Prod No.
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## Description

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Key Chuck Modular Coupling


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Prod No.

89-8509-451-20
Reciprocating Saw Attachment

Contact your Zimmer representative or visit us at www.surgical.zimmer.com

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## Customer

Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514
(760) 873-5811

MultiMedical Systems is pleased to have this opportunity to submit a proposal for services requested by Northern Inyo Hospital. The acceptance of this agreement, according to the terms and conditions as specified, constitutes the customer's agreement to pay for services provided by MultiMedical Systems.

4704 W. Jennifer Avenue Suite 101
Fresno, CA 93722
(888)492-3400 (559)276-1647

Fax (559)276-0109
multimedicalsystems.com

## Contract highlights include:

- The equipment covered and contract cost is based on the attached equipment list and codes assigned.
- PM and Repair labor is designated by the assigned service code in the attached inventory list.
- PM and Repair parts are not included.
- Repairs not covered under this contract will be billed at contract rates per paragraph " $\mathbf{C}$ ".
- Please review all exclusion paragraph " $\mathbf{K}$ ", inclusion paragraph " $\mathbf{L}$ " and contract type paragraph "M")

Contract Costs

## One Full-time On-site Technician:

\$135,000

Please choose the desired option below:

|  | Stand Alone Cost | Service Type: | Cost to add to Contract |
| :--- | ---: | ---: | ---: |
| Specialty Ad Ons | $\$ 8,060.00$ | FSLO | $\$ \mathbf{\$ 2 , 4 8 0 . 0 0}$ |
| $\square$ Anesthesia - Drager | $\$ 7,050.00$ | PMEL | $\mathbf{\$ 1 , 7 6 0 . 0 0}$ |
| $\square$ Skytron - Tables and Skyvision | $\$ 2,950.00$ | FSLO | $\$ 850.00$ |
| $\square$ Portable X-Ray - AMX-2 | $\$ 2,850.00$ | FSLO | 0.00 |
| $\square$ Stryker Neptune's | $\$ 15,750.00$ | PMEL | $\$ 4,250.00$ |
| $\square$ Steris - Sterilizers | $\$ 1,980.00$ | FSLO | 0.00 |
| $\square$ Ventilators - iVents | $\$ 1,775.00$ | FSLO | $\mathbf{0 . 0 0}$ |
| $\square$ Ventilators - PB 840 | $\$ 40,415.00$ |  | $\$ 9,340.00$ |

Monthly payments are due prior to the month service is rendered. This proposal is valid for 60 days from the quote date at the bottom of this page.

## MultiMedical Systems

January 30, 2013
Customer Acceptance of Contract Terms
Signature $\qquad$
Signature $\qquad$
Title $\qquad$

Date $\qquad$
Title $\qquad$

Date $\qquad$

## Contract Agreement Conditions and Terms:

This agreement is between MultiMedical Systems, hereinafter referred to as "MMS" and Northern Inyo Hospital, hereinafter referred to as "The Client." The term of this agreement shall be for 36 months, commencing on March 1, 2013 and expiring on February 29, 2016.

## A. PLANNED MAINTENANCE

During the term of this agreement, MMS will schedule and provide planned maintenance as indicated herein. PM frequency of all equipment is designated on the attached inventory list. This maintenance shall be scheduled, normally during the Standard Coverage Period and all equipment will be made available to MMS personnel at the scheduled time. Planned maintenance generally includes checking mechanical and electrical safety, functional testing and adjusting for optimum mechanical performance as defined by manufacturer's recommendations and regulatory requirements. Minor repairs can be completed during the planned maintenance as time permits. Any other needed repairs will be noted and scheduled for correction. Upon completion of each inspection, MMS will provide appropriate documentation of the Periodic Maintenance (PM) performed. The PM inspections by MMS determine the safety and operational integrity of tested equipment at the time of the inspection. If the device has a requested service code of Electrical Safety Only (ELSO) then MMS cannot guarantee that the medical device is working to manufacturer's specifications. Mechanical abuse, power fluctuations and environmental factors, among other causes, may result in equipment problems in the interim. Hence, these inspections in no way eliminate the necessity for the manufacturer's recommended user operational testing and inspections prior to use. All service rendered will comply with regulatory directives such as DHS, NFPA, Title 22, CLIA, FDA, ISO 9000 and Joint Commission.

## B. STANDARD COVERAGE PERIOD

The standard coverage period for MMS is 8:00 A.M. to 5:00 P.M., Monday through Friday (excluding holidays observed by MMS as noted below). Type of service coverage is based on the service code assigned to each device on the attached inventory list. See Exhibit "C" for service code explanation. All unscheduled repair service performed outside the standard coverage period, after hours, or on holidays and weekends shall be billed out at the Overtime or Holiday rates listed in Table 1 following paragraph D. MMS maintains a service technician on call 24 hours a day, 7 days a week. The aforementioned standard coverage period may be superseded by terms of the contract cover face. The holidays recognized by MMS are observed on dates designated by the United States Government, and are as follows: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. MMS Reserves the right to amend this list at any time.

## C. REPAIR SERVICE

MMS will provide repair service for the equipment listed herein when requested by The Client and will make every effort to respond to service calls at a mutually agreed upon time. When an emergency call is placed for equipment covered by this agreement (and is nonfunctional at the time of the call), MMS will make every effort to respond within three hours of the time service is requested. All subcontractors will make every effort to respond within four hours of requested service. All billable charges for labor and travel are set forth according to the tables below. MMS reserves the right to correct all work orders that don't adhere to, or correspond to tables 1 \& 2 below. Consulting time is billed for meetings, equipment evaluation, special projects, in-servicing, or special training not otherwise specifically included in this contract. (The "*" denotes Specialty Services.)

| Hourly Rates and Minimum Billing | Hourly Rate | Hours | Minimim Billing Charges | Overtine | Hours | 01 <br> Mininum Billing | Double lime: <br> Sundays, Holiday \& between $9: 00 \mathrm{pn}$ \& 7:00am |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |
| Unscheduled | \$85.00 | 1.0 | \$85.00 | \$127.50 | 4.0 | \$510.00 | \$170.00 |
| SHETHR |  |  |  |  |  |  |  |
| *Audiometers, Biomedical Systems (eg. Monitoring Systems, Powrer Tables, Surgical lights \& Eab | \$110.00 | 1.0 | \$110.00 | \$165.00 | 4.0 | \$660.00 | \$220.00 |
| * Dental Radiology. Sterilizers \& Ventiators | \$110.00 | 1.5 | \$165.00 | \$165.00 | 4.0 | \$660.00 | \$220.00 |
| * Anesthesia, Consulting, Imaging, Surgical Lasers \& Dialysis | \$155.00 | 2.0 | \$310.00 | \$232.50 | 4.0 | \$930.00 | \$310.00 |

## Table 1

The minimum repair labor is based on the above table for the first service event and a minimum of $1 / 2$ hour for each additional service event during the same service trip. Prevailing labor rates will be billed on all services provided, including zone travel charges, unless otherwise stated on a service contract agreement. Minimum billing for all after hours service is 4 hours at the overtime rate, plus a zone charge from the location of the on-call technician, or the nearest available technician.

|  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Zones | Zone 1 | Zone 2 | Zone 3 | Zone 4 | ZoneS | Zone 6 |
| Zone Miles | (In Town) | $(0=25)$ | $(25-60)$ | $(60-100)$ | $(100175)$ | $\Delta 175$ |
|  | THERHE |  |  |  |  |  |
| Biomedical \& Dental General | \$60.00 | \$96.00 | \$144.00 | \$216.00 | \$324.00 | \$95.00 per hour |
| *Audiometers, Dental Radiology, Power Iables, Surgical Lights, Lab, Sterilizers, Instrument Cleaners, \& Ventilators | \$88.00 | \$132.00 | \$198.00 | \$297.00 | \$445.50 | \$112.50 per hour |
| * Anesthesia, Consulting, Dialysis, Surgical Easers \&Imaging | \$124.00 | \$186.00 | \$279.00 | \$418.50 | \$627.75 | \$165.00 per hour |
|  | 20. |  |  |  |  |  |
| Biomedical \& Dental General | \$96.00 | \$144.00 | \$216.00 | \$324.00 | \$486.00 | \$144.00 per hour |
| *Audiometer, Dental Radiology, Power Tables, Surgical Eights, La b, Sterilizers, Instrument Cleaners \& Ventilators | \$132.00 | \$198.00 | \$297.00 | \$445.50 | \$668.25 | \$198.00 per hour |
| * Anesthesia, Consiliting, Dialysis, Surgical Lasers \& Truging | \$186.00 | \$279.00 | \$418.50 | \$627.75 | \$941.63 | \$279.00 per hour |

Table 2
The Zone that the client is charged for biomedical service is from the nearest available technician, whichever is closest. The Zone charge for any specialty "*" service is from the nearest available specialty trained technician.

## D. GENERAL CONDITIONS

1. This service agreement is contingent upon the proper use of all equipment and the observance of all operational instructions. It specifically excludes labor, parts, and expenses necessary to repair equipment damaged by accident, neglect, misuse, abuse, fire, flood, natural disasters, water damage or other calamities commonly defined as "Acts of God" or by The Client's failure to maintain the manufacturer's recommended environmental conditions and power line specifications. Also failures due to attempts to modify, alter, add to, relocate, reinstall, or service by other than MMS shall be billed for labor, parts and expenses at the prevailing MMS rates and terms then in effect.
2. Excusable Delay: MMS agrees to perform all services in good faith but has no responsibility or liability for delays by suppliers in providing materials, parts, or services. Acts of God, fire, flood, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any governmental act, regulation or request, shortage of labor, materials, or manufacturing facilities, multiple employee sicknesses or injuries, or any other cause beyond our reasonable control, is not the responsibility of MMS.
3. MMS shall be responsible for the repair, re-calibration or replacement of any equipment rendered unserviceable to The Client solely as the result of negligent or wrongful acts by MMS in conducting service operations. In no event shall MMS be responsible or liable to The Client or any representative of The Client in excess of its obligation to repair, recalibrate, or replace the equipment serviced under this contract. To repair or replace said items would be at the discretion of MMS.
4. The prevailing contract rates for labor and parts can increase from time-to-time when the cost to provide such service and parts increases. If and when such changes take place, an addendum to the contract shall be made.
5. This contract may be cancelled with written notice 60 days prior to the anniversary date of the contract. The anniversary date is considered the first day of the month that the contract takes affect. Written notice of cancellation must be delivered by registered mail.

## E. TEST EOUIPMENT

It is The Client's responsibility to maintain and make available all service manuals, card extenders, special test tools, adapters, etc. that are provided and required by the manufacturer. MMS will supply all test instrumentation required for repairs and/or inspections with the exception of specialty devices that are unique to this Client facility or to the manufacturer. Such specialty test equipment will be provided by The Client. All calibrations of test instrumentation shall be traceable to the National Bureau of Standards.

## F. DOCUMENTATION AND EQUIPMENT MANAGEMENT PROGRAM

During the term or at the termination of the agreement MMS will provide complete documentation in compliance with the requirements of all accreditation agencies. All repairs and inspection data will be documented and provided to a designated person or department. An inspection and maintenance summary will be provided at quarterly intervals. MMS will provide The Client with all records required by regulatory agencies that pertain to MMS' technicians' certification \& training. MMS will provide, for its technicians, a laptop with its computerized Equipment Management Program. The Client shall retain ownership of all data within the computer files that is pertinent to equipment serviced under this agreement and for which are available online via the internet.

## G. INSURANCE

MMS maintains coverage for general and professional liability and worker's compensation. Mid-Continent Casualty, General Aggregate - $\$ 3,000,000$; Products - Completed Operations Aggregate Limit - $\$ 3,000,000$; Personal and Advertising Injury $\$ 1,000,000$; Each Occurrence - $\$ 1,000,000$; Commercial Excess Policy - Each Occurrence - $\$ 4,000,000$, Policy Aggregate Limit $\$ 4,000,000$. The excess policy adds $\$ 4,000,000$ to the main policy for a total of $\$ 5,000,000$.

## H. PAYMENT

Contracted Time, Material Services, and Sales Taxes are payable upon receipt of invoice. Charges for services performed, or parts used that are not covered by the terms of this agreement, shall be invoiced to The Client on or before the tenth of the month following the completion of services, and are due and payable within thirty days of receipt. Accounts over thirty days may be assessed a $5 \%$ surcharge. Should an account fall sixty days in the arrears, MMS may exercise the right to discontinue service to The Client, until the account is made current.

Contract payments must be made in advance of each month, quarter, or annual coverage. If payment is not made prior to coverage MMS may withhold services till the contract payment is made and assess a $5 \%$ surcharge on outstanding payment.

## I. ACCESS TO RECORDS

Until the expiration of four years after the furnishing of the services provided under the contract, seller will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Controller General, and their representatives, the contract and all books, documents and records necessary to certify the nature and extent of the costs of those services. If seller carries out the duties of the contract through a subcontract worth $\$ 10,000.00$ or more, over a 12 -month period with a related organization, the subcontract will also contain access by the Secretary, Controller General, and their representatives to the related organization's books and records.

## J. EXCLUSIONS

The following are not included in this contract:

1. Upgrades: software or hardware.
2. Restoration and Reconditioning: The time and parts it takes to complete a cosmetic restoration or a manufacturer's defined overhaul.
3. Rental or loaner equipment.
4. Repairs on Shutter Systems within a Laser are not included.
5. Ultrasound probes are not covered unless specifically included on the main contract page.
6. Expendable items such as, recorder paper, reagents, patient electrodes, catheters, glassware of any kind, magnetic tape, data processing media, fiber optics, or lead aprons.
7. Accessories such as surgical pneumatic tools or any other external specialty tool that plugs into a medical device are not covered. ECG leads and cables are not covered. A stock of leads and cables will be ordered by The Client and maintained at The Client facility in the biomed area for quick and easy access.
8. Any specialty medical equipment added to the inventory which is not listed in the original contract, or that is not coded for repair or PM service. Specialty devices include, but are not limited to: Anesthesia, Ventilators, Radiology, Nuclear Medicine, Diagnostic Ultrasound, Sterilizers, Computed Tomography (CT), Magnetic Resonance Imaging, Laser, Ophthalmic, and Lab Analyzers.
9. Any medical equipment that is under a service contract or reagent rental contract by another service provider or Manufacturer is not covered.
10. The cost to correct any pre-existing problem (hard or intermittent failure) found during the initial inspection (on a device added to this contract without a prior MMS inspection) that does not meet manufactures' specifications, is not covered. With The Client's approval, MMS or MMS' contractors will, at the MMS' contract rates, repair and bring such equipment within the manufacturers' specifications.
11. The repair cost on any device deemed to have been damaged by liquids, having been dropped, or misused in any way is not covered.
12. Installation of equipment, clinical set up of equipment, and in-services are not included, and if needed will be billed at contract rates.
13. Excessive search time (a total of more than $1 / 2$ hour accumulative time) for any device due for preventative maintenance is not
included. Any additional search time will be billed at MMS' contract rates.
14. The time and expense to acquire any technical or user manuals is not covered. It is the responsibility of The Client to have all such technical literature available at The Client facility. Any related expenses incurred will be billed at the MMS' contract rates.
15. Manufacturer technical support (that is billed to MMS on client equipment) is not covered, and will be passed on to The Client.
16. Recharging of any refrigerator or freezer device is not covered.
17. Unscheduled labor on any device not listed on the original inventory list, or that has not been added in accordance with the contract terms, is not covered.
18. Labor on devices that are no longer supported by the manufacturer will be covered up to one and one half (1.5) hours per service event. If any parameter on a medical device becomes non-repairable, and The Client wants to continue the use of such a device, it will automatically default to a time \& material (TMWC) status on the service code.
19. Any major changes to the equipment database (such as a global change of control numbers), any special project or special research above and beyond normal reporting or normal service functions. Such projects shall be billed at the prevailing MMS consulting rate of $\$ 115.00$ per hour.
20. Repairs on devices coded for "parts coverage" are only covered up to $50 \%$ of the replacement value based on the same manufacturer and model of the device. If The Client wants to complete a repair that exceeds that amount, The Client is responsible for paying the difference in cost.
21. Coverage under this contract ceases on any device the FDA or other regulatory agencies deem unsafe for use, regardless of the service code assigned to the device. A letter in reference to this change in coverage will be sent by MMS to The Client. If the device deemed to be unsafe is a specialty device, an addendum to the contract will be made.
22. Overnight shipment of repair parts for critical devices is covered, but in the case of devices where ample backup units are available, this service is not included. Every effort will be made by MMS to get all repair parts at the earliest possible time to keep equipment down time, to a minimum.
23. Mattresses and mattress covers for beds are not covered.

## K. INCLUSIONS

The following are included in this contract:

1. On site technician five days per week excluding government recognized holidays and MMS monthly meetings. Typically, the first business day of each month is designated as an MMS monthly meeting day. On occasion, this meeting date may change. The Client will be notified in advance if there is any schedule change. On days a technician is unavailable to do rounds, MMS will check in via phone with each major department. On designated monthly meeting days, MMS will still respond to emergency unscheduled service calls in accordance with paragraph B .
2. Hospital rounds will be done in person Monday through Friday when a technician is available except on recognized holidays and on MMS monthly meeting days.
3. Coordinating and maintaining all Scheduled and Unscheduled service on listed medical equipment (depending on the service code designated).
4. Scheduling and tracking of all service activity on equipment contracted with other outside vendors is included.
5. Incoming inspections will be completed on all non specialty devices, at no additional cost.
6. Web based access is included for all service records, schedules and inventory lists.
7. The initial in-service for web based reports is included. All other requested training, after the completion of the initial in-service, will be billed at consulting rates with a minimum billing of two hours, plus a Zone travel charge.
8. Standard monthly and quarterly reports are included. Custom reports requested by the client for web based access will be billed at consulting rates with a minimum billing of two hours. A proposal will first be given with an agreed upon format. MMS reserves all copy rights to all custom and non-custom reports.
9. A representative will attend quarterly EOC meetings. All monthly, quarterly, and annual reports will be provided The Client on a timely basis. Non "quarterly EOC" meetings for which The Client requests representation, will be billed at prevailing MMS consulting rates.
10. A MMS representative will be available to assist during State and Joint Commission inspections.

## L. HIRING OF MMS EMPLOYEES

The Client agrees not to offer employment, directly or indirectly, to any of MMS' employees or ex-employees, for a period of two (2) years, following the termination of this Service Agreement. It is understood that MMS has hired and trained employees at a substantial expense. The indirect employment of such employees shall be understood as knowingly permitting such employees or ex-employees to perform services in The Client facility on behalf of any contractor or third party service that provides services equivalent to that previously provided by MMS. For any breach of this covenant, MMS may recover, from The Client, as liquidated damages and not as a penalty, the sum of Six Hundred Dollars ( $\$ 600.00$ ) per business day for each business day that such breach continues, for a maximum of one hundred eighty (180) business days. MMS shall be entitled to specific performance of this provision and shall be entitled to proceed to enjoin such employment. If legal action is necessary, to enforce this provision or to collect liquidated damages, MMS shall be further entitled to recover all legal expenses, including reasonable attorney's fees.

## M. DOCUMENTATION AND EOUIPMENT MANAGEMENT PROGRAM

MMS will provide, for its technicians, a laptop with its computerized Equipment Management Program. The Client shall retain ownership of all data within the computer files that is pertinent to equipment serviced under this agreement and for which print formats are available.

## N. LEGAL JURISDICTION

If legal action is necessary to enforce this contract or any provision herein, the laws of the State of California shall govern the construction and enforcement of this contract, and the District Court of Fresno County, California, shall be the sole and exclusive jurisdiction and venue, in any legal proceeding related hereto.

## O. INDEMNIFICATION CLAUSE

MMS agrees to indemnify and hold harmless The Client, its affiliates, officers, employees, and representatives from and against any losses, costs, damages, and expenses resulting from claims for bodily injury or property damage arising out of joint efforts through the term of this agreement unless such bodily injury, property damage, or personal injury is determined to be the result of the negligence of The Client, their affiliates, officers, employees, or representatives.

The Client agrees to indemnify and hold harmless MMS, its affiliates, officers, employees, and representatives from and against any losses, costs, damages, and expenses resulting from claims for bodily injury or property damage arising out of joint efforts through the term of this agreement unless such bodily injury, property damage, or personal injury is determined to be the result of the negligence of MMS, their affiliates, officers, employees, or representatives.

## Customer Acceptance:

Signature:
Title: $\qquad$ Date: $\qquad$

MultiMedical Systems

Signature: Title: $\qquad$ Date: $\qquad$
(559)276-1647 Fax (559)276-0109

## Control \# Device Type


Biomedical Engineering has 13 active Devices. 0 are Scheduled. 13 are Not scheduled


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| 4017 | $260-00778$ | INTO | Not Scheduled |
| AED TRAINER 2 | 230108 | INTO | Not Scheduled |
| MRX M3535A | US00560597 | INTO | Not Scheduled |
| Universal ISO | 131132 | INTO | Not Scheduled |
| M-COP-00-01 | 4427467 | INTO | Not Scheduled |
| 601 | 70229 | INTO | Not Scheduled |
| 10368 | 1222404092 | INTO | Not Scheduled |
| 10368 | 1222404029 | INTO | Not Scheduled |
| 10368 | 1222401030 | NTO | Not Scheduled |
| 10368 | 1222401032 | INTO | Not Scheduled |
| 10368 | 1222401033 | INTO | Not Scheduled |
| HLTA-40 | 20020101 | INTO | Not Scheduled |
| TAT-5000 | A204528 | INTO | Not Scheduled | TAT-5000

## Serial \#

Not Scheduled
Not Scheduled
Not Scheduled
Not Scheduled
Not Scheduled
Not Scheduled
Not Scheduled Not Scheduled Not Scheduled Not Scheduled Not Scheduled Not Scheduled Not Scheduled

PM Frequ.




Dr. Ramadon has 10 active Devices. 10 are Scheduled. 0 are Not scheduled




| 12108729 |
| :--- |
| 9408032 |
| 9408032 |
| 35228622097 |
| U00559 |
| U00563 |
| $1107-348-02-1-0752$ |
| $1104-348-02-1-0682$ |
| $74-75$ |
| None |
| $1201629-0008$ |
| $1201629-0027$ |
| $1201629-0001$ |
| US002121095 |
| US00212107 |
| TS24102 |
| $87-0151$ |
| 100512 |
| us41208095 |
| 31951 |
| None |
| $52208-01$ |
| 0808185 |
| 03104 |
| 11103511100338 |
| 11017233 |
| 10410390 |
| 10412302732472 |
| 10410390 |
| 10110125 |
| 11017232 |
| 11017231 |
| 11017230 |
| 11017229 |
| 11017226 |
| 10410389 |DE13860308







[^1]

| Control \# | Device Type | Manufacturer | Model \# | Serial \# | Service Code | PM Freq |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 000530-1618 | Regulator, Suction | Chemetron Medical Div | NONE | NONE | FSLO | Not Scheduled |
| 002475-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002476-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002477-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002478-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002479-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002480-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002481-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002482-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002483-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002484-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 000433-1618 | Scale, Infant Electric | Detecto Scales | Doctors | None | FSLO | 12 Months |
| 000453-1618 | Scale, Patient Electric | Scale-Tronix | 5002 | 5002-3233 | FSLO | 12 Months |
| 002318-1618 | Telemetry, Central | Philips Medical Systerms | M3155B/A08 | 2UA1461BTF | FSLO | 12 Months |
| US11478804-1618 | Telemetry, Transmitter | Philips Medical Systems | TRX + | US11478804 | FSLO | 12 Months |
| US11478810-1618 | Telemetry, Transmitter | Philips Medical Systems | TRX + | US11478810 | FSLO | 12 Months |
| US11478811-1618 | Telemetry, Transmitter | Philips Medical Systems | TRX + | US11478811 | FSLO | 12 Months |
| US11478805-1618 | Telemetry, Transmitter | Philips Medical Systems | TRX+ | US11478805 | FSLO | 12 Months |
| US11478807-1618 | Telemetry, Transmitter | Philips Medical Systems | TRX + | US11478807 | FSLO | 12 Months |
| US11478806-1618 | Telemetry, Transmitter | Philips Medical Systems | TRX + | US11478806 | FSLO | 12 Months |
| US11478808-1618 | Telemetry, Transmitter | Philips Medical Systems | TRX + | US11478808 | FSLO | 12 Months |
| US11478809-1618 | Telemetry, Transmitter | Philips Medical Systems | TRX+ | US11478809 | FSLO | 12 Months |
| 001284-1618 | Thermometer, Digital | Welch Allyn | 692 | 5019161 | FSLO | 12 Months |
| 002506-1618 | Thermometer, Digital | Health Care Logistics | 10368 | 1222404032 | FSLO | 12 Months |
| 001268-1618 | Therrnometer, Lab | Fisher Scientific | 15-077-8D | 240210944 | FSLO | 12 Months |
| 001595-1618 | Thermometer, Tympanic | Sherwood Medical | Genius 2 | N09076656 | FSLO | 12 Months |
| 001596-1618 | Thermometer, Tympanic | Sherwood Medical | Genius 2 | N09076784 | FSLO | 12 Months |
| 001598-1618 | Thermometer, Tympanic | Sherwood Medical | Genius 2 | N09076657 | FSLO | 12 Months |
| 002066-1618 | Thermometer, Tympanic | Sherwood Medical | Genius 2 | N10043923 | FSLO | 12 Months |
| 002319-1618 | UPS, Power Back-Up | Tripplite | SMARTPRO UPS | 2134LLCSM628400224 | FSLO | 12 Months |
| 002527-1618 | UPS, Power Back-Up | APC | 550 | 4B1217P29201 | FSLO | 12 Months |
| 002224-1618 | Warming Cabinet | Steris | 18 GLASS DOOR | 426611009 | FSLO | 12 Months |



Lab-Blood Bank has 28 active Devices. 28 are Scheduled. 0 are Not scheduled







| 12 Months |
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| 6 Months |
| Not Scheduled |
| Not Scheduled |
| 12 | ○


| 10850 | 9408106 |
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| Infant Security Dell | 25616055277 |
| P3200D000015 | J018AD7507 |
| P3200D000015 | J018AD7505 |
| P3200D000015 | J018AD7502 |
| P3200D000015 | J018AD7508 |
| P3200A000013 | F247AD8219 |
| P3200D000015 | H228AD5130 |
| P3200D000015 | 4079AD114 |
| P3200D000015 | H228AD5100 |
| P3200D000015 | H228AD5169 |
| 850 | 850-31Y54 |
| Versacare | n031ad6617 |
| Versacare | n031ad6613 |
| Versacare | m332ad3170 |
| Versacare | m332ad3167 |
| Versa Care | n016ad5696 |
| P3200D000015 | H228AD5115 |
| BVI-3000 | 05250523 |
| BVI-3000 | 07177109 |
| 71150 | None |
| Unknown | 1201629-003 |
| Unknown | 1201629-015 |
| Unknown | 1201629-0011 |
| Unknown | 1201629-0026 |
| Unknown | 1199023-0002 |
| Unknown | 1201629-0004 |
| MRX M355A | US00212097 |
| Accu-Check Inform | UJ66025793 |
| Accu-Check Inform | UJ66025792 |
| Reliant 440/100925 | 08ila000073 |
| Stellar ST9 | 11017272 |
| BPRC-64FA2 | FA-416D |
| TRACE VUE | DE82099013 |
| MP5 | DE21051732 |
| VS2 | CN21201367 |
| VS2 | CN21201368 |
| VS2 | US02002390 |
| VS2 | US02002391 |
| Advantage | 311104 |


| Control | Device Type | Manufacturer |
| :---: | :---: | :---: |
| (Mrege |  |  |
| 000409-1618 | Air Recirculator | Stackhouse |
| 002528-1618 | Alarm, Baby Abduction | Dell Computer Corp |
| 001430-1618 | Bed, Electric | Hill Rom |
| 001427-1618 | Bed, Electric | Hill Rom |
| 001428-1618 | Bed, Electric | Hill Rom |
| 001429-1618 | Bed, Electric | Hill Rom |
| 001258-1618 | Bed, Electric | Hill Rom |
| 001345-1618 | Bed, Electric | Hill Rom |
| 001319-1618 | Bed, Electric | Hill Rom |
| 001346-1618 | Bed, Electric | Hill Rom |
| 001334-1618 | Bed, Electric | Hill Rom |
| 000396-1618 | Bed, Electric | Hill Rom |
| 002122-1618 | Bed, Electric | Hill Rom |
| 002123-1618 | Bed, Electric | Hill Rom |
| 002124-1618 | Bed, Electric | Hill Rom |
| 002125-1618 | Bed, Electric | Hill Rom |
| 002126-1618 | Bed, Electric | Hill Rom |
| 001333-1618 | Bed, Electric | Hill Rom |
| 001248-1618 | Bladder Scan | Verathon |
| 001375-1618 | Bladder Scan | Verathon |
| 000300-1618 | Charger, Base | Welch Allyn |
| 002560-1618 | Computer, Roll Around | Unknown |
| 002559-1618 | Computer, Roll Around | Unknown |
| 002561-1618 | Computer, Roll Around | Unknown |
| 002569-1618 | Computer, Roll Around | Unknown |
| 002562-1618 | Computer, Roll Around | Unknown |
| 002581-1618 | Computer, Roll Around | Unknown |
| 001343-1618 | Defibrillator/Multiparameter Monitor | Philips Medical Systems |
| 001781-1618 | Glucose Monitor | Roche |
| 001782-1618 | Glucose Monitor | Roche |
| 001508-1618 | Lift, Patient | Invacare Corp. |
| 002493-1618 | Light, Examination | Skytron |
| 001078-1618 | Monitor, Central | Colin Medical Instruments |
| 002326-1618 | Monitor, Computer | Philips |
| 002490-1618 | Monitor, Multiparameter | Philips |
| 002491-1618 | Monitor, Multiparameter | Philips |
| 002492-1618 | Monitor, Multiparameter | Philips |
| 002002-1618 | Monitor, Multiparameter | Philips |
| 002003-1618 | Monitor, Multiparameter | Philips |
| 000958-1618 | Monitor, NIBP | Colin Medical Instruments |



| Control \# | Device Type | Manufacturer | Model \# | Serial \# | Service Code | PM Frequ. |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 002157-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002158-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002159-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002160-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002161-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002162-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002163-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002164-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002165-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002166-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002167-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002168-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002169-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002170-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002171-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002172-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 002173-1618 | Regulator, Suction | Allied Healthcare Prod. | NONE | NONE | FSLO | Not Scheduled |
| 000297-1618 | Scale, Infant Electric | Air-Shields | N10-01 | BK31035 | FSLO | 12 Months |
| 000952-1618 | Scale, Infant Mechanical | Detecto Scales | Infant Scale | None | FSLO | 12 Months |
| 001507-1618 | Scale, Lift, Electric | Hoyer | HPL600-WBSC | ER600-3307 | FSLO | 12 Months |
| 000452-1618 | Scale, Patient Electric | Scale-Tronix | 5002 | 5002-3366 | FSLO | 12 Months |
| 002250-1618 | Scale, Patient Electric | Scale-Tronix | 2002 | 2002-3550 | FSLO | 12 Months |
| 002320-1618 | Telemetry, Central | Philips Medical Systems | M3155B/A08 | 2UA2010SWQ | FSLO | 12 Months |
| 002056-1618 | Thermometer, Digital | Fisher Scientific | 15-077-8D | 111323091 | FSLO | 6 Months |
| 002508-1618 | Thermometer, Digital | Health Care Logistics | 10368 | 1222404035 | FSLO | 6 Months |
| 002502-1618 | Thermometer, Digital | Health Care Logistics | 10368 | nsn | FSLO | 6 Months |
| 001780-1618 | Thermorneter, Lab | Health Care Logistics | 10368 | 60834912 | FSLO | 12 Months |
| 001981-1618 | Thermometer, Tympanic | Sherwood Medical | Genius 2 | N10029148 | FSLO | 12 Months |
| 001982-1618 | Thermometer, Tympanic | Sherwood Medical | Genius 2 | N10030556 | FSLO | 12 Months |
| 001999-1618 | Thermometer, Tympanic | Sherwood Medical | Genius 2 | N10515136 | FSLO | 12 Months |
| 002000-1618 | Thermometer, Tympanic | Sherwood Medical | Genius 2 | N10515111 | FSLO | 12 Months |
| 002012-1618 | Thermometer, Tympanic | Sherwood Medical | Genius 2 | N09070934 | FSLO | 12 Months |
| 002321-1618 | UPS, Power Back-Up | Tripplite | SMARTPRO UPS | 2134LLCSM628400963 | FSLO | 12 Months |
| 002530-1618 | UPS, Power Back-Up | APC | 550 | 4B147P36024 | FSLO | 12 Months |
| 001052-1618 | Warmer, Blood | Level 1 Technologies | HL90 | 20003144 | FSLO | 3 Months |


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| Control \# | Device Type | Manufacturer |
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| 002322-1618 | Alarm, Baby Abduction | Dell Computer Corp |
| 002119-1618 | Bed, Birthing | Hill Rom |
| 002120-1618 | Bed, Birthing | Hill Rom |
| 002121-1618 | Bed, Birthing | Hill Rom |
| 002127-1618 | Bed, Birthing | Hill Rom |
| 002096-1618 | Bilirubinometer | Respironics, Inc. |
| 001115-1618 | Bilirubinometer | Respironics, Inc. |
| 001235-1618 | Bilirubinometer | Respironics, Inc. |
| 000590-1618 | Bilirubinometer | Respironics, Inc. |
| 002565-1618 | Computer, Roll Around | Unknown |
| 002567-1618 | Computer, Roll Around | Unknown |
| 002568-1618 | Computer, Roll Around | Unknown |
| 002566-1618 | Computer, Roll Around | Unknown |
| 002244-1618 | Incubator, Infant | Air-Shields |
| 002245-1618 | Incubator, Infant | Air-Shields |
| 002246-1618 | Incubator, Infant | Air-Shields |
| 002242-1618 | Light, Bilirubin | Drager |
| 002243-1618 | Light, Bilirubin | Drager |
| 002489-1618 | Monitor, Central | Dell Computer Corp |
| 002409-1618 | Monitor, Multiparameter | Philips |
| 002531-1618 | Monitor, Multiparameter | Philips |
| 002583-1618 | Monitor, Multiparameter | Philips |
| 001370-1618 | Monitor, NIBP | Criticare Systems |
| 002533-1618 | Monitor, Patient | Dell Computer Corp |
| 002536-1618 | Monitor, Patient | Dell Computer Corp |
| 002539-1618 | Monitor, Patient | Dell Computer Corp |
| 002542-1618 | Monitor, Patient | Dell Computer Corp |
| 002532-1618 | Monitor, Video | Dell Computer Corp |
| 002535-1618 | Monitor, Video | Dell Computer Corp |
| 002538-1618 | Monitor, Video | Dell Computer Corp |
| 002541-1618 | Monitor, Video | Dell Computer Corp |
| 002324-1618 | Monitor, Video | Dell Computer Corp |
| 002473-1618 | Monitor, Video | Dell Computer Corp |
| 002474-1618 | Monitor, Video | Dell Computer Corp |
| NC-H2083-1618 | Nurse Call | Rauland-Borg Corp |
| NC-H2078-1618 | Nurse Call | Rauland-Borg Corp |
| NC-H2077-1618 | Nurse Call | Rauland-Borg Corp |
| NC-H2074-1618 | Nurse Call | Rauland-Borg Corp |
| NC-H2073-1618 | Nurse Call | Rauland-Borg Corp |
| NC-H2069-1618 | Nurse Call | Rauland-Borg Corp |


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| Control \# | Device Type | Manufacturer | Model | Serial | Serv | PM Fre |
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| 002590-1618 | Light, Examination | Medical Illum. Inc. | 011515-6 | A318784 | FSLO | 12 Months |
| 002587-1618 | Thermometer, Termporal | Exergen | TAT5000 | A318784 | FSLO | 12 Months |

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| Control \# | Device Type | Manufacturer | Model \# | Serial \# | Service Code | PM Frequ. |
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| 001227-1618 | Thermometer, Termporal | Exergen | TAT 5000 | A15235 | FSLO | 12 Months |
| 002497-1618 | Thermometer, Termporal | Exergen | TAT 5000 | A293804 | FSLO | 12 Months |
| 002500-1618 | Thermometer, Termporal | Exergen | TAT 5000 | A162371 | FSLO | 12 Months |
| 002067-1618 | Thermometer, Tympanic | Sherwood Medical | Genius 2 | N09100111 | FSLO | 12 Months |
| 002285-1618 | UPS, Power Back-Up | Tripplite | SMARTPRO UPS | 2134LLCSM628401146 | FSLO | 12 Months |
| 001552-1618 | Warmer, Patient | Arizant Healthcare Inc. | 87500 | 07333 | FSLO | 6 Months |
| 001521-1618 | Warmer, Patient | Arizant Healthcare Inc. | 87500 | 07330 | FSLO | 6 Months |
| 001522-1618 | Warmer, Patient | Arizant Healthcare Inc. | 87500 | 07331 | FSLO | 6 Months |
| 001523-1618 | Warmer, Patient | Arizant Healthcare Inc. | 87500 | 073332 | FSLO | 6 Months |
| 001276-1618 | Warmer, Patient | Augustine Medical | 505 | 26706 | FSLO | 6 Months |
| 002468-1618 | Warming Cabinet | Steris | 18 GLASS DOOR | 0433411039 | FSLO | 12 Months |

[^2]| Control \# | Device Type | Manufacturer | Model \# | Serial \# | Serv | PM Frequ. |
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| 001405-1618 | Autopsy Saw | Thermoshandon | 10000 | 4487 | FSLO | 12 Months |
| 002606-1618 | Camera Controller | HP | PediaVision | nsn | FSLO | 12 Months |
| 001992-1618 | Dispenser | Thermo Scientific | A81600111 | wd1053d1009 | FSLO | 12 Months |
| 001958-1618 | Filtration System | Surgicott | ALD-X50B | ALDUS-F0105 | FSLO | 12 Months |
| 001957-1618 | Microscope, Lab | Bristoline | 720152 | Unknown | FSLO | 12 Months |
| 001100-1618 | Microtome | Olympus Medical Systems | Cut 4055 | 550424 | FSLO | 12 Months |
| 000861-1618 | Oven, Drying | Abbott Laboratories | 218 | 5206110 | FSLO | 12 Months |
| 000863-1618 | Ph Meter | Thermo Orion | Unknown | 30561 | FSLO | 12 Months |
| 002607-1618 | Printer, Computer | HP | 5520 | nsn | FSLO | 12 Months |
| 000940-1618 | Refrigerator/Freezer | Unknown | Unknown | NA | FSLO | 12 Months |
| 001683-1618 | Thermometer, Lab | Control Company | 61161-278 | 101447906 | FSLO | 12 Months |
| 002027-1618 | Timer, Lab | Fisher Scientific | 06-662-46 | 102059730 | FSLO | 12 Months |
| 002028-1618 | Timer, Lab | Fisher Scientific | 06-662-46 | 102059666 | FSLO | 12 Months |
| 002029-1618 | Timer, Lab | Fisher Scientific | 06-662-46 | 1102059724 | FSLO | 12 Months |
| 001775-1618 | UPS, Power Back-Up | APC | SMT2200 | JS1002022984 | FSLO | 12 Months |



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| Control \# | Device Type | Manufacturer | Model \# | Serial \# | Service Code | PM Frequ. |
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| 002610-1618 | Audio Quick Check | Welch Allyn | 29400 | 14027F | FSLO | 12 Months |
| 000534-1618 | Centrifuge | Clay Adams | 420225 | 273284 | FSLO | 12 Months |
| 000799-1618 | Colposcope | Leisegang | 9 W | 0204LOT01/100 | FSLO | 12 Months |
| 000798-1618 | Colposcope | Leisegang | 9W | 19236 | FSLO | 12 Months |
| 001993-1618 | Defibrillator, AED | Philips Medical Systems | M5070A | B101-06262 | FSLO | 12 Months |
| 057418-1618 | Doppler | Huntleigh Technology | FDIX | FDIPX0106747-03 | FSLO | 12 Months |
| 057419-1618 | Doppler | Huntleigh Technology | D920 | Jan4-99-35356 | FSLO | 12 Months |
| 002035-1618 | Freezer, Laboratory | Norlake scientific | LF041WWW/0M | 11010890 | FSLO | 12 Months |
| 001560-1618 | Hemoglobinometer | Hemocue Inc. | 201 | 9526011210 | FSLO | 12 Months |
| 001700-1618 | Hemoglobinometer | Hemocue Inc. | 201 | 1012118015 | FSLO | 12 Months |
| 001559-1618 | Microscope, Lab | Olympus Medical Systems | BX 41 | 9 fl 16463 | FSLO | 12 Months |
| 002043-1618 | Monitor, Multiparameter | Philips | VS2 | US02003682 | FSLO | 12 Months |
| 002042-1618 | Monitor, Multiparameter | Philips | VS2 | US02003681 | FSLO | 12 Months |
| 000961-1618 | Ophthalmoscope | Welch Allyn | 74710 | None | FSLO | 12 Months |
| 000963-1618 | Ophthalmoscope | Welch Allyn | 74710 | None | FSLO | 12 Months |
| 000972-1618 | Ophthalmoscope | Welch Allyn | 74710 | None | FSLO | 12 Months |
| 002611-1618 | Ophthalmoscope | Welch Allyn | GS777 | None | FSLO | 12 Months |
| 001701-1618 | Refrigerator, Lab | Jewett | 1401-00492 | 10837220000 | FSLO | 12 Months |
| 002034-1618 | Refrigerator, Lab | Norlake scientific | LR161WWW/0 | 10101482 | FSLO | 12 Months |
| 000962-1618 | Table, Exam | Midmark Corp. | 404 | UNKNOWN | FSLO | 12 Months |
| 000964-1618 | Table, Exam | Midmark Corp. | 404 | UNKNOWN | FSLO | 12 Months |
| 000977-1618 | Table, Exam | Midmark Corp. | 404 | UNKNOWN | FSLO | 12 Months |
| 002013-1618 | Table, Exam Power | Midmark Corp. | 223-HI-LOW | V985250 | FSLO | 12 Months |
| 001563-1618 | Thermometer, Digital | Cardinal Health | T2960 | 72381088 | FSLO | 12 Months |
| 002238-1618 | Thernometer, Termporal | Exergen | TAT5000 | A279681 | FSLO | 12 Months |
| 002239-1618 | Thermometer, Termporal | Exergen | TAT5000 | A252800 | FSLO | 12 Months |
| 002236-1618 | Thermometer, Termporal | Exergen | TAT5000 | A278583 | FSLO | 12 Months |
| 002237-1618 | Thermometer, Termporal | Exergen | TAT5000 | A278583 | FSLO | 12 Months |
| 057429-1618 | Ultrasound, Imaging | GE Healthcare | LOGIQ 500MD | LP5R98174 | ELSO | 12 Months |
| 001393-1618 | Ultrasound, Imaging | GE Healthcare | Logiq P5 | Unknown | ELSO | 12 Months |

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| Control \# | Device Type | Manufacturer | Model \# | Serial \# | Service Code | PM Frequ. |
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| 000979-1618 | Aspirator, Portable | Medela Inc. | VARIO | 1021724 | FSLO | 12 Months |
| 000981-1618 | Audiometer | Weich Allyn | TM262 | 20010805 | FSLO | 12 Months |
| 000692-1618 | Centrifuge | Becton Dickinson | COMPACT II | 35003050545 | FSLO | 12 Months |
| 000719-1618 | Charger, Base | Welch Allyn | 71110 | NONE | FSLO | 12 Months |
| 002330-1618 | Colposcope | Leisegang | 985 | 052913 | FSLO | 12 Months |
| 001994-1618 | Defibrillator, AED | Philips Medical Systems | M5070A | B101-05429 | FSLO | 6 Months |
| 000474-1618 | Defibrillator/Monitor | Physio-Control | LP9P | 7224317 | FSLO | 6 Months |
| 000647-1618 | Defibrillator/Monitor | Physio-Control | LP9P | 000005976 | FSLO | 6 Months |
| 002341-1618 | Doppler | Meda Sonics Inc. | Triallı | na | FSLO | 12 Months |
| 001088-1618 | Doppler | Meda Sonics Inc. | Tria | ts02847 | FSLO | 12 Months |
| 001557-1618 | Hemoglobinometer | Hemocue Inc. | 201 | 0916013046 | FSLO | 12 Months |
| 001473-1618 | Light, Examination | Graham-Field | GOOSE NECK | Unknown | FSLO | 12 Months |
| 001481-1618 | Light, Examination | Graham-Field | Gooseneck | None | FSLO | 12 Months |
| 001702-1618 | Light, Examination | Graham-Field | Gooseneck | None | FSLO | 12 Months |
| 001479-1618 | Light, Examination | Grams Medical | Gooseneck | Unknown | FSLO | 12 Months |
| 001483-1618 | Light, Examination | Grams Medical | Gooseneck | Unknown | FSLO | 12 Months |
| 001475-1618 | Light, Examination | Grams Medical | Gooseneck | Unknown | FSLO | 12 Months |
| 001477-1618 | Light, Examination | Unknown | Gooseneck | Unknown | FSLO | 12 Months |
| 000973-1618 | Light, Examination | Burton Medical Products | 0224100 | Unknown | FSLO | 12 Months |
| 000976-1618 | Light, Examination | Burton Medical Products | 0224100 | Unknown | FSLO | 12 Months |
| 000960-1618 | Light, Examination | Burton Medical Products | 0224100 | Unknown | FSLO | 12 Months |
| 000941-1618 | Light, Examination | Welch Allyn | 44100 | 12211999 | FSLO | 12 Months |
| 000103-1618 | Microscope, Lab | Olympus Medical Systems | BH-2 | 233308 | FSLO | 12 Months |
| 001355-1618 | Monitor, Multiparameter | General Electric | 2023615-308 | AAW06380515SA | FSLO | 12 Months |
| 001354-1618 | Monitor, Multiparameter | General Electric | 2009284001 | AAW06390011 | FSLO | 12 Months |
| 001357-1618 | Monitor, Multiparameter | General Electric | 2009284001 | AAW06380522 | FSLO | 12 Months |
| 001086-1618 | Nebulizer, Compressor | DeVilbiss | 5650 H | H2692948 | FSLO | 12 Months |
| 001480-1618 | Ophthalmoscope | Welch Allyn | 74710 | None | FSLO | 12 Months |
| 001686-1618 | Ophthalmoscope | Welch Allyn | 76720 | Unknown | FSLO | 12 Months |
| 001476-1618 | Ophthalmoscope | Welch Allyn | 74710 | None | FSLO | 12 Months |
| 001474-1618 | Ophthalmoscope | Welch Allyn | 74710 | None | FSLO | 12 Months |
| 001470-1618 | Ophthalmoscope | Welch Allyn | 74710 | None | FSLO | 12 Months |
| 001486-1618 | Ophthalmoscope | Welch Allyn | 74710 | None | FSLO | 12 Months |
| 001487-1618 | Ophthalmoscope | Welch Allyn | 74710 | None | FSLO | 12 Months |
| 001619-1618 | Ophthalmoscope | Welch Allyn | 76720 | Unknown | FSLO | 12 Months |
| 001618-1618 | Ophthalmoscope | Welch Allyn | 76720 | Unknown | FSLO | 12 Months |
| 001538-1618 | Ophthalmoscope | Welch Allyn | 74710 | None | FSLO | 12 Months |
| 000980-1618 | Refrigerator/Freezer | Kenmoore | 564.98251890 | 010718042 | FSLO | 12 Months |
| 002072-1618 | Refrigerator/Freezer | Kenmoore | 532.2658 .25 | 010718042 | FSLO | 12 Months |
| 002095-1618 | Refrigerator/Freezer | Kenmoore | EdgeStar | 010718042 | FSLO | 12 Months |




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| Control \# | Device Type | Manufacturer | Model \# | Serial \# | Service Code | PM Frequ. |
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| 002380-1618 | Light, Surgical | Skytron | ECT2FVB/2AFC1/A | 11072011 | PMEL | 6 Months |
| 002378-1618 | Light, Surgical | Skytron | B9-410-02 | NSN | FSLO | 6 Months |
| 002398-1618 | Light, Surgical | Skytron | B9-410-02 | NSN | FSLO | 6 Months |
| 001173-1618 | Line Isolation Monitor | Sola | M2 | Unknown | FSLO | 12 Months |
| 001174-1618 | Line Isolation Monitor | Sola | M2 | Unknown | FSLO | 12 Months |
| 001175-1618 | Line Isolation Monitor | Sola | M2 | Unknown | FSLO | 12 Months |
| 000378-1618 | Lithotripter | Storz Instrument Co. | 27080 C | 2483 | ELSO | 12 Months |
| 000432-1618 | Microscope, Surgical | Wild Leitz USA Inc. | M650 | unknown | FSLO | 12 Months |
| 002524-1618 | Microscope, Surgical | Zeiss | Lerica | 6633122743 | FSLO | 12 Months |
| 000229-1618 | Microscope, Surgical | Zeiss | S3B | 184024 | FSLO | 12 Months |
| 002111-1618 | Module, Multiparameter | GE Healthcare | Patient Data Module | SA311458224GA | FSLO | 12 Months |
| 002112-1618 | Module, Multiparameter | GE Healthcare | Patient Data Module | SA311458241GA | FSLO | 12 Months |
| 002113-1618 | Module, Multiparameter | GE Healthcare | Patient Data Module | SA311039451GA | FSLO | 12 Months |
| 002114-1618 | Module, Multiparameter | GE Healthcare | Patient Data Module | SA311428162GA | FSLO | 12 Months |
| 002070-1618 | Module, Multiparameter | Datex/Ohmeda | M-ESTP-00-04 | 804604 | FSLO | 12 Months |
| 000790-1618 | Module, NIBP | Datex/Ohmeda | M-NIBP-00-03 | 136677 | FSLO | 12 Months |
| 002108-1618 | Monitor, Anesthesia | Datex/Ohmeda | B650 | SEW11477028HA | FSLO | 6 Months |
| 002109-1618 | Monitor, Anesthesia | Datex/Ohmeda | B650 | SEW11517992HA | FSLO | 6 Months |
| 002110-1618 | Monitor, Anesthesia | Datex/Ohmeda | B650 | SEW11517997HA | FSLO | 6 Months |
| 002115-1618 | Monitor, Anesthesia | GE Healthcare | Transport Pro | SC11236477GA | FSLO | 6 Months |
| 001366-1618 | Monitor, ESU | Encision | EM-2+ | P130813 | FSLO | 6 Months |
| 001249-1619 | Monitor, ESU | Encision | EM-2+ | P5F1934 | FSLO | 6 Months |
| 000364-1618 | Monitor, Irrigation | Vitalmetrics | 700 | 7001160 | FSLO | 12 Months |
| 000560-1618 | Monitor, Multiparameter | Datex Medical Instruments | AS/3 COMPACT | 3765087 | FSLO | 6 Months |
| 001141-1618 | Monitor, Radiation | Bennett MFG CO | D325 | B-9800 | FSLO | 12 Months |
| 001444-1618 | Monitor, Radiation | Intramed | Node Seeker | imi-NS-10189 | FSLO | 12 Months |
| 002033-1618 | Monitor, Video | Olympus Medical Systems | AMM213TD | 210 hma 197 | FSLO | 6 Months |
| 002402-1618 | Monitor, Video | Skyvision | GDM HD Z3 26" | d26011090083 | FSLO | 6 Months |
| 002403-1618 | Monitor, Video | Skyvision | GDM HD Z3 26" | d26011090182 | FSLO | 6 Months |
| 002404-1618 | Monitor, Video | Skyvision | GDM HD Z3 42" | nsn | FSLO | 6 Months |
| 002382-1618 | Monitor, Video | Skyvision | GDM HD Z3 $26^{\prime \prime}$ | D26011090183 | FSLO | 6 Months |
| 002383-1618 | Monitor, Video | Skyvision | GDM HD Z3 26" | D26011090185 | FSLO | 6 Months |
| 002384-1618 | Monitor, Video | Skyvision | GDM HD Z3 42" | NSN | FSLO | 6 Months |
| 002388-1618 | Monitor, Video | Skyvision | GDM HD Z3 26" | D26011090189 | FSLO | 6 Months |
| 002389-1618 | Monitor, Video | Skyvision | GDM HD Z3 $26^{\prime \prime}$ | D26011090181 | FSLO | 6 Months |
| 002395-1618 | Monitor, Video | Skyvision | GDM HD Z3 42" | NSN | FSLO | 6 Months |
| 001290-1618 | Monitor, Video | Sony | LMD 2140MD | 2001719 | FSLO | 6 Months |
| 001374-1618 | Monitor, Video | Sony | LMD 2140MD | 2007218 | FSLO | 6 Months |
| 000179-1618 | Monitor, Video | Sony | 7117 | 1169 | FSLO | 6 Months |
| 001549-1618 | Phacoemulsifier | Advanced Medical Optics | NGP680300 | 200951067 | FSLO | 12 Months |
| 001168-1618 | Phacoemulsifier | Allergan Medical Optics | cmp680300 | 200334275 | FSLO | 12 Months |






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


#### Abstract

This Agreement is made and entered into on this 1st day of January, 2013 by and between Northern Inyo County Local Hospital District ("District") and James Englesby, M.D. ("Physician").


#### Abstract

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 medicine, to practice in said communities, on the terms and conditions set forth below. C. Physician is a physician and surgeon engaged in the private practice of medicine, licensed to practice medicine in the State of California. Physician desires to relocate his practice ("Practice") to Bishop, California, and practice general medicine in the aforesaid communities.


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

## I.

## COVENANTS OF PHYSICIAN

Physician shall relocate his Practice to medical offices ("Offices") provided by District at a place to be mutually agreed upon in Bishop, California and shall, for the term of this Agreement, do the following:
1.01. Services. Physician shall provide Hospital with the benefit of his 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 General Medicine 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 General Medicine unless specifically agreed to, in writing, by the parties.
1.03. Medical Staff Membership and Service: Physician shall:
a) Obtain and maintain Provisional or Active Medical Staff ("Medical Staff") membership with General Medicine privileges sufficient to support a full time General Medicine practice, for the term of this Agreement.
b) Physician shall be solely responsible for call coverage for his 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 he may claim payment or reimbursement from the District. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers, and records. Physician further agrees to transfer to the District, upon termination of this Agreement, any books, documents, papers or records which possess long-term [i.e., more than four (4) years] value to the Hospital. Physician shall include a clause providing similar access in any sub-contract he may enter with a value of more than Ten Thousand Dollars $(\$ 10,000)$ or for more than a 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. <br> COVENANTS OF THE DISTRICT

### 2.01. Hospital Services.

a) Space. Hospital shall make the Offices available for the operation of Physician's Practice either through a direct let at no cost to the physician or through an arrangement with a landlord, also at no cost to the physician, other than the fees retained by the hospital (3.05).
b) Equipment. In consultation with Physician, Hospital shall provide all equipment as may be reasonably necessary for the proper operation and conduct of Physician's practice. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.
2.02. General Services. District shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of Physician's Practice.
2.03. 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. District shall determine the initial number and types of employees required for the operation of the Practice and place them in the Practice initially. Physician and Hospital will mutually agree to subsequent staffing requirements. Physician shall not be required to maintain any personnel that he 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 conditional upon and subject to District's discretion and its usual purchasing practices, budget limitations and applicable laws and regulations.
2.07. Practice Hours. The District desires, and Physician agrees, that Physician's Practice shall operate on a full-time basis, maintaining hours of operation in keeping with the full time practice of one General Medicine physician while permitting a schedule sufficient to serve the patients of the Practice. Specific shifts will be scheduled according to normal operating procedures of the Practice and will be mutually agreed upon with Physician.

## III.

## COMPENSATION

3.01. Compensation. During the term of this agreement, District shall guarantee Physician an annual income of $\$ 199,999.99$, payable to Physician at the higher of $50 \%$ of fees collected for services rendered in Section II or the rate of $\$ 7,692.30$ every two (2) weeks, adjusted quarterly to reflect $50 \%$ 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. Hospital will provide lodging for physician for a period of 6 months.
3.02. Malpractice Insurance. Physician will secure and maintain his own malpractice insurance with limits of no less than $\$ 1$ million per occurrence and $\$ 3$ million per year. District will reimburse Physician eighty percent ( $80 \%$ ) of the premiums for said insurance paid for by Physician.
3.03. Health Insurance. Hospital will provide physician with Medical, Dental, and Vision insurance equivalent to what a single (unmarried) hospital employee receives for a period of 18 months.
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 surgical services, for all billings consulting performed or provided by the Physician. Physician acknowledges that Hospital shall be solely responsible for billing and collecting for all professional services provided by Physician to Practice patients at Practice and for all surgical services performed at the Hospital, and for managing all Practice receivables and payables, including those related to Medicare and MediCal beneficiaries. Physician shall not bill or collect for any services rendered to Practice patients or Hospital patients, and all Practice receivables and billings shall be the sole and exclusive property of Practice. In particular, any payments made pursuant to a payer agreement (including copayments made by patients) shall constitute revenue of the Practice. In the event payments are made to Physician pursuant to any payer agreement, Physician shall promptly remit the payments directly to District.
3.05. Retention. Hospital will retain $50 \%$ of all fees collected from the activities of physician/practice in exchange for the services rendered in II above.

## IV. <br> TERM AND TERMINATION

4.01. Term. The term of this Agreement shall be three (3) years beginning on 1-12013 and ending on 12-31-2015. The 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 (90) days' prior written notice to the District;
b) Immediately by District in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;
c) Immediately upon closure of the Hospital or Practice;
d) By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, District must give notice to Physician equal to that provided to District by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment; or
e) By either party in the event of a material breach by the other party and, in such event, the non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days' written notice to the breaching party, explaining the breach, unless such breach is cured to the satisfaction of the non-breaching party within the thirty (30) days.
4.03. Rights Upon Termination. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive termination.

## V.

## PROFESSIONAL STANDARDS

5.01. Medical Staff Membership. It is a condition precedent of District's obligation under this Agreement that Physician 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 himself, professionally and publicly, in accordance with the standards of the medical profession, the Hospital Medical Staff, and the District. Further, he shall not violate any law which prohibits (1) driving a motor vehicle under the influence of alcohol or prescription drugs or the combined influence of such substances, (2) unlawful use of controlled substances, (3) being intoxicated in a public place in such a condition as to be a danger to himself or others, and/or (4) conduct justifying imposition of an injunction prohibiting harassment of Hospital employees in their workplace. Entry of any injunction, judgment, or order against Physician based upon facts which constitute any of the above offenses shall be a material breach of this Agreement.
VI. RELATIONSHIP BETWEEN THE PARTIES

### 6.01. Professional Relations.

a) Independent Contractor. No relationship of employer and employee is created by this Agreement. In the performance of Physician's work and duties, Physician is at all times acting and performing as an independent contractor practicing the profession of medicine. District shall neither have nor exercise control or direction over the methods by which Physician performs professional services pursuant to this Agreement; provided, however, that Physician agrees that all work performed pursuant to this Agreement shall be in strict accordance with currently approved methods and practices in Physician's professional specialty and in accordance with the standards set forth in this Agreement.
b) 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 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. <br> GENERAL PROVISIONS

7.01. No Solicitation. Physician agrees that he will not, either directly or indirectly, during and after the term of this Agreement, call on, solicit, or take away, or attempt to call on, solicit, or take away any patients or patient groups with whom Physician dealt or became aware of as a result of Physician's past, present or future affiliation with Hospital and 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 himself to Bishop, California; that he 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<br>Northern Inyo Hospital<br>150 Pioneer Lane<br>Bishop, CA 93514<br>Physician: James Englesby, M.D.<br>152 Pioneer Lane, Suite C<br>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 Practice. Physician agrees to maintain medical records according to Practice policies and procedures and in accordance with community standards. Each party agrees to maintain the confidentiality of all records and materials in accordance with all applicable state and federal laws. Hospital agrees to permit Physician to have access, during or after the term of the Agreement, to medical records generated by Physician if necessary in connection with claims, litigation, investigations, or treatment of patients.
7.12. Prior Agreements. This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the matters contained in this Agreement. This Agreement may be modified only by a writing signed by each party or his/its lawful agent.
7.13. Referrals. This Agreement does not impose any obligation or requirement that Hospital shall make any referral of patients to Physician or that Physician shall make any referral of patients to Hospital. The payment of compensation pursuant to section 3.01 is not based in any way on referrals of patients to Hospital.
7.14. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall remain enforceable betweens the parties.
7.15. Waiver. The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
7.16. Gender and Number. Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.
7.17. Authority and Executive. By their signature below, each of the parties represent that they have the authority to execute this Agreement and do hereby bind the party on whose behalf their execution is made.
7.18. 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

PHYSICIAN
LOCAL HOSPITAL DISTRICT

By
John Ungersma, M.D., President
By
District Board of Directors

APPROVED AS TO FORM:

Douglas Buchanan
District Legal Counsel

## EXHIBIT A

## SCOPE OF DUTIES OF THE PHYSICIAN

## POSITION SUMMARY

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

Specifically, the Physician will:

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

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## NORTHERN INYO HOSPITAL RURAL HEALTH CLINIC STAFF PHYSICIAN PROFESSIONAL SERVICES AGREEMENT


#### Abstract

This Professional Services Agreement (this "Agreement"), entered into as of February 20, 2013, is entered into by and between Northern Inyo Hospital Local Hospital District ("Hospital") and Stacey Brown, MD. ("Physician").


## RECITALS

A. Hospital operates a general acute care hospital, which, among other things, owns and operates a Rural Health Clinic (the "Clinic"), located at 153 Pioneer Lane, Bishop, California.
B. Physician is an individual duly licensed to practice medicine in the State of California, and he desires to practice in Bishop, California.
C. Hospital desires to obtain professional medical services from Physician for the patients of Clinic, and Physician desires to furnish such services upon the terms and conditions set forth in this Agreement.
D. Hospital believes that high standards of patient care can be achieved if Physician assumes the responsibilities set out further in this Agreement.

THEREFORE, THE PARTIES AGREE:

## I. PHYSICIAN RESPONSIBILITIES.

1.01 Services. Hospital hereby engages Physician to serve as Clinic staff physician, and Physician hereby accepts such engagement on the terms and conditions set forth in this Agreement. In his capacity as staff physician, Physician shall provide Hospital with the benefit of his direct patient care expertise and experience, and shall render those services necessary to enable Hospital to achieve its goals and objectives for the Clinic. The scope of services to be performed by Physician 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 the Clinic's premises shall be used at any time by Physician as an office for the private practice of medicine or to see patients other than Clinic patients.

### 1.03 Covenants of Physician: Physician shall:

(a) Apply for and/or maintain Provisional or Active Medical Staff membership and the aforesaid Family Practice privileges for the term of this Agreement.
(b) Provide on-call Hospitalist coverage for the Hospital's in-patient service Service within the scope of privileges granted him by Hospital. A minimum of 7 rotations (weeks) is required. Hospitalist rotations will be compensated at the current hospitalist rate and count as income against the guarantee.
(c) Maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature, for which he may claim payment or reimbursement from the District. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers, and records. Physician further agrees to transfer to the District, upon termination of this Agreement, any books, documents, papers or records which possess long-term [i.e., more than four (4) years] value to the Hospital. Physician shall include a clause providing similar access in any sub-contract he may enter with a value of more than Ten Thousand Dollars $(\$ 10,000)$ or for more than a $12-\mathrm{month}$ period, when said sub-contract is with a related organization.
(d) At all times comply with all relevant policies, rules and regulations of the Hospital, subject to California and federal statutes governing the practice of medicine.
(e) As much as is practical, Physician shall be on call or in actual physical presence to provide the emergency coverage required by this Agreement. However, District expressly agrees that said such other qualified physicians might perform services as the Physician may employ or otherwise provide so long as each such physician has received proper training, is properly licensed, and has received approval in writing by the Hospital.
(f) Assist in monitoring and reviewing the clinical performance of Clinic non-physician providers (nurse practitioners).
(g) Staff the Clinic a minimum of three days per week, a minimum of 39 weeks per year. Additional shifts may be available and are optional for the Physician.

## II. HOSPITAL RESPONSIBILITIES.

### 2.01 Hospital Services.

A. Space. Hospital shall make available for Physician reasonably necessary facilities for the operation of Clinic.
B. Equipment. In consultation with Physician, Hospital shall make all decisions regarding the acquisition of all equipment as may be reasonably necessary for the proper operation and conduct of Clinic. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.
2.02 General Services. Hospital shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of Clinic.
2.03 Supplies. Hospital shall purchase and provide all supplies as may be reasonably required for the proper treatment of Clinic patients. Physician shall inform Hospital of supply needs in a timely manner and shall manage the use of supplies in an efficient manner that promotes quality and cost-effective patient care.
2.04 Personnel. Hospital shall determine and furnish all other personnel required to operate Clinic.
2.05 Business Operations. Hospital shall be responsible for all business operations related to operation of the Clinic, including personnel management, billing and payroll functions.
2.06 Hospital Performance. The responsibilities of Hospital under this Article shall be subject to Hospital's discretion and its usual purchasing practices, budget limitations and applicable laws and regulations.
2.07 Clinic Hours. Specific shifts will be scheduled according to normal operating procedures of the Clinic.

## III. COMPENSATION.

3.01 Compensation. Hospital shall pay Physician $\$ 43.79$ per hour and $\$ 44.28$ per patient encounter for patients seen in the Clinic by Physician. Said sums are payable on the 20th day of the calendar month immediately following the service performed. The hourly rate will be adjusted annually at the same rate and effective date as NIH employee wages. The per patient rate will adjust upward at the same percentage as the RHC MediCal payment rate.
3.02 Malpractice Insurance. Physician agrees to secure his own malpractice insurance with limits and coverage's appropriate for the physician to provide services under this agreement. Hospital agrees to reimburse $80 \%$ of malpractice premiums paid by Physician. Physician's maximum out of pocket expense will be limited to $\$ 10,000$ annually.
3.03 Time off. Physician shall be afforded 6 weeks of time off per year.
3.04 Health Insurance. At all times during the Term of this Agreement, including any extensions or renewals thereof, Physician will be admitted to the Hospital's self-funded Medical/Dental/Vision Benefit Plan and be provided the benefits contained therein as if Physician were an employee of the District.
3.05 Disability Insurance. Physician may purchase disability insurance. NIH will match physician's premium contribution, up to $\$ 10,000$ per term of this Agreement.
3.06 Life Insurance. NIH will provide $\$ 250,000$ benefit term life insurance policy.
3.07 Physician will be admitted to NIH's self funded Medical/Dental/Vision plan with the same premium and benefits as the other participants.
3.08 Billing for Professional Services. Physician assigns to Clinic all claims, demands and rights of Physician to bill and collect for all professional services rendered to Clinic patients. Physician acknowledges that Clinic shall be solely responsible for billing and collecting for all professional services provided by Physician to Clinic patients at Clinic, and for managing all Clinic receivables and payables, including those related to Medicare and Medi-Cal beneficiaries. Physician shall not bill or collect for any services rendered to Clinic patients, and all Clinic receivables and billings shall be the sole and exclusive property of Clinic. In particular, any payments made pursuant to a payer agreement (including co-payments made by patients) shall constitute revenue of the Clinic. In the event payments are made to Physician pursuant to any payer agreement, Physician shall promptly remit the payments directly to Clinic.

## IV. TERM AND TERMINATION.

4.01 Term. The term of this Agreement shall be for a period of three years beginning on October 1, 2012 and ending on the last day of the thirty sixth months thereafter.
4.02. Termination. Notwithstanding the provisions of section 4.01, this Agreement may be terminated:
A. By either party, at any time, without cause or penalty, upon sixty (60) days' prior written notice to the other party;
B. Immediately by Hospital in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;
C. Immediately upon closure of the Hospital or Clinic;
D. By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, Hospital must give notice to Physician equal to that provided to Hospital by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment.
4.03 Rights Upon Termination. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive termination.

## V. PROFESSIONAL STANDARDS.

5.01 Medical Staff Standing. Prior to performing services pursuant to this Agreement, Physician must obtain full Medical Staff privileges on the Medical Staff of Hospital, and maintain such membership throughout the term of this Agreement. Such membership shall be subject to all of the privileges and responsibilities of Medical Staff membership.
5.02 Licensure and Standards. Physician shall:
A. At all times be licensed to practice medicine in the State of California;
B. Comply with all policies, bylaws, rules and regulations of Hospital and Clinic and its Medical Staff, including those related to documenting all advice to patients and proper sign-off of lab and X-ray reports;
C. Be a member in good standing of the Active Medical Staff of the Hospital;
D. Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of the Hospital;
E. Participate in continuing education as necessary to maintain licensure and the current standard of practice; and
F. Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission.

## VI. RELATIONSHIP BETWEEN THE PARTIES.

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

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

## VII. GENERAL PROVISIONS.

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

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

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

This section is intended to assure compliance with Section 1861 of the Social Security Act, as amended, and regulations directly pertinent to that Act. The obligations of Physician under this section are strictly limited to compliance with those provisions, and shall be given effect only to the extent necessary to insure compliance with those provisions. In the
event that the requirements or those provisions are reduced or eliminated, the obligations of the parties under this section shall likewise be reduced or eliminated.
7.03 Amendment. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties.
7.04 Arbitration and Dispute Resolution.
A. Non Medical Disagreements. In the event that disagreements arise between the parties concerning their performance under this Agreement, or on other matters, such disagreements shall be the subject of negotiations between Physician and the Hospital Administrator. In the event Physician is not satisfied with the decision of the Administrator, the dispute shall be submitted to the Hospital's Board of Directors and the decision of the Board shall be final.
B. Medical Disagreement. Any questions or disagreements concerning standards of professional practice or the medical aspects of the service furnished in Clinic shall be referred to a peer group of qualified physicians recommended by the Medical Executive Committee, which shall recommend a resolution of the matter to the Administrator. In the event Physician is not satisfied with the decision of the Administrator, the dispute shall be submitted to the Hospital Board of Directors and the decision of the Board shall be final.
7.05 Assignment. Physician shall not assign, sell, transfer or delegate any of the Physician's rights or duties, including by hiring or otherwise retaining additional physicians to perform services pursuant to this Agreement, without the prior written consent of Hospital.
7.06 Attorneys' Fees. If any legal action or other proceeding is commenced, by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and costs. As used in this Section 7.06, the term "prevailing party" shall have the meaning assigned by Section 1032(a)(4) of the California Code of Civil Procedure.
7.07 Choice of Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
7.08 Exhibits. All Exhibits attached and referred to herein are fully incorporated by this reference.
7.09 Notices. All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

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

## Physician: Stacey Brown, MD <br> 153-B Pioneer Lane <br> Bishop, CA 93514

7.10 Records. All files, charts and records, medical or otherwise, generated by a Medical Professional in connection with services furnished during the term of this Agreement are the property of Clinic. Physician agrees to maintain medical records according to Clinic policies and procedures and in accordance with community standards. Each party agrees to maintain the confidentiality of all records and materials in accordance with all applicable state and federal laws. Hospital agrees to permit Physician to have access during or after the term of the Agreement, to medical records generated by Physician if necessary in connection with claims, litigation, investigations, or treatment of patients.
7.11 Prior Agreements. This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the matters contained in this Agreement.
7.12 Referrals. This Agreement does not impose any obligation or requirement that Hospital shall make any referral of patients to Physician or that Physician shall make any referral of patients to Hospital. The payment of compensation pursuant to section 3.01 is not based in any way on referrals of patients to Hospital.
7.13 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall remain enforceable betweens the parties.
7.14 Waiver. The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
7.15 Gender and Number. Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.
7.16 Authority and Executive. By their signature below, each of the parties represent that they have the authority to execute this Agreement and do hereby bind the party on whose behalf their execution is made.

## NORTHERN INYO COUNTY

LOCAL HOSPITAL DISTRICT

By
John Ungersma, M.D., President Board of Directors

## PHYSICIAN

[^6]
## EXHIBIT A

## POSITION DESCRIPTION

## TITLE

## Staff Physician

## DEPARTMENT

Rural Health Clinic

## POSITION SUMMARY

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

1. Provide high quality primary medical care services.
2. Direct the need for on-going educational programs that serve the patient.
3. Evaluate and develop treatment plans to facilitate the individual healthcare needs of each patient.
4. Work with all office personnel to meet the healthcare needs of all patients.
5. Assess, evaluate, and monitor on-going health care and medication of Clinic patients.
6. Manage all medical and surgical emergencies.
7. Participate in professional development activities and maintain professional affiliations.
8. Participate with Hospital to meet all Federal and State Rural Health Clinic regulations.
9. Monitor and review clinical performance of non-physician providers (Nurse Practitioners)
10. Provide on-site clinical consultation to non-physician providers (Nurse Practitioners)
11. Support and utilize the hospital's and Clinic's Electronic Health Records.

## Exhibit B

## Malpractice "Tail" Coverage

Tail coverage will be provided in accordance with the following:

- Physician completes the entire three (3) year Term of this Agreement and then leaves the Hospital for any reason whatsoever $=$ District pays $100 \%$ of the tail coverage premium;
- Physician leaves on her own initiative before the full three (3) year Term of this Agreement is completed and Physician provides Hospital with not less than one hundred and eighty (180) days' prior written notice $=$ District and Physician split the tail premium pro-rata based on the number of months Physician stayed with the Hospital before leaving;
- Physician leaves the Hospital and does not give the required notice $=$ Physician shall pay $100 \%$ of the tail premium;
- Physician becomes disabled to the point where she closes her practice contemplated by this Agreement District pays $100 \%$ of the tail coverage premium;
- Hospital terminates Physician with or without cause before full three (3) year Term ends = Hospital pays $100 \%$ of the tail coverage premium.


## THIS SHEET

 INTENTIONALLY LEFT BLANK
## NORTHERN INYO HOSPITAL RURAL HEALTH CLINIC STAFF PHYSICIAN PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement"), entered into as of February 20, 2013, is entered into by and between Northern Inyo Hospital Local Hospital District ("Hospital") and Tom Boo, MD. ("Physician").

## RECITALS

A. Hospital operates a general acute care hospital, which, among other things, owns and operates a Rural Health Clinic (the "Clinic"), located at 153 Pioneer Lane, Bishop, California.
B. Physician is an individual duly licensed to practice medicine in the State of California, and he desires to practice in Bishop, California.
C. Hospital desires to obtain professional medical services from Physician for the patients of Clinic, and Physician desires to furnish such services upon the terms and conditions set forth in this Agreement.
D. Hospital believes that high standards of patient care can be achieved if Physician assumes the responsibilities set out further in this Agreement.

THEREFORE, THE PARTIES AGREE:

## I. PHYSICIAN RESPONSIBILITIES.

1.01 Services. Hospital hereby engages Physician to serve as Clinic staff physician, and Physician hereby accepts such engagement on the terms and conditions set forth in this Agreement. In his capacity as staff physician, Physician shall provide Hospital with the benefit of his direct patient care expertise and experience, and shall render those services necessary to enable Hospital to achieve its goals and objectives for the Clinic. The scope of services to be performed by Physician 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 the Clinic's premises shall be used at any time by Physician as an office for the private practice of medicine or to see patients other than Clinic patients.
(a) Apply for and/or maintain Provisional or Active Medical Staff membership and the aforesaid Family Practice privileges for the term of this Agreement.
(b) Provide on-call Hospitalist coverage for the Hospital's in-patient service Service within the scope of privileges granted him by Hospital. A minimum of 7 rotations (weeks) is required. Hospitalist rotations will be compensated at the current hospitalist rate and count as income against the guarantee.
(c) Maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred, and revenue acquired, pursuant to this Agreement to the extent, and in such detail, as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature, for which he may claim payment or reimbursement from the District. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers, and records. Physician further agrees to transfer to the District, upon termination of this Agreement, any books, documents, papers or records which possess long-term [i.e., more than four (4) years] value to the Hospital. Physician shall include a clause providing similar access in any sub-contract he may enter with a value of more than Ten Thousand Dollars $(\$ 10,000)$ or for more than a 12 -month period, when said sub-contract is with a related organization.
(d) At all times comply with all relevant policies, rules and regulations of the Hospital, subject to California and federal statutes governing the practice of medicine.
(e) As much as is practical, Physician shall be on call or in actual physical presence to provide the emergency coverage required by this Agreement. However, District expressly agrees that said such other qualified physicians might perform services as the Physician may employ or otherwise provide so long as each such physician has received proper training, is properly licensed, and has received approval in writing by the Hospital.
(f) Assist in monitoring and reviewing the clinical performance of Clinic non-physician providers (nurse practitioners).
(g) Staff the Clinic a minimum of three days per week, a minimum of 39 weeks per year. Additional shifts may be available and are optional for the Physician.

## II. HOSPITAL RESPONSIBILITIES.

### 2.01 Hospital Services.

A. Space. Hospital shall make available for Physician reasonably necessary facilities for the operation of Clinic.
B. Equipment. In consultation with Physician, Hospital shall make all decisions regarding the acquisition of all equipment as may be reasonably necessary for the proper operation and conduct of Clinic. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.
2.02 General Services. Hospital shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of Clinic.
2.03 Supplies. Hospital shall purchase and provide all supplies as may be reasonably required for the proper treatment of Clinic patients. Physician shall inform Hospital of supply needs in a timely manner and shall manage the use of supplies in an efficient manner that promotes quality and cost-effective patient care.
2.04 Personnel. Hospital shall determine and furnish all other personnel required to operate Clinic.
2.05 Business Operations. Hospital shall be responsible for all business operations related to operation of the Clinic, including personnel management, billing and payroll functions.
2.06 Hospital Performance. The responsibilities of Hospital under this Article shall be subject to Hospital's discretion and its usual purchasing practices, budget limitations and applicable laws and regulations.
2.07 Clinic Hours. Specific shifts will be scheduled according to normal operating procedures of the Clinic.

## III. COMPENSATION.

3.01 Compensation. Hospital shall pay Physician $\$ 43.79$ per hour and $\$ 44.28$ per patient encounter for patients seen in the Clinic by Physician. Said sums are payable on the 20th day of the calendar month immediately following the service performed. The hourly rate will be adjusted annually at the same rate and effective date as NIH employee wages. The per patient rate will adjust upward at the same percentage as the RHC MediCal payment rate.
3.02 Malpractice Insurance. Physician agrees to secure his own malpractice insurance with limits and coverage's appropriate for the physician to provide services under this agreement. Hospital agrees to reimburse $80 \%$ of malpractice premiums paid by Physician. Physician's maximum out of pocket expense will be limited to $\$ 10,000$ annually.
3.03 Time off. Physician shall be afforded 6 weeks of time off per year.
3.04 Health Insurance. At all times during the Term of this Agreement, including any extensions or renewals thereof, Physician will be admitted to the Hospital's self-funded Medical/Dental/Vision Benefit Plan and be provided the benefits contained therein as if Physician were an employee of the District.
3.05 Disability Insurance. Physician may purchase disability insurance. NIH will match physician's premium contribution, up to $\$ 10,000$ per term of this Agreement.
3.06 Life Insurance. NIH will provide $\$ 250,000$ benefit term life insurance policy.
3.07 Physician will be admitted to NIH's self funded Medical/Dental/Vision plan with the same premium and benefits as the other participants.
3.08 Billing for Professional Services. Physician assigns to Clinic all claims, demands and rights of Physician to bill and collect for all professional services rendered to Clinic patients. Physician acknowledges that Clinic shall be solely responsible for billing and collecting for all professional services provided by Physician to Clinic patients at Clinic, and for managing all Clinic receivables and payables, including those related to Medicare and Medi-Cal beneficiaries. Physician shall not bill or collect for any services rendered to Clinic patients, and all Clinic receivables and billings shall be the sole and exclusive property of Clinic. In particular, any payments made pursuant to a payer agreement (including co-payments made by patients) shall constitute revenue of the Clinic. In the event payments are made to Physician pursuant to any payer agreement, Physician shall promptly remit the payments directly to Clinic.

## IV. TERM AND TERMINATION.

4.01 Term. The term of this Agreement shall be for a period of three years beginning on December 29, 2012 and ending on the last day of the thirty sixth months thereafter.
4.02. Termination. Notwithstanding the provisions of section 4.01, this Agreement may be terminated:
A. By either party, at any time, without cause or penalty, upon sixty (60) days' prior written notice to the other party;
B. Immediately by Hospital in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;
C. Immediately upon closure of the Hospital or Clinic;
D. By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, Hospital must give notice to Physician equal to that provided to Hospital by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment.
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A. At all times be licensed to practice medicine in the State of California;
B. Comply with all policies, bylaws, rules and regulations of Hospital and Clinic and its Medical Staff, including those related to documenting all advice to patients and proper sign-off of lab and X-ray reports;
C. Be a member in good standing of the Active Medical Staff of the Hospital;
D. Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of the Hospital;
E. Participate in continuing education as necessary to maintain licensure and the current standard of practice; and
F. Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission.

## VI. RELATIONSHIP BETWEEN THE PARTIES.

### 6.01 Professional Relations.

A. Independent Contractor. No relationship of employer and employee is created by this Agreement. In the performance of Physician's work and duties, Physician is at all times acting and performing as an independent contractor, practicing the profession of medicine. Hospital and Clinic shall neither have nor exercise control or direction over the methods by which Physician performs professional services pursuant to this Agreement; provided, however, that Physician agrees that all work performed pursuant to this Agreement shall be in strict accordance with currently approved methods and practices in Physician's professional specialty and in accordance with the standards set forth in this Agreement. The sole interest of Hospital is to insure that such services are performed and rendered in a competent and cost effective manner.
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Physician for any costs or expenses associated with Physician's compliance with continuing medical education requirements.
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Physician shall also make available such subcontract and the books, documents, and records of any subcontractor if that subcontractor performs any of the Physician's duties under this Agreement at a cost of $\$ 10,000$ or more over a twelve-month period, and if that subcontractor is organizationally related to Physician.

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

This section is intended to assure compliance with Section 1861 of the Social Security Act, as amended, and regulations directly pertinent to that Act. The obligations of Physician under this section are strictly limited to compliance with those provisions, and shall be given effect only to the extent necessary to insure compliance with those provisions. In the
event that the requirements or those provisions are reduced or eliminated, the obligations of the parties under this section shall likewise be reduced or eliminated.
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Physician: Tom Boo, MD<br>153-B Pioneer Lane<br>Bishop, CA 93514

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NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

By
John Ungersma, M.D., President
Board of Directors

## Boar ofict

PHYSICIAN

By
Tom Boo, MD
Physician

## EXHIBIT A

## POSITION DESCRIPTION

## TITLE

Staff Physician

## DEPARTMENT

Rural Health Clinic

## POSITION SUMMARY

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

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10. Provide on-site clinical consultation to non-physician providers (Nurse Practitioners)
11. Support and utilize the hospital's and Clinic's Electronic Health Records.

## Exhibit B

## Malpractice "Tail" Coverage

Tail coverage will be provided in accordance with the following:

- Physician completes the entire three (3) year Term of this Agreement and then leaves the Hospital for any reason whatsoever $=$ District pays $100 \%$ of the tail coverage premium;
- Physician leaves on her own initiative before the full three (3) year Term of this Agreement is completed and Physician provides Hospital with not less than one hundred and eighty (180) days' prior written notice $=$ District and Physician split the tail premium pro-rata based on the number of months Physician stayed with the Hospital before leaving;
- Physician leaves the Hospital and does not give the required notice $=$ Physician shall pay $100 \%$ of the tail premium;
- Physician becomes disabled to the point where she closes her practice contemplated by this Agreement District pays $100 \%$ of the tail coverage premium;
- Hospital terminates Physician with or without cause before full three (3) year Term ends = Hospital pays $100 \%$ of the tail coverage premium.


## THIS SHEET

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N.I.H. M E M O R A N D U M

People you hnow, caring for people you love

## DATE: 01/31/2013

TO: Northern Inyo Hospital, Board of Directors
FROM: Carrie Petersen, Chief of Fiscal Services
RE: Request from the Foundation for Excellence at Bishop Union High School

Wendy Duncan, President of the Foundation for Excellence at BUHS asked to meet with me today to request that we consider using their partner, School Spirit Pays for the processing of our Merchant Card services. We currently pay fees to Elavon for the processing of all credit payments and School Spirit Pays would match our current rates for processing and they then donate a portion of the fees they receive to the Foundation.

This brings up the request from John and me for direction from the Board about community related fund-raising activities. John receives requests for us to work with local community organizations frequently and we usually have to say that we cannot make a gift of public funds. Please see the attached information from the Foundation and be prepared to discuss what the pleasure of the Board would be related to this type of hospital activity. In the past we have assisted some not for profits including but not limited to, Hospice of the Owens Valley, Eastern Sierra Breast Cancer Alliance, and various sport programs through paid advertising only.

Thank you for your consideration.

# Foundation for Excellence at Bishop Union High School <br> 301 N. Fowler Street <br> Bishop, CA 93514 


#### Abstract

Working to Preserve Quality Education for Future Generations January 30, 2013

The Foundation for Excellence was formed to help the school provide its students educational opportunities they are entitled to and would otherwise have to forego because of funding problems. Our main purpose is to raise money to pay for projects felt needed to provide students with a better learning environment.

The foundation is now involved in updating and providing new technology equipment for the classroom. Just recently the foundation gave the school $\$ 40,000$ for a new computer lab and interactive white boards.

The foundation is now partnering with School Spirit Pays (SSP) to help us create another form of income to meet the needs of the school and its students. SSP believes in the importance of public education and are committed to helping us with finances during these times of budget cutbacks. SSP is a credit card processing company backed by industry leaders with a strong track record. The best part is your business can support Bishop Union High School at no additional cost. SSP will match your current rates for credit card fees and makes a donation from their portion of net revenues.


We highly recommend School Spirit Pays!
Sincerely,

Wendy Duncan
President

Board of Directors
Tina Cocherell
scochnelt


## To Whom It May Concern:

## Board of

 DirectorsDan Dawson
Kristy
Williams
Bonnie
Gregory
Jennifer Peckenpaugh
Shanna
Bissonette
Lea Ann Eller
Leisha
Baldwin
Terri Wolfe
Pamela Bold
Rich Boccia
Gloria
Vasquez

This letter shall serve to highly recommend School Spirit Pays (SSP). SSP sought out and partnered with the Mammoth Schools NOW Education Foundation in an effort to create an alternate income stream for Mammoth Unified School District. They clearly believe in the importance of public education and are committed to helping finance it during these difficult times. The transition to SSP as a credit card processor is seamless and the staff members are a pleasure to work with. I highly recommend SSP to any school foundation interested in raising more recurring funds, which is every school foundation. I further recommend them to merchants as an easy, simple, cost-free way to support public education in your community.

Sincerely,


Daniel R. Dawson
President

## THIS SHEET

# INTENTIONALLY 

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## Cost Comparison for removal of Furniture Furnishings and Equipment

## Cost for NIH to remove all of the Furniture Furnishings and Equipment <br> $-(\$ 54674.90)$

## Profit to NIH if we sell all the Furniture Furnishings and Equipment to Bid Med <br> $+\$ 7500.00$

## Neil Lynch

| From: | Jackie [jackie@bidmed.com] |
| :--- | :--- |
| Sent: | Monday, December 10; 2012 2:19 PM |
| To: | Neil Lynch |
| Subject: | BidMed Offer |
| Attachments: | J-163-1.pdf |

Hi Neil,
We would like to offer $\$ 7,500.00$ for all your surplus medical equipment and a complete cleanout. I have attached a Bill of Sale that limits all liability from your hospital. If accepted you will receive a certified check in the mail before the removal of any of your equipment. We are able to remove all equipment as of next week. Have a great day and talk to you soon!

Thank you,

## Jackie Dymora tix

National Account Executive
Direct 773.840.8143
Office 866.811.1441
www.BidMed.com (:hicago, It. 60654 $77.3 . \mathrm{M} 0.8140$ (Office) 773.346 .1333 (Fax) wwwbidaned com

| Date: | $12 / 10 / 2012$ |
| ---: | :---: |
| Bill of Sale: | $J-163-1$ |



Equipment Pumelased


Terms and Conditions of Sale







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Equipment












for







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Seller Name (Print): $\qquad$
Date: $\qquad$

Buyer Signature


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## Nore: All other extess equapmeni moknding Atachment A

## ATTACHMENT A

## END


[^0]:    Moving from algorithm to algorithm
    $\checkmark \quad$ Move up to the next higher aigorithm if the blood glucose concentration is above the goal range (see above goal) and does not change by at least $60 \mathrm{mg} / \mathrm{DL}$ within 1 hour.
    $\checkmark$ Move Down an algorithm when blood glucose is $<70$ $\mathrm{mg} / \mathrm{dL} \times 2$

    Patient monitoring

    - Check capillary blood glucose every hour until it is within goal range for 4 hours, then decrease to every 2 hours for 4 hours, and if it remains stable, may decrease to every 4 hours
    - Hourly monitoring may be indicated for critically ill patients even if they have stable blood glucose

[^1]:    Emergency Room has 136 active Devices. 121 are Scheduled. 15 are Not scheduled

[^2]:    Outpatient Surgery/PACU has 92 active Devices. 81 are Scheduled. 11 are Not scheduled

[^3]:    Pediatrics and Allergy has 21 active Devices. $\mathbf{2 1}$ are Scheduled. $\mathbf{0}$ are Not scheduled

[^4]:    Urology has 24 active Devices. 24 are Scheduled. 0 are Not scheduled

[^5]:    Womens Clinic has $\mathbf{2 2}$ active Devices. 22 are Scheduled. 0 are Not scheduled

[^6]:    By
    Stacey Brown, MD

