



Northern Inyo County Local Hospital District

Board of Directors Regular Meeting

Wednesday April 17 2013; 5:30pm

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

DRAFT AGENDA

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT BOARD OF DIRECTORS MEETING

April 17, 2013 at 5:30 P.M.

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

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

3. Approval of the minutes of the March 20, 2013 regular meeting (*action item*).
 4. Security report for February 2013 (*information item*).
 5. Financial and Statistical Reports for the month of February 2013; John Halfen (*action item*).
 - *The Income Statement continues its' roller coaster ride of rather large, unusual, extraordinary and/or infrequent events. This month Total Gross Patient Revenue was 1.1M over budget, and we received a cost report settlement (2011) of 1.2M. These two events produced net patient service revenue of 6.3M, 1.7M better than budget. At the same time Operating Expenses were .888M over budget with every category participating in the overage. Labor and consultant costs let the way with more man-hours consumed attempting to maintain the EMR and Paragon in general, as well as the additional expenses of interim CNO's and Interim Performance Leaders. Travelers and locums expenses were also very high. The culminating of all of this produced a .882M surplus for the month and a 2.7M surplus to the year-to-date.*
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6. Accountable Care Organization presentation, Lynn Barr, Tahoe Forest Health Care District (*information item*).
 7. Administrator's Report; John Halfen.
 - A. Physician Recruiting Update
 8. Chief of Staff Report; Robbin Cromer-Tyler, M.D.
 9. Old Business
 - A. Discussion of CEO Succession Plan and selection of a recruiting firm (*action item*).
 - B. Rural Health Clinic Policy and Procedure approvals (*action items*):
 1. *Rural Health Clinic Provider Peer Review Policy*
 2. *Rural Health Clinic Provider Quality Assurance Policy*
 - C. Proposed amendment to by-laws of the Hospice of the Owens Valley (*action item*).
 10. New Business
 - A. Language Services annual report (*action item*).
 - B. Approval of Rural Health Clinic Centricity upgrade; and Practice Management System

- purchase (*action items*).
- C. Approval of Managed Practice Centricity Electronic Medical Record and Practice Management System implementation (*action items*).
- D. Renewal agreement with Tahoe Carson Radiology Agreement (*action item*).
- E. Renewal of Rural Health Clinic Staff Agreement with Alice Casey, M.D. (*action item*).
- F. Approval of NIH Scope of Services (*action item*).
- G. Employee Satisfaction Assessment Findings and Recommendations (*information item*).
- 11. Reports from Board members on items of interest.
- 12. Opportunity for members of the public to comment on any items on this Agenda, and/or on any items of interest.
- 13. 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 Strocak, Inc. (Government Code Sections 910 et seq., 54956.9).
 - C. Confer with legal counsel regarding significant exposure of litigation (Subdivision (b) of Government Code Section 54956.9). One potential case.
- 14. Return to open session, and report of any action taken in closed session.
- 15. Opportunity for members of the public to address the Board of Directors on items of interest.
- 16. Adjournment.

**THIS SHEET
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- CALL TO ORDER The meeting was called to order at 5:30 pm by John Ungersma, M.D., President.
- PRESENT John Ungersma, M.D. President
M.C. Hubbard, Vice President
D. Scott Clark, M.D., Treasurer
Peter Watercott, Member
- ABSENT Denise Hayden, Secretary
- ALSO PRESENT John Halfen, Administrator
Robbin Cromer-Tyler, M.D., Chief of Staff
Douglas Buchanan, District Legal Counsel
Sandy Blumberg, Executive Assistant
- ALSO PRESENT FOR
RELEVANT PORTIONS Dianne Shirley, R.N., Performance Improvement Coordinator
Sharon Tourville, R.N., Interim Chief Nursing Officer
- OPPORTUNITY FOR
PUBLIC COMMENT Doctor Ungersma asked if any members of the public would like to comment on any items of interest. No comments were heard.
- APPROVAL OF
MINUTES The minutes of the February 20, 2013 regular meeting were approved.
- FINANCIAL AND
STATISTICAL REPORTS
FOR THE MONTH OF
JANUARY, 2013 Mr. Halfen called attention to the Financial and Statistical reports for the month of January, 2013. He noted the statement of operations shows a bottom line excess of expenses over revenues of \$888,009. Mr. Halfen additionally called attention to the following:
- *Total patient revenue was \$611,929 under budget*
 - *Total Expenses were \$182,850 over budget, largely due to depreciation (non cash item) associated with the new building*
 - *An Extraordinary Item (expense) of \$320,780 was created by the defeasance of the 1998 Revenue Bonds. This is also a non cash item.*
 - *Year to date net income remains above budget at 1.7M*
 - *The Balance Sheet shows no significant change*
- Mr. Halfen additionally noted that accounts receivable days remain slightly high but steady at 74.20 days, and all indications are that the month of February will be profitable. It was moved by Peter Watercott, seconded by M.C. Hubbard, and passed to approve the Financial and Statistical reports for the month of January 2013 as presented.
- ADMINISTRATOR'S
REPORT
- CMS SURVEY Mr. Halfen informed the Board that the hospital is undergoing an unannounced California Department of Public Health (CDPH) Centers for Medicare/Medicaid Services (CMS) validation survey this week, which is

one of the most rigorous surveys that a hospital can be subjected to. Many of our departments are currently short-handed due to illness; however hospital staff is handling the survey as well as possible.

PHYSICIAN AND CNO
RECRUITING UPDATE

Mr. Halfen also reported a prospective orthopedic surgeon will visit Northern Inyo Hospital (NIH) at the end of this week, and a new interim Chief Nursing Officer (CNO) has been selected and will come on board during the last week in March. He additionally noted that prospective OB/Gyn physician Matthew Wise, M.D. will work with Dr. Arndal on a trial basis during the month of April. Prospective internal medicine physician Shawn D. Rosen, M.D. will also come for a visit during the month of April.

MONTHLY SECURITY
REPORT

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

CHIEF OF STAFF
REPORT

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 hospital wide policies and procedures:

POLICY AND
PROCEDURE
APPROVALS

- 1) *General Policy for Rural Health Clinic Nurse Practitioner, RHC Standardized Procedure*
- 2) *Adult Health Maintenance, RHC Standardized Procedure*
- 3) *Furnishing Medications/Devices Policy for the Nurse Practitioner, RHC Standardized Procedure*
- 4) *Management of Acute Illness, RHC Standardized Procedure*
- 5) *Management of Chronic Illness, RHC Standardized Procedure*
- 6) *Management of Minor Trauma, RHC Standardized Procedure*
- 7) *Minor Surgical Procedures, RHC Standardized Procedure*
- 8) *Obstetric Care, RHC Standardized Procedure*
- 9) *Well Child Care, RHC Standardized Procedure*
- 10) *General Policy for Rural Health Clinic Physician Assistant, Protocol*
- 11) *Adult Health Maintenance Policy for Rural Health Clinic Physician Assistants, Protocol*
- 12) *Management of Acute Illness for Rural Health Clinic Physician Assistants, Protocol*
- 13) *Management of Chronic Illness Policy for Rural Health Clinic Physician Assistants, Protocol*
- 14) *Management of Minor Trauma Policy for Rural Health Clinic Physician Assistants, Protocol*
- 15) *Medication/Device Policy for Rural Health Clinic Physician Assistants, Protocol*
- 16) *Minor Surgical Policy for Rural Health Clinic Physician Assistants, Protocol*
- 17) *Well Child Care Policy for Rural Health Clinic Physician Assistants, Protocol*
- 18) *Protocol for Physician Assistant in the Operating Room.*

- 19) *Standardized Procedure for RN First Assistant (revised)*
20) *Medical Screening Examination for the Obstetrical Patient
Performed by Registered Nurse, Standardized Procedure*

It was moved by Mr. Watercott, seconded by Ms. Hubbard and passed to approve all 20 policies and procedures as presented.

MEDICAL STAFF
APPOINTMENTS AND
PRIVILEGING

Doctor Cromer Tyler also reported following careful review and approval by the appropriate committees the Medical Executive Committee recommends appointment of Mark Jacoby, M.D. to the NIH Active Medical Staff. It was moved by Mr. Watercott, seconded by D. Scott Clark, M.D. and passed to approve the Staff appointment of Doctor Jacoby as requested.

OLD BUSINESS

UPDATE ON CEO
SUCCESSION PLAN

Mr. Halfen stated that more information on the Chief Executive Officer (CEO) Succession plan will be provided later in this meeting.

EMPLOYEE INCENTIVE
STORE PROPOSAL

Mr. Halfen then asked District Legal Counsel for follow-up on the subject of whether or not sales tax would need to be changed on items disbursed from a potential Employee Incentive Store, per the proposal presented at the last meeting of the District Board. Mr. Buchanan stated his conclusion is that since sales tax would be paid by the District upon original purchase of incentive store items, it would not have to again be charged to employees. Mr. Buchanan also noted it is important that we make sure that incentive store awards are never given out as incentives for hospital employees. Board member input on this topic revealed that the Board is not enthusiastic about the program as presented, and no motion was made to approve establishing a Northern Inyo Hospital (NIH) virtual Employee Incentive Store as proposed.

NEW BUSINESS

RENEWAL OF
EASTERN SIERRA
EMERGENCY
PHYSICIANS
AGREEMENT

Mr. Halfen called attention to a proposed renewal agreement with Eastern Sierra Emergency Physicians, which includes a 6% annualized compensation increase for the physician group over the next three years. Following review of current compensation figures for Emergency physicians, Mr. Halfen has determined that the proposed increase is reasonable and in line with industry standards. It was moved by Ms. Hubbard, seconded by Mr. Watercott, and passed to approve the renewal agreement with Eastern Sierra Emergency Physicians as presented.

RENEWAL OF RHC
MEDICAL DIRECTOR
AGREEMENT

Mr. Halfen then called attention to the proposed renewal agreement for Rural Health Clinic (RHC) Medical Director Stacey Brown, M.D.. The renewal contains changes relative to physician compensation and benefits, and it was noted that this is a part-time rather than full-time agreement. It was moved by Mr. Watercott, seconded by Ms. Hubbard, and passed to renew the Medical Director of the Rural Health Clinic Agreement with Stacey Brown M.D. as requested.

ECHOCARDIOGRAM

Mr. Halfen also called attention to proposed Echocardiogram Agreements

AGREEMENT
APPROVALS

with Joseph Ludwick, M.D. and Katrinka Kip, M.D., noting that they are “no money” agreements which allow for the doctors to provide services at NIH, and then handle their own billing. It was moved by Ms. Hubbard, seconded by Mr. Watercott, and passed to approve the proposed Echocardiogram agreements with Doctors Ludwick and Kip as presented.

PROPOSED HOSPITAL
MANAGEMENT
CONTRACT WITH
RENOWN HOSPITAL

Mr. Halfen then introduced then four representatives from Renown Hospital in Reno Nevada, who were present to discuss the possibility of NIH entering into a hospital management contract with Renown Hospital. The proposed agreement would include Renown selecting a replacement Chief Executive Officer (CEO) for Mr. Halfen when he retires in July of 2014. Andy Pearl, Vice President of Business Development gave an overview of the proposed agreement, and introduced Doug Self, a potential candidate for the CFO position. The Renown team answered questions from the Board and from those present, and concerns about the potential agreement were registered by Hospital staff and by Staff anesthesiologist Tony Schapera, M.D.. The Renown representatives explained how a relationship with their organization might connect NIH to an increased number of patient resources, stating that they have no interest in taking healthcare services out of this community. It was also noted that entering into a potential hospital management contract with Renown is a totally different subject than NIH aligning with Renown as an Accountable Care Organization (ACO). Extensive discussion followed, and at the conclusion of discussion it was moved by Mr. Watercott, seconded by Ms. Hubbard and passed to allow Mr. Halfen to pursue the possibility of entering into a management agreement with Renown Hospital in greater detail. Mr. Watercott also indicated it is his intention to contact Board members and managers of the two organizations Renown has entered into management agreements with in the past, one of whom has an existing agreement, and the other who entered into an agreement but chose not to renew the agreement at the end of its’ term.

PATHOLOGY SERVICES
AGREEMENT

Mr. Halfen stated that approval of a Pathology services proposal for NIH will be tabled to a future meeting.

HFS RECRUITMENT
PRESENTATION

Mr. Halfen then introduced Don Whiteside, a CEO recruiter from HFS Financial. Mr. Whiteside has extensive experience placing CEOs in the state of California, and he knows the California Rural hospital market very well. He has previously worked with larger search firms such as Whit Keefer and Korn Ferry, and he has placed the CEO’s of 8 different California Healthcare Districts in their current positions. Mr. Whiteside gave his recommendations regarding how NIH should proceed with its’ CEO search, stating he is very interested in conducting that search for us. Following further discussion it was decided that Mr. Whiteside will be allowed to submit a CEO search proposal to the NIH Board of Directors in the next several days.

POLICY AND
PROCEDURE REVISION

Mr. Halfen called attention to a proposed revision of an existing personnel policy on Employee Leaves of Absence/Paid Time Off (PTO), which involves the following sentence being stricken from that policy:
"Whenever a benefited employee is off work for one consecutive year due to illness or injury, starting with the beginning of the second year of disability that employee must be paid at least fifty-six (56) hours per pay period directly by the hospital in order to earn additional Paid Time Off."
It was moved by Mr. Watercott, seconded by Ms. Hubbard and passed to approve the revision to the Employee Leaves of Absence/Paid Time Off policy as requested.

PURCHASE OF MRI
FOOT & ANKLE COIL

Radiology Director Patty Dickson called attention to a proposal to purchase an 8-Channel Foot and Ankle coil for MRI, which will greatly improve the quality of our foot and ankle exams. The equipment that is currently being used was purchased in 2003, and it is no longer the best available product. Ms. Dickson stated that we currently perform 80-100 foot/ankle exams per year, and we anticipate that volume will increase with the expansion of our orthopedic services. It was moved by Dr. Clark, seconded by Mr. Watercott and passed to approve the purchase of an 8-Channel MRI foot and ankle coil as requested.

PURCHASE OF WALK
IN FREEZER

Mr. Halfen called attention to proposal to purchase a new walk-in freezer for the Dietary Department, in order to comply with California Department of Public Health food storage standards. Property manager Scott Hooker explained our Joint Commission and State surveyors have noted condensation in our current freezer, which is an unacceptable condition. The best solution to this problem is to purchase a new stand-alone freezer which is not attached to our walk-in refrigerator, and which will be opened less so condensation will not be an issue. It was moved by Dr. Clark, seconded by Ms. Hubbard, and passed to approve the purchase of a new walk-in freezer for the Dietary Department as requested.

DISTRICT BOARD
RESOLUTION 13-01
AND APPROVAL OF GE
FINANCING FOR
AUTOMATED BREAST
ULTRASOUND
MACHINE

Mr. Halfen called attention to proposed District Board Resolution 13-01, which would allow for financing the purchase of the hospitals' new automated breast ultrasound equipment. The new machine is considered to be absolute state-of-the art life saving equipment that will aid in early detection of breast cancers for area residents. It was moved by Mr. Watercott, seconded by Ms. Hubbard, and passed to approve District Board Resolution 13-01 as requested. It was then moved by Mr. Watercott, seconded by Doctor Clark, and also passed to approve the financing agreement with GE Healthcare Financing for the purchase of the breast ultrasound equipment as requested.

AMENDMENT TO
SECURITY OFFICER
AGREEMENTS

Mr. Halfen also called attention to a proposed amendment to the agreements with NIH's Security officers, which notes that our officers may carry tazers while on duty. Lead Security Officer Steve Day stated

that all of our officers are certified in the correct usage of tazer equipment, and tazers are the most valuable tool that our officers can carry. It was moved by Dr. Clark, seconded by Ms. Hubbard, and passed to approve the addendum to the NIH Security Officer Agreements as requested.

HOSPICE BYLAWS
AMENDMENT

Mr. Halfen also called attention to proposed changes to the Bylaws of the Hospice of the Owens Valley, which are being made in preparation for the upcoming change in Hospice management as they align with Pioneer Home Health Care. Upon review of the proposed changes, it was determined that further review is needed and additional changes are necessary in order to clarify the new independence and separation of the Hospice from the Hospital District. Approval of the changes to the Hospice Bylaws was tabled at this time, but will be addressed again at a future meeting of the District Board

MCKESSON SOFTWARE
PURCHASE FOR STAGE
II OF MEANINGFUL
USE

Information Technology (IT) Director Adam Taylor called attention to a proposal for purchase of additional McKesson software needed for the implementation of Stage II of Meaningful Use. The proposal not only includes purchase of the software, but also allows for implementation of that software as well. The amount of time this will save our IT department is invaluable, considering the huge projects that are looming in their future. It was moved by Dr. Clark, seconded by Ms. Hubbard, and passed to approve the purchase and implementation of Meaningful Use Stage II McKesson software as requested.

RENEWAL
AGREEMENT WITH
ROBBIN CROMER-
TYLER, M.D.

Mr. Halfen called attention to a Private Practice Physician Income Guarantee and Practice Management Agreement with Robbin Cromer-Tyler, M.D.. The agreement is a renewal of Doctor Cromer-Tyler's existing contract, and it includes a salary increase to bring the doctor's compensation up to the current industry standard. Following review of the information provided, it was moved by Mr. Watercott, seconded by Doctor Clark, and passed to renew the Private Practice Physician Income Guarantee and Practice Management Agreement with Robbin Cromer-Tyler, M.D. as presented.

P.I. EXECUTIVE
LEADER

Mr. Halfen introduced Performance Improvement (P.I.) Executive Leader Marianne Miragia, who has been contracted to assess the hospital's current performance improvement program and provide recommendations for improvement. Ms. Miragia has been working at NIH for several weeks, and she is preparing to present her report of recommendations in the near future. Mr. Halfen noted that the Joint Commission has identified NIH's Performance Improvement program as being in need of improvement and change.

BOARD MEMBER
REPORTS

Doctor Ungersma asked if any members of the Board of Directors wished to report on any items of interest. Mr. Watercott reported he has viewed the hospital's promotional video on the new hospital building, and he

found it to be very professional as well as informative.

PUBLIC COMMENT

Doctor Ungersma then asked if any members of the public wished to comment on any items of interest or on any items listed on the agenda for this meeting. Chief Operations Officer Leo Freis thanked the Board for their diligence and concerned effort toward the selection of a new Chief Executive Officer to replace Mr. Halfen, stating his belief that selection of the right person to replace Mr. Halfen is of the utmost importance.

CLOSED SESSION

At 8:16p.m. Doctor Ungersma reported the meeting would adjourn to closed session to allow the Board of Directors to:

- A. Hear reports on the hospital quality assurance activities, and hear a report from the Medical Staff Executive Committee (Section 32155 of the Health and Safety Code, and Government Code Section 54962).
- B. Confer with legal counsel regarding pending litigation based on stop notice filed by Strocal, Inc. (Government Code Sections 910 et seq., 54956.9).
- C. Confer with legal counsel regarding significant exposure of litigation (Subdivision (b) of Government Code Section 54956.9). One potential case.
- D. Discussion of the employment, and evaluation, of the Interim Chief Nursing Officer (as authorized by Section 54957 of the Government Code).

RETURN TO OPEN
SESSION AND REPORT
OF ACTION TAKEN

At 9:32p.m. the meeting returned to open session. Doctor Ungersma reported the Board took action to authorize legal counsel to propose entry into a tolling agreement with NTD Stichler, in the lawsuit entitled *Strocal v. Turner, et. al.*.

ADJOURNMENT

The meeting was adjourned at 9:33p.m..

John Ungersma, M.D., President

Attest:

Denise Hayden, Secretary

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NORTHERN INYO HOSPITAL

SECURITY REPORT

FEBRUARY 2013

FACILITY SECURITY

Access security during this period revealed thirteen exterior doors found unsecure during those times when doors were to be secured. One interior door was unsecure during this period.

Hospital vehicles were found unsecure on three occasions.

ALARMS

On February 7th, a fire alarm was activated on Med / Surg. The alarm was determined to be in the bathing room. A patient was taking a long hot shower and the steam activated the Fire Alarm.

On February 8th, a Huggs Alarm was activated as the result of a Huggs Tag falling off of a newborn.

On February 15th, a Huggs Alarm was activated as the result of a Huggs Tag being removed and replaced by Staff.

HUMAN SECURITY

On February 2nd, Security Staff assisted with the restraint of an ICU Patient.

On February 4th, Security Staff was called to the ED for assistance with an extremely intoxicated Patient.

On February 8th, Security Staff was called to ICU for assistance with an uncooperative Patient.

On February 14th, ICU Staff paged a Dr. Strong as the result of a combative Patient. Security Staff responded with other personnel and the Patient was restrained.

Security was called later this same date for the same Patient needing to be released from restraints for a short period of time.

On February 17th, Security Staff assisted EMS personnel and Bishop Police who presented with a prisoner/ Patient that was initially treated in the ED and then admitted to Med / Surg. Police Department Staff stood guard over the Patient until discharge.

On February 17th, Security located a transient subject, loitering in the main lobby of the Hospital, after hours. This subject could give no medical or legal need to be on Campus. The subject was advised of trespassing and volunteered to leave Campus.

On February 22nd, Security Staff was called when EMS personnel and Bishop Police presented a Patient to the ED. This subject was combative and attempted an assault on the ED Doctor. Patient was restrained, medicated and treated.

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

Security stood by with two suspected 5150's this month.

Security Staff provided 29 patient assists this month.

EOC REPORTING INFORMATION

FIRE DOORS / OPEN OR PROPPED

0

TRESPASSING

1

VANDALISM

0

DISORDERLY CONDUCT

By Patient

5

By Others

0

SUSPICIOUS PERSON / VEHICLE / ACTION

1 Person

PERSONAL PROPERTY DAMAGE / LOSS

0

HOSPITAL PROPERTY DAMAGE / LOSS

0

Srd

03/18/13

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NORTHERN INYO HOSPITAL
STATEMENT OF OPERATIONS
for period ending February 28, 2013

	ACT MTD	BUD MTD	VARIANCE	ACT YTD	BUD YTD	VARIANCE
Unrestricted Revenues, Gains & Other Support						
Inpatient Service Revenue						
Ancillary	628,569	524,524	104,045	4,593,806	4,552,152	41,654
Routine	2,325,888	1,735,216	590,672	17,592,478	15,059,266	2,533,212
Total Inpatient Service Revenue	2,954,457	2,259,740	694,717	22,186,284	19,611,418	2,574,866
Outpatient Service Revenue	5,585,629	5,157,690	427,939	44,612,634	44,761,371	(148,737)
Gross Patient Service Revenue	8,540,086	7,417,430	1,122,656	66,798,918	64,372,789	2,426,129
Less Deductions from Revenue						
Patient Service Revenue						
Deductions	(212,780)	(161,386)	(51,394)	(1,631,137)	(1,400,597)	(230,540)
Contractual Adjustments	(3,744,193)	(2,732,973)	(1,011,220)	(25,645,180)	(23,718,316)	(1,926,864)
Prior Period Adjustments	1,808,164	142,226	1,665,938	3,500,536	1,234,314	2,266,222
Total Deductions from Patient Service Revenue	(2,148,809)	(2,752,133)	603,324	(23,775,781)	(23,884,599)	108,818
Net Patient Service Revenue	6,391,277	4,665,297	1,725,980	43,023,136	40,488,190	2,534,946
Other revenue	11,890	25,091	(13,201)	645,275	217,767	427,508
Transfers from Restricted Funds for Operating Exp	102,014	88,938	13,076	816,108	771,853	44,255
Total Other Revenue	113,904	114,029	(125)	1,461,383	989,620	471,763
Expenses:						
Salaries and Wages	1,794,902	1,625,661	169,241	14,026,144	14,108,429	(82,286)
Employee Benefits	1,046,004	1,010,854	35,150	9,386,742	8,772,755	613,987
Professional Fees	672,327	450,765	221,562	3,971,450	3,912,004	59,446
Supplies	400,619	475,616	(74,997)	3,931,159	4,127,706	(196,547)
Purchased Services	261,250	214,485	46,765	2,081,054	1,861,422	219,632
Depreciation	457,922	291,305	166,617	1,840,482	2,528,123	(687,641)
Interest Expense	257,079	163,398	93,681	1,611,115	1,418,068	193,047
Bad Debts	241,879	183,419	58,460	2,057,698	1,591,814	465,884
Other Expense	394,960	222,803	172,157	2,384,011	1,933,532	450,479
Total Expenses	5,526,943	4,638,306	888,637	41,289,853	40,253,853	1,036,000
Operating Income (Loss)	978,237	141,020	837,217	3,194,666	1,223,957	1,970,709
Other Income:						
District Tax Receipts	42,397	40,220	2,177	339,174	349,056	(9,882)
Partnership Investment Income	0	3,452	(3,452)	0	29,960	(29,960)
Grants and Other Contributions						
Unrestricted	0	19,178	(19,178)	48,635	166,439	(117,804)
Interest Income	9,429	6,551	2,878	68,619	56,849	11,770
Other Non-Operating Income	2,058	2,840	(782)	101,103	24,646	76,457
Net Medical Office Activity	(142,406)	(76,715)	(65,691)	(1,046,905)	(665,746)	(381,159)
340B Net Activity	113,980	42,681	71,299	411,372	370,411	40,961
Non-Operating Income/Loss	25,458	38,207	(12,749)	(78,002)	331,615	409,617
Net Income/Loss	1,003,695	179,227	824,468	3,116,664	1,555,572	2,380,326
Extraordinary Items*						
Total Extraordinary Items	(11,455)	(9,828)	(1,627)	(390,851)	(85,293)	(305,558)
Net Income/Loss Including Extraordinary Items	992,240	169,399	822,841	2,725,814	1,470,279	1,255,535

*Extraordinary Items are 1998 Revenue Bond Cost of Issuance and Bond Insurance for redeemed Bond Issue

Northern Inyo Hospital
 Monthly Report of Capital Expenditures
 Fiscal Year Ending JUNE 30, 2013
 As of February 28, 2013

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
Reconciling Totals:		287,653
		0
Actually Capitalized in the Current Fiscal Year Total-to-Date		0
Plus: Lease Payments from a Previous Period		0
Less: Lease Payments Due in the Future		691,947
Less: Funds Expended in a Previous Period		<u> </u>
Plus: Other Approved Expenditures		<u>979,600</u>
ACTUAL FUNDS APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE		
	For 2012 Asset receive 2013	60,000
		0
Donations by Auxiliary		0
Donations by Hospice of the Owens Valley		0
+Tobacco Funds Used for Purchase		<u> </u>
		<u>60,000</u>

*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.)

**Completed in prior fiscal year

**Northern Inyo Hospital
 Monthly Report of Capital Expenditures
 Fiscal Year Ending JUNE 30, 2013
 As of February 28, 2013**

Administrator-Approved Item(s)	Department	Amount	Month Total	Grand Total
Illuminated Map/Signage	GROUNDS	4,732		
Oxygen Outlet from Carrier to Anesthesia B SURGERY		8,079		
TUBE System Software Upgrade	Maintenance/Lab	6,000		
KRONOS WORKFORCE LICENSES	ACCOUNTING	6,660		
SCHLAGE PIM 400-486 ACCESS AND LOCKSE MAINTENANCE		5,436		
HeartStart FR3-ECG Patient Monitor	ORTHO CLINIC	2,922		
SureSigns VS3 NBP Patient Monitor	PEDIATRIC CLINIC	3,521		
Prime 5th Wheel Gurney	ORTHO CLINIC	5,274		
Novarad Workstation	ORTHO CLINIC	3,164		
MONTH ENDING FEBRUARY 31, 2013			45,789	287,653

Investments as of 2/28/2013

	Purchase Dt	Maturity Dt	Institution	Broker	Rate	Principal
1	2/2/2013	3/1/2013	LAIF (Walker Fund)	Northern Inyo Hospital	0.29%	321,667.49
2	2/2/2013	3/1/2013	Multi-Bank Securities	Multi-Bank Service	0.01%	2,572,353.46
3	5/20/2010	5/20/2013	First Republic Bank-Div of BOFA	Financial Northeaster Corp.	2.40%	150,000.00
4	5/20/2010	5/20/2015	First Republic Bank-Div of BOFA	Financial Northeaster Corp.	3.10%	100,000.00
			Total			\$3,144,020.95

Northern Inyo Hospital
Balance Sheet
Period Ending February 28, 2013

Current Assets:	
Cash and Equivalents	5,157,952
Short-Term Investments	3,044,021
Assets Limited as to Use	0
Plant Replacement and Expansion Fund	2
Other Investments	1,178,290
Patient Receivable	40,723,045
Less: Allowances	-28,941,145
Other Receivables	612,810
Inventories	3,122,189
Prepaid Expenses	1,015,772
Total Current Assets	<u>25,912,936</u>
Internally Designated for Capital Acquisitions	827,133
Special Purpose Assets	744,486
Revenue Bonds Held by a Trustee	2,392,576
Less Amounts Required to Meet Current Obligations	0
Assets Limited as to use	<u>3,964,195</u>
Long Term Investments	100,000
Property & equipment, net Accumulated Depreciation	90,670,345
Unamortized Bond Costs	739,388
Total Assets	<u>121,386,864</u>
Liabilities and Net Assets	
Current Liabilities:	
Current Maturities of Long-Term Debt	319,959
Accounts Payable	864,199
Accrued Salaries, Wages & Benefits	4,132,840
Accrued Interest and Sales Tax	616,764
Deferred Income	169,587
Due to 3rd Party Payors	1,900,000
Due to Specific Purpose Funds	350,759
Total Current Liabilities	<u>8,354,110</u>
Long Term Debt, Net of Current Maturities	55,167,747
Bond Premium	1,428,967
Total Long Term Debt	<u>56,596,714</u>
Net Assets	
Unrestricted Net Assets	55,691,555
Temporarily Restricted	744,486
Net Income	
Total Net Assets	<u>56,436,041</u>
Total Liabilities and Net Assets	<u>121,386,864</u>

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**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 will have 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 available, 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 requests committee 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 procedure complication, such as:
 - a. Hemorrhage
 - b. Poor healing
 - c. Impairment of body function to a level less than that prior to the procedure and less than commonly expected as a result of the procedure
- 5) Cardiac or respiratory 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 injury threatening life or limb
 - c. any laceration requiring complicated suture closure
 - d. any fracture or injury requiring immobilization by full casting
 - e. complicated or extensive burns
- 7) Upon request of the patient/family, provider staff, nursing or ancillary RHC staff, or Medical Staff member

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

Committee Approval	Date
N/A	

Revised
Reviewed
Supercedes

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

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 quality healthcare in an ambulatory, primary care clinic setting.

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:

- 1) At the beginning of the fiscal year, the RHC Medical Director 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, peer-reviewed literature. Such documentation will be submitted with the reports of the measures to the appropriate committees
- 3) The frequency of measurement will be quarterly. The measurement data will be summarized annually.
- 4) The data will be extracted from the RHC electronic medical record across all RHC providers and all recorded clinic 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 necessary.
- 6) The Medical Director or his/her designee will present the quarterly report and annual summary to the Medicine/ICU committee for discussion and approval.
- 7) The Annual Report will contain:
 - a. Provider-specific data
 - b. RHC clinic-wide data
 - c. Benchmark Goals
 - d. Action plan for next fiscal year

Committee Approval	Date
N/A	

Revised
Reviewed
Supercedes

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NORTHERN INYO HOSPITAL

Northern Inyo County Local Hospital District

2013 Annual Report

I. NIH Interpreter Services

In 2012, NIH's interpreters provided **3046 interpreting sessions** in Spanish; this represents an average of 253.8 sessions per month.

NIH Interpreting Sessions Provided in 2012												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
247	250	309	248	270	210	306	298	274	204	237	193	3046

II. Language Line Services

Language Line over-the-phone interpreting services used in 2012.

Language Line Services 2012			
	Language	Calls	Minutes
1	Arabic	9	76
2	Armenian	1	4
3	Burmese	1	2
4	Fijian Hindi	1	9
5	French	6	151
6	Gujarati	12	186
7	Hindi	2	21
8	Italian	8	220
9	Korean	6	76
10	Mandarin	3	61
11	Punjabi	4	67
12	Spanish	338	4034
13	Vietnamese	1	8
Total		392	4915



NORTHERN INYO HOSPITAL

Northern Inyo County Local Hospital District

2013 Annual Report

III. Video Interpreting

Video interpreting services used in 2012 for American Sign Language and spoken languages.

HCIN 2012			
	Language	Calls	Minutes
1	American Sign Language	18	282
2	Korean	3	48
3	Punjabi	1	53
4	Spanish	150	2086
Total		172	2469

IV. Translations

During 2012, **142 translations** were completed.

Sincerely

José García

Language Services Manager

Wednesday, April 17, 2013

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April 15, 2013

RE: RHC Centricity Upgrade

Dear Northern Inyo Hospital Board of Directors,

Attached is a capital budget request for the RHC Centricity upgrade project. The project includes the following:

- Centricity EMR Upgrade to Version 11 (MU Stage 1 and ICD 10 compatible)
- Adding 4 licenses for Dragon Medical and CSSpeak (Centricity Dragon Macros)
 - The Dragon licenses are "per user"; if there are additional providers that would like to use the Dragon functionality we will need to purchase additional licenses (License \$1500 per user, maintenance \$995/user annually)
- Adding Centricity Practice Management System with a charge interface to Paragon
 - Practice Management system allows the RHC to schedule and follow patients throughout the clinic in Centricity (Registration will continue to be completed in the Paragon system)
 - Practice Management will allow the physicians to order in clinic (meds, E&M codes etc.) with the charges flowing to Paragon for billing via a charge interface. This will eliminate paper "superbills"
 - Practice Management will give the RHC analytic reports with the exception of charge statistics (due to charges flowing to Paragon).
- A TEST database with Paragon/Centricity interfaces (ADT, Orders, Results, and Charges)- Test database is utilized by the RHC and the managed practices.

Items to Note:

- Per IT no new hardware is required (Specs have been forwarded to Devin in IT).
- Immunization interface – The immunization interface is included in the managed practice quotes and will be utilized by both the managed practices and the RHC. If the managed practice EMR/PM project is not approved then the costs of the immunization interface will need to be moved to this project.

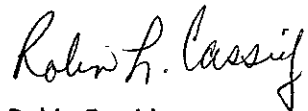
Attached:

- Project Capital Budget
- Cost of ownership over 5 years – Includes yearly maintenance and support fees.
- Quartis Health Quote/Contract

- Potential Meaningful Use funds – These are EHR incentive funds potentially available pending negotiations with the physicians and verification of percentage of patient volume attributable to needy individuals.
 - MediCal can be attested to for AIU (adopt/implement or upgrade) after a contract is signed.

After we have a signed agreement we can attest for the MediCal Meaningful Use AIU. We can attest for the NP's (M. Yolken and T. Drew) but we do not meet the standards to attest for the PA's (S. Starosta and B. Davis).

Respectfully,



Robin Cassidy
Informatics Specialist



Tracy Aspel RN
Rural Health Clinic Manager

Rural Health Clinic Centricity Upgrade
 Cost of Ownership
 Potential Meaningful Use Funds

RHC EMR upgrade and PM add on. Capital Expenses are outlined in Red.		RHC MediCal EHR Incentive						
Description	Quote after Disc.	2013	2014	2015	2016	2017	2018	Total
Software PM	\$7,803.00							63750
3rd Party Software Dragon+CSSpek	\$4,384.00							63750
3rd Party Hardware (SpeechMike Pro) x 4	\$1,300.00							63750
Software Subtotal	\$13,487.00							
Implementation Training Services	\$8,880.00							63750
Tech Services (Install, set up, configure)	\$2,995.00							63750
Dragon+CSSpeak Implementation/Training	\$2,400.00							63750
Charge Interface	\$3,000.00							63750
Implementation and Tech Subtotal	\$17,275.00							
Software Maintenance (PM we already have EMR)	\$4,400.00							63750
3rd Party Software Maintenance (Dragon+CSSpeak)	\$3,980.00							63750
Annual Maintenance Fees Subtotal	\$8,380.00							
Centricity monthly support (PM we currently have the EMR side for the RHC)	\$132.00							63750
Total One Time Fee + year one monthly fees	\$39,142.00							
Cost of Ownership								
Year 1	\$40,726.00							
Year 2	\$9,964.00							
Year 3	\$9,964.00							
Year 4	\$9,964.00							
Year 5	\$9,964.00							
Total Costs after 5 years	\$80,582.00							
Average Cost of Ownership/year after 3yrs.	\$20,218.00							
Average Cost of Ownership/year after 5yrs.	\$16,116.40							

Capital Budget Request
Rural Health Clinic Centricity EMR Upgrade and Practice Management

Description	Quote
Software PM	\$7,803.00
3rd Party Software Dragon+CSSpek	\$4,384.00
3rd Party Hardware (SpeechMike Pro) x 4	\$1,300.00
Software/Hardware Subtotal	\$13,487.00
Implementation Training Services	\$8,880.00
Tech Services (Install, set up, configure)	\$2,995.00
Dragon+CSSpek Implementation/Training	\$2,400.00
Charge Interface	\$3,000.00
Implementation and Tech Subtotal	\$17,275.00
Project Capital Expenditure Total	\$30,762.00

Quatris Health Products and Services Exhibit "A"

013Q22483

The descriptions contained in this Exhibit "A" are made a part of the current Quatris Health Services Agreement between Quatris Health and Northern Inyo Hospital

Qty	Description	Fee
CENTRICITY PRACTICE SOLUTION (Provider License and Installation)		
4	Software, Centricity PM Only License (per provider) <i>One Centricity Practice Solution PM only provider license (including scheduling, billing, administrative, and reporting).</i>	\$26,000.00
4	Annual Fee, Centricity PM Only Software Maintenance (per provider)	\$4,400.00
1	Install, Initial Centricity Configuration (1-20 users) <i>Setup pre-loaded or converted database in Customer's environment. Assist Customer with installation and configuration of SQL Server, Centricity Practice Solution, CCC forms, document imaging, user workstations, and setup of user accounts and passwords. The Customer must dedicate an IT resource for installation of Customer's local workstations.</i>	\$2,995.00
20	Install, Miscellaneous <i>Charges interface from Centricity to Paragon. (Per Hour)</i>	\$3,000.00
1	Discount, Credit (one time) <i>50% Preferred Customer Discount. Expires 3-29-13</i>	-\$18,197.00
Bundle Subtotal		\$18,198.00
CENTRICITY PRACTICE SOLUTION (Professional Services)		
1	Professional Services, Centricity PM Implementation (1-3 users) <i>PM Implementation - Basic practice management software training consisting of 2 day classroom front office, 2 day classroom billing office, 2 day classroom administration, 1 day onsite go-live assistance, 1 day onsite 30 day followup assistance, preload providers' credentials, preload 1 superbill, preload 1 scheduling template per provider, account management. Travel charges will be billed separately. Professional Services expire one year from date of purchase.</i>	\$6,100.00
<i>Travel charges will be billed separately.</i>		
4	Professional Services, Centricity PM Client's Location (ea add'l day) <i>1 day onsite at client's office beginning at 9:00am and ending at 4:00pm. Travel charges will be billed separately. Professional Services expire one year from date of purchase.</i>	\$5,000.00
1	Discount, Professional Services Credit (one time) <i>20% Preferred Customer Discount. Expires 3-29-13</i>	-\$2,220.00
Bundle Subtotal		\$8,880.00
CENTRICITY PRACTICE SOLUTION (Monthly Support)		
4	Monthly Support, Centricity PM Telephone / Internet Product Support (per provider)	\$132.00
Bundle Subtotal		\$132.00
CENTRICITY PRACTICE SOLUTION (CSpeak)		
4	Software, Centricity CSpeak (per provider)	\$7,400.00
4	Annual Fee, Centricity EMR CSpeak (per provider)	\$3,980.00
16	Professional Services, Centricity EMR CSpeak (per hour) <i>(minimum of 4 hours per provider)</i>	\$2,400.00
4	Hardware, SpeechMike Pro for CSpeak (per device)	\$1,300.00
1	Discount, CSpeak Credit (one time) <i>20% Preferred Customer Discount. Expires 3-29-13</i>	-\$3,016.00
Bundle Subtotal		\$12,064.00
Bundle Subtotal		\$0.00



Quote Summary

2350 Airport Freeway, Suite 300
 Bedford, TX 76022
 Ph * Fax

Quote Number	Sales Rep	Date	Effective Date
013Q22483	David Weld	03/05/2013	

Customer Name & Address	Quote Description
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Northern Inyo Hospital
 Attn: Robin Cassidy
 150 Pioneer Lane

Bishop, CA 93514

Email: robin.cassidy@nih.org
 Ph:
 Fx:

One Time Fee Amount	
Software/Hardware Fees	\$34,700.00
Professional Service Fees	\$19,495.00
Annual Fees	\$8,380.00
Other Fees	\$0.00
Credits	(\$23,433.00)
Total One Time Fees	\$39,142.00
Monthly Maintenance Escrow	\$0.00
Monthly Support Fees	\$132.00

1

Initial to Confirm Term

Down Payment, Term and Monthly Fee Amount (Select One)			
	Option 1	Option 2	Option 3
Down Payment	\$39,142.00	N/A	N/A
12 Month Term	<input type="checkbox"/> \$132.00		
24 Month Term	<input type="checkbox"/> \$132.00	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
36 Month Term	<input type="checkbox"/> \$132.00	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
48 Month Term	<input type="checkbox"/> \$132.00	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A

Master Signature Block – The documents listed below are incorporated into this Quote Summary. By signing this Quote Summary (1) you are also agreeing to the terms and conditions set out in the documents listed under the Master Signature Block, and (2) you are representing to the Vendor that you have been authorized to enter into the Quote Summary and the associated documents.

Term, Down Payment and One Time Fees - The Monthly Fee Amount you select above (1) sets the Term of the Agreement as defined in the Services Agreement and (2) sets how you shall pay the Down Payment and One Time Fees. The Option 1, 48 Month Term selection is the default contract period, unless otherwise selected above. A monthly adjustment may be added to the Monthly Fee Amounts for the 12, 24 and 36 Month Terms to reflect the shorter contract period.

Master Signature Block and Associated Documents

- Quatris Health Products and Services Exhibit "A"
- Quatris Health Services Agreement
- Quatris Health Services Agreement Addendum

2

Customer Signature	
Printed Name	Date

Quatris Health Signature (Vendor)	
Printed Name	Date

Option 1 – A Down Payment Amount equal to the first and last Monthly Fee (unless otherwise noted) plus all One Time Fees is due at signing, followed by monthly payments equal to the Monthly Fee Amount you selected.

Option 2 – A Down Payment Amount equal to the amount shown under Option 2 is due at signing, followed by monthly payments equal to the Monthly Fee Amount you selected.

Option 3 – A Down Payment of \$99.00 is due at signing followed by 5 monthly payments equal to \$99.00 per month, followed by monthly payments equal to the Monthly Fee Amount you selected.

Monthly Maintenance and Support Fees - The Monthly Fee Amount includes the Monthly Maintenance Fees (the Annual Fees divided by 12) and the Monthly Support Fees. These Monthly Fees increase slightly for the 24, 36 and 48 Month Terms.

Payment – Down payments may be paid by check, credit card or bank ACH (electronic check). Credit card payments are limited to \$5,000.

Taxes, Shipping & Travel – This Quote Summary does not include applicable sales tax, product shipping fees, finance documentation fees and travel. You will receive a separate invoice for these items. All travel charges will be billed separately as incurred by our staff.

3

Making Your Down Payment

Check	Credit Card		Bank ACH (electronic check)	
	Printed Name		Account Name	
Check Number	Account Number		Account Number	
	Exp Date	Security Code	ABA Routing Number	
Amount	Amount	Signature	Amount	Signature

Quatris Health Services Agreement

013Q22483

*The agreement is made between Quatris Health and
Northern Inyo Hospital*

This Services Agreement ("Agreement" or "Services Agreement") is between Quatris Health, a Texas Limited Liability Company ("Vendor") and the person or entity whose name appears under the Customer Name & Address section of the Quote Summary ("Customer"). This Agreement is effective as of the Effective Date as shown on the Quote Summary, provided, however, if the Effective Date is blank on the Quote Summary then this Agreement shall be effective as of the date the Quote Summary was signed by the Customer ("Effective Date"). The Vendor and the Customer hereby agree as follows:

1. **Term of the Agreement** - This Agreement shall commence on the Effective Date and shall remain in effect according to the Customer's selection made on the Quote Summary. If Option 1 or Option 2 is selected on the Quote Summary then the Term shall be 48 months, 36 months or 24 months based on the Customer's selection. If Option 3 is selected on the Quote Summary then the Term shall be six months plus 48 months, 36 months or 24 months based on the Customer's selection ("Initial Contract Term"). Within ninety days prior to the expiration of the Initial Contract Term, the Customer and the Vendor may negotiate a new term agreement at the then current Vendor prices. If a new agreement is not reached prior to the expiration of the Initial Contract Term and neither party terminates this Agreement, then upon expiration of the Initial Contract Term, this Agreement shall automatically renew for a period of 12 additional months, the Monthly Fees shall increase by thirty five percent and this Agreement shall continue to renew on the anniversary date of the Effective Date ("Anniversary Contract Term") until terminated by either party according to the terms of this Agreement.

2. **Termination of Agreement** - Either party may terminate this Agreement upon 30 days written notice to the other party. If the Vendor elects to terminate this Agreement prior to the end of the Initial Contract Term, then Vendor shall refund all One Time Fees to the Customer. If the Customer elects to terminate this Agreement prior to the end of the Initial Contract Term or Anniversary Contract Term, then the Customer shall pay to Vendor an amount equal to eighty percent of the sum of the Monthly Fees remaining to be paid under this Agreement. Either party may terminate this Agreement at the end of the Initial Contract Term or at the end of any Anniversary Contract Term without penalty; provided the terminating party gives 30 days written notice.

3. **Definitions** - The proper terms referred to in this Agreement shall be defined as follows:

a. "Vendor Products and Services" shall mean those products and services itemized on the Quatris Health Products and Services Exhibit "A" attached hereto. The Customer may order additional Vendor Products and Services from time to time and the parties agree that these additional Vendor Products and Services shall be sold subject to this Agreement. The Vendor does not warrant the accuracy of the Vendor Products and Services and the Vendor shall not be liable to the Customer for any damages or lost revenue rising out of the Customer's usage of the Vendor Products and Services.

b. "Normal Business Hours" shall be the hours from 8:00am to 5:00pm, Monday through Friday, excluding Vendor holidays periodically published at www.Quatris.com. All times shall be local time to the Customer, except, Hawaii shall be associated with Pacific Time.

c. "After Business Hours" shall be the hours from 5:00pm to 9:00pm, Monday through Friday, or the hours from 8:00am to 12:00noon, Saturday or 12:00noon to 2:00pm Sunday, excluding Vendor holidays periodically published at www.Quatris.com. All times shall be local time to the Customer, except, Hawaii shall be associated with Pacific Time.

d. "Vendor Support" shall mean (i) answering procedural assistance questions relating to the use of the Vendor Product and Services, and (ii) assisting in the diagnosis of problems or malfunctions relating to the Vendor Product or Services. Vendor Support shall be provided by telephone, email or Internet connectivity during normal business hours as periodically posted by the Vendor.

4. **Vendor Obligations** - Vendor shall provide the Customer with the Vendor Products and Services and Vendor Support during the Term of the Agreement. Vendor Support shall be provided (i) during Normal Business Hours for no additional charge, and (ii) during After Business Hours for a fee to be determined by the Vendor. Upon termination of this Agreement and payment of all monies due the Vendor under this Agreement, the Vendor shall provide the Customer with its data in a form determined by the Vendor. The Customer may request and the Vendor agrees to assist the Customer in interpreting the data. The Vendor may charge the Customer for such assistance.

5. **Customer Obligations** - The Customer shall pay the Vendor the Down Payment Amount specified on the Quote Summary at the time of signing the Quote Summary. The Monthly Fee Amount shall be paid to the Vendor by automatic bank draft each month thereafter. The Customer shall not rent, sell or sublicense the Vendor Services provided under this Agreement to any third party without the prior written consent of the Vendor. The Customer shall be responsible for all Customer hardware and network issues associated with Customer's local network. The Customer shall be responsible for payment of all sales tax, usage tax and shipping charges associated with the Vendor Product and Services. The Customer's

013Q22483

obligation to make payments and perform its obligations hereunder are absolute, irrevocable and unconditional and shall not be subject to any right of set off, counterclaim, deduction, defense or other right Customer may have against the Vendor, supplier, licensor, their respective affiliates or any other party ("Customer Claims") even if the Vendor Product and Services have been revoked or otherwise terminated for any reason whatsoever.

6. Disclaimer of Warranty - THE VENDOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE SERVICES, SOFTWARE AND DOCUMENTATION PROVIDED OR TO BE PROVIDED HEREUNDER.

7. Limitations of Liability - THE CUSTOMER AGREES THAT THE VENDOR'S TOTAL LIABILITY HEREUNDER, INCLUDING, BUT NOT LIMITED TO ANY ALLEGED NEGLIGENCE OF THE VENDOR, ITS EMPLOYEES, AGENTS, OFFICERS OR ANY OF ITS SUBSIDIARIES SHALL NOT EXCEED THE TOTAL OF CHARGES PAID FOR AND CONTRACTED FOR ON EXHIBIT "A". THE PARTIES AGREE THAT ANY HARDWARE MAINTENANCE OR REQUIRED FILE REPAIRS CAUSED BY WILLFUL OR GROSS NEGLIGENCE ARE NOT COVERED UNDER THIS AGREEMENT. CUSTOMER AGREES THAT IN NO EVENT WILL VENDOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF PROFIT, LOSS OF GOODWILL OR LIABILITY TO THIRD PARTIES HOWEVER CAUSED, WHETHER BY VENDOR'S NEGLIGENCE OR OTHERWISE. NO ACTION, REGARDLESS OF FORM, RELATED TO TRANSACTIONS OCCURRING UNDER OR CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION OCCURED.

8. Indemnity - Customer agrees to and hereby shall indemnify and hold harmless the Vendor and its officers, agents and employees from all suits, actions, losses, damages, claims or liability of any character, type or description including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees for injury or death to any person, or injury, negligent or improper maintenance or use of any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent acts of Customer or its agents or employees, in the execution or performance of this Agreement.

9. Force Majeure - Vendor shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from matters beyond Vendor's control, including, without limitation, fire, explosion, accident, flood, labor trouble or stoppage, any regulation, rule or act promulgated by any government agency, inability to obtain or shortage of suitable software, material, components, parts, equipment machinery, fuel, power, transportation, acts of God, or any other causes beyond Vendor's control.

10. Mediation - Any controversy or claim arising from or relating to this Agreement, or the breach thereof, shall be submitted to pre-suit mediation. The parties agree that the pre-suit mediation will occur in Tarrant County, Texas. The pre-suit mediation must occur prior to the initiation of any legal proceedings regarding this Agreement, and the parties shall seek to resolve any dispute between them in good faith negotiations with a mediator that is mutually acceptable to all parties. Each party shall be responsible for any expenses that occur in the dispute resolution process, including the costs of the mediator which shall be shared equally amongst the parties. If the dispute is not resolved with ninety (90) days after it is referred to the mediator, either party may take the dispute to court based upon any action arising from or related to this Agreement. Any and all court actions including, but not limited to actions for injunctive relief, shall be adjudicated exclusively in the State of Texas, and the parties consent to the sole and exclusive jurisdiction of the Court's located in Tarrant County, Texas. The parties also agree that Texas law shall apply to any and all disputes that arise from this Agreement.

11. Other Billable Costs - The fees specified in the Quote Summary do not include reasonable costs incurred by the Vendor pertaining to (i) travel and per diem expenses incurred by the Vendor in the course of providing the Vendor Product and Services; (ii) all taxes associated with the Vendor Products and Services; (iii) all shipping fees associated with the Vendor Product and Services; and (iv) any other reasonable out-of-pocket expenses incurred by the Vendor on behalf of Customer (collectively "Other Billable Costs"). The Vendor will invoice Customer separately for reimbursement of the Other Billable Costs, and the Customer hereby agrees to pay the Vendor for the Other Billable Costs upon receipt of the invoices. Other Billable Costs shall not be paid out of Customer's retainer fee balance.

12. Authorization - The person signing this Agreement on behalf of the Customer hereby represents to the Vendor that they are duly authorized to enter into this Agreement. In the event the person signing this Agreement is not duly authorized by the Customer to enter into this Agreement, then the person signing this Agreement agrees to be personally liable to the Vendor for fulfillment of the Customer Obligations set out previously.

013Q22483

13. Employee Recruitment - The Customer acknowledges that Vendor provides a valuable service by identifying and assigning personnel to provide services to Customer. Customer further acknowledges that the Customer would receive substantial additional value and Vendor would be deprived of the benefits of Vendor's work force, if Customer were to directly hire Vendor's personnel after they have been introduced to Customer. As such, Customer shall not, without the prior written consent of Vendor, recruit or hire any personnel of Vendor who are or have been assigned to perform services during the Term of this Agreement and until one year after the expiration of this Agreement. In the event that Customer breaches this section, Customer shall pay Vendor a recruiting fee equal to two (2) times the total annual compensation paid to Vendor's employee by Vendor.

14. Assignment - The Customer may not sell, assign, transfer, pledge or otherwise dispose of this Agreement. Customer acknowledges that Vendor may sell and/or assign, in whole or part, its interest in this Agreement to one or more third parties without notice to the Customer. Each assignee shall be entitled to exercise all rights and remedies of the Vendor with respect to any and all obligations assigned to such assignee. Any such assignment shall not impair the effectiveness or enforceability of this Agreement or with respect to any interest that Vendor does not assign. The Customer agrees that in the event of such an assignment and upon proper notice, Customer shall pay directly to the assignee, without abatement, deduction, or setoff, all amounts due under this Agreement. Customer further covenants and agrees that it will not assert against the assignee any defense or counterclaim or setoff on account of breach of warranty or otherwise in any action for payments or possession brought by the assignee. .

15. Severability - In the event any provision contained in this Agreement is for any reason held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be then construed as if such an unenforceable provision or provisions had never been included in this Agreement.

16. Notices - Notification of either party to this Agreement shall be effective upon receipt, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by a nationally recognized overnight delivery service, to the addresses set forth above or such other address provided for such purposes.

17. Waiver - The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.

18. Purchase Orders - The terms of this Agreement shall supersede any terms and conditions contained in purchase orders or instructions issued by the Customer in conjunction with the payment of the One Time Fees, Down Payment or Monthly Fees set out in the Quote Summary, unless such terms and conditions are agreed to in writing by both parties.

Quatris Health Services Agreement Addendum

013Q22483

*The addendum is made between Quatris Health and
Northern Inyo Hospital*

The Customer and the Vendor agree that there are no verbal agreements between the parties, its employees, agents or representatives. All special instructions and additions relative to this Quote Summary appear below and are accepted by the parties. All terms, products and services requested by the Customer that are not listed in the Quote Summary or this Addendum are subject to additional charges or fees.

1. By signing a contract with Quatris Health for Centricity Practice Solutions, NIH by default becomes a customer of GE Healthcare. If Quatris goes out of business then NIH will transition to GE Healthcare for support and services as outlined in this contract.
2. A 20% discount on licenses will be extended to new license orders for 3 years from contract signing.
3. Interfaces will be supported in both the testing and production Centricity environments.

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April 15, 2013

RE: Managed Practices EMR Purchase and Implementation

Dear Northern Inyo Hospital Board of Directors,

After thorough evaluation of McKesson Practice Partners Practice Management/EMR solution and G.E. Centricity Practice Management/EMR solution (serviced by Quatris) we have decided to recommend the G.E. Centricity solution. Physicians have seen demos of both products. Below are a few key points:

- The EMR's have similar functionality (except Centricity is currently ICD10 ready and Partners is not).
- Centricity Practice Management system was by far the superior product for practice management and billing.
- Centricity Practice Management system has an analytics package. Practice Partners does not offer an analytics solution.
- We currently have 5 of our managed practice providers using Centricity version 2006 (Arndal, Collins, Helvie, Felicia NP and Jennifer Norris, NMW)
- While meeting with HIS Pros they indicated that their information was the Practice Partners was going to be non-supported by McKesson within two years while McKesson works on another solution for outpatient EMR's. This information from HIS Pros concurs with information that was discussed at the American Academy of Medical Management meeting attended by Lisa.

Attached:

- **Cost of ownership comparison over 5 years between the two products.**
 - Includes yearly maintenance, support and monthly EDI processing fees.
- **Project Capital Budget including:**
 - Software and implementation fees
 - Hardware - PC's, Laptops and microphones to use with Dragon
 - Technical services to drop network lines in the Ortho clinic exam rooms
 - Conversion of paper records
 - We are currently looking at options to have paper charts scanned with certain data points (i.e. immunizations) abstracted. The amount listed in the project budget is an estimate only.
 - We plan to run the paper record conversion as a "mini" project in parallel with the main EMR/PM implementation project.
- **Quatris Health Quote/Contract including:**
 - 9 licenses of Centricity Practice Management and EMR Version 11
 - Version 11 is MU Stage 1 and ICD10 compatible
 - We are not required to have a license for NP or PA's. Only physicians that we bill under their NPI number.
 - As we add physicians we will need to add additional licenses (approx. \$10,694 license fee and \$2510 annual maintenance and \$130/month for support)

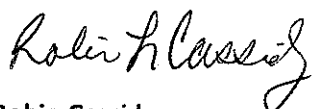
- Five licenses for Dragon Medical and CSSpeak (Centricity Dragon Macros)
 - The Dragon licenses are “per user”; if there are additional providers that would like to use the Dragon functionality we will need to purchase additional licenses (License \$1500 per user, maintenance \$995/user annually)
 - Currently we expect that 5 of the managed practice providers will use Dragon.
- Interfaces
 - Immunization Interface – RHC will also utilize this interface
 - Orders out and Results in, ADT – We currently have these interfaces (utilized by the RHC today) so we did not have to purchase additionally.
- Practice Management system
 - The managed practices will utilize Centricity PM for Reg/Sched. and the outsource billing company will use for the practice billing.
 - Practice Management will allow the physicians to order in clinic (meds, E&M codes etc.) we will no longer need to utilize paper “superbills”
 - Practice Management will give the managed practices analytic reports.
- TEST database with Paragon/Centricity interfaces (ADT, Orders, Results, Charges and immunizations) – This will be utilized by the RHC and the managed practices.
- Per HIS Pros recommendation there is an addendum in the agreement that if Quatris were to go out of business that our support and services would be transitioned to GE as outlined in the contract.
- **Potential Meaningful Use funds** - These are EHR incentive funds potentially available pending negotiations with the physicians.
 - MediCal can be attested to for AIU (adopt/implement or upgrade) after a contract is signed.
 - Medicare meaningful use providers we will need to attest to meeting meaningful use after 90 days.

The capital expense for the project is \$204,118.00. Budgeted this year (2012-2013) for the project is \$189,116.00.

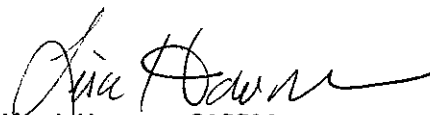
Optional scan/abstract project – In order to decrease the time frame for reduced schedules and facilitate provider adoption by negating the need for a provider to work in a hybrid (paper and electronic) environment there is also an estimate for outsourced services to scan the chart to the appropriate folders in the EMR and abstract specific key information (allergies, medications, immunizations, family, medical and social histories).

Of note – This project does not include a patient portal. Options will need to be explored once NIH moves forward with the hospital patient portal and HIE.

Respectfully,



Robin Cassidy
Informatics Specialist



Lisa J. Harmon, CAPP
Certified Physician Practice Manager

Practice Partners		Centricity (Quattris)	
Description	Quote after Disc.	Description	Quote after Disc.
Software	\$117,313.00	Software	\$107,005.00
3rd Party Software	\$16,930.00	3rd Party Software	\$5,480.00
		3rd Party Hardware (SpeechMike Pro)	\$1,625.00
Software Subtotal	\$134,243.00	Software Subtotal	\$114,110.00
Implementation Services	\$113,097.00	Implementation Services	\$64,859.00
Technical Services	\$2,088.00	3rd Party Implementations Services	\$3,000.00
Imz Interface	\$1,500.00	Imz Interface	\$4,749.00
Implementation and Tech Subtotal	\$116,685.00	Implementation and Tech Subtotal	\$72,608.00
Software Maintenance	\$25,804.37	Software Maintenance	\$22,590.00
3rd Party Software Maintenance	\$3,326.90	Analytics Maintenance	\$2,185.00
Recurring Fees/Subscription Service	\$8,800.00	3rd Party Software Maintenance	\$4,975.00
Imz Interface Annual Maintenance	\$200.00	Imz Interface Annual Maintenance	\$1,620.00
Annual Maintenance Fees Subtotal	\$38,131.27	Annual Maintenance Fees Subtotal	\$31,370.00
		Centricity monthly support (base product, PM/EMR and Fax)	\$1,370.00
Monthly EDI Processing Services (9)	\$810.00	Monthly EDI Processing Services (9)	\$1,071.00
Annual cost of monthly fees	\$9,720.00	Annual cost of monthly fees	\$12,852.00
Total One Time Fee McKesson + Axesson Interface (includes year one monthly fees)	\$298,779.27	Total One Time Fee Centricity (Quattris) + year one monthly fees	\$230,940.00
Annual Fees		Annual Fees	
Software + 3rd Party Software Maint. Processing/Subscription Services	\$38,131.27 \$9,720.00	Software + 3rd Party Software Maint. Processing/Subscription Services	\$31,370.00 \$12,852.00
Cost of Ownership		Cost of Ownership	
	Year 1	Year 1	
	Year 2	Year 2	
	Year 3	Year 3	
	Year 4	Year 4	
	Year 5	Year 5	
Total Costs after 5 years	\$490,184.35	Total Costs after 5 years	\$407,828.00
Average Cost of Ownership/Year after 3yrs.	\$131,493.94	Average Cost of Ownership/Year after 3yrs.	\$106,461.33
Average Cost of Ownership/Year after 5yrs.	\$98,036.87	Average Cost of Ownership/Year after 5yrs.	\$81,565.60

Capital Budget Project - Managed Practices EMR/Practice Management System

Centricity (Quatris)		Quote after Disc.		
Description				
Centricity EMR/PM Software license 9 physicians		\$107,005.00		
Dragon/CSSpeak 3rd Party Software (5 licenses)		\$5,480.00		
SpeachMike Pro (5 quantity)		\$1,625.00		
Ortho Clinic PC's and Mounting hardware (6)		\$12,000.00		
Ped Clinic Laptops (2)		\$2,400.00		
Software and Hardware Subtotal			\$128,510.00	
Implementation Services		\$64,859.00		
Dragon/CSSpeak Implementations Services		\$3,000.00		
Immunization Interface		\$4,749.00		
Network drops in Ortho Clinic exam rooms		\$3,000.00		
Implementation and Tech Services Subtotal			\$75,608.00	
Project Capital Ependiture Total				\$204,118.00
Amount Budget Request 2012-2013			\$189,116.00	
Will place in Budget for 2013-2014			\$15,002.00	

Additional 3rd Party off site Scan/Abstract Project - ESTIMATE				
Scan Paper chart and index to corresponding document type in				
Centricity EMR (0.69/image x 500,000 images)			\$34,500.00	
One Time set up and software fee			\$2,995.00	
Abstract from Paper Chart to Centricity EMR - Average \$10/chart			\$60,000.00	
Shredding			\$765.00	
ESTIMATE				\$98,260.00

Project Total Including 3rd Party Scan/Abstracting				\$302,378.00
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Managed Practice Meaningful Use Potential Funds

Provider	Qualifier	Managed Practices Medical and Medicare Incentive							Total
		2013	2014	2015	2016	2017	2018		
Bortalazo	Medicare	15000	12000	8000	4000				39000
Cromer Tyler	Medicare	15000	12000	8000	4000				39000
Englesby	Medicare	15000	12000	8000	4000				39000
Ramadan	MedCal	21250	8500	8500	8500	8500	8500		63750
Moffet NP	MedCal	21250	8500	8500	8500	8500	8500		63750
Arndal	MedCal	21250	8500	8500	8500	8500	8500		63750
Norris, NMW	MedCal	21250	8500	8500	8500	8500	8500		63750
Beck									0
Casey									0
Helvie	MedCal	21250	8500	8500	8500	8500	8500		63750
Collins	MedCal	21250	8500	8500	8500	8500	8500		63750
Robinson	Medicare	15000	12000	8000	4000				39000
Totals		\$172,500.00	\$87,000.00	\$75,000.00	\$63,000.00	\$51,000.00	\$51,000.00	\$499,500.00	

Quatris Health Products and Services Exhibit "A"

013Q22484

The descriptions contained in this Exhibit "A" are made a part of the current Quatris Health Services Agreement between Quatris Health and Northern Inyo Managed Physicians

Qty	Description	Fee
CENTRICITY PRACTICE SOLUTION (Provider License and Installation)		
9	Software, Centricity PM/EMR/Ideal Image License (per provider) One Centricity Practice Solution PM/EMR/Ideal Image provider license (including scheduling, billing, administrative, reporting, charting, eRx, CCC forms and document imaging).	\$125,955.00
9	Annual Fee, Centricity PM/EMR/Ideal Image Software Maintenance (per provider)	\$22,590.00
1	Install, Initial Centricity Configuration (20+ users) Setup pre-loaded or converted database in Customer's environment. Assist Customer with installation and configuration of SQL Server, Centricity Practice Solution, CCC forms, document imaging, user workstations, and setup of user accounts and passwords. The Customer must dedicate an IT resource for installation of Customer's local workstations.	\$3,995.00
1	Software, Centricity PM, Analytics License (11-20 Providers) The client will be responsible for the purchase and installation of Microsoft Excel on the client's server.	\$10,000.00
1	Annual Fee, Centricity PM, Analytics Maintenance (11-20 Providers)	\$2,185.00
1	Discount, Provider Credit (one time) 20% Preferred Customer Discount. Expires 3-29-13	-\$32,945.00
Bundle Subtotal		\$131,780.00
CENTRICITY PRACTICE SOLUTION (Professional Services)		
1	Professional Services, Centricity PM Implementation (1-3 users) PM Implementation - Billing Service practice management software training consisting of 4 days classroom billing office, 2 day classroom administration, 1 day onsite go-live assistance, 1 day onsite 30 day followup assistance, preload providers' credentials, preload 1 superbill, preload 1 scheduling template per provider, account management. Travel charges will be billed separately. Professional Services expire one year from date of purchase. Travel charges will be billed separately.	\$6,100.00
5	Professional Services, Centricity EMR/Ideal Image Implementation (5 or less providers) Setup - Install pre-loaded or converted PM/EMR/Ideal Image database, remotely configure user workstations for terminal server access, setup database user accounts, configure and train ePrescribing. EMR Implementation - Basic electronic medical record training consisting of a process that utilizes on-site, Internet and conference calls for 70 total hours of implementation. It is designed to achieve full-system functionality utilizing existing knowledge and content forms without practice specific customization. Unused hours are non-refundable and will expire one year from the kick off call. Ideal Image Implementation - Up to 8 hours of onsite / telephone document imaging consultation including configuring and operation. Travel charges will be billed separately.	\$74,975.00
1	Discount, Professional Services Credit (one time) 20% Preferred Customer Discount. Expires 3-29-13	-\$16,216.00
Bundle Subtotal		\$64,859.00
CENTRICITY PRACTICE SOLUTION (Monthly Support)		
1	Monthly Support, Centricity Telephone / Internet Base Product Support (per server)	\$200.00
9	Monthly Support, Centricity Telephone / Internet PM/EMR Support (per provider)	\$450.00
9	Monthly Support, Centricity Biscom Fax Service (per provider) Faxcom incoming and outgoing fax service for Centricity PM/EMR (1000 pages per month, additional usage \$.07 per page.)	\$720.00
Bundle Subtotal		\$1,370.00
CENTRICITY PRACTICE SOLUTION (CSpeak)		
5	Software, Centricity CSpeak (per provider)	\$9,250.00
5	Annual Fee, Centricity EMR CSpeak (per provider)	\$4,975.00
20	Professional Services, Centricity EMR CSpeak (per hour) (minimum of 4 hours per provider)	\$3,000.00

5	Hardware, SpeechMike Pro for CSpeak (per device)	\$1,625.00
1	Discount, CSpeak Credit (one time)	-\$3,770.00
	20% Preferred Customer Discount. Expires 3-29-13	
	Bundle Subtotal	\$15,080.00

CENTRICITY PRACTICE SOLUTION (Interfaces)

1	Software, Centricity HL7 Non-standard Interface for State Immunization Registry (11 to 20 providers) This Non-standard HL7 Interface will import and export HL7 messages pursuant to the pertinent State's Immunization Registry requirements.	\$8,995.00
1	Annual Fee, Centricity HL7 Non-standard Interface for State Immunization Registry (11 to 20 providers) This Non-standard HL7 Interface will import and export HL7 messages pursuant to the pertinent State's Immunization Registry requirements.	\$1,620.00
1	Discount, Interface Credit (one time)	-\$4,246.00
	40% Preferred Customer Discount. Expires 3-29-13	
	Bundle Subtotal	\$6,369.00

1	CENTRICITY PRACTICE SOLUTION CAPARIO EDI	\$0.00
9	Monthly Support, Quatris Centricity Capario EDI Claims Submission(per provider) Unlimited electronic claims per provider. Paper claims \$0.50 each.	\$675.00
9	Monthly Support, Quatris Centricity Capario EDI Claims Remittance (per provider) All payers.	\$198.00
9	Monthly Support, Quatris Centricity Capario EDI Claims Eligibility (per provider) All Payers. Payer Pass-thru transaction fees will also apply	\$198.00
	Bundle Subtotal	\$1,071.00



Quote Summary

2350 Airport Freeway, Suite 300
 Bedford, TX 76022
 Ph * Fax

Quote Number
 013Q22484

Sales Rep
 David Weld

Date
 03/05/2013

Effective Date

Customer Name & Address

Northern Inyo Managed Physicians
 Attn: Robin Cassidy
 150 Pioneer Lane
 Bishop, CA 93514

Quote Description

Email: robin.cassidy@nih.org
 Ph: (760) 873-2807
 Fx:

One Time Fee Amount	
Software/Hardware Fees	\$155,825.00
Professional Service Fees	\$88,070.00
Annual Fees	\$31,370.00
Other Fees	\$0.00
Credits	(\$57,177.00)
Total One Time Fees	\$218,088.00
Monthly Maintenance Escrow	\$0.00
Monthly Support Fees	\$2,441.00

1

Initial to Confirm Term

Down Payment, Term and Monthly Fee Amount (Select One)

	Option 1	Option 2	Option 3
Down Payment	\$218,088.00	N/A	N/A
12 Month Term	<input type="checkbox"/> \$2,441.00		
24 Month Term	<input type="checkbox"/> \$2,441.00	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
36 Month Term	<input type="checkbox"/> \$2,441.00	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A
48 Month Term	<input type="checkbox"/> \$2,441.00	<input type="checkbox"/> N/A	<input type="checkbox"/> N/A

Master Signature Block – The documents listed below are incorporated into this Quote Summary. By signing this Quote Summary (1) you are also agreeing to the terms and conditions set out in the documents listed under the Master Signature Block, and (2) you are representing to the Vendor that you have been authorized to enter into the Quote Summary and the associated documents.

Master Signature Block and Associated Documents

- Quatris Health Products and Services Exhibit "A"
- Quatris Health Services Agreement
- Quatris Health Services Agreement Addendum

2

Customer Signature	
Printed Name	Date

Quatris Health Signature (Vendor)	
Printed Name	Date

Term, Down Payment and One Time Fees - The Monthly Fee Amount you select above (1) sets the Term of the Agreement as defined in the Services Agreement and (2) sets how you shall pay the Down Payment and One Time Fees. The Option 1, 48 Month Term selection is the default contract period, unless otherwise selected above. A monthly adjustment may be added to the Monthly Fee Amounts for the 12, 24 and 36 Month Terms to reflect the shorter contract period.

Option 1 – A Down Payment Amount equal to the first and last Monthly Fee (unless otherwise noted) plus all One Time Fees is due at signing, followed by monthly payments equal to the Monthly Fee Amount you selected.

Option 2 – A Down Payment Amount equal to the amount shown under Option 2 is due at signing, followed by monthly payments equal to the Monthly Fee Amount you selected.

Option 3 – A Down Payment of \$99.00 is due at signing followed by 5 monthly payments equal to \$99.00 per month, followed by monthly payments equal to the Monthly Fee Amount you selected.

Monthly Maintenance and Support Fees - The Monthly Fee Amount includes the Monthly Maintenance Fees (the Annual Fees divided by 12) and the Monthly Support Fees. These Monthly Fees increase slightly for the 24, 36 and 48 Month Terms.

Payment – Down payments may be paid by check, credit card or bank ACH (electronic check). Credit card payments are limited to \$5,000.

Taxes, Shipping & Travel – This Quote Summary does not include applicable sales tax, product shipping fees, finance documentation fees and travel. You will receive a separate invoice for these items. All travel charges will be billed separately as incurred by our staff.

3

Making Your Down Payment

Check	Credit Card		Bank ACH (electronic check)	
	Printed Name		Account Name	
Check Number	Account Number		Account Number	
	Exp Date	Security Code	ABA Routing Number	
Amount	Amount	Signature	Amount	Signature

Quatris Health Services Agreement

013Q22484

*The agreement is made between Quatris Health and
Northern Inyo Managed Physicians*

This Services Agreement ("Agreement" or "Services Agreement") is between Quatris Health, a Texas Limited Liability Company ("Vendor") and the person or entity whose name appears under the Customer Name & Address section of the Quote Summary ("Customer"). This Agreement is effective as of the Effective Date as shown on the Quote Summary, provided, however, if the Effective Date is blank on the Quote Summary then this Agreement shall be effective as of the date the Quote Summary was signed by the Customer ("Effective Date"). The Vendor and the Customer hereby agree as follows:

1. **Term of the Agreement** - This Agreement shall commence on the Effective Date and shall remain in effect according to the Customer's selection made on the Quote Summary. If Option 1 or Option 2 is selected on the Quote Summary then the Term shall be 48 months, 36 months or 24 months based on the Customer's selection. If Option 3 is selected on the Quote Summary then the Term shall be six months plus 48 months, 36 months or 24 months based on the Customer's selection ("Initial Contract Term"). Within ninety days prior to the expiration of the Initial Contract Term, the Customer and the Vendor may negotiate a new term agreement at the then current Vendor prices. If a new agreement is not reached prior to the expiration of the Initial Contract Term and neither party terminates this Agreement, then upon expiration of the Initial Contract Term, this Agreement shall automatically renew for a period of 12 additional months, the Monthly Fees shall increase by thirty five percent and this Agreement shall continue to renew on the anniversary date of the Effective Date ("Anniversary Contract Term") until terminated by either party according to the terms of this Agreement.

2. **Termination of Agreement** - Either party may terminate this Agreement upon 30 days written notice to the other party. If the Vendor elects to terminate this Agreement prior to the end of the Initial Contract Term, then Vendor shall refund all One Time Fees to the Customer. If the Customer elects to terminate this Agreement prior to the end of the Initial Contract Term or Anniversary Contract Term, then the Customer shall pay to Vendor an amount equal to eighty percent of the sum of the Monthly Fees remaining to be paid under this Agreement. Either party may terminate this Agreement at the end of the Initial Contract Term or at the end of any Anniversary Contract Term without penalty; provided the terminating party gives 30 days written notice.

3. **Definitions** - The proper terms referred to in this Agreement shall be defined as follows:

a. "Vendor Products and Services" shall mean those products and services itemized on the Quatris Health Products and Services Exhibit "A" attached hereto. The Customer may order additional Vendor Products and Services from time to time and the parties agree that these additional Vendor Products and Services shall be sold subject to this Agreement. The Vendor does not warrant the accuracy of the Vendor Products and Services and the Vendor shall not be liable to the Customer for any damages or lost revenue rising out of the Customer's usage of the Vendor Products and Services.

b. "Normal Business Hours" shall be the hours from 8:00am to 5:00pm, Monday through Friday, excluding Vendor holidays periodically published at www.Quatris.com. All times shall be local time to the Customer, except, Hawaii shall be associated with Pacific Time.

c. "After Business Hours" shall be the hours from 5:00pm to 9:00pm, Monday through Friday, or the hours from 8:00am to 12:00noon, Saturday or 12:00noon to 2:00pm Sunday, excluding Vendor holidays periodically published at www.Quatris.com. All times shall be local time to the Customer, except, Hawaii shall be associated with Pacific Time.

d. "Vendor Support" shall mean (i) answering procedural assistance questions relating to the use of the Vendor Product and Services, and (ii) assisting in the diagnosis of problems or malfunctions relating to the Vendor Product or Services. Vendor Support shall be provided by telephone, email or Internet connectivity during normal business hours as periodically posted by the Vendor.

4. **Vendor Obligations** - Vendor shall provide the Customer with the Vendor Products and Services and Vendor Support during the Term of the Agreement. Vendor Support shall be provided (i) during Normal Business Hours for no additional charge, and (ii) during After Business Hours for a fee to be determined by the Vendor. Upon termination of this Agreement and payment of all monies due the Vendor under this Agreement, the Vendor shall provide the Customer with its data in a form determined by the Vendor. The Customer may request and the Vendor agrees to assist the Customer in interpreting the data. The Vendor may charge the Customer for such assistance.

5. **Customer Obligations** - The Customer shall pay the Vendor the Down Payment Amount specified on the Quote Summary at the time of signing the Quote Summary. The Monthly Fee Amount shall be paid to the Vendor by automatic bank draft each month thereafter. The Customer shall not rent, sell or sublicense the Vendor Services provided under this Agreement to any third party without the prior written consent of the Vendor. The Customer shall be responsible for all Customer hardware and network issues associated with Customer's local network. The Customer shall be responsible for payment of all sales tax, usage tax and shipping charges associated with the Vendor Product and Services. The Customer's

Quatris Health Services Agreement

013Q22484

obligation to make payments and perform its obligations hereunder are absolute, irrevocable and unconditional and shall not be subject to any right of set off, counterclaim, deduction, defense or other right Customer may have against the Vendor, supplier, licensor, their respective affiliates or any other party ("Customer Claims") even if the Vendor Product and Services have been revoked or otherwise terminated for any reason whatsoever.

6. Disclaimer of Warranty - THE VENDOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE SERVICES, SOFTWARE AND DOCUMENTATION PROVIDED OR TO BE PROVIDED HEREUNDER.

7. Limitations of Liability - THE CUSTOMER AGREES THAT THE VENDOR'S TOTAL LIABILITY HEREUNDER, INCLUDING, BUT NOT LIMITED TO ANY ALLEGED NEGLIGENCE OF THE VENDOR, ITS EMPLOYEES, AGENTS, OFFICERS OR ANY OF ITS SUBSIDIARIES SHALL NOT EXCEED THE TOTAL OF CHARGES PAID FOR AND CONTRACTED FOR ON EXHIBIT "A". THE PARTIES AGREE THAT ANY HARDWARE MAINTENANCE OR REQUIRED FILE REPAIRS CAUSED BY WILLFUL OR GROSS NEGLIGENCE ARE NOT COVERED UNDER THIS AGREEMENT. CUSTOMER AGREES THAT IN NO EVENT WILL VENDOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF PROFIT, LOSS OF GOODWILL OR LIABILITY TO THIRD PARTIES HOWEVER CAUSED, WHETHER BY VENDOR'S NEGLIGENCE OR OTHERWISE. NO ACTION, REGARDLESS OF FORM, RELATED TO TRANSACTIONS OCCURING UNDER OR CONTEMPLATED BY THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION OCCURED.

8. Indemnity - Customer agrees to and hereby shall indemnify and hold harmless the Vendor and its officers, agents and employees from all suits, actions, losses, damages, claims or liability of any character, type or description including without limiting the generality of the foregoing all expenses of litigation, court costs and attorney's fees for injury or death to any person, or injury, negligent or improper maintenance or use of any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent acts of Customer or its agents or employees, in the execution or performance of this Agreement.

9. Force Majeure - Vendor shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from matters beyond Vendor's control, including, without limitation, fire, explosion, accident, flood, labor trouble or stoppage, any regulation, rule or act promulgated by any government agency, inability to obtain or shortage of suitable software, material, components, parts, equipment machinery, fuel, power, transportation, acts of God, or any other causes beyond Vendor's control.

10. Mediation - Any controversy or claim arising from or relating to this Agreement, or the breach thereof, shall be submitted to pre-suit mediation. The parties agree that the pre-suit mediation will occur in Tarrant County, Texas. The pre-suit mediation must occur prior to the initiation of any legal proceedings regarding this Agreement, and the parties shall seek to resolve any dispute between them in good faith negotiations with a mediator that is mutually acceptable to all parties. Each party shall be responsible for any expenses that occur in the dispute resolution process, including the costs of the mediator which shall be shared equally amongst the parties. If the dispute is not resolved with ninety (90) days after it is referred to the mediator, either party may take the dispute to court based upon any action arising from or related to this Agreement. Any and all court actions including, but not limited to actions for injunctive relief, shall be adjudicated exclusively in the State of Texas, and the parties consent to the sole and exclusive jurisdiction of the Court's located in Tarrant County, Texas. The parties also agree that Texas law shall apply to any and all disputes that arise from this Agreement.

11. Other Billable Costs - The fees specified in the Quote Summary do not include reasonable costs incurred by the Vendor pertaining to (i) travel and per diem expenses incurred by the Vendor in the course of providing the Vendor Product and Services; (ii) all taxes associated with the Vendor Products and Services; (iii) all shipping fees associated with the Vendor Product and Services; and (iv) any other reasonable out-of-pocket expenses incurred by the Vendor on behalf of Customer (collectively "Other Billable Costs"). The Vendor will invoice Customer separately for reimbursement of the Other Billable Costs, and the Customer hereby agrees to pay the Vendor for the Other Billable Costs upon receipt of the invoices. Other Billable Costs shall not be paid out of Customer's retainer fee balance.

12. Authorization - The person signing this Agreement on behalf of the Customer hereby represents to the Vendor that they are duly authorized to enter into this Agreement. In the event the person signing this Agreement is not duly authorized by the Customer to enter into this Agreement, then the person signing this Agreement agrees to be personally liable to the Vendor for fulfillment of the Customer Obligations set out previously.

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13. Employee Recruitment - The Customer acknowledges that Vendor provides a valuable service by identifying and assigning personnel to provide services to Customer. Customer further acknowledges that the Customer would receive substantial additional value and Vendor would be deprived of the benefits of Vendor's work force, if Customer were to directly hire Vendor's personnel after they have been introduced to Customer. As such, Customer shall not, without the prior written consent of Vendor, recruit or hire any personnel of Vendor who are or have been assigned to perform services during the Term of this Agreement and until one year after the expiration of this Agreement. In the event that Customer breaches this section, Customer shall pay Vendor a recruiting fee equal to two (2) times the total annual compensation paid to Vendor's employee by Vendor.

14. Assignment - The Customer may not sell, assign, transfer, pledge or otherwise dispose of this Agreement. Customer acknowledges that Vendor may sell and/or assign, in whole or part, its interest in this Agreement to one or more third parties without notice to the Customer. Each assignee shall be entitled to exercise all rights and remedies of the Vendor with respect to any and all obligations assigned to such assignee. Any such assignment shall not impair the effectiveness or enforceability of this Agreement or with respect to any interest that Vendor does not assign. The Customer agrees that in the event of such an assignment and upon proper notice, Customer shall pay directly to the assignee, without abatement, deduction, or setoff, all amounts due under this Agreement. Customer further covenants and agrees that it will not assert against the assignee any defense or counterclaim or setoff on account of breach of warranty or otherwise in any action for payments or possession brought by the assignee. .

15. Severability - In the event any provision contained in this Agreement is for any reason held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be then construed as if such an unenforceable provision or provisions had never been included in this Agreement.

16. Notices - Notification of either party to this Agreement shall be effective upon receipt, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by a nationally recognized overnight delivery service, to the addresses set forth above or such other address provided for such purposes.

17. Waiver - The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.

18. Purchase Orders - The terms of this Agreement shall supersede any terms and conditions contained in purchase orders or instructions issued by the Customer in conjunction with the payment of the One Time Fees, Down Payment or Monthly Fees set out in the Quote Summary, unless such terms and conditions are agreed to in writing by both parties.

Quatris Health Services Agreement Addendum

013Q22484

*The addendum is made between Quatris Health and
Northern Inyo Managed Physicians*

The Customer and the Vendor agree that there are no verbal agreements between the parties, its employees, agents or representatives. All special instructions and additions relative to this Quote Summary appear below and are accepted by the parties. All terms, products and services requested by the Customer that are not listed in the Quote Summary or this Addendum are subject to additional charges or fees.

1. By signing a contract with Quatris Health for Centricity Practice Solutions, NIH by default becomes a customer of GE Healthcare. If Quatris goes out of business then NIH will transition to GE Healthcare for support and services as outlined in this contract.
2. Discounts on licenses will be extended to new license orders for 3 years from contract signing.
3. Interfaces will be made available in both the testing and production Centricity environments.
4. If after 3 CPS implementations, NIH is able to bring the remaining practices "live" without assistance from Quatris training staff, Quatris will credit the remaining professional services fees to the NIH account.

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DEPARTMENT OF RADIOLOGY
SERVICE AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO this 1st day of April 2013, by and between Northern Inyo County Local Hospital District (hereinafter "District") and Landis, Kop, Carlevato, Loos, Shonnard and McNamara, Ltd dba Tahoe Carson Radiology (TCR) (hereinafter "Radiologist").

I
RECITALS

- 1.01 District is a California Healthcare District organized and operating under the authority of Health & Safety Code Section 32000, et seq. (hereinafter "The Healthcare District Law"), and governed by a Board of Directors (hereinafter "Board").
- 1.02 District operates Northern Inyo Hospital (hereinafter "Hospital"), a Critical Access Hospital located at 150 Pioneer Lane, Bishop, Inyo County, California, which includes a Radiology Service (hereinafter "Department"). The operation and administration of the Department is governed, in relevant parts, by the Healthcare District Law and applicable California and federal Department licensure statutes and regulations.
- 1.03 Radiologist is a qualified and licensed physician, licensed to practice medicine in the State of California, certified by the American Board of Radiology, and qualified for and practicing the medical specialties of Radiology, Nuclear Medicine, Ultrasound and related fields.
- 1.04 The District desires to retain the services of Radiologist as the Hospital's Medical Director of Radiology, to oversee, operate and administer the Department in accordance with applicable law. Radiologist desires to provide such services.

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

II
COVENANTS OF THE PARTIES

- 2.01 **Covenants of the District.** The District shall:
 - a) **Space:** Furnish, at its expense, space for operation of the Department, which space shall be designated by the District.
 - b) **Equipment:** Furnish, at its expense, all equipment, supplies, environmental safety mechanisms, and such other goods and administrative services for the Department as are being furnished on the date of this Agreement. District shall, at its expense, keep and maintain all equipment in good order and repair, and repair and replace such equipment, or any part of it, as may become obsolete. District shall consult Radiologist prior to, and in connection with, the purchase of any equipment.
 - c) **Hospital Services:** Furnish, at its expense, all hospital services, including but not limited to, ordinary janitor and in-house messenger services, hospital business telephone service,

laundry, gas, water, heat, air conditioning, and such electricity for light and power as may be required for the proper operation and conduct of the Department. District shall also provide the services of such Hospital departments, including but not limited to, nursing, personnel, administrative, accounting, engineering, purchasing, and medical records, as may be required to support the operation of the Department.

- d) Personnel: Employ, at its expense, all non-physician personnel required for the proper operation of the Department in accordance with state and federal law. In addition, staff the radiology department in a manner that provides resources to Radiologist to ensure that the appropriate efficiencies and service levels are accomplished. For example, personnel who's responsibilities would include hanging films (if necessary), getting referring physicians on the phone, managing incoming and outgoing calls and facilitating referring physician's questions, etc. Radiologist shall have no liability for payment of wages, payroll taxes, or other obligations or liabilities arising from District's performance of its obligations or exercise of its rights as an employer. Should the District and its employees become subject to any collective bargaining agreements during the term of this Agreement, this subdivision 2.01(d) shall be subject thereto. Radiologist, as director of the Department, shall establish clinical qualifications for Department personnel, and oversee and direct the activities of such personnel, in accordance with state and federal standards, departmental protocols, and District policies and procedures applicable to all employees. District shall be solely and ultimately responsible for all decisions with respect to the engagement, discipline, and termination of Department personnel, provided, however, that District shall consult with Radiologist prior to taking any action with respect to Department personnel (A) that relates to the clinical competency or clinical performance of such personnel, or (B) that would materially and adversely affect the levels of clinical staffing of the Department. The term "clinical" refers to those job positions, activities, and duties that are required by state law or the Joint Commission to be performed by licensed or certified individuals. Radiologist may request discipline or removal of a District employee from assignment to the Department, subject to approval of the District, its established personnel policies and procedures, and applicable requirements of collective bargaining agreements, if any. At least once a year, in the annual budget process, District and Radiologist shall review and agree upon the appropriate numbers, job positions, and qualifications of personnel required to meet the needs of the Hospital, the Department, and applicable law.
- e) Supplies: Purchase and provide all necessary supplies for the Department, including, but not limited to, chemicals, glassware, forms, and similar expendable items, and shall maintain accurate records of the costs of said supplies.
- f) The District shall give the Radiologist reasonable notice and opportunity to comment, or provide written recommendations, before taking action that would materially change or alter the space, equipment, Hospital Services or supplies which the District covenants to provide pursuant to subdivisions (a), (b), (c) and (e) of this Section 2.01.
- g) Exclusive Agreement: District agrees that, so long as Radiologist is not in breach of their obligations under this Agreement, they shall have the exclusive right to perform the services required by this Agreement at the Hospital. This agreement is exclusive relative to the current and future practice of radiology in the Hospital or imaging center located on the hospital campus. The only exception to exclusivity is for the provision of stereotactic breast biopsies, which can also be performed by the general surgeons on staff with the appropriate training and qualifications as determined by Med Exec. Any disputes regarding "turf issues"

or "new" services offered by hospital will be handled by Administrator or Med Exec Committee.

- h) During the term of this Agreement and any extensions or renewals hereof, or any new agreement between the parties as to the subject matter of this Agreement, Radiologist shall have a right of first refusal to provide exclusive diagnostic imaging services to any medical facilities which Hospital owns or controls. If Hospital establishes, acquires, or agrees to participate in any such facility, it will promptly notify Radiologist of its intent to do so in writing. Such notice shall contain sufficient information concerning the facilities and the diagnostic imaging services to be provided at such facility to enable Radiologist to make a reasonably informed decision concerning its rights under this Section.
- i) Furthermore, during the term of this Agreement and any extensions or renewals hereof, or any new agreement between the parties as to the subject matter of this Agreement, District shall use its best efforts to see that Radiologist is offered a right of first refusal to provide exclusive diagnostic imaging services to each medical facility in which District does not have a controlling interest, but in which District has an ownership or management interest. If District establishes or agrees to an arrangement to participate in or manage any such facility, it will notify Radiologist of its intent to do so in writing. Such notice shall contain sufficient information concerning the facility and the diagnostic imaging services to be provided at such facility to enable Radiologist to make a reasonably informed decision concerning its rights under this Section.

2.02 **Covenants of Radiologist.** The Radiologist shall:

- a) **Staff Membership:** During the term of this Agreement, maintain their membership on the Hospital's Active Medical Staff and privileges appropriate for the Radiology services they are required to provide pursuant to this Agreement, and abide by the Hospital's Medical Staff Bylaws, participate actively in Medical Staff functions, and contribute to the overall well being of the Medical Staff. In addition, Radiologist agrees to attend Medical Staff Meetings (currently four per year) and take appropriate share of Committee's duties and responsibilities.
- b) **Responsibility:** Have authority and responsibility in conjunction with the Radiology Department Manager for the operation and administration of the Department with respect to the provision of Radiology and related services for the care of Hospital's patients, subject to the District's superior authority and responsibility for the operation and administration of the Department as set forth in this Agreement and by law. Radiologist shall be or designate the Radiation Safety Officer and shall be the Custodian of Sealed Sources and all other materials that require licensure.
- c) **Operational and Administrative Services:** Provide professional services for operation and administration of, and only within the scope of, the Radiology services provided by the Department, which operational and administrative services shall include, but not necessarily be limited to, making all reasonable efforts in conjunction with the Radiology Department Manager to:

1. Perform those duties set forth in Title XXII and Medicare's Conditions of Participation.
 2. Assure that tests, examinations, and procedures are properly performed, recorded, and reported.
 3. Interact with members of the medical staff regarding issues of Department operations, quality, and test/procedure availability.
 4. Design protocols and establish parameters for performance of clinical testing.
 5. Recommend appropriate follow-up diagnostic tests when appropriate.
 6. Supervise Department personnel in their performance of tests, procedures, recording, and reporting functions.
 7. Select, evaluate, and validate test methodologies and control procedures.
 8. Direct, supervise or perform and evaluate quality assurance.
 9. Evaluate clinical Department data and establish, implement, and maintain a process for review of test results prior to issuance of patient reports.
 10. Make all reasonable efforts to assure the Department is operated and administered in compliance with California licensure, Federal Medicare, and other applicable law, and applicable accreditation standards including, but not limited to, standards of the Joint Commission on Accreditation of Healthcare Organizations.
 11. Assure that physical facilities, including space and the Department physical environment, are appropriate and include appropriate environmental safety mechanisms.
 12. Assure that the Department is staffed by an adequate number of personnel who are qualified and competent.
 13. Determine and specify in writing which tests and other procedures each Department staff member is qualified and authorized to perform, and the level of supervision warranted for each test and other procedure.
 14. Establish, implement, and maintain quality control and quality improvement programs in the Department.
 15. Assure that appropriate policies and procedures for Department Operations and personnel monitoring, evaluation, and remedial training, if needed, are developed and implemented.
 16. Assure that appropriate training and continuing education are provided for Department personnel within the Board's determination of District resources available for such purpose.
- d) Professional Work: Perform the medical professional work of the Department, or, in the alternative employ licensed Radiologists who have been granted appropriate clinical privileges in accordance with the Hospital's Medical Staff Bylaws. Train and orient to the department said alternative Radiologists. Radiologist agrees to perform two CME talks per year. One for Community and one for Medical Staff. District agrees to cover all costs associated with CME talks.

- e) Procedures: Be responsible to see that all procedures designated above, and all other procedures requiring a Radiologic license, shall be performed only under the supervision of a licensed and qualified Radiologist. Radiologist shall be responsible to see that any necessary procedure, which, for any reason, is not performed by the Department, is promptly referred to another clinical Department.
- f) Insurance: Carry professional liability insurance in such amounts as may be required, from time to time, by the Medical Staff Bylaws. Certificates of such insurance shall be furnished to the Hospital Administrator and shall provide for notification ten (10) days prior to cancellation thereof.
- g) Coverage: Assure that a Radiologist is on call and willing to respond in person if possible; telephonically or via tele-radiography, or PACS if a physical presence is not possible. This applies only when Radiologist has a member of their group living in the community and said member is willing and available to respond in person. The District expressly agrees that the work of the Radiologist may be done by such Radiologists as Radiologist may employ. District agrees that Radiologist may perform remote interpretations or consultations for their group practice as long as said work does not interfere with required interpretations at Hospital. In addition, District agrees that exams from Hospital may be sent to other offices of Radiologists via teleradiology for interpretation as long as interpreting Radiologist has appropriate State licensing and Medical Staff privileges. Radiologist and District agree to work together in determining the most appropriate means of paying for and maintaining a teleradiology system to be used to transmit radiology/diagnostic imaging images from the Department for interpretation by Radiologist. During the term of this Agreement, Radiologist shall provide "on-site" and teleradiology coverage according to the table listed above in Exhibit "C".

The Radiologist shall provide other Practitioners who exercise privileges at the Hospital with such consultation as required by the Hospital's Medical Staff Bylaws, Rules and Regulations, and Hospital policies and as otherwise reasonably requested by individual practitioners for patients at the Hospital.

- h) Notice of Absence. Provide 30 days notice to Administration and the Medical Staff of any planned absences. If coverage is to be provided by a non-credentialed physician, Radiologist will submit, or cause to be submitted, a proper and complete application for Medical Staff Privileges to the Medical Staff Office 30 days prior to the absence for said physician to acquire appropriate privileges.
- i) Access to Books and Records: Provide access to books and records that are necessary to certify the nature and extent of Radiologist's costs to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or their duly authorized representatives, until the expiration of four years after the furnishing of services under this Agreement. Access granted by this subdivision 2.02(h) is limited to that required by Section 952 of the Omnibus Reconciliation Act of 1980, Public Law 96-499, Section 1861 (v)(1)(I) of the Social Security Act, and regulations issued hereunder. This access provision shall be of no force and effect if regulations issued by HHS do not require Radiologist to provide such access or if the regulations so issued are found to be legally invalid.
- j) Cooperation: In providing the services required by this Agreement, Radiologist shall cooperate with the District, the Hospital staff, and the members of the Medical Staff to maintain the integrity of the Hospital and to achieve the Hospital's and Department's mission and operational goals. Radiologist shall advise District management regarding all aspects of

Department operations to assure high quality, cost effective, customer-oriented service.

2.03 **Medicare Allocation and Time Records**

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

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

III

BILLING AND COMPENSATION

3.01 **Compensation to Radiologist for Administrative, Supervisor, Teaching and Other Services.**

District shall pay Radiologist \$2,000.00 a month for Radiologist's administrative, supervisory, teaching and other services reasonably required for the orderly, timely and cost-effective operation of the Department. Payment of this monthly fee shall be made on or before the fifteenth day of the month following the month in which the Radiologist's services are rendered.

3.02 Service Charges.

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

3.03. Billing and Compensation for Professional Services.

- a) Radiologist shall bill and collect for Radiology services provided to Hospital inpatients and outpatients pursuant to this Agreement in accordance with the fee schedule in Exhibit A. District agrees that it will provide a one-million (\$1,000,000) income guarantee per year for such professional services. At the end of each twelve (12) month period of the contract in the event Radiologist's collections were less than the one-million dollar (\$1,000,000) income guarantee, Radiologist will provide District a reconciliation of cash collections less refunds. District will have an opportunity to audit said reconciliation, which must be completed within thirty (30) days of being provided report from Radiologist. If no dispute exists, payment by District for the difference between the actual cash collections less refunds will be due to Radiologist within 10 business days. In the event a dispute exists, parties agree to contract with a mutually agreed independent accountant for resolution of dispute. Determination by accountant is binding and if monies are due, payment is to be made within three (3) business days of accountant's decision. District will provide Radiologist all information for billing in an electronic format. To assist Radiologist in billing patients District shall do the following:
 - 1. Distribute to each patient receiving Radiology Services materials provided by Radiologist describing the separate billing arrangement;
 - 2. Assist Radiologist in obtaining patient's signature on assignments of insurance benefits and other similar forms, which Radiologist may provide to District;
 - 3. Provide Radiologist with appropriate access to face sheet information, in electronic form; and,
 - 4. Provide Radiologist with transcription services necessary for the provision of professional services provided in the Service.
- b) Radiologist shall bill and collect for professional services in compliance with applicable laws, customary professional practices, and the Medicare and MediCal Programs, and other third-party payer programs, whether public or private.
- c) Radiologist shall, at District's request, make periodic accountings to the District of billings and collections, which identify patients, services, and fees. District shall request such information from Radiologist only to the extent necessary to comply with an inquiry concerning services provided by Radiologist to a particular patient or patients.

- d) Should Radiologist place a billing clerk at the Hospital, Radiologist shall compensate District for the costs of copying, computer access and any other such services utilized by billing clerk.
- e) District shall have reasonable access to Radiologist's records in order to assure Radiologist's compliance with this Agreement, subject to compliance with applicable law regarding the confidentiality of medical records and only to the extent reasonably necessary to assure Radiologist's compliance with applicable law regarding the confidentiality of medical records and only to the extent reasonably necessary to assure Radiologist's compliance with this Agreement.
- f) Radiologist shall promptly correct any billing errors documented by District.
- g) Radiologist shall accept Medi-Cal patients, and assignments with respect to services provided to Medicare beneficiaries.
- h) Failure of District to provide Radiologist with requested information that is necessary for Radiologist's billing for services hereunder within forty five (45) days of service shall be remedied by District paying Radiologist for those specific services at Medicare rates then in effect, with reconciliation and appropriate refund to District in the event that Radiologist collects payment for such specific services in the future. This would include Hospital's failure to obtain prior authorization for procedures and signed ABN from patients.
- i) Radiologist will work with District to obtain consistent contracts with various payers.

IV GENERAL PROVISIONS

- 4.01 **Intent and Construction.** Nothing in this Agreement is intended to require, or shall be construed as requiring, the District to do any act or adopt any course of action which the District Board, either directly or through its lawful designee, determines to be not in the best interests of the District or the Hospital.
- 4.02 **Independent Contractor.** In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Radiologist is at all times acting and performing as an independent contractor practicing his profession of medicine and specializing in Radiology. District shall neither have nor exercise any control or direction over the methods by which Radiologist shall perform his work and function; the sole interest and responsibility of District being to assure that the services covered by this Agreement are performed and rendered in a competent, efficient and satisfactory manner. The standards of medical practice and professional duties of Radiologist shall be determined by the medical staff of the Hospital. All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and hospitals and to the operation of the Department shall be fully complied with by all parties hereto.
- 4.03 **Records.** The originals of all medical records prepared by Radiologist shall be the property of District and shall be retained at the Hospital premises. Radiologist shall have access to and may photocopy relevant documents and records upon reasonable notice. All charts shall be duly posted in a timely manner.
- 4.04 **Assignment.** Except as expressly provided in subdivisions (d), (e), and (g) of Section 2.02 above, nothing in this Agreement shall be construed to permit assignment by Radiologist of any rights or

duties under this Agreement. Such assignment is expressly prohibited without the written consent of the District.

- 4.05 **Term of Agreement.** Except as set forth in Section 4.06, this Agreement shall remain in full force and effect for a term of thirty-six months commencing April 1, 2013 ending March 31, 2016.
- 4.06 **Termination.** Either party may terminate this agreement without cause by providing at least ninety (90) days notice. Either party may terminate this agreement for cause with 60 days notice. Defaulting party will have a reasonable period of time to correct default, not to exceed 60 days. District may terminate this Agreement and all rights of Radiologist hereunder, immediately and without notice upon the occurrence of any of the following events:
 - a) Upon determination by the Board, following a recommendation of the Executive Committee of the Hospital's Medical Staff before which Executive Committee Radiologist shall be given an opportunity to appear and be heard, that Radiologist has not performed in a medically professional manner, or that Radiologist has failed to satisfactorily maintain and operate the Department in a manner consistent with reasonable legal and medical standards established for the operations of such Departments, all to such effect that the termination of this Agreement would be in the best interests of the District. Prior to any Board action, Radiologist shall be given the opportunity to meet with the Executive Committee to discuss any alleged defaults or defects. If it is determined by the Executive Committee that the alleged defaults or defects are curable, Radiologist shall be given a reasonable time to cure such defaults or defects excluding a willful violation of Section 16 (g). Hearings and determinations occurring pursuant to this subdivision shall not constitute, and shall not be subject to the requirements of, a procedural rights hearing as provided by the Hospital's Medical Staff By-Laws.
 - b) The appointment of a receiver of Radiologist's assets, an assignment by Radiologist for the benefit of his creditors, or any adjudication of the Radiologist as a bankrupt or insolvent.
 - c) Closure of the Hospital.
- 4.07 **Integration and Modification.** This is the entire Agreement of the parties. Any modification of this Agreement may only be made in a writing signed by both parties.
- 4.08 **Severability.** In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
- 4.09 **Binding on Successors.** Subject to the restrictions against transfer or assignment set forth above, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs, legatees, agents, trustees, conservators, and personal representatives of the parties, and all persons claiming by, through, or under them.
- 4.10 **Waiver.** The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition. A party's subsequent acceptance of performance by the other shall not be deemed to be a waiver of any preceding breach of any term, covenant, or condition of this Agreement, regardless of knowledge of such preceding breach at the time of acceptance of such performance.
- 4.11 **Notice.** Any notice required or permitted to be given hereunder shall be written, and may be delivered personally to the addressee or sent to it by United States mail, first class postage prepaid, and addressed to each of the parties at the following respective addresses (or such other

address as may hereafter be designated by a party by written notice thereof to the other party):

HOSPITAL

John Halfen, Administrator
Northern Inyo Hospital
Bishop, California 93514

RADIOLOGIST

Steve Mims, Administrator
2874 N Carson Street, Suite 300
Carson City, NV 89706

Notice shall be effective on the third day after mailing.

4. 12 **Attorney's Fees.** If any litigation or proceeding is commenced between the parties to this Agreement, concerning this Agreement and/or the rights and duties of either party in relation to this Agreement, the party prevailing in that litigation shall be entitled, in addition to such other relief granted, to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the Court in that litigation or in a separate action brought for that purpose.
4. 13 **Gender and Number.** In the construction of this Agreement the gender shall include the feminine and neuter, and the singular the plural, and *vice versa*, as the context may indicate.
4. 14 **Mutual Preparation.** Preparation of this Agreement shall be deemed to have been by both parties.
4. 15 **Non-Compete.** Radiologist agrees not to become involved in any manner in engaging in the business of providing or rendering radiology/diagnostic imaging services at any location within fifty (50) miles from Hospital unless approved by District. District agrees not to hire or contract directly or indirectly with any physician either employed or contracted with Radiologist.
4. 16 **Credentialing.** The Parties agree that RADIOLOGIST will only request credentialing for six (6) on-site radiologists and the remainder of their group will request teleradiology privileges. In addition, RADIOLOGIST agrees to limit the number of physicians credentialed for their "nighthawk" services to five (5) physicians. In the event RADIOLOGIST'S six (6) members are unable to provide on-site services according to this agreement, HOSPITAL agrees to provide temporary on-site privileges to another member of their group. In addition, HOSPITAL agrees to provide locums privileges to any locums mutually approved by the parties.

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

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT:

TAHOE CARSON RADIOLOGY

JOHN UNGERSMA, M.D. President
District Board of Directors

STEVE MIMS
Administrator

Exhibit "A"

Pro Fee Schedule

CPT	PROCEDURE	CHARGE
10021	SU FNA W/O IMAGE GUIDE	\$415
10160	SU PUNC ASPIR ABCESS/CYST	\$165
19000	SU PUNC ASPIR BREAST	\$115
19001	SU PUNC ASP CYST, BREAST ADDIT	\$57
19030	SU INJECT DUCTO/GLACTO GRAM	\$450
19102	SU BIOP BREAST W/IMAGE GUIDE	\$270
19103	SU STEREO BREST BIOP VAC ASST	\$491
19103-51	SU STER BRST BIO VAC ADD SITES	\$500
19290	SU NEEDLE LOCAL WIRE	\$170
19291	SU STEREO NEDLE LOC ADD LESION	\$84
19295	SU STEREO PLACE LOCAL CLIP	\$269
20206	SU EXCISION BX MUSCLE, PERCUT.	\$742
20225	SU BIOPSY BONE DEEP	\$2,612
20500	SU INJECT SINUS TRACT THERAPY	\$497
20501	SU INJECT FISTULAGRAM	\$100
20600	SU INJECT ARTHOCENTESIS ASP	\$104
20605	SU ASP INTERMED JOINT	\$106
20610	SU ASP MAJOR JOINT	\$125
21116	SU INJECT TMJ ARTHROGRAM	\$110
22520	SU VERTEBROPLASTY THORACIC ONE	\$925
22521	SU VERTEBROPLASTY ONE	\$925
22522	SU VERTEBROPLASTY ADD LEVEL	\$566
23350	SU INJECT SHOULDER ARTHROGRAM	\$133
24220	SU INJECT ELBOW ARTHROGRAM	\$175
25246	SU INJECT WRIST ARTHROGRAM	\$194
27093	SU INJECT HIP ARTHROGRAM	\$182
27095	SU INJECT HIP W ANES ARTHRGRM	\$209
27096	SU INJECT SACRILIAC ARTHROGRAM	\$174
27370	SU INJECT KNEE ARTHROGRAM	\$130
27648	SU INJECT ANKLE ARTHROGRAM	\$130
31708	SU CONTRAST LARYNGOGRAPHY	\$200
32000	SU THORA PUNCT PLEURAL CAVITY	\$201
32095	SU BIOPSY OF LUNG LTD	\$1,600
32400	SU EXC PLEURA BX, PERCUTANEOUS	\$230
32405	SU EXCISION LUNG BX PERCUT.	\$229
32420	SU PENUMOCENT PUNCT LUNG	\$301
35456	SU REPAIR ARTERIAL BLOCKAGE	\$900
35471	SU TRANS ANGIO PER RENAL/ VIS	\$8,733
35472	SU TRANS ANGIO PERC AORTIC	\$5,651

35473	SU TRANS ANGIO PERC ILIAC	\$5,223
35474	SU TRANS ANGIO PERC FEMOREAL	\$7,529
35475	SU TRANS ANGIO PERC TRUNK EACH	\$5,200
35476	SU TRANS ANGIO PERC VENOUS	\$4,020
36000	SU INTRACATHETER VEIN	\$25
36002	SU INJECTION PERC PSEUDOANEUR	\$486
36005	SU INJECT VENOGRAM	\$126
36010	SU INTRO CATH VENA CAVA	\$2,154
36011	SU CATHETER FIRST ORDER BRANCH	\$2,457
36012	SU CATH SECOND ORDER BRANCH	\$2,227
36013	SU INTRO CATH R HEART/PUL ART	\$2,370
36014	SU CATH PLACE PULMONARY ARTERY	\$2,291
36015	SU CATH SEG/SUB SEG PULM ART.	\$2,690
36100	SU INTRACATH CAROTID/VERTEBRAL	\$1,505
36120	SU INTRACATH RET BRACHIAL ART.	\$1,262
36140	SU INTRACATH RETRO EXTREM ART.	\$1,467
36145	SU INTRACATH ART/VENOUS SHUNT	\$1,442
36160	SU INTRACATH AORT TRANS LUMBAR	\$1,595
36200	SU INTRODUCTION CATHETER AORTA	\$1,941
36215	SU CATH ART 1ST ORDER THORAC	\$2,514
36216	SU CATH ART 2ND ORDER THORAC	\$2,725
36217	SU CATH ART 3RD ORDER THORAC	\$4,890
36218	SU CATH ADDL ARTERIAL THORACIC	\$606
36245	SU CATH 1ST ORD ABD/LOW EXTREM	\$2,914
36246	SU CATH 2ND ORD ABD/LOW EXT	\$2,797
36247	SU CATH 3RD ORDER ABD/LOW EXT	\$4,424
36248	SU CATH ADDL ABD/LOW EXT	\$503
36400	SU VENIPUNCT <3YRS FEM/JUGULAR	\$47
36405	SU VENIPUNCT 3YRS SCALP VEIN	\$39
36406	SU VENIPUNCT< 3YRS OTHER VEIN	\$25
36410	SU VENIPUNCT> 3YRS BY MD	\$25
36415	SU VENIPUNCTURE	\$25
36420	SU VENIPUNCTURE CUTDOWN <AGE1	\$136
36425	SU VENIPUNCTURE CUTDOWN>AGE1	\$93
36478	SU EV ABLATION FIRST VIEN	\$3,172
36479	SU EV ABLATION 2ND & SUB VEIN	\$677
36489	SU PLACE CENT VENOUS CATH	\$311
36500	SU VENOUS CATH SELECT ORGAN	\$472
36556	SU INSERT NON TUNNEL CATH	\$487
36558	SU INSERT TUNNEL CATH	\$2,071
36569	SU INSERT PICC W/O PORT OR PUM	\$194
36571	SU INSERT PERIP CVAD W/ PORT	\$2,409
36575	SU REPAIR CVA CATH W/O PORT	\$484
36576	SU REPAIR CVA CATH W/ PORT	\$1,008

36578	SU REPLACE CATH CVA DEVICE	\$1,450
36580	SU REPLACE NON TUNNEL CATH	\$828
36581	SU REPLACE TUNNEL CATH	\$1,002
36582	SU REPLACE TUNNELED CVAD	\$1,878
36583	SU REPLACE TUNNEL CVA W/PUMP	\$2,469
36585	SU REPLACE PERIP CVAD W/PORT	\$2,370
36589	SU REMOVAL TUNNEL CATH W/O POR	\$225
36590	SU REMOVAL TUNNEL CVA DEVICE	\$400
36597	SU REPOSITION CVC UNDER FLUORO	\$130
36870	SU THROMBECTOMY PERC	\$654
37182	SU INSERT TIPS	\$2,347
37200	SU TRANSCATH BIOPSY	\$477
37201	SU TRANS CATH INFUSION	\$744
37204	SU TRANSCATH OCC EMBOL	\$1,912
37205	SU TRANS CATH STENT INITIAL	\$1,071
37206	SU TRANSCATH STENT EA ADD VESS	\$565
38792	NM INJ SENTINEL NODE	\$80
42550	SU INJECT SIALOGRAM	\$166
43752	SU PLACE NASOGASTRIC TUBE	\$60
43760	SU GASTROSTOMY TUBE CHANGE	\$155
47000	SU BIOPSY LIVER PERCUTANEOUS	\$252
47001	SU NEEDLE BX LIVER ADD ON ONLY	\$210
47380	SU ABLATION LIVER RADIOFREQ	\$3,600
47382	SU ABLATION 1 OR + LIVER TUMOR	\$1,548
47399	SU UNLISTED LIVER PROCEDURE	\$600
47500	SU INJECT CHOLANGIOGRAM	\$260
47505	SU INJECT CHOLANGIOGRAM T TUBE	\$100
47510	SU INTRO CATH TRANSHEP BIL DRA	\$1,675
47511	SU INTRO CATH TRANSHEP STENT	\$2,046
47525	SU CHANGE PERCUT BILIARY CATH	\$1,639
47530	SU TRANSHEP TUBE REVI/REINSERT	\$1,065
47630	SU EXTRACT BILIARY STONE, PERC	\$1,213
48102	SU BIOPSY PANCREA, PERC NEEDLE	\$696
49020	SU DRAIN OF ABSCESS TRANSABD	\$3,378
49021	SU DRAIN OF ABCESS TRAN ABD	\$1,934
49040	SU DRAIN SUBDIAP ABCESS	\$2,126
49041	SU DRAIN SUBDIAPHR ABCESS,PERC	\$1,862
49060	SU DRAIN RETROPER ABCESS	\$2,493
49061	SU DRAIN RETRPERT ABCES,PERCUT	\$1,847
49080	SU PERITONEOCENTESIS ABD	\$180
49180	SU BIOPSY ABD RETROPERI MASS	\$230
49400	SU INJECT AIR OR CONT PERITON	\$267
49420	SU INSERT INTRAPERI CATH	\$316
49423	SU EXCHANGE DRAINAGE CATHETER	\$1,536

49427	SU INJECT CONT PERI SHUNT	\$137
50200	SU BIOPSY RENAL PERC NEEDLE	\$352
50390	SU INJECT RENAL CYST, PERC	\$260
50392	SU INTRA CATH RENAL PERC	\$447
50393	SU INTRO CATH/STENT URETER PER	\$549
50394	SU INJECT NEPHRO THRU TUBE	\$100
50395	SU INTRO GUIDE W/DILATE PERC	\$447
50398	SU NEPHROSTOMY TUBE CHANGE	\$1,405
50684	SU INJECT URETER THRU CATH	\$101
50690	SU INJECT ILEAL CONDUIT	\$154
51600	SU INJECT CYSTOGRAM	\$116
51610	SU INJECT URETHROCYST RETRO	\$139
58340	SU INJECT & CATH HSG	\$122
58345	SU INTRO FALLOPIAN TUBE CATH	\$641
58823	SU DRAIN PELVIC ABCESS, PERCUT	\$1,959
60100	SU EXC BIOPSY THYROID PERC	\$206
60540	SU BIOPSY ADRENAL GLAND	\$2,014
61055	SU SPINAL PUNC W/INJ DRUGS	\$383
62270	SU SPINAL PUNC LUMBAR DIAG	\$159
62272	SU SPINAL PUNC THERAP	\$200
62273	SU INJECT EPIDURAL BLOOD PATC	\$338
62280	SU INJECT NEUROLYTIC SUBARACN	\$332
62281	SU INJECT NEUROLYTIC EPI C/T	\$326
62282	SU INJECT NEUROLYTIC EPI LS	\$294
62284	SU INJECT MYLEOGRAM	\$208
62287	SU ASPIRATION DISC	\$1,102
62290	SU INJ DISKOGRAPHY LUMBAR	\$382
62291	SU INJECT DISKOGRAPHY CERVICAL	\$406
62310	SU INJECT SING DX OR THER C/T	\$233
62311	SU INJECT SING DX OR THER LS	\$190
62318	SU INJ W/CATH DX/THER C OR T	\$247
62319	SU INJ W/CATH DX/THER LS	\$226
64450	SU INJ DACRYOSCSTO CONT	\$160
64470	SU INJ FACET C/T SINGLE	\$157
64472	SU INJ ANES C/T ADD LEVEL	\$110
64475	SU INJ ANES FACET LUMBAR SING	\$395
64476	SU INJ ANES FACET LUMBAR ADD	\$158
64479	SU INJ ANES CERV SINGLE LEVEL	\$283
64480	SU INJ ANES CERV ADD LEVEL	\$202
64483	SU INJ ANES / L/S SINGLE LEVEL	\$971
64484	SU INJ ANES LS ADD LEVEL	\$172
64530	SU INJ ANES AGENT CELIAC PLEX	\$403
70010	IR MYELOGRAM POST FOSSA S & I	\$233
70015	IR CISTERNOGRAM S & I	\$232

70030	XR EYE FOREIGN BODY	\$34
70100	XR MANDIBLE LESS THAN 4 VIEW	\$35
70110	XR MANDIBLE COMP 4 VWS	\$49
70120	XR MASTOIDS LESS THAN 3 VIEWS	\$35
70130	XR MASTOIDS COMP 3 VWS	\$66
70134	XR INT AUDITORY MEATI COMPL	\$64
70140	XR FACIAL BONES <3 VIEWS	\$38
70150	XR FACIAL BONES COMP 3 VWS	\$50
70160	XR NASAL BONES COMPLETE	\$34
70170	XR DACRYOCYST NASOLAC S & I	\$59
70190	XR OPTIC FORAMINA	\$41
70200	XR ORBITS 4+ VIEWS	\$55
70210	XR SINUSES LESS THAN 3VIEWS	\$34
70220	XR SINUSES COMP	\$50
70240	XR SELLA TURCICA	\$38
70250	XR SKULL LESS THAN 4 VIEWS	\$46
70260	XR SKULL COMP	\$66
70300	XR TEETH SINGLE VIEW	\$58
70310	XR TEETH PARTIAL EXAM	\$34
70320	XR TEETH COMPLETE EXAM	\$43
70328	XR TMJ OPEN & CLOSED UNILAT	\$35
70330	XR TMJ BILATERAL	\$46
70332	XR ARTHROGRAM TMJ S & I	\$105
70336	MR TMJ	\$289
70360	XR NECK, SOFT TISSUE	\$34
70370	FL PHARYNX OR LARYNX	\$62
70371	FL PHARYNGEAL & SPEECH EVAL	\$165
70373	FL LARYNGOGRAPH W/CONT S & I	\$85
70380	XR SALIVARY GLAND CALCULUS	\$34
70390	FL SIALOGRAM S& I	\$75
70450	CT HEAD W/O CONTRAST	\$166
70460	CT HEAD WITH CONTRAST	\$222
70470	CT HEAD W&WO	\$250
70480	CT ORB, SELLA, POST FOSSA W/O	\$250
70481	CT ORB, SELLA, POST FOSSA WITH	\$268
70482	CT ORB, SELLA, POST FOSSA W&WO	\$282
70486	CT MAXILLOFACIAL W/O CONTRAST	\$223
70487	CT MAXILLOFACIAL WITH CONTRAST	\$255
70488	CT MAXILLOFACIAL W& WO	\$277
70490	CT SOFT TISSUE NECK W/O CONTR	\$250
70491	CT SOFT TISSUE NECK WITH CONTR	\$268
70492	CT SOFT TISSUE NECK W&WO	\$282
70496	CT ANGIOGRAM HEAD W&WO	\$354
70498	CT ANGIOGRAM NECK W&WO	\$354

70540	MR MRI ORBIT, FACE, NECK W/ O	\$260
70542	MR MRI ORB, FACE, NECK, W/ CON	\$313
70543	MR MRI ORB, FACE, NECK W&WO	\$415
70544	MR MRA HEAD W/O CONTRAST	\$233
70545	MR MRA HEAD W/ CONTRAST	\$233
70546	MR MRA HEAD W&WO	\$351
70547	MR MRA NECK W/O CONTRAST	\$233
70548	MR MRA NECK WITH CONTRAST	\$233
70549	MR MRA NECK W&WO	\$351
70551	MR MRI BRAIN W/O CONTRAST	\$289
70552	MR MRI BRAIN W/CONTRAST	\$350
70553	MR MRI BRAIN W& WO	\$460
71010	XR CHEST 1VIEW	\$35
71015	XR CHEST STEREO, FRONTAL	\$41
71020	XR CHEST 2 VIEWS	\$44
71021	XR CHEST 2 VIEWS W / APICAL	\$52
71022	XR CHEST WITH OBLIQUE	\$62
71023	XR CHEST 2VIEW W / FLUORO	\$75
71030	XR CHEST 4 VIEWS	\$60
71034	XR CHEST 4 VIEWS W FLUORO	\$91
71035	XR CHEST LAT DECUBITIS	\$35
71040	FL BRONCHOGRAPHY UNILAT S & I	\$113
71060	FL BRONCOGRAPHY BILAT S & I	\$144
71100	XR RIBS UNILAT, TWO VIEWS	\$43
71101	XR RIBS UNI, 3 VWS W PA CXR	\$52
71110	XR RIBS BILATERAL, 3 VIEWS	\$52
71111	XR RIBS BILAT4 VWS W PA CXR	\$62
71120	XR STERNUM	\$40
71130	XR STERNOCLAVICULAR JOINT	\$43
71250	CT CHEST W/O CONTRAST	\$226
71260	CT CHEST WITH CONTRAST	\$240
71270	CT CHEST W&W/O CONTRAST	\$268
71275	CT ANGIOGRAM CHEST W&W/O	\$385
71550	MR MRI CHEST WO CONTRAST	\$281
71551	MR MRI CHEST W/CONTRAST	\$335
71552	MR MRI CHEST W&WO	\$438
71555	MR MRA CHEST W& WO CONT	\$354
72010	XR SPINE SURVEY 2 VIEWS	\$90
72020	XR SPINE SINGLE VIEW	\$30
72040	XR C SPINE 2 OR 3 VIEWS	\$44
72050	XR C SPINE 4 + VIEWS	\$62
72052	XR C SPINE W/ FLEX EXT	\$72
72069	XR SPINE SCOLOSIS STANDING	\$46
72070	XR THORACIC SPINE 2 V	\$43

72072	XR THORACIC SPINE 3 V	\$43
72074	XR THORACIC SPINE 4 VIEWS	\$43
72080	XR SPINE THORACOLUMBAR 2 V	\$45
72090	XR SCOLIOSIS W SUPINE ERECT	\$56
72100	XR L SPINE 2 OR 3 VIEWS	\$45
72110	XR L SPINE 4+ VIEWS	\$62
72114	XR L SPINE W/ BENDING	\$73
72120	XR L SPINE BENDING ONLY	\$45
72125	CT C SPINE W/O CONTRAST	\$226
72126	CT C SPINE WITH CONTRAST	\$238
72127	CT C SPINE W&WO	\$250
72128	CT T SPINE W/O CONTRAST	\$226
72129	CT T SPINE WITH CONTRAST	\$238
72130	CT T- SPINE W&WO	\$250
72131	CT L SPINE W/O CONTRAST	\$226
72132	CT L SPINE WITH CONTRAST	\$240
72133	CT LSPINE W&WO	\$250
72141	MR MRI C SPINE W/O CONT	\$312
72142	MR MRI C SPINE WITH CONT	\$378
72146	MR TSPINE W/O CONT	\$312
72147	MR T SPINE WITH CONT	\$289
72148	MR MRI L SPINE W/O CONT	\$289
72149	MR MRI L SPINE WITH CONT	\$351
72156	MR MRI C SPINE W&WO	\$502
72157	MR T SPINE W&WO	\$501
72158	MR L SPINE W&WO	\$462
72159	MR MRA SPINE W OR W/O CONT	\$364
72170	XR PELVIS 1 OR 2 VIEWS	\$35
72190	XR PELVIS COMPLETE 3 VIEWS	\$40
72191	CT ANGIOGRAM PELVIS W&W/O	\$362
72192	CT PELVIS W/O CONTRAST	\$212
72193	CT PELVIS WITH CONTRAST	\$226
72194	CT PELVIS W&W/O CONTRAST	\$238
72195	MR MRI PELVIS W/O CONT	\$282
72196	MR MRI PELVIS WITH CONT	\$333
72197	MR MRI PELVIS W&WO	\$438
72198	MR MRA PELVIS W OR W/O CONT	\$364
72200	XR SACROILIAC JOINTS < 3 V	\$34
72202	XR SACROILIAC JTS 3+ VIEWS	\$38
72220	XR SACRUM/ COCCYX	\$98
72240	IR MYELOGRAM CERVICAL S& I	\$176
72255	IR MYELOGRAM THORACIC S& I	\$175
72265	IR MYELOGRAM L SPINE S & I	\$161
72270	IR MYELO 2 OR MORE REGIONS	\$260

72275	IR EPIDUROGRAPHY S & I	\$140
72285	IR DISKOGRAPHY C OR T SP S & I	\$225
72295	IR DISKOGRAPHY L SPINE S & I	\$163
73000	XR CLAVICLE	\$32
73010	XR SCAPULA	\$34
73020	XR SHOULDER 1 VIEW	\$30
73030	XR SHOULDER 2 PLUS VIEWS	\$35
73040	FL ARTHROGRAM SHOULDER S& I	\$106
73050	XR ACROMIOCLAVICULAR JT BIL	\$41
73060	XR HUMERUS	\$34
73070	XR ELBOW 2 VIEWS	\$30
73080	XR ELBOW 3 + VIEWS	\$34
73085	FL ARTHROGRAM ELBOW S & I	\$108
73090	XR FOREARM 2 V	\$33
73092	XR UP EXT INFANT 2 VIEWS	\$33
73100	XR WRIST 2 VIEWS	\$34
73110	XR WRIST 3 PLUS VIEWS	\$34
73115	FL ARTHROGRAM WRIST S & I	\$108
73120	XR HAND 2 VIEWS	\$33
73130	XR HAND 3 V PLUS	\$34
73140	XR FINGER(S) 2 V PLUS	\$30
73200	CT UPPER EXT W/O CONTRAST	\$213
73201	CT UPPER EXT WITH CONTRAST	\$226
73202	CT UPPER EXT W&W/O CONTRAST	\$240
73206	CT ANGIOGRAM UP EXT W&W/O	\$362
73218	MR UP EXT NON JT W/O CONT	\$260
73219	MR UP EXT NON JT W/CONT	\$313
73220	MR UP EXT NON JT W/O & W	\$417
73221	MR UP EXT JOINT W/O CONT	\$260
73222	MR UPPER EXT JOINT W/CONT	\$313
73223	MR UP EXT JOINT W/O&W/CONT	\$415
73225	MR MRA UP EXT JT W/O&W/CONT	\$350
73500	XR HIP UNI 1 VIEW	\$34
73510	XR HIP UNIL COMPLETE 2+V	\$109
73520	XR HIPS BILAT w/ AP PELVIS	\$52
73525	FL ARTHROGRAM HIP S& I	\$108
73530	XR HIP DURING OPERATIVE PROC	\$56
73540	XR PELVIS & HIPS CHILD 2+ V	\$41
73542	FL ARTHRO SACROILIAC JT S & I	\$300
73550	XR FEMUR 2 VIEWS	\$34
73560	XR KNEE 1 OR 2 VIEWS	\$35
73562	XR KNEE 3 VIEWS	\$37
73564	XR KNEE COMPLETE 4+ V	\$45
73565	XR KNEES BIL STANDING AP	\$37

73580	FL ARTHROGRAM KNEE S & I	\$108
73590	XR TIBIA FIBULA 2 VIEWS	\$34
73592	XR TIBIA FIBULA, INFANT 2 V	\$34
73600	XR ANKLE 2 VIEWS	\$34
73610	XR ANKLE COMPLETE 3 PLUS V	\$34
73615	FL ARTHROGRAM ANKLE S & I	\$108
73620	XR FOOT 2 VIEWS	\$34
73630	XR FOOT COMPLETE 3 + VIEWS	\$34
73650	XR CALCANEUS 2 PLUS V	\$34
73660	XR TOE(S) 2 PLUS VIEWS	\$30
73700	CT LOWER EXT W/O CONTRAST	\$212
73701	CT LOWER EXT WITH CONTRAST	\$226
73702	CT LOWER EXT W&W/O CONTRAST	\$238
73706	CT ANGIOGRAM LOWER EXT W& W/O	\$380
73718	MR MRI LOW EXT NON- JT W/O	\$260
73719	MR MRI LOW EXT NON-JT W/CON	\$312
73720	MR MRI LOW EXT NON-JT W&WO	\$417
73721	MR MRI LOW EXT JT W/O CONT	\$260
73722	MR MRI LOW EXT JT W/CONT	\$315
73723	MR MRI LOWER EXT JOINT W&WO	\$380
73725	MR MRA LOWER EXT W/ OR W/O	\$355
74000	XR ABDOMEN AP	\$35
74010	XR ABD AP WITH OBLIQ & CONE	\$45
74020	XR ABD INCLUD DECUB/ERECT	\$52
74022	XR ABD COMPLETE SERIES	\$62
74150	CT ABDOMEN W/O CONTRAST	\$232
74160	CT ABDOMEN WITH CONTRAST	\$247
74170	CT ABDOMEN W& W/O CONTRAST	\$273
74175	CT ANGIOGRAM ABDOMEN W&W/O	\$380
74181	MR MRI ABDOMEN W/O CONT	\$281
74182	MR MRI ABDOMEN WITH CONT	\$334
74183	MR MRI ABD W/O & W/ CONT	\$438
74185	MR MRA ABD W OR W/O CONT	\$351
74190	FL PERITONEOGRAM S & I	\$94
74210	FL PHARYNX / CERVICAL ESOPH	\$72
74220	FL ESOPHAGRAM	\$90
74230	FL VIDEO SWALLOW STUDY	\$104
74235	FL REM FOREIGN BODY ESO S & I	\$231
74240	FL UGI LTD W/O AIR & W/O KUB	\$135
74241	FL UGI W/O AIR & W/ KUB	\$135
74245	FL UGI W/O AIR OR KUB W/SBFT	\$178
74246	FL UGI W/ AIR & W/O KUB	\$135
74247	FL UGI W/ AIR W/ KUB	\$135
74249	FL UGI W/ AIR & SBFT	\$178

74250	FL SMALL BOWEL SERIES	\$91
74251	FL SBFT VIA ENTEROCLYSIS	\$135
74270	FL BARIUM ENEMA W OR W/O KUB	\$135
74280	FL BARIUM ENEMA WITH AIR	\$193
74283	FL THERAP ENEMA FOR OBSTRUCT	\$390
74290	FL CHOLECYSTOGRAM ORAL	\$62
74291	FL CHOLECYSTOGRAM REPEAT	\$40
74300	FL CHOLANGIOGRAM INTRAOP S & I	\$60
74301	FL CHOLANGIO INTRAOP ADD S&I	\$30
74305	FL CHOLANGIOGRAM POST OP S&I	\$82
74320	FL CHOLANGIOGRAM S & I	\$105
74327	FL CHOLANGIOGRAM POST OP	\$136
74328	IR ENDO CATH BILIARY S & I	\$138
74329	IR ENDO CATH PANCREATIC S & I	\$138
74330	IR ENDO CATH BILI/PANCREAS S&I	\$176
74340	IR INTRO GI TUBE W/ FLUORO	\$105
74350	IR GASTROSTOMY TUBE S & I	\$148
74355	IR ENTEROCLYSIS TUBE S & I	\$147
74360	IR INTRALUMIN DILATE OBSTR S&I	\$105
74363	IR BILIARY DUCT DILATION S & I	\$173
74400	FL IVP W/ OR W/O KUB	\$96
74410	FL UROGRAPHY INFUSION	\$96
74420	FL UROGRAM RETRO W OR WO KUB	\$72
74425	FL UROGRAM ANTEGRADE S & I	\$74
74430	FL CYSTOGRAM S& I	\$56
74440	FL VASOGRAPHY, VESICULO S & I	\$75
74450	FL URETHROCYSTO RETRO S&I	\$66
74455	FL VOID CYSTOURETHROGRAM S&I	\$65
74470	IR RENAL CYST STUDY S & I	\$105
74475	IR INTRO RENAL INTRACATH S&I	\$105
74480	IR INTRO URETE CATH PERCUT S&I	\$105
74485	IR DILAT URETER/URETHRA S & I	\$106
74710	XR PELVIMETRY	\$67
74740	FL HYSTEROSALPINGOGRAM S& I	\$75
74742	FL CATH FALLOPIAN TUBES S & I	\$122
74775	FL PERINEOGRAM / VAGINOGRAM	\$123
75552	MR MRI CARDIAC IMAG W/O CONTR	\$312
75553	MR MRI CARDIAC IMAG W CONTR	\$392
75554	MR MRI CARDIAC FUNCTION COMP	\$362
75555	MR MRI CARDIAC FUNCTION LTD	\$348
75556	MR MRI CARD VELOCITY FLOW MAP	\$400
75600	IR AORTOGRAM THORACIC S & I	\$100
75605	IR AORTOGRAM THOR SERIAL S&I	\$227
75625	IR AORTOGRAM ABD SERIAL S&I	\$224

75630	IR AORT ABD+BIL ILIOFEMORAL	\$355
75635	CT ANGIO ABD AORTA/BIL ILIOFEM	\$483
75650	IR ANGIO CERVICOCEREBRAL S&I	\$293
75658	IR ANGIO BRACHIAL RETRO S & I	\$259
75660	IR ANGIO EXT CAROTID UNI S&I	\$259
75662	IR ANGIO EXT CAROTID BIL S & I	\$333
75665	IR ANGIO CAROTD/CERB UNIL S&I	\$259
75671	IR ANGIO CAROTID/CEREB BIL S&I	\$326
75676	IR ANGIO CARTID CERV. UNI S& I	\$259
75680	IR ANGIO CAROTD CERV. BIL S&i	\$326
75685	IR ANGIO VERT, CERB, INTRACRAN	\$257
75705	IR ANGIO SPINAL S & I	\$432
75710	IR ANGIO EXTREMITY UNI S & I	\$226
75716	IR ANGIO EXTREMITY BIL S & I	\$257
75722	IR ANGIO RENAL UNI S & I	\$227
75724	IR ANGIO RENAL BIL S & I	\$300
75726	IR ANGIO VISCERAL S & I	\$222
75731	IR ANGIO ADRENAL UNI S & I	\$222
75733	IR ANGIO ADRENAL BIL S & I	\$258
75736	IR ANGIO PELVIC S & I	\$224
75741	IR ANGIO PULMONARY S & I	\$256
75743	IR ANGIO PULMONARY BIL S & I	\$323
75746	IR ANGIO PULM NON SELECTIVE	\$223
75756	IR ANGIO INTERNAL MAM S & I	\$232
75774	IR ANGIO ADD VESSEL S & I	\$72
75790	IR ANGIO ARTERIOVEN SHUNT	\$360
75801	IR LYMPHANGIOGRAM EXT UNI	\$160
75803	IR LYMPHANGIOGRAM EXT BIL	\$228
75805	IR LYMPHANGIO PELVIC/ABD UNI	\$160
75807	IR LYMPHANGIO PELVIC/ABD BIL	\$229
75809	IR SHUNTOGRAM NON VAS S & I	\$93
75810	IR SPLENOPORTOGRAM S & I	\$224
75820	IR VENOGRAM EXT UNI S & I	\$140
75822	IR VENOGRAM EXT BIL S & I	\$207
75825	IR VENOGRAM INF CAVAL S & I	\$224
75827	IR VENOGRAM SUP CAVAL S & I	\$222
75831	IR VENOGRAM RENAL UNILAT S & I	\$222
75833	IR VENOGRAM RENAL BILAT S & I	\$292
75840	IR VENOGRAM ADRENAL UNI S&I	\$228
75842	IR VENOGRAM ADRENAL BILAT S&I	\$291
75860	IR VENOGRAM SINUS OR JUG	\$228
75870	IR VENOGRAM SUP SAGI SINUS	\$227
75872	IR VENOGRAM EPIDURAL S & I	\$223
75880	IR VENOGRAM ORBITAL S & I	\$140

75885	IR PORTOGRAM TRANSHEP W/EVAL	\$280
75887	IR PORTOGRAM TRANSHEP WOEVAL	\$280
75889	IR VENOGRAM HEP W/EVAL S & I	\$223
75891	IR VENOGRAM HEPATIC W/O EVAL	\$222
75893	IR VENOUS SAMPLING THRU CATH	\$105
75894	IR TRANSCATH THPY EMOBLIZATION	\$258
75896	IR TRANSCATH THRPY INFUSION	\$259
75898	IR TRANSCATH THRPY ANGIO F/U	\$325
75900	IR ART CATH CHG THROMBOLYTIC	\$96
75940	IR PERCUT PLACE IVC FILTER S&I	\$106
75945	US INTRAVAS INITAL S&I	\$81
75946	US INTRAVAS ADD VESSEL	\$80
75952	IR ENDO RPR ABD AORTIC ANEURY	\$977
75953	IR PLACE PROST ABD ANEURYSM	\$300
75960	IR TRANSCATH INTRAVASC STENT	\$163
75961	IR TRANSCATH RETRIVL FRGN BDY	\$828
75962	IR ANGIOPLASTY PERI ARTERY	\$108
75964	IR ANGIOPLASTY PERI ART ADD	\$72
75966	IR ANGIOPLASTY RENAL/ VISC	\$262
75968	IR ANGIOPLASTY ADDL VISC ART	\$72
75970	IR TRANSCATH BIOPSY S & I	\$164
75978	IR ANGIOPLASTY VENOUS S & I	\$105
75980	IR DRAINAGE TRANSHEP BILIARY	\$280
75982	IR PERCUT PLACE DRAINAGE CATH	\$280
75984	IR PERCUTANEOUS TUBE CHANGE	\$140
75989	IR RAD GUIDED ABCESS DRAINAGE	\$232
75992	IR ATHERECTOMY PERI ARTERY	\$107
75993	IR ATHERECTOMY PERIP ART ADD	\$72
75994	IR ATHERECTOMY RENAL S & I	\$262
75995	IR ATHERECTOMY VISCERAL S & I	\$262
75996	IR ATHERECTOMY VISC ART. ADDL	\$70
76000	FL FLUOROSCOPY < 1 HOUR	\$35
76001	FL FLUOROSCOPY > 1 HOUR	\$132
76003	IR FLUORO GUIDE NEEDLE PLACE	\$106
76005	IR FLUORO GUIDE LOC/CATH SPINE	\$112
76006	XR STRESS VIEW(S) ANY JOINT	\$91
76010	XR FOREIGN BODY CHILD	\$35
76012	IR FLUORO GUIDE VERTEBROPLASTY	\$440
76013	CT GUIDED VERTEBROPLASTY	\$404
76020	XR BONE AGE STUDY	\$72
76040	XR BONE LENGTH STUDY	\$56
76061	XR BONE SURVEY METAB/METS	\$88
76062	XR BONE SURVEY ENTIRE SKELTON	\$105
76065	XR BONE SURVEY INFANT	\$135

76066	XR JOINT SURVEY SINGLE VIEW	\$94
76070	CT BONE DENSITY STUDY	\$51
76075	DX BONE DENSITY DEXA	\$200
76076	DX DEXA APPENDICULAR SKELETON	\$150
76080	FL FISTULAGRAM S& I	\$105
76082	MA CAD DIAGNOSTIC MAMMO	\$35
76083	MA CAD DIGITIZE MAMMO COMP ANA	\$35
7608352	MA CAD SCR MAMMO UNILAT	\$18
7608552	MA CAD DIGITIZE MAMMO COMP UNI	\$18
76086	MA MAMMARY DUCT SINGLE DUCT	\$265
76088	MA DUCTOGRAM MULTI DUCT S&I	\$362
76090	MA MAMMOGRAPHY UNILATERAL	\$98
76091	MA MAMMO FILM DIAG BILATERAL	\$132
7609252	MA MAMMO FILM SCREENING UNILAT	\$45
76092	MA MAMMO FILM SCREENING BILAT	\$85
76093	MR MRI BREAST UNILATERAL	\$317
76094	MR MRI BREAST BILATERAL	\$2,158
76095	MA STEREO LOC GUID BIOPSY S&I	\$500
76096	MA MAMMO GUIDED NEEDLE PLACE	\$196
76098	XR SURGICAL SPECIMEN	\$32
76140	XR CONSULT XRAY MADE ELSEWHE	\$10
76140CT	CT CONSULT OUTSIDE STUDY	\$75
76140MR	MR CONSULT OUTSIDE STUDY	\$150
76350	XR SUBTRACT CONTRAST STUDY	\$100
76355	CT GUIDED STEREO LOCALIZATION	\$239
76360	CT GUID NEEDLE PLAC ASPIR BIOP	\$225
76370	CT GUIDED RADIATION THERAPY	\$166
76380	CT LIMITED / FOLLOW UP	\$190
76390	MR MRI SPECTROSCOPY	\$275
76393	MR MRI GUIDED NEEDLE PLACE	\$292
76400	MR MRI BONE MARROW BLD SUPPLY	\$312
76490	US GUIDE TISSUE ABLATION	\$1,332
76497	CT UNLISTED CARDIAC CTA	\$1,100
76506	US ECHOENCEPHALOGRAPHY	\$130
76536	US SOFT TISSUES HEAD & NECK	\$145
76604	US CHEST B-SCAN	\$106
76645	US BREAST UNI/BILAT	\$106
76700	US ABDOMEN COMPLETE	\$158
76705	US ABD LTD SINGLE ORGAN	\$116
76770	US RETRO PERI, RENAL AORTA	\$144
76775	US RETRO PERI LTD	\$113
76778	US TRANSPLANTED KIDNEY	\$144
76800	US SPINAL CANAL & CONTENTS	\$217
76802	US OB EACH ADD GESTATION	\$90

76805	US OBSTETRICAL COMPLETE	\$194
76810	US OBSTETRICAL,MULT GESTATION	\$390
76815	US OBSTETRICAL LIMITED	\$130
76816	US OBSTETRICAL LTD F/U STUDY	\$113
76818	US FETAL PROFILE W/ NON STRESS	\$210
76819	US FETAL PROFILE W/O STRESS	\$152
76825	US FETAL CARDIOVASCULAR SYS	\$330
76826	US FETALCARDIOVASCULAR F/U	\$163
76827	US FETAL CARDIO SPECTRAL COMP	\$115
76828	US FETAL CARDIO SPECTRAL F/U	\$114
76830	US TRANSVAGINAL	\$135
76831	US HYSTEROSONOGRAM	\$142
76856	US PELVIC COMPLETE	\$135
76857	US PELVIC LIMITED	\$75
76870	US SCROTUM	\$85
76872	US TRANSRECTAL	\$270
76880	US EXTREMITY NONVASCULAR	\$120
76885	US INFANT HIPS W/ MANIPULATE	\$145
76886	US INFANT HIPS LTD NO MANIP	\$125
76937	US GUIDE VASCULAR ACCESS	\$120
76942	US GUIDE NDL PLACE ASP BX LOC	\$215
76946	US GUIDE AMNIOCENTESIS	\$215
76948	US GUIDE ASPIRATION OVA	\$75
76950	US GUIDE RAD THERAPY FIELDS	\$115
76965	US GUIDE INTERSTITIAL RADIOEL	\$262
76970	US FOLLOW UP	\$78
76977	US BONE DENSITY MEASUREMENT	\$0
78000	NM THYROID UPTAKE, SINGLE	\$38
78001	NM THYROID UPTAKE MULTIPLE	\$50
78003	NM THYROID UP SIM, SUPP OR DIS	\$65
78006	NM THYROID SCAN W/ UPTAKE	\$97
78007	NM THYROID SCAN W/ MULTI UPT	\$98
78010	NM THYROID SCAN ONLY	\$77
78011	NM THYROID SCAN W/ FLOW	\$88
78015	NM THYROID CA SCAN LIMITED	\$132
78016	NM THYROID CA SCAN LTD ADDL	\$163
78018	NM THYROID CA SCAN WHOLE BODY	\$170
78020	NM THYROID CA METS UPTAKE	\$120
78070	NM PARATHYROID IMAGING	\$161
78075	NM ADRENAL IMAGING	\$150
78102	NM BONE MARROW LIMITED	\$110
78103	NM BONE MARROW MULTIPLE	\$147
78104	NM BONE MARROW WHOLE BODY	\$160
78110	NM PLASMA VOLUME SINGLE	\$40

78111	NM PLASMA VOLUME MULTIPLE	\$44
78120	NM RED CELL VOLUME SINGLE	\$47
78121	NM RED CELL VOLUME MULTIPLE	\$63
78122	NM WHOLE BLOOD VOLUME DETERM	\$90
78130	NM RED CELL SURVIVAL STUDY	\$120
78135	NM RED CELL ORGAN/TISSUE	\$126
78140	NM REDCELL LABELED SEQUESTRA	\$120
78160	NM PLASMA RADIOIRON TURNOVER	\$68
78162	NM RADIOIRON ORAL ABSORPTION	\$90
78170	NM RADIOIRON RED CELL UTILIZ	\$85
78172	NM CHELATABLE IRON	\$105
78185	NM SPLEEN IMAGING ONLY	\$80
78190	NM PLATELET STUDY, KINETICS	\$217
78191	NM PLATELET SURVIVAL STUDY	\$120
78195	NM LYMPHATIC/LYMPH GLAND IMAG	\$236
78201	NM LIVER SCAN STATIC ONLY	\$87
78202	NM LIVER W/ VASCULAR FLOW	\$101
78205	NM LIVER SPECT	\$140
78206	NM LIVER SPECT W/ FLOW	\$189
78215	NM LIVER / SPLEEN SCAN	\$96
78216	NM LIVER/ SPLEEN W/ FLOW	\$112
78220	NM LIVER FUNCTION STUDY	\$96
78223	NM HIDA SCAN W/ EJECTION	\$165
78230	NM SALIVARY GLAND SCAN	\$88
78231	NM SALIVARY GLAND W/ SER IMAG	\$104
78232	NM SALIVARY GLAND FUNCT STUDY	\$93
78258	NM ESOPHAGEAL MOTILITY	\$146
78261	NM GASTRIC MUCOSA IMAGING	\$137
78262	NM GASTRIC ESOPHAGEAL REFLUX	\$135
78264	NM GASTRIC EMPTYING STUDY	\$153
78267	NM UREA BREATH TEST C-14 ACQ	\$140
78268	NM UREA BREATH TEST C-14 ANAY	\$140
78270	NM SCHILLING W/O INTRINSIC	\$40
78271	NM SCHILLINGS WITH INTRINSIC	\$40
78272	NM SCHILLINGS W/O & W/ INTRIN	\$55
78278	NM G I BLOOD LOSS SCAN	\$194
78282	NM G I PROTEIN LOSS	\$140
78290	NM MECKELS BOWEL IMAGING	\$133
78291	NM PERITONEAL VENOUS SHUNT	\$175
78300	NM BONE SCAN LIMITED AREA	\$122
78305	NM BONE SCAN MULTIPLE AREAS	\$165
78306	NM BONE SCAN WHOLE BODY	\$170
78315	NM BONE SCAN THREE PHASE	\$200
78320	NM BONE SCAN SPECT	\$205

78350	NM BONE DENSITY SINGLE PHOTON	\$44
78351	NM BONE DENSITY DUAL PHOTON	\$60
78414	NM CENTRAL C - V HEMODYNAMICS	\$140
78428	NM CARDIAC SHUNT DETECTION	\$158
78445	NM NON-CARDIAC VASCULAR FLOW	\$97
78455	NM VENOGRAM FIBRINOGEN	\$143
78456	NM VENOGRAM PEPTIDE	\$197
78457	NM VENOGRAM UNILATERAL	\$151
78458	NM VENOGRAM BILATERAL	\$180
78459	NM PET HEART METABOLIC	\$2,975
78460	NM MYOCARD PERFUSION, SINGLE	\$170
78461	NM MYOCARD PERFUSION, MULTI	\$243
78464	NM MYOCARD SPECT SINGLE STUDY	\$215
78465	NM MYOCARD SPECT MULTI STUDY	\$196
78466	NM MYOCARD INFARCT AVID	\$137
78468	NM MYOCARD INFARC AVID W/EJEC	\$674
78469	NM MYOCARD INFARC AVID SPECT	\$182
78472	NM CARDIAC BLOOD GATED SINGLE	\$195
78473	NM CARDIAC BLOOD GATED MULTI	\$291
78478	NM MYOCARD PERF WALL MOTION	\$83
78480	NM MYOCARD PERFUS W/ EJECTION	\$83
78481	NM CARDIAC BLOOD 1ST PASS SGL	\$196
78483	NM CARDIAC BLOOD 1ST PASS MLT	\$294
78491	NM PET MYOCARD PERFU SING	\$2,975
78492	NM PET MYOCARD PERFUS, MULTI	\$2,975
78494	NM CARDIAC BLOOD GATED SPECT	\$234
78496	NM CARDIAC BLOOD GATED SINGLE	\$101
78580	NM LUNG PERFUSION	\$146
78584	NM LUNG PERF/ VENT SINGLE	\$200
78585	NM LUNG PERF/ VENT WASHOUT	\$215
78586	NM LUNG VENT AEROSOL SINGLE	\$80
78587	NM LUNG VENT AEROSOL MULTI	\$97
78588	NM LUNG PERF/ VENT AEROSOL	\$214
78591	NM LUNG VENT SINGLE	\$80
78593	NM LUNG VENT/ WASHOUT SINGLE	\$97
78594	NM LUNG VENT/ WASHOUT MULTI	\$104
78596	NM LUNG VENT/ PERF QUANT	\$250
78600	NM BRAIN SCAN LIMITED	\$87
78601	NM BRAIN LTD W/ VASC FLOW	\$100
78605	NM BRAIN COMPLETE STATIC	\$104
78606	NM BRAIN COMP W/ VASC FLOW	\$126
78607	NM BRAIN COMPLETE SPECT	\$245
78608	NM PET BRAIN METABOLIC	\$2,975
78609	NM PET BRAIN PERFUSION	\$2,975

78610	NM BRAIN VASCULAR FLOW ONLY	\$60
78615	NM CEREBRAL BLOOD FLOW	\$85
78630	NM C S F CISTERNOGRAM	\$133
78635	NM C S F VENTRICULOGRAM	\$125
78645	NM C S F SHUNT EVALUATION	\$112
78647	NM C S F SPECT	\$176
78650	NM C S F LEAKAGE DETECTION	\$119
78660	NM RADIOPHARM DACRYOCYSTOGRAM	\$104
78700	NM KIDNEY STATIC ONLY	\$89
78701	NM KIDNEY W/ VASCULAR FLOW	\$95
78704	NM KIDNEY W/ FUNCTION STUDY	\$145
78707	NM KIDNEY FUNCTION W/ O PHARM	\$780
78708	NM KIDNEY FUNCTION W/ PHARM	\$238
78709	NM KIDNEY FUNCT W/O & W PHARM	\$277
78710	NM KIDNEY SPECT	\$129
78715	NM KIDNEY VASCULAR FLOW ONLY	\$60
78725	NM KIDNEY FUNCTION NON-IMAG	\$75
78730	NM URINARY BLADDER RESIDUAL	\$71
78740	NM URETERAL REFLUX STUDY	\$112
78760	NM TESTICULAR IMAGING	\$130
78761	NM TESTICULAR W/ VASC FLOW	\$140
78800	NM TUMOR LOCALIZATION LTD	\$130
78801	NM TUMOR LOCALIZATION MULTI	\$155
78802	NM TUMOR LOC WHOLE BODY	\$170
78803	NM TUMOR LOCALIZATION SPECT	\$216
78805	NM INFLAMMATORY LOC LTD	\$144
78806	NM INFLAMMATORY LOC WHLE BODY	\$170
78807	NM INFLAMMATORY LOC SPECT	\$218
78810	NM PET TUMOR IMAGING METAB	\$2,975
78811	NM PET TUMOR IMAGING LIMITED	\$2,975
78812	NM PET IMAGING SKULL-MID THIGH	\$2,975
78813	NM PET TUMOR IMAG WHOLE BODY	\$2,975
78890	NM DATA GENERATON < 30 MINUTE	\$75
79000	NM HYPERTHYROIDISM INITIAL TX	\$352
79001	NM HYPERTHYROIDISM SUBSEQ TX	\$207
79020	NM THYROID SUPPRESSION W/ EVAL	\$352
79030	NM ABLATION GLAND THY CA	\$413
79035	NM THYROID CA TX FOR METS	\$497
79100	NM LEUKEMIA CHRONIC THERAPY	\$263
79200	NM INTERCAVITARY COLLOID TX	\$392
79300	NM INTERSTITIAL COLLOID TX	\$329
79400	NM NONTHYROID/ HEMATOLOGIC TX	\$387
79420	NM INTRAVASC PARTICULATE TX	\$0
79440	NM INTRA- ARTICULAR THERAPY	\$402

93015	NM CARDIAC TREADMILL	\$262
93017	NM TREADMILL	\$152
93880	US DUPLEX EXTRACRAN. ART. BIL	\$125
93882	US DUPLEX EXTRACRAN. ART. UNI	\$85
93922	US NON INVAS ANKLE BRACHIAL	\$160
93923	US DOPPLER ARTERY EXTR. COMP	\$95
93924	US ARTERIES EXTR. W/EXERCISE	\$102
93925	US DUPLEX ART. LOW EXTR. BIL	\$120
93926	US DUPLEX ART. LOW EXTR. UNI	\$80
93930	US DUPLEX ART. UP EXTR. BIL	\$91
93931	US DUPLEX ART. UP EXTR. UNI	\$65
93970	US DUPLEX VEIN EXTREM. BIL	\$136
93971	US DUPLEX VEIN EXTREM. UNI	\$90
93975	US DUPLEX VISCERAL VASC COMPL	\$800
93976	US DUPLEX VISCERAL VASC LTD	\$238
93978	US DUPLEX AORTA COMPLETE	\$135
93979	US DUPLEX AORTA LIMITED	\$90
93990	US DUPLEX HEMODIALYSIS ACCESS	\$50
99070	ZZ SUPPLIES/SURGICAL TRAY	\$0
99201	RAD NEW PATIENT OFFICE VISIT	\$60
99203	RAD NEW PATIENT OFFICE	\$140
99204	RAD NEW PATIENT OFFICE	\$180
99205	RAD NEW PATIENT OFFICE	\$220
99213	RAD ESTABLISHED PT VISIT	\$30
99214	RAD ESTABLISHED PATIENT VISIT	\$90
99217	OBSERVATION CARE/DISCHARGE	\$145
99218	RAD INITIAL OBSERV <24HR 20 MN	\$140
99219	RAD INITIAL OBSERV <24HR 40 MN	\$226
99221	RAD INITIAL HOSP >24HR 30 MINS	\$175
99222	RAD INITIAL HOSP >24HR 50 MINS	\$226
99231	RAD SUB HOSP CARE 15 MINS	\$70
99232	RAD SUB HOSP CARE 25MINS	\$112
99238	RAD HOSP DC DAY MANAGE <30MINS	\$150
99239	RAD CONSULT HOSP +30MINS	\$194
99242	RAD OFFICE CONSULT NEW OR EST	\$119
99243	RAD OFFICE CONSULT NEW OR EST	\$160
99244	RAD OFFICE CONSULT NEW OR EST	\$337
99251	RAD INITIAL INPT CONS 20 MINS	\$75
99252	RAD INITIAL INPT HOSP 40 MINS	\$150
A4649	ZZ SURGICAL SUPPLY MISC	\$0
A9500	NM INJ SESTAMIBI CARDIOLITE	\$110
A9503	NM INJ TECH MDP	\$25
A9505	NM INJ THALLIUM PER MILLICURE	\$114
A9512	NM INJ TC99M TC04	\$20

A9516	NM INJ I123	\$60
A9521	NM INJ TECH 99 CERETEC	\$385
G020252	MA MAMMO SCREENING DIGITAL UNI	\$75
G0269	ZZ CLOSURE DEVICE	\$375
J0151	NM INJ ADENOSINE 90MG	\$1,181
J1885	ZZ TORADOL 60MG	\$8
PET	PET SCAN	\$0
Q9950	ZZ INJ LOCM 350-399MG/ML PER M	\$1
XXXXX	CT CALICUM SCORING	\$275

Exhibit "B"

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DEC 2009

WEEK	1	CALL	BMC CLL	BSC	DNL	SMK	KMS	SJL	NJC	TOM
SAT	11/28	SJL								
SUN	11/29	SJL								
MON	11/30	NJC		MAM	DO1	CVM	OPE	DO1	CLL	OPE
TUE	12/1	TOM		OPE	BMC	MAM	VMC	OPE	DO1	CLL
WED	12/2	DNL		MAM	CLL	DO1	OPE	DO1	OPE	DO1
THU	12/3	SJL			OPE	MAM	BMC	CLL	OPE	VMC
FRI	12/4	TOM	KMS		DO1	MAM	OPE	CVM	OPE	CLL
WEEK 2										
SAT	12/5	TOM	KMS	BSC	DNL	SMK	KMS	SJL	NJC	TOM
SUN	12/6	TOM	KMS							
MON	12/7	KMS			DO1	MAM	CLL	OPE	DO1	OPE
TUE	12/8	SMK		OPE	MAM	CLL	OPE	OPE	VMC	DO1
WED	12/9	TOM		MAM	DO1	OPE	DO1	DO1	OPE	CLL
THU	12/10	SMK		MAM	BMC	CLL	DO1	OPE	OPE	VMC
FRI	12/11	NJC		MAM	OPE	DO1	DO1	ADM	CLL	OPE
WEEK 3										
SAT	12/12	NJC		BSC	DNL	SMK	KMS	SJL	NJC	TOM
SUN	12/13	NJC								
MON	12/14	DNL		MAM	CLL	DO1	FLN	OPE	OPE	DO1
TUE	12/15	KMS		OPE	MAM	DO1	CLL	OPE	VMC	DO1
WED	12/16	TOM		MAM	DO1	OPE	OPE	DO1	OPE	CLL
THU	12/17	NJC		MAM	BMC	OPE	OPE	DO1	CLL	VMC
FRI	12/18	SMK			DO1	CLL	OPE	MAM	DO1	OPE
WEEK 4										
SAT	12/19	SMK		BSC	DNL	SMK	KMS	SJL	NJC	TOM
SUN	12/20	SMK								
MON	12/21	KMS		MAM	OPE	DO1	CLL	CME	DO1	OPE
TUE	12/22	DNL		MAM	CLL	OPE	VMC	CME	OPE	YER
WED	12/23	NJC			OPE	MAM	OPE	CME	CLL	CME
THU	12/24	SMK			MAM	CLL	OPE	CME	OPE	CME
FRI	12/25	KMS		HOL	HOL	HOL	CLL	HOL	HOL	HOL
WEEK 5										
SAT	12/26	KMS								
SUN	12/27	KMS								
MON	12/28	SMK		MAM	CME	CLL	OPE	OPE	CME	DO1
TUE	12/29	TOM			CME	OPE	OPE	MAM	CME	CLL
WED	12/30	SJL		MAM	CME	OPE	DO1	CLL	CME	OPE
THU	12/31	KMS			CME	MAM	CLL	OPE	CME	OPE
FRI	1/1	TOM		HOL	HOL	HOL	HOL	HOL	HOL	HOL
SAT	1/2	TOM								

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Exhibit "C"

Hours of Coverage

<u>Coverage</u>	<u>Hours</u>
<u>ON Site TCR Physicians Directly</u>	<u>Monday-Friday 8am to 5pm</u>
<u>Teleradiology</u>	<u>Monday-Thursday 5pm-8am</u>
<u>Teleradiology</u>	<u>Friday 5pm to Monday 8am</u>
<u>Teleradiology</u>	<u>Holidays</u>
<u>****Teleradiology is either provided by TCR or a Teleradiology Company</u>	

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

This Professional Services Agreement (this "Agreement"), dated as of May 1, 2013 is entered into by and between Northern Inyo Hospital Local Hospital District ("Hospital") and Alice Casey, M.D. ("Physician").

RECITALS

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

B. Physician is an individual duly licensed to practice medicine in the State of California, and practices medicine 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 her capacity as staff physician, Physician shall provide Hospital with the benefit of her direct patient care expertise and experience, and shall render those services necessary to enable Hospital to achieve its goals and objectives for the Clinic. The scope of services to be performed by Physician are described in Exhibit A attached hereto and incorporated by reference herein. Physician shall provide Hospital with patient medical record documentation of all direct patient care services rendered hereunder; such documentation shall be submitted to Hospital on an ongoing basis, and shall be in the form, and contain the information, requested by the Hospital such that a complete medical record can be assembled.
- 1.02 Limitation on Use of Space. No part of the Clinic's premises shall be used at any time by Physician as an office for the private practice of medicine or to see patients other than Clinic patients.

1.03 Covenants of Physician: Physician shall:

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

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

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

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

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

II. HOSPITAL RESPONSIBILITIES.

2.01 Hospital Services.

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

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

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

III. COMPENSATION.

- 3.01 Compensation. Hospital shall pay Physician \$40.00 per hour and \$37.50 per patient encounter for patients scheduled to be seen in the Clinic by Physician. Said sums are payable on the 20th day of the calendar month immediately following the service performed.
- 3.02 Malpractice Insurance. Physician agrees to secure her own malpractice insurance with limits and coverage's appropriate for the physician to provide services under this agreement.
- 3.03 Billing for Professional Services. Physician assigns to Clinic all claims, demands and rights of Physician to bill and collect for all professional services rendered to Clinic patients. Physician acknowledges that Clinic shall be solely responsible for billing and collecting for all professional services provided by Physician to Clinic patients at Clinic, and for managing all Clinic receivables and payables, including those related to Medicare and Medi-Cal beneficiaries. Physician shall not bill or collect for any services rendered to Clinic patients, and all Clinic receivables and billings shall be the sole and exclusive property of Clinic. In particular, any payments made pursuant to a payer agreement (including co-payments made by patients) shall constitute revenue of the Clinic. In the event payments are made to Physician pursuant to any payer agreement, Physician shall promptly remit the payments directly to Clinic.

IV. TERM AND TERMINATION.

4.01 Term. The term of this Agreement shall be for a period of two years beginning on May 1 2013 ("Effective Date"), and ending on the last day of the twenty-fourth month thereafter.

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

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

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

V. PROFESSIONAL STANDARDS.

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

5.02 Licensure and Standards. Physician shall:

- A. At all times be licensed to practice medicine in the State of California;
- B. Comply with all policies, bylaws, rules and regulations of Hospital and Clinic and its Medical Staff, including those related to documenting all advice to patients and proper sign-off of lab and X-ray reports;

- C. Be a member in good standing of the Active Medical Staff of the Hospital;
- D. Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of the Hospital;
- E. Participate in continuing education as necessary to maintain licensure and the current standard of practice; and
- F. Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations.

VI. RELATIONSHIP BETWEEN THE PARTIES.

6.01 Professional Relations.

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

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

VII. GENERAL PROVISIONS.

- 7.01 No Solicitation. Physician agrees that she will not, either directly or indirectly, during and after the term of this Agreement, call on, solicit or take away, or attempt to call on, solicit or take away any patients or patient groups with whom Physician dealt or became aware of as a result of Physician's past, present or future affiliation with Hospital and 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.
- 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: Alice Casey, M.D.
152 Pioneer Lane, Suite H
Bishop, CA 93514

- 7.10 Records. All files, charts and records, medical or otherwise, generated by a Medical Professional in connection with services furnished during the term of this Agreement are the property of Clinic. Physician agrees to maintain medical records according to Clinic policies and procedures and in accordance with community standards. Each party agrees to maintain the confidentiality of all records and materials in accordance with all applicable state and federal laws. Hospital agrees to permit Physician to have access during or after the term of the Agreement, to medical records generated by Physician if necessary in connection with claims, litigation, investigations, or treatment of patients.

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

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

PHYSICIAN

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

By _____
Alice Casey, MD

EXHIBIT A

POSITION DESCRIPTION

TITLE

Staff Physician

DEPARTMENT

Rural Health Clinic

POSITION SUMMARY

The Rural Health Clinic Staff Physician is a Member of the Northern Inyo Hospital Active Medical Staff and the Clinic multi disciplinary care team. 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.

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NORTHERN INYO HOSPITAL SCOPE OF SERVICES
Hours of Operation

MEDICAL SERVICES

(*24/7)

<u>Service</u>	<u>Where delivered</u>	<u>Service</u>	<u>Where delivered</u>
Alternate Birthing*	Perinatal	Pharmacy (3)	Pharmacy-Any unit
Cardiac Telemetry*	ICU	Physical Therapy (7)	PT-Any unit
Coronary Care*	ICU	Primary Care*	Rural Health Clinic
EKG (1)	EKG – any unit	Post Partum*	Perinatal
EEG (1)	EEG	Radiology (6)	
Geriatrics*	Any unit	Angiography	Radiology
Gynecology*	Perinatal-Med-surg	CT Scan	CT
Hematology*	Laboratory	Diagnostic Radiology	Radiology-Any unit
Intensive Care*	ICU	Fluoroscopy	Radiology-OR-ICU
Internal Medicine*	ICU – Med-surg	Mammography	Mammography
Laboratory, Clinical (2)	Laboratory – any unit	MRI	MRI
Laboratory, Pathology	Pathology	MR angiography	MRI
Newborn Nursery*	Perinatal	Ultrasound	Any unit
Nuclear Medicine	Nuclear Medicine	Respiratory Therapy (4)	RT - any unit
Obstetrics*	Perinatal	Social Services	Soc Svc (5)–any unit
Oncology/Chemotherapy	Outpatient-Med-surg - ICU	Sports Rehab Therapy (7)	Physical Therapy
Pediatrics*	Med-surg - ICU	Transfusion Therapy	Any unit
Swing Beds	Med-surg		

Medical Services Not Offered

Psychiatric
 Neonatal Intensive Care
 Acute or Chronic Rehabilitation
 Long-term Care (except Swing Beds)
 Transitional Care
 Alternative/Complementary Medicine

SURGICAL SERVICES

(Mon-Fri 6:30AM-3:30PM and ON-CALL)

<u>Service</u>	<u>Where delivered</u>	<u>Service</u>	<u>Where delivered</u>
Ambulatory Surgery	Surgery	Ophthalmology	Surgery
Anesthesiology	Surgery	Orthopaedics	Surgery
Endoscopy	Surgery	Outpatient Surgery	Surgery
General Surgery	Surgery	Pediatrics	Surgery
Gynecology	Surgery	Podiatry	Surgery
Laparoscopy	Surgery	Thoracic (emergency only)	Surgery
Lithotripsy	Surgery	Urology	Surgery
Obstetrics	Surgery – Birthing room	Vascular	Surgery

Surgical Services Not Offered

Open Heart
 Thoracic
 Vascular
 Neurosurgery

Reconstructive

1. Electrocardiography Department – M-TH 6-4:30PM, Fri 730-3:30PM, On-Call all other times

- EKG
- EEG
- ECHO
- Stress treadmill
- Nuclear Treadmill
- Event Recorder

2. Laboratory Services – Mon-Sun 24 hours (with on Call)

- Chemistry
- Microbiology
- Blood bank
- Hematology
- Courier Service
- Urine drug screen collection
- Home Draws

3. Pharmacy Services Offered – Mon-Sun 24 hours coverage (includes remote coverage 1700-0700)

- Inpatient and outpatient unit-dose drug distribution
- Inpatient and outpatient I.V. additive service
- Inpatient and outpatient drug interaction screening
- Inpatient and outpatient chemotherapy
- Inpatient and outpatient drug appropriateness screening
- Inpatient and outpatient renal dosing protocols
- Inpatient pharmacokinetic dosing
- Inpatient total parenteral nutrition monitoring
- Inpatient programming of PCA pumps
- Staff education

Services NOT Offered -

- Outpatient prescription service
- Take-home prescription service
- Outpatient compounding service
- Outpatient Disease State Management Clinics
- Home IV service
- Investigational drug protocols
- Poison control information service

4. Respiratory Therapy – Mon-Sun 24 hours

- Complete Pulmonary Function Studies
- Arterial Blood Gases
- Mechanical Ventilation
- BIPAP / CPAP
- Asthma / COPD Management
- Chest Physical Therapy
- Lung Expansion
- Oxygen Therapy

Services NOT offered

- Sleep Studies
- Pulmonary Rehab
- Home Care
- Metabolic Studies

5. Social Services – Mon-Fri 8-4:00PM, On-Call all other times

Psychosocial assessment of ADL(Activities of Daily Living) and IADL(Independent Activities of Daily Living)
Discharge Planning: home, assisted living, skilled nursing and step-down rehabilitation facilities
Coordination with community agencies and resources
Education & assistance with Advanced Health Care Directives and Patients Rights
Education – NIH staff and community
Crisis intervention and support
Grief counseling
Participation in NIH and community agency multi-disciplinary teams
Community resources and referrals
Financial assistance
Coordination of Limited English Proficiency services
Training and supervision of Relief Social Worker
Patient and family support
Mini-Mental Status Exams
Lost & found items
POLST and Advance Directive Counseling

6. Radiology – Services Offered

X-Ray - Mon-Sun 7AM-11:00PM, On-call all other hours

Inpatient
Outpatient
Angiography
CT Scan
Diagnostic Radiology
Fluoroscopy
Mammography
MRI, MR Angiography
Ultrasound

MRI – Mon-Fri 7AM-6:00PM, On-call all other hours

Nuclear Medicine (Diagnostic) – Mon-Fri 7AM-6:00PM, On-call all other hours

Services Not Offered

Radiation Oncology
Cardiac Catheterization

7. Physical Therapy – Mon-Fri 6:30AM-5:00PM

Sports Rehab Therapy
General Rehab Assessment and Treatment (prescribed)

END