Northern Inyo County Local Hospital District

Board of Directors Regular Meeting

Wednesday September 18, 2013; 5:30pm

Board Room
Birch Street Annex
2957 Birch Street, Bishop CA

AGENDA

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT
BOARD OF DIRECTORS MEETING

September 18, 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.
3. 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).
4. Return to open session, and report of any action taken in closed session.
5. Approval of Affiliation Agreement with Renown Hospital (*action item*).

Consent Agenda

6. Policy and Procedure manual annual approvals (*action item*):
   1. Anesthesia
   2. Central Supply
   3. Dietary
   4. EKG
   5. Emergency Room
   6. Employee Health
   7. Environmental Services
   8. Exposure, Blood borne Pathogens
   9. ICU Unit
   10. Infection Control
   11. Laboratory Manual
   12. Language Services
   13. Mammography & MSQA
   14. Med-Surg Unit
   15. MRI Safety
   16. Nuclear Medicine
   17. Nursing Administration
   18. OB Unit
   19. Outpatient Unit
   20. PACU Unit
   21. Pediatric Unit
   22. Pharmacy
   23. Physical Therapy
   24. Pulmonary Function
   25. Radiology
   26. Radiation Safety
   27. Respiratory Therapy
   28. Rural Health Clinic
   29. Safety
   30. Social Services
   31. Staff Development
   32. Standby Kitchen
   33. Surgical Services Unit
   34. Surgery Lithotripsy Service
   35. Utilization Review

7. Approval of the minutes of the July 17, 2013 regular meeting (*action item*).
8. Security report for June 2013 (*information item*).
9. Approval of Hospitalist Agreement with Mark McDowell, M.D. (*action item*).
10. Approval of Hospitalist Agreement with Shawn Rosen, M.D. (*action item*).
11. Hospitalist Director Agreement with Tom Boo, M.D. (*action item*).

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12. Administrator's Report; John Halfen.
    A. Physician Recruiting Update
    B. NRACO Update
    C. Beta Healthcare Credit
13. Chief of Staff Report; Taema Weiss, M.D.
    A. Medical Staff appointments and privileging (*action items*):
        a. Sierra Bourne, M.D., Emergency Medicine
        b. Joy Engblade, M.D., Internal Medicine/Hospitalist
        c. Anne Gasior, M.D., Family Medicine/Hospitalist
        d. Kristina Jong, M.D., Radiologist/Breast Imaging Sub-Specialist
        e. Shawn Rosen, M.D., Internal Medicine/Hospitalist
    B. Approval of Ellen Roza, P.A. to function under the approved NIH protocol *Physician Assistant in the Operating Room* and according to the *Delegations of Services Agreement* with supervising physician Mark K. Robinson, M.D. (*action item*).
    C. Acceptance of the resignation of Shiva Shabnam, M.D. (*action item*).
    D. Policy and Procedure Approvals (*action items):*
        1. *Reporting Vaccine Adverse Events*
        2. *Cytology Workload*
        3. *Haloperidol Usage*
        4. *Timing of Medication Administration*
        5. *Intravenous Medication Policy*
14. Old Business
    A. Chief Executive Officer Search Committee update (*information item*).
15. New Business
    A. No Smoking signs for the NIH Healing Garden (*action item*).
    B. Ratification of purchase of a Puritan Bennett 840 Ventilator for the Respiratory Therapy Department (*action item*).

C. Approval of Private Practice Physician Income Guarantee and Practice Management Agreement and Relocation Expense Agreement with Joy Engblade, M.D. (*action item*).

D. Approval of Private Practice Physician Income Guarantee and Practice Management Agreement with Shawn Rosen, M.D. (*action item*).

E. Employee discount policy (*action item*).

F. Approval of donation plaque for Hospital lobby (*action item*).

G. Tahoe Carson Radiology request for additional credentialing of physicians (*action item*).

H. Tahoe Carson Radiology contract change (*action item*).

I. Review of Northern Inyo Hospital Job Protected Leave Policy Recommendations from the Personnel/Payroll Advisory Committee (PPAC) (*possible action item*).

J. Personnel Policy amendment regarding Employee Assistance (*action item*).

K. Hospital wide Policy and Procedure approval, *Password Policy* (*action item*).

L. Hospital wide Policy and Procedure approval, *Device Encryption Policy* (*action item*).

M. Hospital wide Policy and Procedure approval, *Communicating Protected Health Information Via Electronic Mail (Email)* (*action item*).

N. Discussion and Approval of Pension Plan for new employees, response to PEPRA (*action item*).

16. Reports from Board members on items of interest.

17. Opportunity for members of the public to comment on any items on this Agenda, and/or on any items of interest.

18. Adjournment to closed session to:

A. Confer with legal counsel regarding pending litigation based on stop notice filed by Strocal, Inc. (Government Code Sections 910 et seq., 54956.9).

B. Confer with legal counsel regarding significant exposure of litigation (Subdivision (b) of Government Code Section 54956.9(b)(3)(A)).

C. Confer with legal counsel regarding a 2nd significant exposure of litigation (Subdivision (b) of Government Code Section 54956.9(b)(3)(A)).

D. Consider the employment of a public employee, to wit: Administrator/Chief Executive Officer (pursuant to Government Code Section 54957).

E. Confer with legal counsel regarding a claim filed by Tami Matteson against Northern Inyo County Local Hospital District. This portion of the closed session is authorized by Government Code Section 54956.9(a).

19. Return to open session, and report of any action taken in closed session.
20. Opportunity for members of the public to address the Board of Directors on items of interest.
21. Adjournment.

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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 Denise Hayden, Secretary Peter Watercott, Member
ABSENT	D. Scott Clark, M.D., Treasurer
ALSO PRESENT FOR RELEVANT PORTIONS	Leo Freis, Chief Operations Officer
OPPORTUNITY FOR PUBLIC COMMENT	Doctor Ungersma asked if any members of the public wished to comment on any items listed on the agenda for this meeting, or on any items of interest. No comments were heard.
CONSENT AGENDA	The proposed consent agenda for this meeting contained the following items: 1. Approval of the minutes of the June 19, 2013 regular meeting (*action item*). 2. Security report for May 2013 (*information item*). 3. Financial and Statistical Reports for the month of May 2013; John Halfen (*action item*). It was moved by Peter Watercott, seconded by Denise Hayden, and passed to approve the proposed consent agenda items as presented.
ADMINISTRATOR'S REPORT	
PHYSICIAN RECRUITING UPDATE	Mr. Halfen reported that Orthopedic surgeon Richard Meredick, M.D. has confirmed his intent to relocate to this area and join the Northern Inyo Hospital (NIH) Medical Staff around the 1st of November 2013. He additionally stated that the hospital will retain the services of a locums (temporary) general surgeon to provide coverage during physician absences in the month of July. He also stated that two internal medicine physicians are expected to join the practice of Doctors Hathaway, Kamei, and Englesby, and they will be a very welcome addition to our medical community. Anne Gasior, M.D. will also return to this area to join the staff of the NIH Rural Health Clinic during the month of August.
ULTRA MARATHON PROCEEDS	Bishop High Sierra Ultra Marathon race director Marie Boyd, R.N. was present to report that the 20th annual Ultra Marathon was once again a tremendous success. She stated that the race has raised more than $120,000 in proceeds for the NIH Foundation over the last 20 years, and that this year over 300 runners participated in the event. Ms. Boyd is stepping down as race director after 20 years of service, and it is her hope that the Foundation will be able to find a willing and capable replacement

to run the event. The District Board and Hospital Administration expressed their profound gratitude to Ms. Boyd for her countless hours of selfless dedication to the Ultra Marathon, stating it will be difficult to find a race director worthy of "filling her running shoes".

HOSPITAL DEPARTMENT OF THE MONTH

Mr. Halfen reported that this month the Hospital "Department of the Month" is the NIH Auxiliary, in recognition of the group's tireless efforts and countless hours of time spent in support of the Hospital District. In the last year alone, the Auxiliary has raised over $44,000 to help offset the cost of the new (life-saving) Automated Breast Ultrasound machine.

ACO UPDATE

Mr. Halfen informed the Board that he expects to sign a National Rural Accountable Care Organization (NRACO) agreement in the next couple of days. Many ACO unknowns still remain, but at this time it appears that it will be in the Districts' best interest to align with the NRACO. Mr. Halfen additionally stated that the District will probably end up entering into agreements with two Health Information Exchanges (HIE's) and that one of them will be Healthy HIE Nevada.

RENOWN HOSPITAL UPDATE

Mr. Halfen also stated that Renown Hospital now proposes entering into an affiliation agreement with NIH, rather than a hospital management agreement. He will continue to update the Board on future discussions or developments with Renown.

CHIEF OF STAFF REPORT

Chief of Staff Taema Weiss, M.D. reported that there was no Medical Staff news of significance to report at this meeting.

PPAC COMMITTEE GUIDELINES REVISION

Human Resources Director Georgan Stottlemyre called attention to proposed revisions to the Personnel/Payroll Advisory Committee (PPAC) Guidelines of Northern Inyo Hospital. The proposed changes consist of minor wording changes; a change to the manner in which meetings may be called; a requirement that PPAC Committee members attend a minimum of fifty percent (50%) of scheduled meetings; changes to the specifications for Committee agendas; and a deletion of wording regarding meeting minutes being posted in draft form. It was moved by Mr. Watercott, seconded by Ms. Hubbard, and passed to approve the proposed changes to the PPAC Guidelines as requested.

CALFIRST LEASE AGREEMENT

Mr. Halfen called attention to a proposed *Master Lease Agreement* with California First National Bank (CalFirst), which would establish a $1,000,000.00 line of credit for the leasing of hospital equipment. A Letter Of Intent (LOI) with CalFirst was approved at the last meeting of the District Board, and this agreement constitutes the actual paperwork for the deal. Mr. Halfen noted that CalFirst offers an interest rate lower than the current industry standard, and also that District Legal Counsel has reviewed the agreement and has no objection to its' contents. It was moved by Ms. Hayden, seconded by Mr. Watercott, and passed to

approve the proposed *Lease Agreement* with California First National Bank as requested.

MEDICAL RECORDS POLICY & PROCEDURE APPROVALS

Medical Records Department Manager Kelli Huntsinger called attention to the following list of policies and procedures, which would establish additional guidelines regarding the safe handling of protected health information and the release of patient records:

1. *Communicating Protected Health Information via Electronic Mail (Email)*
2. *Minimum Necessary Access, Use and Disclosure of Protected Health Information (PHI)*
3. *Using and Disclosing Protected Health Information for Treatment, Payment, and Health Care Operations*
4. *Disclosures of Protected Health Information Over the Telephone*

Following review of the information provided, it was moved by Ms. Hubbard, seconded by Ms. Hayden, and passed to approve all four hospital wide policies and procedures as presented.

REVISION OF PATIENT CONDITIONS OF ADMISSIONS (COA)

Mr. Halfen called attention to proposed additions to the hospitals' patient Conditions Of Admissions (COA) paperwork regarding the photography of hospital patients. The proposed wording includes a statement that in order to protect confidential patient information and ensure privacy, patient and visitor use of recording devices such as cameras (including cell phone cameras), video recorders, audio recorders, or any other type of equipment used to capture or record images and/or sound is prohibited on the hospital premises, with the exception of the labor, delivery, and obstetrics area. Specifications regarding photography in the labor, delivery, and obstetrics area are also spelled out in the revised COA. Following discussion of the proposed wording a one-word addition was made to the specifications for labor and delivery photography. It was then moved by Mr. Watercott, seconded by Ms. Hayden, and passed to approve the revisions to the patient COA as requested, including the change in wording.

NIH AUXILIARY ANNUAL REPORT

Mr. Halfen called attention to the NIH Auxiliary year-end report for June 2012 through May 2013. He again stated that the Auxiliary has worked tirelessly in support of Northern Inyo Hospital, and has raised a remarkable amount of money to help purchase life-saving equipment for the residents of the Hospital District.

EASTERN SIERRA HOSPITAL MUTUAL AID NETWORK MOU

Mr. Halfen then called attention to a proposed Memorandum of Understanding (MOU) of the Eastern Sierra Hospital Mutual Aid Network, which establishes a Health Care Coalition between Northern Inyo Hospital, Southern Inyo Hospital, and Mammoth Hospital. The agreement is a requirement for participation in hospital preparedness federal grants, and it spells out specifics for cooperation between the three hospitals in order to provide mutual aid response in the event of an

emergency or disaster. Following review of the information provided it was moved by Ms. Hubbard, seconded by Mr. Watercott, and passed to approve the Eastern Sierra Hospital MOU as requested.

INCOME GUARANTEE AND PRACTICE MANAGEMENT AGREEMENT, AND RELOCATION EXPENSE AGREEMENT FOR RICH MEREDICK, M.D.

Mr. Halfen called attention to a proposed *Private Practice Physician Income Guarantee and Practice Management Agreement*; and a *Relocation Expense Agreement* for orthopedic surgeon Richard Meredick, M.D.. Mr. Halfen explained that the income guarantee agreement is somewhat "non-standard" compared to most of our physician agreements, due to the fact that the compensation is figured at 58% of the industry standard, rather than the 50% that is typically offered. Mr. Halfen feels that 58% is acceptable in order to help fill the need for orthopedic services for area residents. Following review of the information provided, it was moved by Mr. Watercott, seconded by Ms. Hubbard, and passed to approve both proposed agreements with orthopedic surgeon Richard Meredick, M.D. as presented.

PARTICIPATING PROVIDER AGREEMENT, CALIFORNIA WELLNESS HEALTH PLAN

Mr. Halfen called attention to a proposed *Participating Provider Agreement* with Celtic Insurance, which is part of the *California Wellness Health Plan* for Managed MediCal. He explained that Celtic is one of two managed MediCal providers that the State has assigned to operate in Inyo County, and the Hospital needs to enter into an agreement with them in order to avoid receiving a lower reimbursement rate for MediCal services. The other provider, Anthem Blue Cross, is also currently involved in rate negotiations with NIH, and it is expected that we will come to an agreement with them in the near future as well. Following review of the information provided it was moved by Mr. Watercott, seconded by Ms. Hubbard, and passed to approve the *Participating Provider Agreement* with Celtic Insurance as requested.

SHARED SAVINGS PARTICIPATION WITH NATIONAL RURAL ACO CORPORATION

Mr. Halfen then called attention to a proposed *Shared Savings Participation Agreement* with National Rural ACO Corporation (NRACO), as discussed previously during this meeting. He explained that we are not required to enter into this agreement, but if we do not 95 percent of our Medicare and Medicaid patients will likely be assigned to Renown Hospital in Reno for services. After scrupulous review of all of the available options, it appears to be in the best interest of the Hospital District and area residents to enter into an agreement with NRACO. This decision is time sensitive, so Mr. Halfen requests approval of the agreement at this meeting, which is the last regular meeting to be held prior to the deadline to enroll. He also noted that he is negotiating with NRACO to add a 120 day withdrawal clause to the District's agreement, so we can withdraw in a reasonable amount of time if we choose to do so. Mr. Halfen intends to make sure that the withdrawal clause is added before he signs the actual agreement. He additionally noted that once the agreement is signed, he plans to enroll only the Rural Health Clinic (RHC) providers in the program. Following review and discussion of the

information provided, it was moved by Mr. Watercott, seconded by Ms. Hubbard, and passed to grant Mr. Halfen authorization to sign the agreement with the NRACO as requested. District Legal Counsel

Douglas Buchanan noted that this agreement must actually be signed by the District Board President, rather than by the Administrator.

CEO SEARCH COMMITTEE REPORT

Doctor Ungersma reported that he has been in contact with our Chief Executive Officer (CEO) recruiter Don Whiteside, who is optimistic about the amount of interest being shown in the position. Mr. Whiteside feels that we will have a good number of eligible CEO candidates, and he has begun face-to-face interviews with some of the interested parties. Mr. Whiteside plans to return for the September meeting of the District Board in order to provide a further update.

BOARD MEMBER REPORTS

Doctor Ungersma asked if any members of the Board of Directors wished to report on any items of interest. No reports were heard.

OPPORTUNITY FOR PUBLIC COMMENT

Doctor Ungersma again 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. Asao Kamei M.D. commented that he is excited about the prospect of Doctors Shawn Rosen and Joy Engblade joining his practice, stating that it looks very promising that they will both actually come. Doctor Rosen has business skills that will also be a tremendous asset to the practice, and both physicians are interested in helping out with hospitalist rotations as well.

CLOSED SESSION

At 6:42p.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 Section 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. Consider the employment of a public employee, to wit: Administrator/Chief Executive Officer (pursuant to Government Code Section 54957).

RETURN TO OPEN SESSION AND REPORT OF ACTION TAKEN

At 8:14p.m. the meeting returned to open session. Doctor Ungersma reported that the Board took no reportable action.

OPPORTUNITY FOR

Doctor Ungersma again asked if any members of the public wished to

PUBLIC COMMENT — address the Board of Directors on any items of interest. Mr. Watercott commented that the Board might consider holding a special meeting in order to further discuss the results of the recent Employee Satisfaction Assessment conducted by Ms. Vicki Bauer.

ADJOURNMENT — The meeting was adjourned at 8:22p.m..

John Ungersma, M.D., President

Attest:

Denise Hayden, Secretary

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NORTHERN INYO HOSPITAL

SECURITY REPORT

JUNE 2013

FACILITY SECURITY

Access security during this period revealed twenty one exterior doors found unsecure during those times when doors were to be secured. No interior doors were found unsecure during this period.

Old Hospital roof access was found unsecure twice during this period.

One Hospital Vehicle was found open this month.

ALARMS

On June 3rd, an RHC entry alarm was activated. It was determined to be employee error.

On June 7th, a HUGS Alarm activated as the result of a loose Tag.

On June 9th, a HUGS Alarm activated as the result of a loose Tag.

On June 10th, a HUGS Alarm activated as a result of an application error.

On June 14th a HUGS Alarm activated as the result of a loose Tag.

On June 21st, a HUGS Alarm activated as a result of an application error.

On June 26th, a HUGS Alarm activated as a result of an application error.

HUMAN SECURITY

On June 15th, Security Staff and EMS Personnel stood by with an uncooperative and disruptive patient in the ED.

On June 22nd, an intoxicated and uncooperative patient presented to the ED. Security Staff stood by throughout treatment and until discharge of the patient to sober friends.

On June 22nd, Security Staff located a mildly intoxicated individual sitting in the Healing Garden. After determining the subject did not need medical care the subject was asked to leave Campus. The subject complied.

On June 23rd, an ED Patient eloped prior to completion of treatment. This patient has a history of drug seeking. Campus was checked and the Patient was not located.

On June 27th, EMS presented to the ED with a combative and uncooperative elderly patient. Security stayed with the patient until sedated and calm.

On June 27th, Security Staff located a transient subject loitering about Campus. After it was determined the subject had no need for medical treatment he was asked to leave Campus.

Security Staff provided Law Enforcement assistance on eleven occasions this month.

Security Staff provided assistance with four suspected 5150's this month.

Security Staff proved thirty two patient assists this month.

EOC REPORTING INFORMATION

	JUNE 2013	YEAR TO DATE
FIRE DOORS / OPEN OR PROPPED	0	0
TRESPASSING	2	7
VANDALISM	0	0
DISORDERLY CONDUCT		
BY PATIENT	3	33
BY OTHERS	0	0
SUSPICIOUS ACTIONS		
PERSONS	2	6
VEHICLES	0	0
PERSONAL PROPERTY		
DAMAGE	0	0
LOSS	0	1
HOSPITAL PROPERTY		
DAMAGE	0	0
LOSS	0	0

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PHYSICIAN HOSPITALIST AGREEMENT

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

PART I
RECITALS

1. District is the owner and operator of Northern Inyo Hospital located in Bishop, California. As a community service, District conducts a Hospitalist Service, hereinafter referred to as "Service", to serve the members of the community and other persons who may require immediate medical and/or hospital service.

2. Physician is duly licensed under the laws of the State of California, and has experience in providing primary and intensive patient care.

3. District has concluded that engaging Physician is the most desirable course of action considering both the cost and quality of service, as compared to other arrangements and providers available to the District.

4. The parties desire to enter into this agreement in order to provide a full statement of their respective responsibilities in connection with the operation of the physician hospitalist services at Northern Inyo Hospital.

PART II
AGREEMENTS

1. Space. District shall make available for the use of Physician during the term hereof and during the hours hereinafter specified, the space that is now or may be hereafter occupied by the Service. District shall also provide Physician an appropriately furnished room in which he/she may rest when his/her services are not otherwise required, together with meals while he is on duty. In addition, Physician will be provided with office space suitable for the administration of the Service.

2. Equipment and Supplies. District shall provide, at its own expense, for the use of Physician, all necessary expendable and non-expendable medical equipment, drugs, supplies, furniture and fixtures as are necessary for the efficient operation of the Service. District shall

consult with Physician regarding decisions that affect the selection and furnishing of particular facilities, equipment and supplies.

3. **Maintenance**. District shall maintain and repair all equipment and shall provide utilities and services such as heat, water, electricity, telephone service, laundry and janitorial service.

4. **Physician Services.** In order to provide quality Hospitalist care on a prompt and continuing basis, available at all times at Hospital to the community, Physician agrees to provide the professional services of duly licensed Physician in the Service 24 hours a day, seven days a week on a scheduled weekly basis (rotation). Said services are delineated, but are not limited to, on Schedule A of this agreement.

Physician shall respond to in-house emergencies in the same manner as other members of the Medical Staff, and shall make pronouncements of death when attending Physician is not immediately available.

Physician may be granted limited admitting privileges for patients without a private physician. Procedures, rules and regulations with respect to such privileges, and the obligations of Physician to make referrals to the "on-call" panel and other Physicians and other matters related thereto, shall be as set forth in the Medical Staff-By-Laws, rules and regulations or as otherwise determined by the Medical Staff Executive Committee or the Hospitalist Service Committee if any with the approval of the Board of Directors.

5. **Standards**. It is understood and agreed that the standards of professional practice and duties of Physician shall from time to time be set by the Medical Staff of Hospital, and Physician shall abide by the by-laws, rules and regulations of the Medical Staff and Hospital policies. Further, Physician shall cause the Service to comply with those standards and requirements of the Joint Commission and the California Medical Association, which relate to the Service over which Physician has control.

5. **Personnel**. District shall provide the services of licensed registered and vocational nurses and other non-physician technicians and assistants necessary for the efficient operation of the Service. Normal direction and control of such personnel for professional medical matters shall rest with Physician. The selection and retention of all non-physician personnel is the responsibility of District.

7. District and Government Authorities. Physician, in connection with the operation and conduct of the Service, shall comply with all applicable provisions of law, and other valid rules and regulations of the District's Board of Directors, its organized Medical Staff and all governmental agencies having jurisdiction over: (i) the operation of the District and services; (ii) the licensing of health care practitioners; (iii) and the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care at the District, including but not limited to rules and regulations promulgated with respect to the transfer of patients from the Hospitalist Service.

8. Independent Contractor. No relationship of employer or employee is created by this Agreement, it being understood that Physician will act hereunder as independent contractor, and that the Physician shall not have any claim under this Agreement or otherwise against District for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation benefits, or employee benefits of any kind; that District shall neither have not exercise any control or direction over the methods by which physicians shall perform their work and functions, which at all times shall be in strict accordance with currently approved methods and practices in their field; and that the sole interest of District is to ensure that said Hospitalist service shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with the standards required by the Medical Staff of District. Physician is allowed to work for or have a private practice while providing services for Northern Inyo County Local Hospital District.

9. Compensation. Physician shall receive $8300 for each full rotation worked, and shall further receive compensation for production and efficiency according to the scale set out on Schedule B to this Agreement.

10. Daily Memoranda and Billing. District agrees to act as Physician's designated billing and collection agent. Physicians shall file with the Business Office of District periodic memoranda on forms agreed upon between the parties, covering services performed at the fees herein above mentioned and shall and does hereby assign the collection of said charges to District. Hospital's charges to the patient shall be separate and distinct from the charges by Physician; however, patient may be sent a billing, which may include a combined Hospital and Physician's charge. If the patient's billing includes such a combined charge, it must be clearly indicated that the charge includes Physician's professional component and that District is acting as billing agent for Physician. Physician agrees to participate in all compliance efforts of Hospital.

Within 10 days of the receipt of an invoice or request for funding from the physician, the District shall present to Physician a check representing the payment for services rendered in the preceding month. Payments will be made on a monthly basis. Monthly payments shall be made by the Hospital to Physician before the 15th day of the month after which services are rendered.

Payment of all sums under this part shall be made to Physician at the following address:

Shawn Rosen, MD
152 Pioneer Lane
Bishop, CA 93514

11. Liability Insurance. Hospital agrees to procure and maintain, throughout the term of this Agreement, a policy of professional liability (malpractice) insurance coverage with limits of at least $1,000,000 for any one occurrence, and $3,000,000 annual aggregate coverage per subcontracting physician. Physician agrees to cooperate with the District in connection with the purchase and maintenance of such coverage.

12. Not Exclusive. It is specifically agreed and understood that Physician shall not be required to, nor is it anticipated, that Physician will devote full time to District, it being understood that Physician may have additional enterprises and other Hospitalist or other service agreements.

13. Assignment. Physician shall not assign, sell or transfer this Agreement or any interest therein without the consent of the District in writing first had and obtained. Notwithstanding any of the foregoing, it is understood and agreed that, in the event that Physician forms an alternative professional organization, duly authorized under the laws of this State to practice medicine, said alternative professional organization may be substituted in the place of Physician, with all of the rights and subject to all of the obligations of Physician under the terms of this Agreement. Said substitution shall be effected upon Physician giving written notice to District.

14. Term. The term of this Agreement shall be from 9/1/2013 thru12/31/2013.

In addition, Hospital may terminate this Agreement and all rights of Physician hereunder, without notice, immediately upon the occurrence of any of the following events:

1. Upon the failure of Physician to provide the services required to be provided by Physician for a period in excess of one (1) hour unless other acceptable coverage is arranged.

2. Upon a determination by a majority of Hospital's Board of Directors, after consultation with; the Executive Committee of the Medical Staff, that Physician, or any physician provided by Physician have been guilty of professional incompetence, have failed to maintain the Service in a manner consistent with the highest standards maintained for the operation of the Service in comparable hospitals, or are otherwise bringing discredit upon the Hospital or its Medical Staff in the community.

3. Immediately upon the appointment of a receiver of Physician's assets, as assignment by Physician for the benefit of its creditors or any action taken or suffered by Physician (with respect to Physician) under any bankruptcy or insolvency act.

4. Upon Physician's failure to maintain membership on the Active Medical Staff of Northern Inyo Hospital.

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

16. Attorney's Fees. In the event that suit is brought regarding the provisions of this Agreement or the enforcement thereof, the prevailing party shall be awarded its cost of suit and reasonable attorney's fees as a part of any Judgment rendered therein.

17. Liquidated Damages. The parties agree and acknowledge that, should Physician fail to fulfill the terms of this Agreement, it would be extremely difficult and/or impracticable to fix the actual amount of damage suffered by the District and therefore agree that, should Physician breach the Agreement as described herein, he/she shall pay the District the sum of $2,500 for each day, or part of a day, in which he/she is in breach as liquidated damages.

18. Binding Arbitration. Notwithstanding every other provision of this Agreement, any controversy or claim on the issues of whether Physician is in breach of this Agreement for failure to provide services and/or the total amount of liquidated damages incurred, shall be settled by arbitration before the Medical Executive Committee of Northern Inyo Hospital. The decision of the Medical Executive Committee shall be binding.

19. Medical Records. Physician shall in a timely manner, prior to the billing process, prepare and maintain complete and legible medical records, which accurately document the professional service and medical necessity of all services rendered, for each patient who is treated at the Service. Such medical records shall be the property of Hospital; however, Physician shall have access to and may photocopy relevant documents and records, within the restrictions of the law, upon giving reasonable notice to Hospital.

20. Accounts and Records. Physician agrees to maintain books, records, documents, and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement to the extent and in such detail as will properly reflect all net costs direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever

nature for which payment or reimbursement is claimed. The Authorized Federal Office shall have access for the purpose of audit and examination to any books, documents, papers, and records of Physician, which are pertinent to this Agreement, at all reasonable times during the period of retention provided for in the following paragraph.

Physician shall preserve all pertinent records and books of accounts related to this contract in the possession of Physician for a period of four (4) years after the end of the contract period. Physician agrees to transfer to District upon termination of this Agreement any records which possess long-term value to District beyond four (4) years.

Physician shall include a clause providing similar access in any subcontract with a value or cost of $10,000 or more over a twelve-month period when the subcontract is with a related organization.

21. Notices. The notices required by this Agreement shall be effective if mailed, postage prepaid as follows:

(a) To District at: 150 Pioneer Lane
Bishop, California 93514

(b) To Physician at: 152 Pioneer Lane
Bishop, Ca. 93514

22. Gender and Number. The singular shall be construed as the plural, the plural the singular, masculine as feminine and feminine as masculine, according to the context of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Hospitalist Care Agreement at Bishop, California on _____.

DISTRICT:

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

BY_____
John Ungersma, ND, President
Board of Directors
Northern Inyo County Local Hospital District

PHYSICIAN:

BY_____
Shawn Rosen, MD

SCHEDULE A

1. Admit Patients as needed.
2. Round on in-patients as needed.
3. Assist with transfers as requested.
4. Complete charts as needed.
5. Record histories and physicals as needed.
6. Participate in the development of the hospital information system's computerized physician order entry module.

SCHEDULE B

1. $50.00 PER DISCHARGE (NOT BETWEEN INPATIENT UNITS) PER ROTATION IN EXCESS OF 15 DISCHARGES.
2. $30 PER HOUR OF ON SITE COVERAGE IN EXCESS OF 60 HOURS
3. $30.00 PER HOUR FOR ONSITE SERVICE FOR PREMIUM HOURS DEFINED AS 12AM (MIDNIGHT) UNTIL 6AM.

NORTHERN INYO HOSPITAL

PHYSICIAN HOSPITALIST AGREEMENT

ATTACHMENT A

HOSPITALIST WEEKLY TIME SHEET
WEEK ENDING:_____

HOURS:

Sat.	Sun.	Mon.	Tues.	Weds.	Thurs.	Fri.	Total	Amount over 60
								$ -

PREMIUM HOURS (12 a.m. to 6 a.m.) :

Sat.	Sun.	Mon.	Tues.	Weds.	Thurs.	Fri.	Total	Hours @ $30
								$ -

DISCHARGES (Including Transfers):

Sat.	Sun.	Mon.	Tues.	Weds.	Thurs.	Fri.	Total	Discharge over 15
								$ -

ATTACHMENT B

Medicare Allocation and Time Records

A. District and Physician agree to maintain a written allocation agreement in accordance with the applicable Medicare regulations in effect specifying reasonable estimates of the time Physician 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. Physician agrees to maintain adequate time records in order to substantiate the aforementioned allocation agreement. Maintenance of said time records shall not imply any employer/employee relationship between District and Pathologist.

C. Physician 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 Physician the parties shall execute, or cause to be executed, a new allocation agreement that reflects the actual time records.

D. Completion of Medicare "Time Studies" (Attachment A) as required.

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NORTHERN INYO HOSPITAL
AGREEMENT FOR SERVICES OF
MEDICAL DIRECTOR OF HOSPITALIST PROGRAM

THIS AGREEMENT MADE AND ENTERED INTO this 16th day of September, 2013, by and between NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT (hereinafter "Hospital") and Thomas Boo, M.D. (hereinafter "Physician").

I
RECITALS

A. Hospital is located at 150 Pioneer Lane, Bishop, California, and operates therein a service designated as the Hospitalist Service.

B. Physician is a sole practitioner licensed to practice medicine in the State of California, and is certified by the American Board of Family Practice. Physician has represented, and does represent, to the Hospital that, on the basis of his training or experience, he is knowledgeable in the management of physicians and the requirements of managing a Hospitalist Service.

C. Hospital desires to contract with Physician to provide professional management of a Hospitalist Service.

D. The parties desire to enter this Agreement to provide a complete statement of their respective duties and obligations.

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

II
COVENANTS OF PHYSICIAN

I. Physician shall perform the following services:

a. Be available as a paid physician to provide full time management of a Hospitalist Service as described in Exhibit A.

b. In his role as Medical Director, may read or review any chart generated by the Hospitalist Service.

c. Make recommendations to appropriate members of the Hospital Medical Staff, Hospital administration, and the Hospital staff, as well as any credentialing agency whose approval the Hospital aspires to attain with respect to policies and procedures of the Hospitalist Service.

d. Participate in retrospective evaluation of care provided by the Hospitalist Service.

e. Insure that the Service is operated in accordance with all the rules and regulations as may be promulgated by any State, Federal, or local jurisdiction; and in accordance with Medical Staff Bylaws, rules, and regulations; as well as any credentialing agency that the Hospital aspires to attain.

2. Comply with the policies, rules, and regulations of the Hospital, subject to State and federal statutes the Service. No part of the Hospital premises shall be used, at any time, by Physician for the general practice of medicine except during the exercise of privileges granted Physician as a member of the Hospital Medical Staff.

3. Maintain books, records, documents, and of this 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 of this costs and expenses of whatever nature, for which he may claim payment or reimbursement from the Hospital. Physician acknowledges and agrees that any federal office authorized by law shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of Physician which are relevant to this Agreement, at all reasonable times for a period of four (4) years following the termination of this Agreement, during which period Physician shall preserve and maintain said books, documents, papers and records. Physician further agrees to transfer to the Hospital, upon termination of this Agreement, any books, documents, papers or records, which possess long-term (ie. more than four (4) years value to the Hospital. Physician shall include a clause providing similar access in any subcontract he may enter with a value of more than $10,000, or for more than a 12 month period, when said sub-contract is with a related organization.

4. Comply with all relevant policies, rules and regulations of the Hospital and Medical Staff, subject to State and federal statutes governing the practice of medicine.

5. Establish his principle residence in the District.

6. Work a minimum of 12 Hospitalist rotations annually. Physician shall be solely responsible for the scheduling of hospitalists and shall advise the Hospital administrator and the Chief of Staff of any unfilled rotations in the schedule. Physician shall use his best efforts to schedule and distribute the hospitalist schedule 90 days in advance.

7. Perform chart review on relevant cases as requested by the Medical Staff.

8. Participate in Medical Staff governance.

9. Use and support the Electronic Medical Record as supplied by the Hospital.

III
COVENANTS OF THE HOSPITAL

1. Hospital shall furnish, for the use of Physician in rendering services:

a. Sufficient space in the Hospital to enable him to perform his duties under this Agreement; and,

b. Ordinary janitorial and such electricity for light and power, gas, water, and heat as may be required by him to perform his duties under this Agreement.

c. Hospital shall pay Physician, for his services as Medical Director, an administrative fee of $2,500.00 per month. In addition; Physician shall be paid the standard rate for professional service as a Hospitalist.

d. Hospital shall provide professional malpractice insurance, including tail coverage, in the amounts and kinds as the other physicians with like arrangements are provided.

g. Hospital shall provide basic Medical, Dental, and Vision coverage.

h. Hospital shall provide Life and disability insurance in amounts currently available to physician, if that cannot be determined, in amounts and coverages in a like manner to those provided to other physicians with like contracts with the Hospital, or in the alternative, at the hospitals option, one times earnings of group term life and the maximum legally permissible disability policy.

i. Hospital shall bill for and retain for all professional fees associated with the Hospitalist Service.

IV
GENERAL PROVISIONS

1. Services to be performed by Physician under this Agreement may be performed by other physicians who are approved in writing (which approval is revocable) by Hospital and who shall be members of the Hospital Medical Staff. Physician shall provide an acceptable substitute to perform his duties during such time as he is absent due to illness, vacation, or attendance at scientific or medical meetings. Notwithstanding anything to the contrary contained, Physician shall not have the right to assign this agreement, or any rights or obligations herein, without the written consent of Hospital first having first being obtained.

2. In the performance of his duties and obligations under this Agreement, it is further mutually understood and agreed that:

a. Physician is at all times acting and performing as an independent contractor; that Hospital shall neither have nor exercise any control or direction over the methods by which he shall perform his work and functions (except that Physician shall do so at all times in strict compliance with currently approved methods and practices of internal medicine, and in accord with the Hospital's By-laws and with the Hospital Medical Staff By-laws and Rules and Regulations).

The sole interest of Hospital is to assure that the services of Physician shall be performed and rendered in a competent, efficient, and satisfactory manner in accord with the highest medical standards possible.

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

c. It is the intent of the parties that Physician be an independent contractor, and not an employee, in the performance of his duties under this Agreement. In order to protect the Hospital from liability Physician shall defend, indemnify, and hold harmless the Hospital from liability for any and all claims arising out of the performance of his duties under this Agreement.

3. Physician shall, at all relevant times, be a member of the Hospital Active Medical Staff.

4. Each party shall comply with all applicable requirements of law relating to licensure and regulation of both physicians and hospitals.

5. This is the entire agreement of the parties, and supersedes any and all prior oral and/or written agreements. It may be modified only by a written instrument signed by both parties.

6. Whenever, under the terms of this Agreement, written notice is required or permitted to be given, such notice shall be deemed given when deposited in the United States mail, first class postage prepaid, addressed as follows:

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

PHYSICIAN: Thomas Boo, M.D.
153 B Pioneer Lane
Bishop, California 93514

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

7. The term of this Agreement will commence on September 1, 2013

8. Notwithstanding the aforesaid term, Hospital may terminate this Agreement Immediately upon the occurrence of any of the following events:

a. Physician's death, loss of Active Medical Staff membership, loss of license to practice medicine, or loss of Hospital Medical Staff privileges required to render services under this Agreement;

b. Physician's inability to render services hereunder without providing a substitute acceptable to the Hospital;

c. The appointment of a receiver of the assets of Physician, an assignment by his for the benefit of his creditors, or any action taken or suffered by his (with respect to his) under any bankruptcy or insolvency law;

d. Closure of the Hospital;

e. Sixty (60) days after written notice of termination without cause is given by Hospital to the Physician. However, the parties understand and acknowledge that termination of this Agreement shall not affect Physician's membership on the Hospital's Medical Staff.

9. Notwithstanding the aforesaid term, Physician may terminate this Agreement:

a. Upon written 60-day notice.
b. Immediately, upon death or disability.
c. Immediately upon Hospital's failure to perform its obligations under this agreement.

10. This Agreement is for the personal services of Physician and Physician may not assign his rights, duties, obligations or responsibilities hereunder.

11. Subject to the restrictions against transfer or assignment set forth above, the provisions of this Agreement shall inure to the benefit, and be binding upon, the heirs, successors, assigns, agents, personal representatives, conservators, executors and administrators of the parties.

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

By_____
Thomas Boo, M.D., Physician

By_____
John Ungersma, President, Board of Directors
Northern Inyo County Local Hospital District

APPROVED FOR FORM:

_____
Douglas Buchanan
District Legal Counsel

SCHEDULE A

1. Organize and maintain Hospitalist call coverage.
2. Round on in-patients as needed.
3. Assist with transfers as requested.
4. Complete charts as needed.
5. Assist in the recruiting and credentialing of Hospitalists.
6. Participate in the development of the hospital information systems computerized physician order entry module.
7. Perform peer review as requested and participate in medical Staff governance as assigned.
8. Conduct a minimum of 4 meetings annually of contracted hospitalists, Administration, and Nursing, if needed.

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BETA
HEALTHCARE GROUP
BETA RISK MANAGEMENT AUTHORITY

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

July 1, 2013

Dear Mr. Halfen,

Corporate Office
1443 Danville Boulevard
Alamo, CA 94507
925-838-6070 MAIN
800-838-4111 TOLL FREE
925-838-6088 FAX

Glendale Office
330 North Brand Boulevard
Suite 1090
Glendale, CA 91203
818-242-0123 MAIN
800-838-4111 TOLL FREE
818-547-3888 FAX

San Diego Office
15373 Innovation Drive
Suite 120
San Diego, CA 92128
858-675-7400 MAIN
800-890-9305 TOLL FREE
858-675-7444 FAX

www.betahg.com
A PUBLIC ENTITY

BETA Healthcare Group (BETA) would like to congratulate Northern Inyo Hospital's Emergency Department staff for their efforts to enhance patient safety by successfully demonstrating compliance with the Tier 1 elements of our *Quest for Zero: Excellence in ED* patient safety initiative. As a result, Northern Inyo Hospital received a $5,000, ED contribution credit applied to the 2013 policy renewal period.

To qualify for the credit, all ED physicians, PAs, NPs and nurses covered by BETA Risk Management Authority were required to complete a specific group of online courses administered by The Sullivan Group and made available at no cost to our members by BETA. We recognize this is no easy feat! We commend your ED team members for their commitment to healthcare excellence and safety. By achieving these goals, Northern Inyo Hospital can count itself among the elite healthcare facilities having earned BETA's *Quest for Zero: Excellence in ED* award. We invite you to display the trophy in the ED to share your accomplishment with all who visit the facility.

BETA will announce the hospitals and medical groups qualifying for the 2013 Quest for Zero: Excellence in ED award at our September 24 - 25, 2013, *High Risk, High Reliability* Symposium at the Hilton San Diego Resort and Spa. We invite you to send up to four nurse and physician representatives from your emergency department to attend and receive the award with all expenses paid by BETA Healthcare Group. Symposium and registration information is available on our website at http://www.betahg.com. I would be pleased to assist your marketing team on any official announcement or awards ceremony you may want to plan to celebrate this accomplishment. To coordinate marketing efforts with BETA, please contact me at (818-545-3342 / lgrisbach@betahg.com).

As we move forward in BETA's *Quest for Zero: Excellence in ED*, we encourage your emergency department leadership and staff to continue advancing to the second tier options in our shared quest toward zero preventable errors. If you have questions, I would be happy to speak with you and can provide tools and assistance to help you achieve success in 2014!

Sincerely,

Laurel Grisbach

Laurel Grisbach
Director Risk Management

Cc: Dr. Jennie Walker
Andrew Stevens
Dianne Shirley

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NORTHERN INYO HOSPITAL
Northern Inyo County Local Hospital District
150 Pioneer Lane, Bishop, California 93514

Medical Staff Office
(760) 873-2136 voice
(760) 873-2130 fax

TO: NIH Medical Staff Executive Committee

FROM: Taema Weiss, MD, Chief of Staff
NIH Medical Executive Committee

DATE: September 3, 2013

RE: Medical Executive Committee report

The Medical Executive Committee met on this date. Following careful review and consideration, the Committee agreed to recommend the following to the NICLHD Board of Directors:

1. Approval of appointment to the NIH Provisional Medical Staff of the following practitioners with privileges as requested commensurate with his/her scope of practice at NIH:
   a. Sierra Bourne, MD, Emergency Medicine
   b. Joy Engblade, MD, Internal Medicine/Hospitalist
   c. Anne Gasior, MD, Family Medicine/Hospitalist
   d. Kristina Jong, MD, Radiologist/Breast Imaging Sub-Specialist
   e. Shawn Rosen, MD, Internal Medicine/Hospitalist.
2. Approval of Ellen Roza, PA, to function under the approved NIH protocol *Physician Assistant in the Operating Room* and according to the Delegations of Services Agreement with supervising physician Mark K. Robinson, MD.
3. Acceptance of the resignation of Shiva Shabnam, MD.

Credentialing recommendations are made consequent to careful review of each applicant's application and supporting documentation.

Additionally, the Committee recommends approval of the following policies/procedures:

1) *Reporting Vaccine Adverse Events*
2) *Cytology Workload*
3) *Haloperidol Usage*
4) *Timing of Medication Administration*
5) *Intravenous Medication Policy.*

Taema Weiss 9/5/13
Taema Weiss, MD, Chairman

Maggie Egan

From: Shiva [shivashabnam@gmail.com]
Sent: Wednesday, August 14, 2013 11:57 AM
To: Maggie Egan
Subject: Re: Resignation

Hi,

Yes, I will be resigning.

Thanks

Sent from my iPhone

On Aug 14, 2013, at 10:38 AM, Maggie Egan <Maggie.Egan@nih.org> wrote:

> Hi Shiva,
>
> Please let me know if it is your intention to resign your Staff appointment and privileges effective the end of September.
>
> Thanks a lot.
> Maggie Egan
> NIH Medical Staff Coordinator
> ph/760-873-2136, fx/760-873-2130
> maggie.egan@nih.org
>
> -------- Original Message --------
>
> **Subject:**Resignation
> **Date:**Fri, 19 Jul 2013 14:56:54 -0700
> **From:**shiva shabnam <shivashabnam@gmail.com>
> **To:**John Halfen <John.Halfen@nih.org>
> **CC:**asao kamei <kamei-bishop@hotmail.com>, hath@usamedia.tv, cleja1@verizon.net, Tom Boo <Tom.Boo@nih.org>, staceybrownmd@gmail.com
>
> Hi,
>
> Wanted to update you on my job search status. I have found a job in LA, near my home and it seems like the right fit for me. I have signed a contract with them and I will be starting late Sept, after my 90 day notice has expired with NIH. The schedule with the new position is such that it will not allow me to come up to do any rotations here at NIH. I will work on the Oct hospitalist schedule and send it out. If anyone needs anything changed around, I will be glad to do so. I never heard back from Dr. Kamei about the new prospects and if he wants me to incorporate them into the Oct schedule.
>
> Thanks.
> Shiva

draft

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Reporting Vaccine Adverse Events	
Scope: All Clinical Areas	Department: Pharmacy
Source: Employee Health	Effective Date:

PURPOSE:

To delineate the steps to take if a patient or employee has a vaccine related adverse event.

POLICY:

Adverse reactions to any vaccine provided at Northern Inyo Hospital will be reported to the Vaccine Adverse Event Reporting System. **"VAERS"**
VAERS is a national program that monitors the safety of vaccines after they are licensed.

PROCEDURE:

What Should be Reported:

1. Any adverse event that happens after a vaccine is given, even if you are not sure that the vaccine caused the adverse advent.
2. If there is uncertainty, then the medical provider involved should contact the appropriate health care provider for guidance.
3. Healthcare providers are required by law to report certain adverse events. To get a list of these, please call 1-800-822-7967 or go to www.vaers.hhs.gov/reportable.htm
4. Typically, nothing needs to be reported if the specific vaccine information sheet lists the event as a possible reaction.

Three Different Mechanisms for Reporting:

1. Report to the VAERS online at www.https://secure.vaers.org
2. Fax a completed VAERS form to: 1-877-721-0366
3. Mail the completed report form to: VAERS
   P.O. Box 1100
   Rockville, MD 20849-1100

Report forms are available for printing at www.vaers.hhs.gov

Committee Approval	**Date**

Developed 05/13
Revised
Reviewed
Supercedes

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Cytology Workload	
Scope: Departmental	Department: Laboratory
Source: Laboratory Manager	Effective Date: 05/15/2013

PURPOSE:

Establish workload volume for cytotechnologists and pathologists reviewing slides.

POLICY:

Records of the total number of cytology slides examined and the amount of time examining each slide during a 24 hour period will be maintained for each staff number. The cytotechnologist and/or pathologist may not screen more than 80 slides in a 24-hour period. To ensure the safety and effectiveness of slide scanning, the following rules will be used when calculating workload:

- All slides with full manual review (FMR) count as 1 slide (CLIA'88 manual screening)
- All slides with field of view (FOV) only review count as 0.5 or ½ slide
- Slides with **both** FOV and FMR count as 1.5 or 1½ slides
- Do not exceed the California Business and Professions Code maximum of 80 slides in no less than an 8-hour day

FMR = 1 slide
FOV = 0.5 slide
FMR + FOV = 1.5 slides
Upper Limit = 100 slides

Example:

- One smear = 1 slide
- One slide preparation which results in cell dispersion over one-half or less of the total available slide area = 0.5 slide

Note: If an FMR slide is screened manually as part of 10% QC, it should be counted as 1 slide because it is assumed that this slide will not undergo an FOV review a second time.

Scenario:
Pathologist screens non-gynecologic slide preparations in the laboratory
15 smears = 15 slides
10 cytospin slides = 5 slides (10 x 0.5)
TOTAL NUMBER OF SLIDES SCREENED = 20 slides

The lab director will review the documents pertaining to work load compliance every 6 months; workload limits will be reassessed at that time.

Approval		**Date**
Laboratory Director	Eva Salazar	5/16/2013
Administrator		
Board of Directors		

Revised/Reviewed:

DRAFT

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Haloperidol Usage	
Scope: Hospital Wide	Department:
Source: Director of Pharmacy	Effective Date:

PURPOSE:

To define the safe use of haloperidol at Northern Inyo Hospital

POLICY:

1. Haloperidol may be used orally, intramuscularly or intravenously.
2. Dosage shall be in accordance with the following: ADULTS

   Psychosis:
   Oral: 0.5-5 mg 2-3 times/day; usual maximum: 30 mg/day
   I.M. (as lactate): 2-5 mg every 4-8 hours as needed
   I.M. (as decanoate): Initial: 10-20 times the daily oral dose administered at 4-week intervals. Maintenance dose: 10-15 times initial oral dose; used to stabilize psychiatric symptoms
   Delirium in the intensive care unit (unlabeled use, unlabeled route):
   I.V.: 2-10 mg; may repeat bolus doses every 20-30 minutes until calm achieved then administer 25% of the maximum dose every 6 hours; monitor ECG and QT_c interval
   Intermittent I.V.: 0.03-0.15 mg/kg every 30 minutes to 6 hours
   Oral: Agitation: 5-10 mg
   Continuous I.V. infusion (100 mg/100 mL D_5W): Rates of 3-25 mg/hour have been used
   Rapid tranquilization of severely-agitated patient (unlabeled use; administer every 30-60 minutes):
   Oral: 5-10 mg
   I.M. (as lactate): 5 mg
   Average total dose (oral or I.M.) for tranquilization: 10-20 mg
3. Dosing: Pediatrics Not recommended at NIH.
4. Monitoring:
   Patients receiving doses via Intravenous route shall be on telemetry to monitor for altered cardiac conduction.
5. Patients receiving more than 30mg per day via oral or intramuscular route shall be on telemetry to monitor for altered cardiac conduction.

Committee Approval	**Date**

Revised
Reviewed
Supercedes

DRAFT

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Timing of Medication Administration	
Scope: Hospital-wide	Department:
Source: Director of Pharmacy	Effective Date:

PURPOSE:

42 CFR 482.23(c) requires that hospitals must adopt medication administration policies and procedures that are based on accepted standards of practice. CMS has clarified its interpretation of this standard as follows: Hospitals are expected to identify those medications which require exact or precise timing of administration, and which are not, therefore, eligible for scheduled dosing times. For medications that are eligible for scheduled dosing times, hospitals are expected to distinguish between those that are time-critical and those that are not, and to establish their policies governing timing of medication administration accordingly. Time-critical scheduled medications are those for which an early or late administration of greater than thirty minutes might cause harm or have significant, negative impact on the intended therapeutic or pharmacological effect. Non-time-critical scheduled medications are those for which a longer or shorter interval of time since the prior dose does not significantly change the medication's therapeutic effect or otherwise cause harm and therefore the hospital may establish, as appropriate, either a one- or two-hour window for administration.

POLICY:

1. Medications that are deemed time-critical will be considered late or early if not given within 30 minutes (1 hour window) of the scheduled dose. Time-critical medications shall be designated and listed by the Pharmacy and Therapeutics Committee.

2. The list of time-critical medications shall be reviewed and revised, as needed, no less often than every 3 years.

3. The list of time-critical medications shall be published and distributed hospital-wide.

4. Time-critical medications are also any medications scheduled with an interval less than or equal to q4h.

5. Medications not listed as time-critical may be given in a two-hour window (1 hour before or 1 hour after the scheduled time)

6. The Pharmacy and Therapeutics Committee will identify those medications which require exact or precise timing of administration, and which are not, therefore, eligible for scheduled dosing times.

    a. "STAT" medication orders will be given as soon as possible with a goal of administration within 15 minutes of the order being given. Any medication ordered "STAT" is also deemed time-critical.

b. "NOW" medication orders will be given as soon as possible with a goal of administration within 30 minutes of the order being given. Any medication ordered "NOW" is also deemed time-critical.

c. Pre-op Antibiotics, pre-op eye drops, pre-procedure medications, chemotherapy medications and pre medications.

Committee Approval	**Date**
Pharmacy and Therapeutics Committee	
Medical Executive Committee	
Administration	
Board of Directors	

Revised
Reviewed
Supercedes

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Intravenous Medication Policy**	
Scope: Multi Departmental	Department: **Medical Surgical, Perinatal, Pharmacy, Rural Health Clinic**
Source: Med/Surg Nurse Manager	Effective Date:

The intravenous medications listed in this policy may be administered by a registered nurse to patients assigned to the General Medical-Surgical Unit/Pediatric Unit and Perinatal Unit.

Code Blue Protocol is not limited by this list.

Rationale: Certain drugs are not included on this list because of their potential for initiating a life-threatening emergency and/or of the amount of time required for monitoring. The Pharmacy and Therapeutics Committee will be responsible for approving additional medications to the attached list. The P&T Chairperson is authorized to approve exceptions that need immediate attention. Exceptions will be for a single patient only and should be referred to the P&T Committee for review and possible addition to the approved list of IV medications.

PLEASE SEE ATTACHED LISTING OF
INTRAVENOUS MEDICATION GUIDELINES FOR USE ON MEDICAL-SURGICAL UNIT ON THE FOLLOWING PAGES

DOUBLE CHECKING MEDICATIONS

Refer to Administration of Drugs and Biologicals Policy.

MONITORING

IV medications with significant cardiac and blood pressure effects require initial monitoring as stated below. Subsequent monitoring will be based upon the individual patient's response and condition. If a patient's vital signs become significantly unstable then the patient should be transferred to ICU.

The dosage conversion from oral to IV requires consideration of absorption, metabolism and elimination characteristics of each specific medication and patient. The pharmacist should be consulted prior to administration for verification of dosage.

INTRAVENOUS BETA-BLOCKERS

Patients must be on telemetry while on intravenous Beta-Blocker therapy.

Beta–Blockers may be administered on Med-Surg, OB/GYN, and Rural Health Clinic by the intravenous route, using the following guidelines.

Monitoring requirements for IV Beta-Blockers:

The patient's blood pressure and apical pulse will be monitored prior to administration, immediately after administration, and every 5 minutes x 4. Subsequent monitoring will be based upon the individual patient's response and condition. Following IV administration of beta-blockers, the patient must be non-ambulatory for 3 hours post-therapy.

Title: **Intravenous Medication Policy**	
Scope: Multi Departmental	Department: **Medical Surgical, Perinatal, Pharmacy, Rural Health Clinic**
Source: Med/Surg Nurse Manager	Effective Date:

If the patient's vital signs become unstable, then the patient will be transferred to ICU.

Patients on the Med-Surg Unit receiving IV Beta-Blockers will be assigned an advanced patient acuity

Labetolol for treatment of acute hypertension or acute heart rate control:

Labetolol IV push at a rate of 10mg/min, in maximum initial doses of 20mg. Repeat doses may be 40-80mg, no more frequently than every 10 min. If more than 300mg in a 24 hour period is needed, the patient must be transferred to ICU for further doses.

*Patients should be initiated on oral therapy as soon as possible for long term control.

Metoprolol for treatment of acute hypertension or acute heart rate control (Afib/flutter):

Metoprolol IV may be administered over 1 minute. Initial doses of 2.5-5 mg every 2-5 minutes (maximum total dose: 15 mg over a 10-15 minute period). If more than 15mg in a 24 hour period is needed, the patient must be transferred to ICU for further doses.

*Patients should be initiated on oral therapy as soon as possible for long term control.

I.6

If the patient is NPO and has been previously stabilized on oral Metoprolol, Labetolol, Atenolol or Propranol for the treatment of hypertension, the intravenous route may be used to administer the same medication. The pharmacist **should** always be contacted to verify that an appropriate dosage conversion has been selected, before administration.

Esmolol for treatment of acute Supraventricular Tachycardia:

Esmolol is not approved for administration on the Med-Surg Unit except for the patient requiring immediate initiation of therapy with immediate transfer to the ICU for continuous infusion administration. **The physician must remain with the patient during administration.**

The patient will be placed on the cardiac monitor, in addition to telemetry and oximeter during administration of the drug. Vital signs will be documented before, during, and after each dose is administered.

INTRAVENOUS ACE INHIBITORS

Enalaprilat may be administered on the Med-Surg Unit by the intravenous route, using the following guidelines.

Enalaprilat should be used cautiously in a potentially volume-depleted patient, and may cause an anaphylactoid reaction. The initial effect of an IV dose is commonly seen within 15 minutes of administration, but peak effects may not occur for up to 4 hours after the initial dose. Note that peak effects of subsequent doses may exceed those of the first dose.

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The patient's blood pressure and apical pulse will be monitored prior to administration, immediately after administration, and every 5 minutes x 3, then every 15 minutes x 3. Subsequent monitoring will be based upon the individual patient's response and condition.

If the patient's vital signs become unstable, than the patient will be transferred to ICU.

Patients on the Med-Surg Unit receiving Enalaprilat will be assigned an advanced patient acuity.

CALCIUM CHANNEL BLOCKERS

Diltiazem or Verapamil may be administered on the Med-Surg Unit by the intravenous route, using the following guidelines.

For acute heart rate control:

Diltiazem may be administered over at least two minutes. Usual initial bolus doses are 0.25mg/kg. Repeat bolus doses may be repeated at 0.35mg/kg every 15 minutes x 2 doses. Total bolus doses should not exceed 0.95mg/kg total in an 8 hour period. Smaller doses may used be for boluses, but should not exceed the dosing above. If additional doses are required, the patient will be transferred to ICU.

*Patients should be initiated on oral therapy as soon as possible for long term control.

Monitoring Requirements for Calcium Channel Blockers:

The patient will be placed on a continuous cardiac monitor. The patient's blood pressure and apical pulse will be monitored prior to administration, immediately after administration, and every 5 minutes x 3, then every 15 minutes x 3. Subsequent monitoring will be based upon the individual patient's response and condition.

If the patient's vital signs become unstable, then the patient will be transferred to ICU

For temporary conversion from the oral to intravenous route, when the primary reason for hospitalization is not a diagnosis of hypertension or arrythmias:

If the patient is NPO and has been previously stabilized on oral Diltiazem or Verapamil for the treatment of hypertension or arrythmias, the intravenous route may be used to administer the same medication. The pharmacist **should** always be contacted to verify that an appropriate conversion dosage has been selected before administration.

Patients on the Med-Surg Unit receiving IV Calcium Channel Blockers will be assigned an advanced patient acuity.

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LIDOCAINE/PROCAINAMIDE

When it is necessary to initiate intravenous Lidocaine or Procainamide therapy on the Med-Surg Unit, the patient will be transferred to ICU. The patient may remain on the Med-Surg Unit if no beds are available in the ICU, taking into account the acuity of the patient and current staffing.

If the patient is on the Med-Surg Unit, the patient will be placed on a cardiac monitor **in** addition to telemetry, while the bolus of medication is administered.

If the patient is NPO and has been previously stabilized on oral Procainamide, the intravenous route may be used to administer the same medication. The pharmacist **should** always be contacted to verify that an appropriate conversion dosage has been selected before administration.

ADENOSINE

Adenosine may be administered to a patient on the Med-Surg Unit for treatment of Supraventricular Tachycardia.
The patient will be placed on the cardiac monitor, in addition to telemetry, and oximeter during administration of the drug. Vital signs will be documented before, during, and after each dose is administered.

DIGOXIN

The patient will be placed on continuous telemetry monitoring.

The RN administering Digoxin will notify the ICU tech before each dose to assure monitoring during administration of the drug.

Each dose of Digoxin will be double checked by another RN prior to administration.

The RN will document the patient's apical pulse before each dose. The drug will be held for an apical pulse less than 60/min and the physician notified.

The patient on the Med-Surg unit may receive Digoxin IV without telemetry if the patient has already been stabilized on the oral equivalent but cannot take the drug orally.

ADMINISTRATION OF IV PHYTONADIONE - VITAMIN K

Phytonadine may be administered by IVPB on the Med-Surg Unit. Because of the possibility of severe anaphylactic reactions when given by the IV route, **IV administration is indicated only when other routes of administration are not feasible**. The following guidelines should be followed:

Dilution: Mix with 25-50ml D5W or NS. Administer immediately after dilution. Protect from light.

Administration rate should not exceed 1mg/min., usually over 20-30 min.

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The patient's BP and pulse are monitored and recorded prior to administration and every 5 min during the infusion, and then every 5 min x 3.

PHENYTOIN, FOSPHENYTOIN

The patient will be placed on the cardiac monitor during administration of the drug. Vital signs will be documented before, during, and after each dose is administered until 20 minutes post infusion.

Committee approval needed: Yes, Pharmacy and Therapeutics Committee
Responsibility for Review and Maintenance: Med-Surg and Perinatal Head Nurse and Pharmacist
Index listings: IV Push and/or IV Infusion; IV Infusion (Additives); Drugs on IV Infusion Pumps; Checking the Pulse and Blood Pressure; IV Betablocker Drugs; Administering IV Antiarrhythmic Drugs on the Med-Surg Unit; Lidocaine/Pronestyl; Adenosine; Digoxin; Verapamil; Administration of IV Phytonadine; Intravenous Medications Policy
Revised: 12/92, 1/94, 3/94, 12/94, 10/95, 3/98, 3/99, 2/01; 9/01; 2/2006 bss,8/09 LB/RC

INTRAVENOUS MEDICATION GUIDELINES FOR USE ON MEDICAL-SURGICAL FLOOR

MEDICATION	IV PUSH	IV INFUSION	SPECIAL CONSIDERATIONS
Acetazolamide	**X**		Add at least 5ml Sterile Water to each 500mg for a max. concentration of 100mg/ml
Acyclovir	**NO**	**X**	Dilute to 7mg/ml or lower Infuse over at least 60 min
Adenosine	**X**	**NO**	Rapid IV push over 30seconds Must be on telemetry **See policy for monitoring**
Albumin		**X**	
Aminocaproic Acid	**NO**	**X**	See Policy No faster than 1.25Gm/hr Maximum of 20 Gm/ 24hr
Aminophyllin	**X**	**X (pump)**	Give loading dose by IVPB whenever possible – if necessary may give 200mg or less IV by slow push. No faster than 20mg/min IV push
Antibiotics		**X**	See specific drugs for special considerations
Antifungals		**X**	See specific drugs for special considerations
Atenolol	**X**	**X (pump)**	Slow push, no faster than 1mg/min
Atropine	**X**		Usual adult dose in CPR: 0.5 - 1mg, repeated if needed Usual total max. dose = 0.04mg/Kg (3mg)

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INTRAVENOUS MEDICATION GUIDELINES FOR USE ON MEDICAL-SURGICAL FLOOR

MEDICATION	IV PUSH	IV INFUSION	SPECIAL CONSIDERATIONS
Azithromycin	**NO**	**X**	Dilute each 500mg in 250-500ml D5W or NS Infuse over at least 60 min
Bumetamide	**X**	**X**	Over 1-2 min IV push
Calcium Chloride	**NO**	**X**	Dilute in 50ml D5W or NS and infuse no faster than over 15-30 minutes
Calcium Gluconate	**NO**	**X**	Dilute in 50ml D5W or NS and infuse no faster than over 15-30 minutes
Chlordiazepoxide	**X**	**NO**	Dissolve in 5 ml NS for injection - **DO NOT USE PACKAGED DILUENT** for IV . IV push: slowly over at least 1 min **See IV Meds for Pain/Anxiety Policy for monitoring**
Cimetidine	**X**	**X**	Infusion:Dilute in 25-50ml NS or D5W Also may be given by continuous infusion IV Push: MUST dilute to at least 20ml and administer over at least 5 min
Ciprofloxacin	**NO**	**X**	Dilute each 400mg in at least 200ml of D5W (OK to add to 150ml bag to give a total volume of 195ml) Infuse over at least 60 min Flush line with **NS** before and after if using a heparin lock- will precipitate with heparin
Clindamycin	**NO**	**X**	Dilute in 25 -150ml of D5W or NS Infuse over 15-30 min
Colchicine	**X**	**X**	Dilute in at least 8 ml NS. Slowly over 2-5 min. into flowing IV line AVOID EXTRAVASATION
Conjugated Estrogen	**X**	**NO**	Dissolve in 5 ml of packaged diluent AVOID VIGOROUS SHAKING Infuse slowly
Cosyntropin	**X**	**X**	IV PUSH: over 2 min IV Infusion: rate varies, depending on protocol used
Cotrimoxazole (Bactrim*,Septra*)	**NO**	**X**	Dilute each 5ml in 75-150ml D5W Prepare immediately prior to administration Check carefully for precipitation Do not refrigerate Infuse over 60-90 min

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MEDICATION	IV PUSH	IV INFUSION	SPECIAL CONSIDERATIONS
Dextrose 25%	**X**		Use a large vein Infuse slowly
Dextrose 50%	**X**		Use a large vein Infuse slowly
Diazapem	**X**		Slowly, no faster than 5mg/min **See IV Meds for Pain/Anxiety Policy for monitoring** Flush line with **NS** before and after if using a heparin lock - will precipitate with heparin
Digoxin	**X**	**X**	**See Policy** Slow IV push May dilute in 25-50ml NS or D5W just prior to infusion **Must be checked by a second nurse**
Diltiazem	**X**	**X (pump)**	**See Calcium Channel Blocker guidelines** Flush line with **NS** before and after if using a heparin lock - will precipitate with heparin
Dimenhydrinate	**X**		Dilute each 50mg in 10ml of NS. Administer over at least 2 min
Diphenhydramine	**X**		Slowly, over several min
Doxycycline	**NO**	**X**	Dilute each 100mg in at least 100ml (250ml recommended due to vein irritation) Protect from light Infuse over at least 60 min
Droperidol	**X**		Slowly, over several minutes Flush line with **NS** before and after if using a heparin lock - will precipitate with heparin
Enalaprilat	**X**	**X**	Slowly over at least 5 min. May dilute in up to 50ml D5W or NS **See Enalaprilat monitoring guidelines** **CAUTION: Anaphylactoid reactions can occur**
Erythromycin	**NO**	**X**	Dilute each 500mg in at least 100ml of NS immediately prior to use Infuse over at least 60 min Flush line with **NS** before and after if using a heparin lock - will precipitate with heparin

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MEDICATION	IV PUSH	IV INFUSION	SPECIAL CONSIDERATIONS
Esmolol	**X**	**X (PUMP)**	Restricted to emergent initiation of therapy. Physician must remain with the patient during administration. Transfer to ICU for infusion **See Esmolol monitoring policy**
Ethacrynate Sodium	**X**	**X**	Slowly, over several minutes, or dilute in 50ml D5W or NS & infuse over 20-30 min
Factor IX	**X**	**X**	Must be filtered
Famotidine	**X**	**X**	Infusion: Dilute in 25-50ml D5W or NS Also may be given by continuous infusion IV Push: Dilute to 2-4mg/ml and administer no faster than 10mg/min
Fentanyl	**X**	**X**	Flush line with **NS** before and after if using a heparin lock - will precipitate with heparin See IV Meds for Pain/Anxiety Policy for monitoring **CAUTION: Respiratory depression may last longer than analgesia**
Ferric Gluconate complex in Sucrose	**NO**	**X**	Test dose of 2ml in 50 ml NS over 60 min - to be given prior to treatment Usual treatment dose/dilution: Up to 10ml diluted in 100 ml NS over 60 min **CAUTION: Anaphylactoid reactions can occur**
Flumazenil	**X**		Rapid injection over 15-30 seconds. Avoid extravasation
Fosphenytoin	**X**	**X**	Dilute to 1.5 - 25 mgPE/ml with D5W or NS Administer at 100-150mg/min **See Fosphenytoin monitoring guidelines**
Furosemide	**X**	**X**	40mg or less: Slowly over several min. Doses greater than 40mg should be infused no faster than 4mg/min, except in severe congestive heart failure when up to 80mg may be given IV push over several minutes
Gentamicin	**NO**	**X**	Dilute in 50ml D5W or NS Infuse over 30 min Flush line with **NS** before and after if using a heparin lock - will precipitate with heparin

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MEDICATION	IV PUSH	IV INFUSION	SPECIAL CONSIDERATIONS
Glucagon	**X**		Use enclosed diluent only for doses ≤2mg. For doses >2mg, use Sterile Water
Haloperidol Lactate (immediate release only)	**X**		5mg over 1 min. Can be given up to 5mg q 30 min. Flush line with **NS** before and after if using a heparin lock - will precipitate with heparin *****DO NOT ADMINISTER HALOPERIDOL DECANOATE BY IV ROUTE*****
Heparin	**X**	**X (pump)**	**Must be checked by a second nurse** Standard mix: 12,500 units/250ml (50units/ml) Check pump chamber for bubbles at least q shift
Hydralazine	**X**		5-10mg slow IV push, may be repeated in 20-30 min to a total of 20mg
Hydrocortisone Sodium Succinate	**X**	**X**	IV push over at least 30 seconds IV infusion should be 0.1 – 1 mg/ml concentration in D5W or NS
Hydromorphone	**X**	**X (PCA pump)**	Slow IV See IV Meds for Pain/Anxiety Policy for monitoring
Imipenim-Cilastatin	**NO**	**X**	IVPB: 500mg in 100ml NS
Insulin (Regular & Humalog Insulin only)	**X**	**X (pump)**	**Must be checked by a second nurse** Do **not** use a filter Standard mix: 110 units in 500ml NS (0.2 unit/ml) (1 unit/hr=5ml/hr)
Iron Dextran	**X**	**X**	Test dose (0.5ml) to be given prior to treatment See Policy for administration guidelines **CAUTION: Anaphylactoid reactions can occur**
IVIG		**X**	Do **not** use a filter Rate of administration may vary. Refer to individual manufacturer's recommendations for rate of administration **See Policy for administration guidelines**
Ketorolac	**X**		No more than 30 mg IV Over at least 15 seconds

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MEDICATION	IV PUSH	IV INFUSION	SPECIAL CONSIDERATIONS
Labetolol	**X**	**X (pump)**	For initial control of hypertension, refer to Beta-blocker policy. May be given for temporary conversion from oral therapy for hypertension. Consult with pharmacist to verify IV dosage conversion from oral. **See Beta-Blocker monitoring guidelines**
Lepirudin	**X**	**X (pump)**	**Anticoagulant – should be checked by a second nurse** New drug – call pharmacist on-call to mix
Levofloxacin	**NO**	**X**	Dilute each 250 mg in 50ml of D5W Infuse 250-500 mg over at least 60 min (750mg over at least 90 min) Flush line with **NS** before and after if using a heparin lock - will precipitate with heparin
Levo-thyroxine	**X**		Reconstitute with non-bacteriostatic NS immediately before using Infuse over 2 min. Discard unused portion immediately
Lidocaine	**X**	**X (pump)**	Bolus only: at 25-50mg/min IV push Must be on telemetry Transfer to ICU for infusion **See Lidocaine guidelines for exceptions**
Lorazepam	**X**	**X (pump)** (Approved for short procedure, Conscious Sedation ONLY)	IV Push: Dilute immediately before using with an equal volume of NS No faster than 2mg/min See IV Meds for Pain/Anxiety Policy for monitoring **Infusion to be prepared by Pharmacy only**
Mannitol		**X**	Mannitol solutions should always be administered through a filter

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MEDICATION	IV PUSH	IV INFUSION	SPECIAL CONSIDERATIONS
Magnesium Sulfate	**NO**	**X (pump)**	1-2 Gm diluted in 25-50ml D5W or NS over 30-60 min Overflow OB patients may receive continuous infusion per OB protocol Standard OB mix: 20 Gm in 500ml Sterile Water pre-mix (OK to use D5W if mixed on floor)
Meperidine	**X**	**X (PCA pump)**	Slow IV PCA is preferred means of infusion Flush line with **NS** before and after if using a heparin lock - will precipitate with heparin **See IV Meds for Pain/Anxiety Policy for monitoring**
Methocarbamol	**X**	**X**	IVPB: Dilute in 25 - 250ml D5W or NS Do **not** refrigerate Infuse over 30-60 min IV Push: Only if ordered by MD No faster than 300mg/min AVOID EXTRAVASATION Patient should remain recumbent during & 10-15 min. post infusion
Methylprednisolone sodium succinate	**X**	**X**	Usually given by slow IV push Large doses may be piggy-backed (check with Pharmacy for dilution)
Metoclopramide	**X (≤10mg)**	**X (>10mg)**	≤10mg over 1-2 min >10mg, dilute in 50ml D5W or NS over 15 min
Metoprolol	**X**		May only be given for temporary conversion from oral therapy for hypertension. Consult with pharmacist to verify IV dosage conversion from oral. **See Beta-Blocker guidelines for monitoring**
Metronidazole	**NO**	**X**	Dilute each 500mg in at least 100ml NS Do **not** refrigerate diluted solutions Infuse over at least 60 min

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MEDICATION	IV PUSH	IV INFUSION	SPECIAL CONSIDERATIONS
Midazolam (Approved for short procedure, Conscious Sedation ONLY)	**X**	**X (pump)**	Infusion: Standard mix: **0.5mg/ml** To prepare: Withdraw 10ml from a 50ml bag of NS Add 5ml Midazolam (5mg/ml strength) Final volume = 50ml **CAUTION: Use appropriate monitoring** **See Conscious Sedation Policy**
Morphine	**X**	**X (PCA pump)**	Slow IV Standard mix for infusion: 27mg/250ml NS (approx 1mg/10ml) **See IV Meds for Pain/Anxiety Policy for monitoring**
Multi-Vitamins	**NO**	**X**	10ml must be diluted in at least 500ml of solution
Nalbuphine	**X**		Slow IV **See IV Meds for Pain/Anxiety Policy for monitoring**
Naloxone	**X**	**X (pump)**	
Ondansetron	**X (≤4mg)**	**X**	Push over 2-5 min. Piggy back over 15 min
Oxytocin	**NO**	**X (pump)**	
Pamidronate	**NO**	**X**	Must be diluted, depending on indication Administered over 4-24 hrs. (Protocols vary, check with Pharmacy before using)
Phenobarbital	**X**		Slow push, 60mg/min maximum **See IV Meds for Pain/Anxiety Policy for monitoring**
Phenytoin	**X ONLY**	**NO**	No faster than 50mg/min Do not administer IVPB=precipitation Flush line with **NS** before and after if using a heparin lock - will precipitate with heparin **See Phenytoin monitoring guidelines**
Phytonadione	**NO**	**X (pump)**	Dilute in 50ml D5W or NS, immediately before use Infuse over 20 min, no faster than 1mg/min **See Phytonadione monitoring guidelines**
Plasma Protein Fraction		**X**	No longer available

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MEDICATION	IV PUSH	IV INFUSION	SPECIAL CONSIDERATIONS
Potassium Acetate	**NO**	**X (pump)**	**MUST BE DILUTED** Refer to KCl for policy **NOTE: CONCENTRATED K-ACETATE VIALS ARE NOT PERMITTED OUTSIDE OF THE PHARMACY**
Potassium Chloride	**NO**	**X (pump)**	**MUST BE DILUTED** >20meq, must dilute in 500ml or more No more than 100meq/bag or bottle >10meq/hr, must be on telemetry No more than 20meq/hr maximum, unless MD is present during infusion See Policy **Must be checked by a second nurse** **NOTE: CONCENTRATED KCL VIALS ARE NOT PERMITTED OUTSIDE OF THE PHARMACY**
Potassium Phosphate	**NO**	**X (pump)**	**MUST BE DILUTED** Refer to KCl for policy **NOTE: CONCENTRATED K-PHOSPHATE VIALS ARE NOT PERMITTED OUTSIDE OF THE PHARMACY**
Procainamide	**X**	**X (pump)**	Loading Dose: 50 -100mg IV push over 5 -10min (or give IVPB) Must be on telemetry Transfer to ICU for infusion **See Procainamide guidelines**
Prochlorperazine	**X**		Dilute in NS to 1mg/ml, give 1mg/min
Promethazine	**X**		Dilute in NS to at least 25mg/ml Slow push
Propranolol	**X**	**X (pump)**	May only be given for temporary conversion from oral therapy for hypertension. Consult with pharmacist to verify IV dosage conversion from oral. **See Beta-Blocker monitoring guidelines**

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MEDICATION	IV PUSH	IV INFUSION	SPECIAL CONSIDERATIONS
Ranitidine	**X**	**X**	PUSH: Dilute to no greater than 2.5mg/ml and administer no faster than 10mg/min IVPB: Dilute in 50ml D5W or NS May also be given as a continuous infusion
Sodium Acetate	**NO**	**X (pump) after dilution**	**MUST BE DILUTED** Sodium Acetate is available only in the Pharmacy for preparation of non-manufactured Sodium Acetate infusions **NOTE: CONCENTRATED SODIUM ACETATE VIALS ARE NOT PERMITTED OUTSIDE OF THE PHARMACY**
Sodium Bicarbonate	**X**	**X**	Numerous incompatabilities - check chart before mixing
Sodium Chloride 0.9%	**X**	**X**	
Sodium Chloride (> 0.9%)	**NO**	**X (pump)**	3% or 5% should be administered slowly, no faster than 100ml/hr Avoid infiltration
Sodium Chloride Concentrate	**NO**	**X (pump) after dilution**	**MUST BE DILUTED** 23% Sodium Chloride is available only in the Pharmacy for preparation of non-manufactured Sodium Chloride infusions **NOTE: CONCENTRATED NaCl VIALS ARE NOT PERMITTED OUTSIDE OF THE PHARMACY**
Sodium Phosphate	**NO**	**X (pump) after dilution**	**MUST BE DILUTED** Sodium Phosphate is available only in the Pharmacy for preparation of non-manufactured Sodium Chloride infusions **NOTE: CONCENTRATED SODIUM PHOSPHATE VIALS ARE NOT PERMITTED OUTSIDE OF THE PHARMACY**
Thiamine	**NO**	**X**	

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MEDICATION	IV PUSH	IV INFUSION	SPECIAL CONSIDERATIONS
Tobramycin	**NO**	**X**	Dilute in 50ml D5W or NS Infuse over 30 min Flush line with **NS** before and after if using a heparin lock - will precipitate with heparin
Vancomycin	**NO**	**X (pump)**	Dilute each 500mg in at least 100ml NS or D5W Infuse over at least 60 min Flush line with **NS** before and after if using a heparin lock- will precipitate with heparin
Verapamil	**X**	**X (pump)**	**See Calcium Channel Blocker monitoring guidelines**

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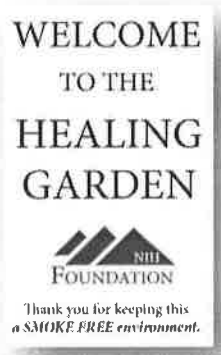
Healing Garden Signage

Community members have been smoking in the Healing Garden, both escorted by nursing staff (inpatients) and when alone. As such, the Northern Inyo Hospital Foundation and Mr. Halfen have asked me to present these three signs for the Healing Garden for your approval. The signs would be bronze or brass, made for outdoor installation and engraved (12" x20"). We can change this if you prefer to some other type of media.

Please consider the following three signs (large printouts of each sign follow this summary):

1. **Welcome/No Smoking**



2. **No Smoking Code**

Mr. Halfen asked for a sign that specifically cited the law which prohibits smoking near a hospital. Unfortunately, this is not straight forward. Per Scott Hooker, "No smoking policies are an interpretation of NFPA 99, NFPA 101, The Joint Commission Standards, EC.02.01.03 & .02.03.01EP2." However these regulations leave it up to the facility to designate smoking areas, some even allow for smoking inside of hospitals. This is what California law says:

California Government Code Section 7597(a)
No public employee or member of the public shall smoke any tobacco product inside a public building, or in an outdoor area within 20 feet of a main exit, entrance, or operable window of a public building, or in a passenger vehicle, as defined by Section 465 of the Vehicle Code, owned by the state.

On the glass doors of the new hospital, it says no smoking within 25 feet of the entrance.

The Healing Garden is more than 25 feet from the main lobby entrance. It is within 25 feet of the door near Surgery (by Physician parking), however this is not a "main exit" or entrance for the public. There are no "operable windows" that smoking in the Healing Garden would affect.

Suggested paraphrased language for sign:

SMOKING PROHIBITED

No member of the public shall smoke any tobacco product in an outdoor area within 20 feet of an entrance of a public building.

California Government Code Section 7597(a)

3. NIHF Healing Garden

Additionally, we want to commemorate the Northern Inyo Hospital Foundation's Healing Garden and the two decades of fundraising which came from the Bishop High Sierra Ultra Marathon lead by now retired Race Director, Marie Boyd.

Suggested language for sign:

Our Healing Garden was generously provided by the Northern Inyo Hospital Foundation. This garden was made possible from funding generated from the proceeds of 20 years of the High Sierra Ultra Marathon races, the tireless dedication of Race Director, Marie Boyd, and the literally countless hours contributed by hundreds of volunteers, Board Members, and supporters.

WELCOME

TO THE

HEALING

GARDEN

NIH FOUNDATION

Thank you for keeping this
a SMOKE FREE environment.

SMOKING PROHIBITED

No member of the public shall smoke any tobacco product in an outdoor area within 20 feet of an entrance of a public building.

California Government Code Section 7597(a)

HEALING GARDEN

Our Healing Garden
was generously provided by the
Northern Inyo Hospital Foundation.
This garden was made possible
from funding generated from
the proceeds of 20 years of
the High Sierra Ultra Marathon
races, the tireless dedication of
Race Director, Marie Boyd,
and the literally countless hours
contributed by hundreds of
volunteers, Board Members,
and supporters.

NIH
FOUNDATION

THIS SHEET

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NIH Board of Directors:

I am here tonight asking for your approval to purchase a Puritan Bennett 840 Ventilator. The Respiratory Care Department currently has two 840 Ventilators and one Servo 900C,
The manufacture of the 900C will no longer be supporting it, we have had this ventilator since I started working at Northern Inyo Hospital 26 years ago.
We replaced two of the Servo 900C ventilators in 2006 with the Puritan Bennett 840 and it has proven to be a dependable ventilator.

Thank you,

Kevin Christensen RCP CRT
Director of Respiratory Care

840™ Ventilator System

Innovative technology, breathtaking performance

The Puritan Bennett® *840*™ Ventilator System is the flagship product in our line of critical care ventilators. It is highly responsive and offers superior comfort, delivering sensitive, precise breaths to critically ill neonatal through adult patients. The *840* Ventilator can provide seamless electronic data transfer into a patient's medical record. As a result, it supports network communication with all major patient monitoring and hospital information systems. When used with Puritan Bennett's *Clinivision*® Mobile Patient Charting software, the package enables evidence-based medicine to improve patient care.

Puritan Bennett offers one of the most comprehensive field service programs in the ventilator industry, providing the highest quality service to customers.

Technological Sophistication—The *840* Ventilator offers high-performance pneumatics, dual-microprocessor electronics and *DualView*™ touchscreens.

Upgradeable—The *840* Ventilator can be upgraded and customized with various software options to meet your clinical needs, today and in the future.

Low Cost of Ownership—The *840* Ventilator is designed with rugged and reliable components. Its modular design provides easy serviceability.

Cust Account #: **330325**

PURCHASE ORDER

PO Number: **85994**

Corporation: NORTHERN INYO HOSPITAL CORPORATION

Tax Exempt ID:

Vendor: COVIDIEN **Vnd No:** 3958 **Phone:** 800-722-8772 **Fax No:** **Address:** PO BOX 120823 DALLAS, TX 753120823 **Est Arr Date:**	**Ship To:** 150 PIONEER LN BISHOP, CA 93514 **Phone:** 760-873-5811 3804 **Fax:** **Contact:** RYAN MCVEITTY **E-mail:** **Ship Via:**	**Bill To:** 150 PIONEER LN BISHOP, CA 93514 **Phone:** 760-873-5811 3804 **Fax:** **Contact:** **E-mail:** **Terms:** No Discount/Net30	**Created On:** 07/22/2013 **Printed On:** 07/22/2013 09:59:46 **Special Instructions:** SYSTEM GENERATED

Line	Qty / UOM Pck Ref	Item ID / Vendor Catalog #	Description Notes	GL Acct / Corporation Deliver to Location	Order Price	Line Total	–Receiving– 1st 2nd 3rd 4th
1	1 EA	NON-CATALOG 317	840 WITH COLOR SCREEN	7720-0041 NIH2 7720C - RESPIRATORY SERVICES CONSUMABLE	$18,000.00000	$18,000.00000	
2	1 EA	NON-CATALOG 318 10000193	840 CART	7720-0041 NIH2 7720C - RESPIRATORY SERVICES CONSUMABLE	$1,495.00000	$1,495.00000	
3	1 EA	NON-CATALOG 319 4-MR850-00	HEATED HUMIDIFIER	7720-0041 NIH2 7720C - RESPIRATORY SERVICES CONSUMABLE	$1,268.49000	$1,268.49000	
4	1 EA	NON-CATALOG 320 4-070773-00	STARTER KIT	7720-0041 NIH2 7720C - RESPIRATORY SERVICES CONSUMABLE	$243.99000	$243.99000	
5	1 EA	NON-CATALOG 321 4-078126-00	VOLUME VENTILATION PLUS OPTION	7720-0041 NIH2 7720C - RESPIRATORY SERVICES CONSUMABLE	$500.00000	$500.00000	
6	3 EA	NON-CATALOG 322 10019218	RESPIRATORY MECHANICS SOFTWARE OPTI	7720-0041 NIH2 7720C - RESPIRATORY SERVICES CONSUMABLE	$500.00000	$1,500.00000	
7	3 EA	NON-CATALOG 323 4-078203-00	PAV + OPTION PKG KIT	7720-0041 NIH2 7720C - RESPIRATORY SERVICES CONSUMABLE	$2,080.00000	$6,240.00000	

APPROVED
JUL 23 2013
ADMINISTRATION OFFICE

Authorized Signature	PO Total: $29,247.48

COVIDIEN

15 Hampshire St.
Mansfield, MA 02048

July 18, 2013

Mr. Kevin Christensen
NORTHERN INYO HOSPITAL
150 PIONEER LN
BISHOP, CA 93514-2556

Dear Mr. Kevin Christensen,

Thank you for your interest in Puritan Bennett products in consideration of the attached quotation.

Sincerely,

Dave Livingston
Account Executive
Phone: 800-634-1515 x39153 3915
Fax: (800) 748-9740

Quotation Terms and Conditions

If this Quotation is for Clinivision CISS products, then the Group Purchasing Organization (GPO) contract identified on this quotation is identified solely for purposes of application of administration fees under the GPO contract. The terms and conditions applicable to this Quotation, including any licenses or support services covered by this Quotation, will be governed by the Clinivision Terms and Conditions attached hereto, including the Terms and Conditions of the standard Clinivision System

Quoted prices do not include freight/shipping costs, which will be prepaid and added to the invoice.

Quoted prices do not include applicable sales or use taxes. Such taxes will be added to the invoice unless Customer is exempt from such taxes.

For ventilator products, quoted prices are based on the use of the ventilator(s) within the 50 United States. Ventilators that are shipped outside of the 50 United States would need to be shipped back to the Puritan Bennett Service Center in Carlsbad, CA or to another designated location within the 50 United States, at Customer's sole expense, for warranty service needs.

Payment terms are subject to Covidien's standard terms at time of shipment. For Clinivision CISS products, payment terms are set forth in the Clinivision CISS Terms and Conditions of Sale set forth at the end of this Quotation.

Please indicate account number, complete bill-to and ship-to addresses on purchase order, and please reference this Quote number on your purchase order.

The pricing and other terms and conditions contained in this quotation are confidential and intended solely for the identified customer's consideration. This information must not be disclosed to any other person or entity or used for any purpose other than the identified customer's consideration of the proposed transaction.

For Clinivision CISS products, additional terms and conditions are set forth in the Clinivision CISS Terms and Conditions attached at the end of this Quotation.

COVIDIEN

NORTHERN INYO HOSPITAL
150 PIONEER LN
BISHOP, CA 93514-2556
Contact Person:
Mr. Kevin Christensen, Director of Respiratory Services
Phone: 760 873 2106
Email: kevin.christensen@nih.org

Dave Livingston
Account Executive

15 Hampshire St.
Mansfield, MA 02048
Phone: 800-634-1515 x39153 3915
Fax: (800) 748-9740

Quote Date: 7/18/2013	Expiration Date: 8/30/2013	Pristine Number: 330325
Quote Number: 49755	GPO: Amerinet Non-Committed Pricing	
Payment Terms: Net 30 days	Freight Terms: FOB Destination, customer does not pay freight	

Quote Configuration

Part Number	Description	Amount	Qty	Extended Amount
4-840120EMC-01	New 840 with Color Screen, Oxygen Analyzer, Drainage Vial, one case each DX/800 and Sterivent disposable Bacteria Filters, Air Hose, Oxygen Hose, Power Cord, Test Lung, Flex Arm, Tube Holder, Operator's Manual. Includes 1-Year Warranty and 1 year Preventative Maintenance (This configuration does not have 1 hour BPS)	$18,000.00	1	$18,000.00
10000193	840 Cart with 1-Hr BPS (Old 840 Cart with 1 hour battery option)	$1,495.00	1	$1,495.00
4-MR850-00	F&P MR850 Heated Humidifier	$1,268.49	1	$1,268.49
4-070773-00	PB MR 850 Starter Kit	$243.99	1	$243.99
4-078126-00	Volume Ventilation Plus Option	$500.00	1	$500.00
10019218	Respiratory Mechanics 840 Software Option	$500.00	3	$1,500.00
4-078203-00	PAV+ Option Pkg Kit	$2,080.00	3	$6,240.00

Trade In

Part Number	Description	Amount	Qty	Extended Amount
4-COMPET-T	Siemens-Maquet Servo 900C	($500.00)	1	($500.00)

Promotion

Promotion	Description
QS840SSPUS	Purchase an 840 ventilator, 4-840120EMC-01, for a special system price of $20,500. Add an additional trade-in credit of $500 when trading in either a 7200 or competitive unit. SELECT one of the following software options that will be included at no additional charge: VV+, Trending or Respiratory Mechanics. SELECT one the following cart options at the following promotional prices: Compressor Mount Cart with 1 Hr BPS at $1829 or Pole Cart (Neonatal) with 1 Hr BPS at $1587.

COVIDIEN

NORTHERN INYO HOSPITAL
150 PIONEER LN
BISHOP, CA 93514-2556
Contact Person:
Mr. Kevin Christensen, Director of Respiratory Services
Phone: 760 873 2106
Email: kevin.christensen@nih.org

Dave Livingston
Account Executive

15 Hampshire St.
Mansfield, MA 02048
Phone: 800-634-1515 x39153 3915
Fax: (800) 748-9740

Quote Date: 7/18/2013	Expiration Date: 8/30/2013	Pristine Number: 330325
Quote Number: 49755	GPO: Amerinet Non-Committed Pricing	
Payment Terms: Net 30 days	Freight Terms: FOB Destination, customer does not pay freight	

Quotation Summary	
Miscellaneous Supporting Information: PAV+ and Respiratory Mechanics software to be added to the following 840 ventilators owned by Northern Inyo Hospital:, 3510061587, 3510061609,	
Net Amount	**$28,747.48**

Customer Acceptance (Quote Number: 49755)

NORTHERN INYO HOSPITAL Pristine Number: 330325

Address:	150 PIONEER LN, BISHOP, CA 93514-2556
Contact Person:	Mr. Kevin Christensen, Director of Respiratory Services
Total Purchase Price:	$28,747.48
Quote Expiration Date:	8/30/2013
Terms of Payment:	Net 30 days
Terms of Delivery:	FOB Destination, customer does not pay freight

Please complete Customer Acceptance and return with a P.O. document from your facility to Covidien Sales LLC. Fax: (314) 654-7003**Order cannot be processed without both of these documents.**

The pricing and other terms and conditions contained in this quotation are confidential and intended solely for the identified customer's consideration. This information must not be disclosed to any other person or entity or used for any purpose other than the identified customer's consideration of the proposed transaction.

If trade-in equipment is not received by Covidien Sales LLC within 90 days after Customer's receipt of the new equipment, the full amount of the trade-in credit shall become immediately due and payable, IN CASH.

Compliance with Medicare and Other Requirements. Any identified trade-in allowance, credit or discount may be considered a 'discount or other reduction in price' under Section 1128(b)(3)(A) of the Social Security Act with respect to the applicable equipment or other item. Thus, for such item, Customer agrees that the 'Per Unit Purchase Price net of Trade-in Credit' is the purchase price that the Customer will report for such item under any state or federal program which provides cost or charge based reimbursement for any such equipment, item, or service.

Covidien Sales LLC

Name

Title

Date

Customer Acceptance

Kevin Christensen
Name

Director of Respiratory Care
Title

7-18-13
Date

Customer P.O. Number

7-17-13

THIS SHEET

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NORTHERN INYO HOSPITAL AND RENOWN HEALTH AFFILIATION AGREEMENT

This "Agreement" is made and entered into and effective as of _____, 2013, by and between **NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT,** a California health care district, whose address is 150 Pioneer Lane, Bishop, CA 93514 ("HOSPITAL"), and **RENOWN HEALTH**, a Nevada nonprofit corporation, whose address is 1155 Mill Street, Reno, Nevada 89502 ("RENOWN").

RECITALS

1. RENOWN is the parent holding company of a regional health care system dedicated to the delivery of high quality health care to the residents of the Northern Nevada and Northern and Eastern California Area and is the sole member of Renown Regional Medical Center ("RENOWN REGIONAL"), a rural regional referral center serving that part of Eastern California area which includes Inyo and Mono counties and, specifically, the Northern Inyo County Local Hospital District.

2. HOSPITAL is a Medicare Critical Access Hospital offering comprehensive health care services to the residents of Northern Inyo County, California and adjacent counties in both California and Nevada and is the center for delivery of inpatient and ambulatory services for the communities served. RENOWN REGIONAL may, pursuant to separate written agreements, become the sponsoring hospital for Hospital's Critical Access Hospital Medicare status, allowing it to provide consultative and/or transfer services to HOSPITAL.

3. Health care delivery and financing is, in response to community considerations, including those of third-party payers and employers, changing rapidly. These developments make it necessary for health care providers to form regional networks enabling them to establish coherent systems of health care delivery which provide patients with convenient care at good value.

4. HOSPITAL and RENOWN desire to improve the health status of the people they serve and to deliver and coordinate cost effective services with respect to individual needs in Northern Inyo County Local Hospital District and adjacent communities.

5. HOSPITAL and RENOWN agree that: (1) the creation of an affiliation between them is desirable to enable HOSPITAL and its physicians to become part of an Eastern California health care delivery network; (2) the mission and strategic goals of HOSPITAL are consistent with RENOWN's strategic plan for the delivery of quality health care to the residents of Eastern California, and (3) the affiliation of HOSPITAL with RENOWN will further these purposes.

6. The purpose of this Agreement is to fulfill a regional health care need and meet HOSPITAL's and RENOWN's responsibilities to facilitate the provision of high quality health care services to the region. The Parties expressly acknowledge that no payment or benefit accorded to any Party under this Agreement is directly or indirectly in exchange for the referral of patients and that influencing referral patterns is not a purpose

of this Agreement.

7. The Parties expressly acknowledge and agree that no duty or obligation stated in this Agreement may exceed, be in excess of, or in contravention of the powers granted to Northern Inyo County Local Hospital District by the Constitution of California, the California Health Care District Law (California Health & Safety Code § 32000, et seq.), and/or any other applicable statute or regulation and, to the extent that a duty or obligation may be construed by a Court of competent jurisdiction to be ultra vires under the aforesaid limitations, shall be null and void as set forth with specificity in Paragraph 13 under "TERMS" below.

TERMS

HOSPITAL and RENOWN agree as follows:

1. **Affiliation**. HOSPITAL shall have an affiliate relationship with RENOWN, provided, however, that nothing in said relationship shall create, or be construed to create, the relation of principal to agent, and the agent to principal for either party.

2. **The Provision of Services by RENOWN**. RENOWN will make a good faith effort to make available RENOWN's staff specialists in all areas to HOSPITAL when considered desirable by HOSPITAL's Board of Directors or Administration. These service areas may include, without limitation, the following:

(a) Human Resources;

(b) Staff Education and Management;

(c) Supply Chain Management/Purchasing;

(d) Billing;

(e) Performance Improvement;

(f) Medical Records;

(g) Medical Staff Services;

(h) Accounting;

(i) Information Systems/Communication;

(j) Legal;

(k) Strategic Planning;

(l) Physician Retention and Recruiting;

(m) Clinical Protocols;

(n) Subspecialty Clinics; and

(o) Such additional areas as the parties may, from time to time, agree.

3. **Basic Agreement for Services**. Absent a separate written agreement between the Parties setting forth the specific terms and conditions of the arrangement in question, the following shall govern the provision of any services provided to HOSPITAL by RENOWN (or its subsidiaries) or provided to RENOWN (or its subsidiaries) by HOSPITAL:

(a) **Standard of Performance**. Each Party will utilize the skills of its employees and/or those of its Subsidiaries to perform services under this Agreement to facilitate the delivery of health care that meets standards of care in a reasonably economical and efficient manner. In performing the services, the Parties shall act in good faith and with reasonable diligence. Each Party shall use its best efforts to provide the services in such a manner as to assist the other party in meeting quality standards of health care and in operating on a fiscally prudent basis, consistent with the resources of RENOWN and HOSPITAL.

(b) **Facilities and Support Staff**. The Party for whom the service(s) are being provided shall provide suitable office space, including related equipment and supplies and secretarial support, necessary for the providing Party's support personnel to perform the services under this Agreement.

(c) **Authority with Regard to Personnel**. The providing Party shall retain sole and exclusive authority with regard to the employment, supervision, compensation, promotion, dismissal, and administration of its employees providing services under this Agreement.

(d) **Retention of Authority by Parties**. The governing board of each Party is ultimately responsible for its operations including, but not limited to, development of policies and responsibility for all medical, professional, and ethical affairs.

(e) **Point Person**. RENOWN shall provide a "point person" to which the initial call by HOSPITAL is to be made to. The RENOWN point person shall be responsible for directing the request for service to the proper person within RENOWN and shall also track the RENOWN costs and effectiveness in providing services to HOSPITAL.

4. **Payment for Services**.

(a) HOSPITAL shall be entitled to reasonable levels of phone support for the services when the amount of time is generally less than an hour per phone call. HOSPITAL shall pay RENOWN a monthly retainer of $5000 for phone support services. RENOWN shall maintain records showing the number of phone calls and approximate amount of time per phone call. Six (6) months after the date of this Agreement and every 6 months thereafter the amount of time and direct costs resulting from phone support services shall be reviewed by the Parties and a determination made as to whether there shall be a reconciliation and adjustment of the monthly retainer based on actual time spent on phone support services and the direct costs associated with that time.

(b) "Direct costs" as used in this Agreement, shall mean actual compensation, whether wages or a pro rata amount of salary, paid by RENOWN to persons providing phone support services. "Direct costs" for phone services shall not include any amount attributable to employee benefits, including but not limited to health insurance, sick pay and/or vacation.

(c) For all other services rendered under this Agreement, the receiving Party shall pay to the providing Party an amount equal to the direct costs of providing the requested services plus a margin of 15%. Direct costs shall include the cost of salaries, benefits, supplies, and other expenses incurred solely for the receiving Party.

(d) The providing Party shall periodically render bills to the receiving Party for the services provided under this Agreement but in no event shall bills be sent more than 90 days after the services are rendered.

(e) The receiving Party shall pay all bills in full within 30 days of receipt.

(f) In no event shall payments under this Agreement be determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties.

(g) Billing for all services will be at fair market value of similar services rendered in Washoe County, Nevada. The Parties agree to cooperate to ensure that services are billed at fair market value.

5. **Notices**. Any notice or other communication by either Party to the other shall be in writing and shall be given, and be deemed to have been given, if either delivered by messenger or mailed, postage prepaid, registered or certified mail addressed as follows:

TO HOSPITAL: Northern Inyo Local Hospital District
150 Pioneer Lane
Bishop, CA 93514

Attn: Administrator & CEO

TO RENOWN: Renown Health
1155 Mill St. #Z7
Reno, NV 89502
Attn: President & CEO

or to such other address, and to the attention of such other person or officer as either Party may designate in writing.

6. **No Intent to Induce Referrals**. The purpose of the Agreement is to facilitate the quality of health care to the residents of Northern Inyo County Local Hospital District and other communities served by Hospital. The Parties hereto each acknowledge and agree that it is not a purpose of the Agreement or of any other agreements or undertakings contemplated herein to influence the reason or judgment of the Parties to the Agreement or any renewal thereof or their respective medical staff members, employees, contractors or agents with respect to the referral of any patients for treatment, goods or services. Accordingly, the Parties hereto acknowledge and agree that none of the Parties hereto or their employees, agents or contractors shall be required pursuant to this Agreement to refer any individual to any Party hereto, or any member of the medical staff, or any employee, agent or contractor of any of the foregoing, for the provision of hospital or other medical services or the provision of any other goods or services.

7. **Independent Contractor**. RENOWN and HOSPITAL agree that the relationship between RENOWN and HOSPITAL is one of independent contractors for the furnishing of management, financial and clinical support services. Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between HOSPITAL and RENOWN. The personnel provided by RENOWN (or a Subsidiary) or HOSPITAL (or a subsidiary) under this Agreement shall not be deemed to be employees of the other Party for any reason or purpose.

8. **Term of Agreement**. The term of this Agreement shall be for a period of one year commencing on the effective date of this Agreement, with automatic renewals for successive one-year periods thereafter unless and until either Party shall elect to terminate this Agreement as hereinafter provided. This Agreement may be terminated on the occurrence of any of the following:

(a) By mutual written agreement of the Parties;

(b) By either Party after the first year of this Agreement, with or without cause, upon sixty (60) days prior written notice to the other Party;

(c) By either Party upon a material breach of this Agreement by the other Party if said breach is not cured within ten (10) days after receipt of written notice of the breach by the offending Party; or

(d) By either Party upon the filing of a petition in bankruptcy or similar event on the part of either Party.

Termination of this Agreement shall not relieve either Party of its obligation to pay the other Party compensation for services provided through the date of termination.

9. **Indemnification**. To the extent permitted by law, the Parties agree to indemnify and to hold each other, their respective agents, and employees (including those of RENOWN and/or HOSPITAL Subsidiaries) harmless from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorney fees arising out of the performance of this Agreement which is caused in whole or in part by the negligent act or omission of the other Party, or an agent or employee of the other Party.

10. **Nonassumption of Liabilities**. Neither Party shall, by entering into and performing this Agreement, become liable for any of the existing or future obligations, liabilities or debts of the other. In furtherance of the foregoing neither RENOWN and/or its subsidiaries nor HOSPITAL and/or its subsidiaries shall assume any rights or liabilities of the other party pursuant to this Agreement except as otherwise expressly provided herein. All such rights and liabilities shall remain solely those of the Party who incurred them.

11. **Tradenames / Marketing**. At its election, HOSPITAL may use the phrase "an affiliate of RENOWN," as long as this Agreement is in effect. However, any other use of the name "Renown" or any other logos, service mark or trademark relating to this name shall be subject to the prior written consent of RENOWN. At its election, RENOWN may use HOSPITAL's name "as an affiliate of RENOWN" as long as this Agreement is in effect. However, upon the termination of this Agreement, RENOWN shall discontinue the use of HOSPITAL's name and the phrase "an affiliate of RENOWN" and any logos, service mark or trademark belonging to HOSPITAL, and HOSPITAL shall discontinue the use of the name "Renown" and the phrase "an affiliate of RENOWN" and any logos, service mark or trademark belonging to RENOWN.

12. **Federal Government Access to Books and Records**. Insofar as 42 U.S.C. Section 1395x (v) (1) (I) is applicable to this Agreement, the Parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

(a) Until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, RENOWN shall make available, upon written request to the Secretary of Health and Human Services ("Secretary"), or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the Agreement, and books, documents, and records of RENOWN that are necessary to certify the nature and extent of such costs;

(b) If RENOWN carries out any of the duties of this Agreement through a subcontract, with a value or cost of $10,000 or more over a twelve-month period, with a related organization (as that term is defined in 42 C.F.R. Section 405.427(b), as amended from time to time), such subcontract shall contain a

clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to the subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and those books, documents, and records of such organization that are necessary to verify the nature and extent of such costs; and

(c) In the event access to books, documents, and records is requested pursuant to this Section 11 by the Secretary, the Comptroller General or any of their duly authorized representatives, RENOWN shall immediately notify HOSPITAL and the books, documents, and records shall also be made available to HOSPITAL.

13. **Supervening Law**. HOSPITAL and RENOWN recognize that this Agreement at all times is subject to applicable State, local and Federal laws. The Parties further recognize that this Agreement may become subject to amendments in such laws and to new legislation, including but not limited to Federal or State economic stabilization programs or health insurance programs. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement, or that would cause one or both of the Parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the Parties shall exercise their best efforts to modify the terms of this Agreement consistent with the requirements of law to effectuate the purpose and intent of this Agreement.

14. **Force Majeure**. Notwithstanding anything contained in this Agreement to the contrary, if any term or condition of this Agreement to be performed or observed by a Party is rendered impossible of performance or observance due to any cause beyond the Party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute or governmental rule, for so long as such condition exists, the Party shall be excused from such performance or observance, provided it takes reasonable steps as soon as reasonably practicable in order to terminate such condition.

15. **Modification and Change**. This Agreement may be changed or modified only by a written agreement executed by the Parties hereto.

16. **Assignment**. Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written approval of the other.

17. **Headings**. The headings contained in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

18. **Governing Law**. This Agreement shall be governed by and construed in accordance with California law.

19. **Venue**. Should either party file an action at law or in equity to enforce the provisions of this Agreement, venue for that action shall be in the County of Inyo, State of

California or the United States District Court for the Eastern District of California, as the case may be.

20. **No Third Party Beneficiaries**. This Agreement is intended solely for the benefit of the Parties hereto and there is no intention, expressed or otherwise, to create rights or interests for any Party or persons other than RENOWN or HOSPITAL. This Agreement shall be enforceable only by the Parties hereto and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement, and no other person shall have the right to enforce any of the provisions contained herein.

21. **Waiver of Breach**. The failure of any Party to strictly enforce any provisions of this Agreement shall not be construed as a waiver thereof or as excusing the defaulting Party from future performance.

22. **HIPAA COMPLIANCE**. Each Party shall be considered a Business Associate of the other Party for purposes of any protected health information that is disclosed to the other Party. Each Party shall execute a Business Associate Agreement with the other Party.

23. **Entire Agreement**. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and no representations or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force of effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

NORTHERN INYO LOCAL HOSPITAL DISTRICT

By: _____
John Ungersma, M.D.

Its: President, Board of Directors
"HOSPITAL"

RENOWN HEALTH

By: _____
Donald C. Sibery

Its: Interim CEO
"RENOWN"

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

This Agreement is made and entered into on this 6th day of August, 2013 by and between Northern Inyo County Local Hospital District ("District") and Joy Engblade, M.D. ("Physician").

RECITALS

A. District, which is organized and exists under the California Local Health Care District Law, *Health & Safety Code section 32000, et seq.*, operates Northern Inyo Hospital ("Hospital"), a critical access hospital serving northern Inyo County, California, including the communities of Bishop and Big Pine.

B. The District Board of Directors has found, by Resolution No. 09-01, that it will be in the best interests of the public health of the aforesaid communities to obtain a licensed physician who is a board-certified/eligible specialist in the practice of internal medicine, to practice in said communities, on the terms and conditions set forth below.

C. Physician is a physician and surgeon engaged in the private practice of medicine, licensed to practice medicine in the State of California. Physician desires to relocate her practice ("Practice") to Bishop, California, and practice general medicine in the aforesaid communities.

IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS:

I.
COVENANTS OF PHYSICIAN

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

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

Hospital on an ongoing basis, and shall be in the form, and contain the information, requested by the Hospital such that a complete medical record can be assembled.

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

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

a) Obtain and maintain Provisional or Active Medical Staff ("Medical Staff") membership with Internal Medicine privileges sufficient to support a full time Internal Medicine practice, for the term of this Agreement.

b) Physician shall be solely responsible for call coverage for her personal private practice.

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

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

e) District expressly agrees that said services might be performed by such other qualified physicians as the Physician may employ or otherwise provide so long as each such physician has received proper training, is properly licensed, has been granted privileges by the Hospital Medical Staff, and has received approval in writing from the Hospital.

II.
COVENANTS OF THE DISTRICT

2.01. Hospital Services.

a) Space. Hospital shall make the Offices available for the operation of Physician's Practice either through a direct let at no cost to the physician or through an arrangement with a landlord, also at no cost to the physician, other than the fees retained by the hospital (3.05).
b) Equipment. In consultation with Physician, Hospital shall provide all equipment as may be reasonably necessary for the proper operation and conduct of Physician's practice. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.

2.02. General Services. District shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone service, as may be required for the proper operation and conduct of Physician's Practice.

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

2.04. Personnel. District shall determine the initial number and types of employees required for the operation of the Practice and place them in the Practice initially. Physician and Hospital will mutually agree to subsequent staffing requirements. Physician shall not be required to maintain any personnel that she does not feel is appropriate for the practice.

2.05. Business Operations. District shall be responsible for all business operations related to operation of the Practice, including personnel management, billing and payroll functions. Physician will provide the appropriate billing codes, which will be used unless changed by mutual consent of the Physician and Hospital. Hospital will incur and pay all operating expenses of the Practice.

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

2.07. Practice Hours. The District desires, and Physician agrees, that Physician's Practice shall operate on a full-time basis, maintaining hours of operation in keeping with the full time practice of one internal Medicine physician while permitting a schedule sufficient to serve the patients of the Practice. Specific shifts will be scheduled according to normal operating procedures of the Practice and will be mutually agreed upon with Physician. A work schedule such as two

weeks of office practice, one week of hospitalist rotation and one week off shall fulfill this requirement.

III.
COMPENSATION

3.01. **Compensation**. During the term of this agreement, District shall guarantee Physician an annual income of $218,000., payable to Physician at the higher of 50% of fees collected for services rendered in Section II or the rate of $8,384.61. every two (2) weeks, adjusted quarterly to reflect 50 % of fees collected so that payments will not exceed the minimum guarantee unless 50% of the fees exceed the guarantee on an annualized basis. All payments shall be made on the same date as the District normally pays its employees. Hospital will provide lodging for physician for a period of 6 months in a hospital leased unit if available.

3.02. **Malpractice Insurance**. Physician will secure and maintain her own malpractice insurance with limits of no less than $1 million per occurrence and $3 million per year. District will reimburse Physician eighty percent (80%) of the premiums for said insurance paid for by Physician.

3.03. **Health Insurance**. Hospital will provide physician with Medical, Dental, and Vision insurance equivalent to what a single (unmarried) hospital employee receives.

3.04. **Billing for Professional Services**. Subject to section 2.05 above, Physician assigns to District all claims, demands and rights of Physician to bill and collect for all professional services rendered to Practice patients, for all billings for surgical services, for all billings consulting performed or provided by the Physician. Physician acknowledges that Hospital shall be solely responsible for billing and collecting for all professional services provided by Physician to Practice patients at Practice and for all surgical services performed at the Hospital, and for managing all Practice receivables and payables, including those related to Medicare and MediCal beneficiaries. Physician shall not bill or collect for any services rendered to Practice patients or Hospital patients, and all Practice receivables and billings shall be the sole and exclusive property of Practice. In particular, any payments made pursuant to a payer agreement (including co-payments made by patients) shall constitute revenue of the Practice. In the event payments are made to Physician pursuant to any payer agreement, Physician shall promptly remit the payments directly to District.

3.05. **Retention**. Hospital will retain 50% of all fees collected from the activities of physician/practice in exchange for the services rendered in II above.

IV.
TERM AND TERMINATION

4.01. **Term**. The term of this Agreement shall be three (3) years beginning on February 1, 2014 and ending on January 31, 2017. The Agreement may be renewed, by written instrument signed by both parties, no later than 120 days before its expiration date.

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

a) By either party at any time, without cause or penalty, upon ninety (90) days' prior written notice to the District;

b) Immediately by District in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;

c) Immediately upon closure of the Hospital or Practice;

d) By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, District must give notice to Physician equal to that provided to District by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment; or

e) By either party in the event of a material breach by the other party and, in such event, the non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days' written notice to the breaching party, explaining the breach, unless such breach is cured to the satisfaction of the non-breaching party within the thirty (30) days.

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

V.
PROFESSIONAL STANDARDS

5.01. **Medical Staff Membership.** It is a condition precedent of District's obligation under this Agreement that Physician maintains Active Medical Staff membership on the Hospital Medical Staff with appropriate clinical privileges and maintain such membership and privileges throughout the term of this Agreement.

5.02. **Licensure and Standards**. Physician shall:

a) At all times be licensed to practice medicine in the State of California;

b) Comply with all policies, bylaws, rules and regulations of Hospital, Hospital Medical Staff, and Practice, including those related to documenting all advice to patients and proper sign-off of lab and X-ray reports;

c) Be a member in good standing of the Provisional or Active Medical Staff of Hospital;

d) Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of Hospital;

e) Participate in continuing education as necessary to maintain licensure and the current standard of practice; and

f) Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission.

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

VI.
RELATIONSHIP BETWEEN THE PARTIES

6.01. **Professional Relations**.

a) Independent Contractor. No relationship of employer and employee is created by this Agreement. In the performance of Physician's work and duties, Physician is at all times acting and performing as an independent contractor practicing the profession of medicine. District shall neither have nor exercise control or direction over the methods by which Physician performs professional services pursuant to this Agreement; provided, however, that

Physician agrees that all work performed pursuant to this Agreement shall be in strict accordance with currently approved methods and practices in Physician's professional specialty and in accordance with the standards set forth in this Agreement.

b) Benefits. Except as specifically set forth in this Agreement, it is understood and agreed that Physician shall have no claims under this Agreement or otherwise against Hospital for Social Security benefits, worker's compensation benefits, disability benefits, or any employee benefit of any kind. In addition, Hospital shall have no obligation to reimburse Physician for any costs or expenses associated with Physician's compliance with continuing medical education requirements.

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

VII.
GENERAL PROVISIONS

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

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

Physician shall also make available such subcontract and the books, documents, and records of any subcontractor if that subcontractor performs any of the Physician's duties under this Agreement at a cost of $10,000.00 or more over a

twelve (12) month period, and if that subcontractor is organizationally related to Physician.

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

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

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

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

7.05. **Repayment of Inducement**. The parties stipulate and agree that the income guaranteed to Physician under this Agreement, and the covenants of the District to provide office space, personal, equipment, and certain other benefits, are the minimum required to enable Physician to relocate herself to Bishop, California; that she is not able to repay such inducement, and no such repayment shall be required.

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

7.07. **Attorneys' Fees**. If any legal action or other proceeding is commenced, by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

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

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

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

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

Physician: Joy Engblade, M.D.
152 Pioneer Lane, Suite C
Bishop, CA 93514

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

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

7.12. **Prior Agreements**. This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the matters contained in this Agreement. This Agreement may be modified only by a writing signed by each party or his/its lawful agent.

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

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

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

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

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

7.18. **Construction**. This Agreement has been negotiated and prepared by both parties and it shall be assumed, in the interpretation of any uncertainty, that both parties caused it to exist.

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

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

PHYSICIAN

By _____
Joy Engblade, M.D.
Physician

APPROVED AS TO FORM:

_____
Douglas Buchanan
District Legal Counsel

EXHIBIT A

SCOPE OF DUTIES OF THE PHYSICIAN

POSITION SUMMARY

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

Specifically, the Physician will:

1. Provide high quality primary medical care services.

2. Direct the need for on-going educational programs that serve the patient.

3. Evaluate and develop treatment plans to facilitate the individual healthcare needs of each patient.

4. Work with all Practice personnel to meet the healthcare needs of all patients.

5. Assess, evaluate, and monitor on-going health care and medication of Practice patients.

6. Manage all medical and surgical emergencies.

7. Participate in professional development activities and maintain professional affiliations.

8. Participate with Hospital to meet all federal and state regulations.

9. Utilize Hospital provided EMR.

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RELOCATION EXPENSE AGREEMENT

THIS AGREEMENT, MADE AND ENTERED into this first day of February, 2014, by and between the NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT, hereinafter referred to as "District" and Joy Engblade, M.D. hereinafter referred to as "Physician."

I

RECITALS

1.01. District is a Local Healthcare District, organized and existing under the California Local Health Care District Law, Health and Safety Code Section 32000, et seq., with its principal place of business in Bishop, California, at which location it operates Northern Inyo Hospital (hereinafter "Hospital").

1.02. Physician is licensed to practice medicine in the State of California, and is certified by the American Board of Internal Medicine. Physician holds membership on the Medical Staff of Northern Inyo Hospital. Physician warrants that she is qualified for membership on the Provisional and Active Medical Staffs at Hospital and that there is no impediment to her maintaining such membership.

1.03. The Board of Directors (hereinafter "Board") of District has determined, pursuant to Health & Safety Code section 32121.3, that the Northern Inyo Hospital Medical Staff requires an additional physician practicing internal medicine in order to insure adequate coverage of that medical specialty and, further, has determined that recruitment of such a physician would be in the best interests of the public health of the communities served by the District and would benefit the District.

1.04. Physician desires to relocate her practice to Bishop, California.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

II

COVENANTS OF THE PARTIES

2.01. Physician agrees to relocate her practice in Bishop, California; to apply for and use her best efforts to maintain membership on the Provisional and Active Medical Staffs of Northern Inyo Hospital, with privileges in Internal Medicine, to maintain such memberships for an aggregate period of at least two (2) years and to maintain an active practice in Internal Medicine in the City of Bishop, California, for at least two (2) years.

2.02. District agrees to pay up to $16,000, as incurred, to Physician for moving expenses (which shall include items such as moving company fees, U-Haul and other conveyance expenses, travel expenses, and lodging) to support her move to Bishop, California. Additionally, the District will award a $20,000.00 sign-on bonus, payable on the first day that the Physician sees patients.

2.03. Physician agrees that should she fail to perform all of the acts promised in Section 2.01 above, that she shall, not later than thirty (30) days after being given written notice by the District, repay to the District, with interest at the rate of four and six tenths percent (4.6%) a prorated share, representing that portion of the two (2) years in which she is or will not be performing such acts, of those funds expended by the District pursuant to Section 2.02 above. For example, if Physician fulfills her obligations for 18 months, then she shall repay the District, with interest, $9,000 (representing the product of 6/24 x $36,000.).

III

GENERAL PROVISIONS

3.01. This is the entire agreement of the parties. It may not be modified except by a writing signed by each of the parties.

3.02. Any written notice given pursuant to the Agreement shall be deemed given when such notice is deposited in the U.S. Mail, first class postage prepaid, addressed to the respective parties as follows:

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

Joy Engblade, MD
C/O Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

3.03. If either party brings legal action to enforce any rights or obligations under this Agreement, the Court shall have the power to award reasonable attorney's fees to the prevailing party.

3.04. The rights and obligations set forth in this Agreement are personal to all parties, and may not be assigned without the express written consent of all parties.

3.05. This Agreement shall be binding upon the heirs, successors, assigns, and personal representatives of the respective parties.

3.06. The parties acknowledge and agree, in accord with the requirements of Health & Safety Code section 32121.3(c) (2), that no payment or other consideration shall be made for the referral of patients to the District's hospital or to any affiliated non-profit corporation, and that no such payment or consideration is contemplated or intended.

3.7. This Agreement shall be interpreted according to the laws of California.

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

NORTHERN INYO COUNTY LOCAL
HOSPITAL DISTRICT

By _____
President, Board of Directors
Northern Inyo County Local
Hospital District

By _____
Jay Englade M.D.

THIS SHEET

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

This Agreement is made and entered into on this August 9, 2013 by and between Northern Inyo County Local Hospital District ("District") and Shawn D. Rosen, M.D. ("Physician").

RECITALS

A. District, which is organized and exists under the California Local Health Care District Law, *Health & Safety Code section 32000, et seq.,* operates Northern Inyo Hospital ("Hospital"), a critical access hospital serving northern Inyo County, California, including the communities of Bishop and Big Pine.

B. The District Board of Directors has found, by Resolution No. 09-01, that it will be in the best interests of the public health of the aforesaid communities to obtain a licensed physician who is a board-certified/eligible specialist in the practice of internal medicine, to practice in said communities, on the terms and conditions set forth below.

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

IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS:

I.
COVENANTS OF PHYSICIAN

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

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

care services rendered hereunder; such documentation shall be submitted to Hospital on an ongoing basis, and shall be in the form, and contain the information, requested by the Hospital such that a complete medical record can be assembled.

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

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

a) Obtain and maintain Provisional or Active Medical Staff ("Medical Staff") membership with Internal Medicine privileges sufficient to support a full time Internal Medicine practice, for the term of this Agreement.

b) Physician shall share call coverage for the Internal Medicine practice with the other (currently 3) internal medicine physicians in an equitable manner.

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

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

e) District expressly agrees that said services might be performed by such other qualified physicians as the Physician may employ or otherwise provide so long as each such physician has received proper training, is properly licensed, has been granted privileges by the Hospital Medical Staff, and has received approval in writing from the Hospital.

II.
COVENANTS OF THE DISTRICT

2.01. Hospital Services.

a) Space. Hospital shall make the Offices available for the operation of Physician's Practice either through a direct let at no cost to the physician or through an arrangement with a landlord, also at no cost to the physician, other than the fees retained by the hospital (3.05).
b) Equipment. In consultation with Physician, Hospital shall provide all equipment as may be reasonably necessary for the proper operation and conduct of Physician's practice. Hospital shall repair, replace or supplement such equipment and maintain it in good working order.

2.02. General Services. District shall furnish ordinary janitorial services, maintenance services, and utilities, including telephone and internet service, as may be required for the proper operation and conduct of Physician's Practice.

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

2.04. Personnel. District shall determine the initial number and types of employees required for the operation of the Practice and place them in the Practice initially. Physician and Hospital will mutually agree to subsequent staffing requirements. Physician shall not be required to maintain any personnel that he does not feel is appropriate for the practice.

2.05. Business Operations. District shall be responsible for all business operations related to operation of the Practice, including personnel management, billing and payroll functions. Physician will provide the appropriate billing codes, which will be used unless changed by mutual consent of the Physician and Hospital. Hospital will incur and pay all operating expenses of the Practice.

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

2.07. Practice Hours. The District desires, and Physician agrees, that Physician's Practice shall operate on a full-time basis, maintaining hours of operation in keeping with the full time practice of one General Medicine physician while permitting a schedule sufficient to serve the patients of the Practice. Specific shifts will be scheduled according to normal operating procedures of the Practice and will be mutually agreed upon with Physician.

III.
COMPENSATION

3.01. **Compensation**. During the term of this agreement, District shall guarantee Physician an annual income of $196,689, payable to Physician at the higher of 50% of fees collected for services rendered in Section II or the rate of $7576.92 every two (2) weeks, adjusted quarterly to reflect 50 % of fees collected so that payments will not exceed the minimum guarantee unless 50% of the fees exceed the guarantee on an annualized basis. All payments shall be made on the same date as the District normally pays its employees. On an annual basis and at conclusion of this agreement, District shall reconcile payments to Physician 3 months after the period. If compensation paid for the period is less than 50% of fees collected, District will distribute the difference to Physician. Hospital will provide furnished lodging for physician for a period of 6 months in one of its own units, if available, or other comparable facility if units are unavailable.

3.02. **Malpractice Insurance**. District will secure and maintain Physician's malpractice insurance with limits of no less than $1 million per occurrence and $3 million per year and include full tail coverage.

3.03. **Health Insurance**. Hospital will provide physician with Medical, Dental, and Vision insurance equivalent to what a single (unmarried) hospital employee receives for a period of 18 months.

3.04. **Billing for Professional Services**. Subject to section 2.05 above, Physician assigns to District all claims, demands and rights of Physician to bill and collect for all professional services rendered to Practice patients, for all billings for surgical services, for all billings consulting performed or provided by the Physician. Physician acknowledges that Hospital shall be solely responsible for billing and collecting for all professional services provided by Physician to Practice patients at Practice and for all surgical services performed at the Hospital, and for managing all Practice receivables and payables, including those related to Medicare and MediCal beneficiaries. Physician shall not bill or collect for any services rendered to Practice patients or Hospital patients, and all Practice receivables and billings shall be the sole and exclusive property of Practice. In particular, any payments made pursuant to a payer agreement (including co-payments made by patients) shall constitute revenue of the Practice. In the event payments are made to Physician pursuant to any payer agreement, Physician shall promptly remit the payments directly to District.

3.05. **Retention**. Hospital will retain 50% of all fees collected from the activities of physician/practice in exchange for the services rendered in II above.

3.06 **Sign on Bonus.** District will pay Physician the amount of $27,000. Should the term of this agreement and subsequent renewals end sooner than two years upon initiation, bonus will be refunded back to District on a pro-rata basis. For example, if the term is completed in 3 months, Physician will return $23,625, or $27,000 x (24 – months worked) / 24.

3.07 **Extension Option.** Mutual agreement by both parties may extend this agreement as indicated in **4.01.** If this agreement is extended for more than 20 months:

a. The compensation in **3.01** shall become $218,000.00 payable in bi weekly amounts of $8,384.62,

b. Such compensation shall be retroactive to the first day the Physician saw a patient under this agreement.

IV.
TERM AND TERMINATION

4.01. **Term**. The term of this Agreement shall be ninety (90) days beginning on August 26, 2013 and ending on November 24, 2013. Should parties mutually agree on extension of the contract beyond November 24, 2013, this contract will continue until the date specified. Should parties mutually agree on extension of the contract beyond November 24, 2013, this contract will continue until the date specified.

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

a) By Physician at any time, without cause or penalty, upon thirty (30) days' prior written notice to the District;

b) Immediately by District in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;

c) Immediately upon closure of the Hospital or Practice;

d) By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, District must give notice to Physician equal to that provided to District by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment; or

e) By either party in the event of a material breach by the other party and, in such event, the non-breaching party shall have the right to terminate this Agreement after providing thirty (30) days' written notice to the breaching party, explaining the breach, unless such breach is cured to the satisfaction of the non-breaching party within the thirty (30) days.

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

V.
PROFESSIONAL STANDARDS

5.01. **Medical Staff Membership**. It is a condition precedent of District's obligation under this Agreement that Physician maintains Active Medical Staff membership on the Hospital Medical Staff with appropriate clinical privileges and maintain such membership and privileges throughout the term of this Agreement.

5.02. **Licensure and Standards**. Physician shall:

a) At all times be licensed to practice medicine in the State of California;

b) Comply with all policies, bylaws, rules and regulations of Hospital, Hospital Medical Staff, and Practice, including those related to documenting all advice to patients and proper sign-off of lab and X-ray reports;

c) Be a member in good standing of the Provisional or Active Medical Staff of Hospital;

d) Maintain professional liability coverage in an amount required for membership on the Active Medical Staff of Hospital;

e) Participate in continuing education as necessary to maintain licensure and the current standard of practice; and

f) Comply with all applicable laws, rules and regulations of any and all governmental authorities, and applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations.

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

which constitute any of the above offenses shall be a material breach of this Agreement.

VI.
RELATIONSHIP BETWEEN THE PARTIES

6.01. Professional Relations.

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

b) Benefits. Except as specifically set forth in this Agreement, it is understood and agreed that Physician shall have no claims under this Agreement or otherwise against Hospital for Social Security benefits, worker's compensation benefits, disability benefits, or any employee benefit of any kind. In addition, Hospital shall have no obligation to reimburse Physician for any costs or expenses associated with Physician's compliance with continuing medical education requirements.

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

VII.
GENERAL PROVISIONS

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

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

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

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

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

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

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

7.05. **Repayment of Inducement**. The parties stipulate and agree that the income guaranteed to Physician under this Agreement, and the covenants of the District to provide office space, personal, equipment, and certain other benefits, are the minimum required to enable Physician to relocate himself to Bishop, California; that he is not able to repay such inducement, and no such repayment shall be required.

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

7.07. **Attorneys' Fees**. If any legal action or other proceeding is commenced, by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

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

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

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

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

Physician: Shawn D. Rosen, M.D.
152 Pioneer Lane, Suite C
Bishop, CA 93514

Notice may be given either personally or by first-class mail, postage prepaid, addressed to the party designated above at the address designated above, or an address subsequently specified in writing by the relevant party. If given by mail,

notice shall be deemed given two (2) days after the date of the postmark on the envelope containing such notice.

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

7.12. **Prior Agreements**. This Agreement represents the entire understanding and agreement of the parties as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to the matters contained in this Agreement. This Agreement may be modified only by a writing signed by each party or his/its lawful agent.

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

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

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

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

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

7.18. **Construction.** This Agreement has been negotiated and prepared by both parties and it shall be assumed, in the interpretation of any uncertainty, that both parties caused it to exist.

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

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

PHYSICIAN

By _____
Steven D. Rosen, M.D.
Physician

APPROVED AS TO FORM:

_____
Douglas Buchanan
District Legal Counsel

EXHIBIT A

SCOPE OF DUTIES OF THE PHYSICIAN

POSITION SUMMARY

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

Specifically, the Physician will:

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

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RELOCATION EXPENSE AGREEMENT

THIS AGREEMENT, MADE AND ENTERED into this August 9, 2013, by and between the NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT, hereinafter referred to as "District" and Shawn D. Rosen, M.D., hereinafter referred to as "Physician."

I.
RECITALS

1.01. District is a Local Healthcare District, organized and existing under the California Local Health Care District Law, Health and Safety Code Section 32000, et seq., with its principal place of business in Bishop, California, at which location it operates Northern Inyo Hospital (hereinafter "Hospital").

1.02. Physician is licensed to practice medicine in the State of California, and is certified by the American Board of Internal Medicine. Physician has applied for membership on the Medical Staff of Northern Inyo Hospital. Physician warrants that he is qualified for membership on the Provisional Active Medical Staff and Active Medical Staff of the Hospital and that there is no impediment to his obtaining such membership.

1.03. The Board of Directors (hereinafter "Board") of District has determined, pursuant to Health & Safety Code section 32121.3, that the Northern Inyo Hospital Medical Staff requires an additional physician practicing Internal Medicine in order to insure adequate coverage of that medical specialty and, further, has determined that recruitment of such a physician would be in the best interests of the public health of the communities served by the District and would benefit the District.

1.04. Physician desires to relocate his practice in Bishop, California.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

II.

COVENANTS OF THE PARTIES

2.01. Physician agrees to relocate his practice in Bishop, California; to apply for and use his best efforts to obtain membership on the Provisional Active Medical Staff and Active Medical Staff of Northern Inyo Hospital, with privileges in Internal Medicine, to maintain such memberships continuously for an aggregate period of at least two (2) years and to maintain an active practice in Internal Medicine in the City of Bishop, California, for at least two (2) years.

2.02. District agrees to pay up to $22,000 as incurred, to Physician for moving expenses (which shall include items such as moving company fees, U-Haul and other conveyance expenses, travel expenses, and lodging) to support his move to Bishop, California.

2.03. Physician agrees that should he fail to perform all of the acts promised in Section 2.01 above, that he shall, not later than thirty (30) days after being given written notice by the District, repay to the District, with effective annual interest at the rate of three and six tenths percent (3.6%) a prorated share, representing that portion of the two (2) years in which he is or will not be performing such acts, of those funds expended by the District pursuant to Section 2.02 above. For example, if Physician fulfills his obligations for 18 months, then he shall repay the District, $4,500 (representing the product of 6/24 x $22,000.).

III.

GENERAL PROVISIONS

3.01. This is the entire agreement of the parties with respect to the subject matter set forth in the Relocation Agreement. It may not be modified except by a writing signed by each of the parties.

3.02. Any written notice given pursuant to the Agreement shall be deemed given when such notice is deposited in the U.S. Mail, first class postage prepaid, addressed to the respective parties as follows:

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

Shawn Rosen, M.D.
C/O Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

3.03. If either party brings legal action to enforce any rights or obligations under this Agreement, the Court shall have the power to award reasonable attorney's fees to the prevailing party.

3.04. The rights and obligations set forth in this Agreement are personal to all parties, and may not be assigned without the express written consent of all parties.

3.05. This Agreement shall be binding upon the heirs, successors, assigns, and personal representatives of the respective parties.

3.06. The parties acknowledge and agree, in accord with the requirements of Health & Safety Code section 32121.3(c) (2), that no payment or other consideration shall be made for the referral of patients to the District's hospital or to any affiliated non-profit corporation, and that no such payment or consideration is contemplated or intended.

3.7. This Agreement shall be interpreted according to the laws of California.

3.08. The term of this agreement shall be from the first day Physician and Hospital agree to an extension of the "Practice Management and Income Guarantee" agreement entered into on or about 8/26/2013

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

NORTHERN INYO COUNTY LOCAL
HOSPITAL DISTRICT

By _____
John Halfen,
Administrator, Northern Inyo Hospital

by _____
Shawn D. Rosen, M.D.,
Physician

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NORTHERN INYO HOSPITAL EMPLOYEE MEDICAL EXPENSE DISCOUNT

Effective with dates of service January 1, 2014, all current Northern Inyo Hospital employees covered under Northern Inyo Hospital's medical benefit plan, or other group medical benefit plan in its place, and only dependents covered under Northern Inyo Hospital medical benefit plan, will be entitled to a 50 percent discount off their "covered" out of pocket medical expense for services received at Northern Inyo Hospital.

The 50 percent discount will be applied upon receipt of payment in full for the employee's or dependent's "covered" out of pocket expense. The payment in full is due within 30 days of receipt of the first bill following reimbursement of the benefit plan. The 50 percent discount will be applied following the applicable District Resident Discount of 20 percent, also due within 30 days of receipt of the first bill following reimbursement of the benefit plan.

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9-9-13/bt

CANCELLATION AGREEMENT

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT ("DISTRICT") and LANDIS, KOP, CARLEVATO, LOOS, SHONNARD and McNAMARA, Ltd., doing business as TAHOE CARSON RADIOLOGY agree to cancel that certain contract between them dated April 1, 2013 for the provision of a Medical Director of Radiology to provide oversight, operation and administration of the Radiology Department at Northern Inyo Hospital in Bishop, California.

The parties agree that cancellation of the contract is made with their mutual and express intent to extinguish all obligations imposed on them by the contract.

Executed on _____, 2013 at Bishop, California.

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

by: _____
JOHN UNGERSMA, M.D.
President, Board of Directors

LANDIS, KOP, CARLEVATO, LOOS,
SHONNARD and McNAMARA, Ltd. dba
TAHOE CARSON RADIOLOGY

by _____
STEVE MIMS, Administrator

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Memorandum

Date: September 6, 2013

To: John Halfen, Administrator (CEO/CFO)
Trustees of the Northern Inyo Hospital Board of Directors

From: Personnel/Payroll Advisory Committee (PPAC) Voting Members Who Represent Employees as of the date of this memorandum

- Patty Dickson (term up 01/01/2014), represents managers
- Heleen Welvaart (term up 01/01/2014), represents non-management employees from nursing services (one of two)
- Nita Eddy (term up 01/01/2015), represents non-management employees from nursing services (one of two)
- Don Hayden (term up 01/01/2015), represents non-management employees from administrative services
- Grant Schumacher (term up 01/01/2015) represents non-management employees from ancillary services
- Cindy LeFever (term up 01/01/2014) represents non-management employees from support services
- Veronica Hernandez (term up 01/01/2014) represents non-management employees from nonhospital-based areas

RE: Presentation of recommendation about the NIH Job Protected Leave (JPL) Policy to Administration and the Board of Directors

According to the board-approved PPAC guidelines, the mission of the Committee is to provide the Northern Inyo Hospital Administrator and Board of Directors with written recommendations regarding the Northern Inyo Hospital Personnel Policies, Payroll Policies and Guidelines, and the fringe benefit package offered by the Hospital to its employees.

PPAC members have respectfully requested an agenda item, supplied documentation for the Board packet, and will be present at the September 19, 2013 Board meeting to present this written recommendation.

After much deliberation, in response to concerns raised by employees regarding the NIH Job-Protected Leave Policy, members of the PPAC present the following recommendations:

- Adoption and maintenance of separate policies for legally provided Job Protected Leaves of Absence (JPLs) including Pregnancy Disability Leave (PDL), Family Medical Leave Act (FMLA), California Family Rights Act (CFRA).
- Adoption and maintenance of a separate NIH Job Protected Leave Policy that runs concurrently with legally provided job protected leaves of absence, as recommended by PPAC:
  - Expansion of the current NIH JPL from 16 weeks for all eligible employees to a maximum of 28 weeks on a sliding scale based on Lifetime Benefit Hours (LBH) for eligible employees
  - Discontinue PTO accrual during JPLs in order to help offset increased costs of expanding the maximum length of the NIH JPLs
  - Continue provision of healthcare benefits at the payroll deduction rate for the duration of NIH JPLs

Attachments:
PowerPoint Slides for Presentation - Review of NIH Job Protected Leave (JPL) Policy
Copies of Approved PPAC Meeting Minutes
Sample of email with working DRAFT of policy sent to employees
Sample of email for vote sent to employees
Sample email communications from Nursing PPAC representatives

Review of NIH Job Protected Leave (JPL) Policy

Prepared and presented by
Northern Inyo Hospital (NIH)
Personnel/Payroll Advisory Committee (PPAC)
September 18, 2013

TIMELINE

Dec 2012/Jan 2013	President of NIH Board, Dr. Ungersma, advised NIH to resume PPAC meetings to revise or newly draft NIH Job Protected Leave (JPL) of Absence Policy for NIH employees
January 15, 2013	Initiation of PPAC Meetings about JPL – seventeen meetings held since 1/15/2013 (approved minutes included in Board packet)
March 26, 2013	Proposed NIH Job Protected Leave of Absence Policy concepts presented by voting PPAC members to non-voting PPAC members
April 19, 2013	Final Draft of NIH Job Protected Leave of Absence Policy emailed to NIH employees for review and feedback (sample email and working DRAFT of policy sent to employees included in Board packet)
May 11, 2013	Questions submitted by NIH employees per PPAC member request in preparation of All Employee Meetings
May 29, 2013	All Employee Meetings (3) facilitated by Administration to respond to employee questions/concerns submitted to PPAC representatives. Videotaped session made available on intranet for interested employees unable to attend meetings
June 2013	Employees voted on proposed NIH Job Protected Leave of Absence Policy
June 26, 2013	Cost analysis and financial concerns presented at PPAC re: adoption of proposed NIH Job Protected Leave of Absence Policy
August 27, 2013	PPAC members decide by consensus to recommend the proposed policy

Key Issues Identified

1. Providing adequate job protected leave for employees
2. Maintaining longer period of healthcare insurance coverage for employees at affordable rate
3. Acknowledging value of long-term employees
4. Using available paid leave and sick leave balances for job protected leave
5. Defining leave for per diem employees who are not eligible for job protected leave

Proposed NIH Job Protected Leave of Absence Policy

- Expand the length of time for NIH job protected leave of absence and healthcare insurance (1, 2)
- Sliding scale for length of leave of absence based on Lifetime Benefit Hours (3)
- By expanding the length of time for NIH job protected leave, there will be additional paid leave and sick leave coordinated while off (4)
- Per diem status needs to be reviewed separately (5)

Recommendation

- Separate policies for legally provided JPLs
  - PDL, FMLA, CFRA
- Separate NIH Job-Protected Policy that runs concurrently with legally provided job-protected leaves
- Expand NIH JPL from 16 to 28 weeks based LBH sliding scale
- Disallow accrual of PTO during JPL in order to help offset increased costs associated with expanding the length of the leave
- Allow healthcare benefits to continue at the employee's payroll deduction cost during JPL (COBRA rates after employee separation)

Proposed NIH JPL Policy

Number of Weeks	Lifetime Benefit Hours (LBH)	
28	42250 (more than 20 full time years)	up
24	29250 (more than 14 full time years)	42249
20	16250 (almost 8 full time years)	29249
16	3250 (more than 1.5 full time years)	16249
12	>1250 + 1 year of NIH employment (1250 LBH = over ½ of a full time year)	3249
0	<1250 LBH in prior year	

Northern Inyo Hospital - COBRA Rate Schedule			
Monthly Rates effective as of 09/19/2013			
		Single (Employee Only)	**Family (Employee+1 or more)**
Basic Plus Plan			
Medical/vision/RX only:		$ 720.54	$ 1,789.81
Dental only:		$ 89.06	$ 221.22
Medical/dental/vision/RX: Total combined		**$ 809.60**	**$ 2,011.03**
Basic Plan			
Medical/vision/RX only:		$ 631.48	$ 1,568.60
Dental only:		$ 89.06	$ 221.22
Medical/dental/vision/RX: Total combined		**$ 720.54**	**$ 1,789.82**

Northern Inyo Hospital - Payroll Deduction Rate Schedule		
Monthly Rates effective as of 09/19/2013		
		Monthly
Basic Plus Plan		
Employee Only		$ 30.84
Employee Plus 1		$ 217.22
Employee Plus 2 or more		$ 294.98
2-Married Employees benefited plus 1		$ 248.06
Basic Plan		
Employee Only		$ -
Employee Plus 1		$ 166.60
Employee Plus 2 or more		$ 241.90
2-Married Employees benefited plus 1		$ 166.60

	Maximum Full Time Leave in a Rolling 12-month period		
	Months	**Weeks**	**Hours**
Job Protected Leaves of Absence:			
Legally provided			
PDL	4	17.33	693.33
FMLA	3	12	480
CFRA	3	12	480
PDL+CFRA	7	29.33	1173.33
NIH policy			
NIH Medical (current)	4	16	640
NIH Medical (PPAC recommended)	7	28	1120
Not Job Protected Leaves of Absence:			
NIH policy			
Personal LOA	1	4	160

PDL = Pregnancy Disability Leave
FMLA = Family Medical Leave Act
CFRA = California Family Rights Act
NIH = Northern Inyo Hospital
PPAC = Personnel/Payroll Advisory Committee
LOA = Leave of Absence

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 1/15/13 1:30pm
2nd Floor Conference Room

APPROVED

CALL TO ORDER

The regular meeting was called to order at 1:33pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT

- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **John Halfen**, Administrator (CEO/CFO), position member, non-voting
- **Carrie Petersen**, Chief of Fiscal Services, position member, non-voting
- **Lucy Alarid**, Employee Advocate, position member, non-voting
- **Patty Dickson** (term up 01/01/2014), represents managers
- **Robin Christensen** (term up 01/01/2014), represents non-management employees from nursing services (one of two)
- **Nita Eddy until nominations are held** (term up 01/01/2013), represents non-management employees from nursing services (one of two)
- **Grant Schumacher until nominations are held** (term up 01/01/2013) represents non-management employees from ancillary services (Clinical Laboratory, Pathology, Respiratory Therapy, Physical Therapy, EKG/EEG, Pharmacy, and Radiology)
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services (Environmental Services, Dietary, Purchasing, Maintenance, and Laundry and Linen)
- **Veronica Hernandez for Kathy Alden until nominations are held** (term up 01/01/2014) represents non-management employees from non-hospital-based areas

MEMBERS ABSENT:

- **Don Hayden until nominations are held** (term up 01/01/2013), represents non-management employees from administrative services

OTHERS PRESENT:

- Melanie Fields, Nursing Office Secretary

APPROVAL OF PREVIOUS MINUTES:

Minutes of the May 5, 2011, PPAC meeting were reviewed. Correction noted to show that Robin Christensen was present at this meeting. A motion to approve those minutes with that change was made by Grant Schumacher; seconded by Patty Dickson, and unanimously approved.

UNFINISHED BUSINESS:

PPAC Guidelines: distributed and reviewed

- The following changes in title will be made under the "Composition" section:
  - ✓ "Human Resources Manager" to be changed to "Human Resources Director"
  - ✓ "Controller" to be changed to "Chief of Fiscal Services"
- After some discussion, the committee decided that they would like to continue having the Human Resources Director, Chief of Fiscal Services, Hospital Administrator, and the Employee Advocate to continue to be a part of the PPAC as they are valuable resources to the Committee
- Committee decided against a proxy representative to attend PPAC meetings

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 1/15/13 1:30pm
2nd Floor Conference Room

APPROVED

Personnel Policies: discussions

Personnel Policy Review – Family and Medical leave

- Georgan passed out a "Review of NIH Job Protected Leave – Policies and Procedures". After reading the document, the following items were addressed and discussed
  - ✓ Eligibility requirements apply to full-time, part-time and per diem employees.
  - ✓ Separation from employment with NIH does not stop the Workers' Compensation claim; the claim continues to be handled according to Workers' Compensation rules.
  - ✓ Pregnancy related illness and Pregnancy and bonding to make it easier to read.
  - ✓ Amount of time an employee can be out for personal or family illness before being separated from employment and how the benefits are affected
  - ✓ If rehired, how the benefits are affected

- ***Item list of suggestions/ideas to possibly submit to the Board regarding job protected leave policies and procedures – these will be developed during an aggressive meeting schedule in order to possibly present at the February 2013 Board meeting:***
  - ✓ Sliding scale for years of service
  - ✓ "Review Committee" of case by case for longer protected leave

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- Brief summary of PPAC meeting to be presented to the January 16, 2013 Board meeting

DISCUSSION ITEMS FOR NEXT MEETING:

- List of ideas for insurance companies that are being used for affordable care
- Quarterly PPAC meetings may not be often enough

NEW BUSINESS:

- None

NEXT MEETING:

- Grant Schumacher will work with members to arrange aggressive meeting schedule before the February 20, 2013, Board meeting and will notify members via email to the next scheduled meeting times and places.

ADJOURNMENT:

- The meeting was adjourned at approximately 3:20pm

Minutes Taken by: _____
Melanie Fields
Nursing Administrative Secretary

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 01/29/2013 12:30-2:00pm
2nd Floor Conference Room

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:33pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT

- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **Patty Dickson** (term up 01/01/2014), represents managers from all areas and services
- **Robin Christensen** (term up 01/01/2014), represents non-management employees from nursing services (one of two)
- **Nita Eddy, until nominations/elections in February** (term up 01/01/2013), represents non-management employees from nursing services (one of two)
- **Don Hayden, until nominations/elections in February** (term up 01/01/2013) Represents Non-Management employees from administrative services
- **Grant Schumacher, until nominations/elections in February** (term up 01/01/2013) Represents: Clinical Laboratory, Pathology, Respiratory Therapy, Physical Therapy, EKG/EEG, Pharmacy, Radiology
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services (Environmental Services, Dietary, Purchasing, Maintenance, Laundry and Linen)
- **Veronica Hernandez for Kathy Alden, until nominations/elections in February**(term up 01/01/2014) represents non-management employees from non-hospital based areas

MEMBERS EXCUSED:

- **Lucy Alarid**, Employee Advocate, position member, non-voting
- **John Halfen**, Administrator (CEO/CFO), position member, non-voting
- **Carrie Petersen**, Chief of Fiscal Services, position member, non-voting

OTHERS PRESENT:

- Melanie Fields, Nursing Office Secretary

APPROVAL OF PREVIOUS MINUTES:

Minutes of the January 22, 2013, PPAC meeting were reviewed. A motion to approve the minutes was made by Grant Schumacher; seconded by Patty Dickson, and unanimously approved.

UNFINISHED BUSINESS:

- Georgan stated that, as of the start of this meeting, no nominations had been submitted to HR for the representative for non-management employees from non-hospital based areas now represented by Veronica Hernandez for Kathy Alden.
  - Veronica stated that if no nominations had been received in HR at the conclusion of the meeting, she would nominate herself for the position.
- Nita Eddy – "stipend for employee covered under spouse's insurance plan" – *tabled for 2/5/13 meeting when position members are present.*
- **Personnel Policies:** discussions
  - **Personnel Policy Review** – Family and Medical leave
    - ***Ideas to look at and discussion:***

1. Sliding scale (after 16 week leave has ended)
   a. Long term employee vs. short term employee
      - 0-5 years; 1 week
      - 5-10 years; 2 to 4 weeks
2. Ability to use PTO, SickO, SickN for extended leave

APPROVED

3. Increase length of time for job protected leave
   a. Review Board for assessing unusual circumstances
      - Elective vs. non-elective i.e. surgery
   b. Guidelines for review for Board and Administration
4. Job performance
5. Reinstatement vs. rehire
   a. Lifetime Benefit Hours (LBH); original hire date
6. Reduced Cobra rates
   a. Benefit bridge
7. Lift PTO maximum accrual

- ***Additional discussion around ideas of:***
  - Cost of employee being off compared to cost of training a new employee or a temporary hire. Discussion was as follows:
    - The longer the employee has worked here, they are a greater asset (feeling of worth)
    - It takes a minimum of 8 weeks to train
  - Sliding scale
  - Original hire date vs. anniversary date
  - Position date changes with new job position
  - Anniversary date changes after 30 days of leave
  - Work force
  - Per diem employees – no benefits
  - All employees entitled to JPL – majority of employees are FT and RPT
    - JPL is 12 weeks; NIH gives additional 4 weeks
    - FT vs. RPT – accrual of PTO and how much UNUM buy-up can be purchased
  - Policies need to be cleaned up
  - Possibility of having UNUM and Colonial reps to come to NIH to talk about additional policies

- PPAC reps to bring input from other employees to the next meeting.

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS: None

POSSIBLE DISCUSSION ITEMS FOR FUTURE MEETINGS:
- Ideas on how policies are to be enforced
- Per diem number of minimum hours

NEW BUSINESS: None

NEXT MEETING: February 5, 2013, 2nd Floor Conference Room

ADJOURNMENT: The meeting was adjourned at approximately 2:00pm.

Minutes Taken by: _____
Melanie Fields
Nursing Administrative Secretary

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 2/5/13 12:30pm
2 Floor Conference Room

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:35pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT

- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **Patty Dickson** (term up 01/01/2014), represents managers from all areas and services
- **Robin Christensen** (term up 01/01/2014), represents non-management employees from nursing services (one of two)
- **Nita Eddy,** (term up 01/01/2015), represents non-management employees from nursing services (one of two)
- **Don Hayden until elections in February** (term up 01/01/2013) Represents Non-Management employees from administrative services
- **Grant Schumacher** (term up 01/01/2015) Represents: Clinical Laboratory, Pathology, Respiratory Therapy, Physical Therapy, EKG/EEG, Pharmacy, and Radiology
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services (Environmental Services, Dietary, Purchasing, Maintenance, and Laundry and Linen)
- **Veronica Hernandez for Kathy Alden** (term up 01/01/2014) represents non-management employees from non-hospital based areas
- **John Halfen,** Administrator (CEO/CFO), position member, non-voting
- **Carrie Petersen,** Chief of Fiscal Services, position member, non-voting

MEMBERS ABSENT:

- **Lucy Alarid,** Employee Advocate, position member, non-voting

OTHERS PRESENT:

- Melanie Fields, Nursing Office Secretary

APPROVAL OF PREVIOUS MINUTES:

Minutes of the January 29, 2013, PPAC meeting were reviewed. After date changes were corrected, a motion to approve the minutes was made by Grant Schumacher; seconded by Patty Dickson, and unanimously approved.

UNFINISHED BUSINESS:

- Discussion items:
  - Nita Eddy - Stipend for employee covered under spouse's insurance plan
  - Georgan distributed a benefits letter regarding the Medical/Dental/Vision benefits used by John Halfen to explain regarding the stipend or "cash-back" when both spouses are NIH employees with NIH insurance coverage.
    - Mr. Halfen stated that the "cash-back" incentive is not to have an additional person, i.e. spouse of the hospital employee, on the hospital's health insurance plan
      - Everyone gets the same benefits, whether each spouse has a separate payroll deduction or one spouse takes the payroll deduction for both (no coordination of benefits – it's one NIH plan)
      - NIH handles the payroll deductions in these cases to minimize to cost to the employees
      - Employees needing further explanation can discuss this further with John Halfen or Carrie Petersen

APPROVED

- **Personnel Policies:** discussions
  - Job-protected leaves of absence
    - Sliding scale – needs to be definitive
      - Years of service vs. Lifetime Benefit Hours
        - LBH could be used as a base
        - Still need to consider dates, too
    - Benefits Bridge – clarification from Mr. Halfen and Carrie Petersen
      - Possibly setting up a "special deductions" account to offset the expense of COBRA
        - Carrie Petersen explained that COBRA pricing changes annually
        - Premiums are based on NIH figures – claims, administrative fees.
      - Mr. Halfen stated that an employee payroll deduction could be considered IF the NIH Foundation Board was willing/able to administer the monies collected from employees into a fund for leave-related "emergency situations"
        - The deduction would be post-tax
        - The Foundation Board might not be able to or agree to do this
    - PTO Cap
      - New PTO is a funded benefit
      - SickO and SickN are not a funded benefits, not booked as liabilities, or paid out when and employee separates from employment with NIH
    - Extension of leave time – IDEAS:
      - Extended to 6 months
      - Extending to 20 weeks and raising the PTO cap to 500 hours
      - Find a middle ground for what is rational

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- Patty Dickson distributed a printout titled "Frequently asked questions and answers about the revisions to the Family and Medical Leave Act" for review from the Department of Labor

DISCUSSION ITEMS FOR NEXT MEETING:

- Job protected leave
- Unfunded family leave
- Review board for assessing unusual circumstances
- The job-protected leave topic needs to be submitted to the Board as soon as possible

NEW BUSINESS:

- None

NEXT MEETING:

- February 12, 2013, 12:30p in the 2nd Floor Conference Room

ADJOURNMENT:

- The meeting was adjourned at approximately 2:02pm

Minutes Taken by: _____
Melanie Fields
Nursing Administrative Secretary

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 2/12/13 12:30pm
2 Floor Conference Room

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:35pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT
- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **Patty Dickson** (term up 01/01/2014), represents managers from all areas and services
- **Robin Christensen** (term up 01/01/2014), represents non-management employees from nursing services (one of two)
- **Nita Eddy,** (term up 01/01/2015), represents non-management employees from nursing services (one of two)
- **Don Hayden** (term up 01/01/2015) Represents Non-Management employees from administrative services
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services (Environmental Services, Dietary, Purchasing, Maintenance, and Laundry and Linen)
- **Veronica Hernandez** (term up 01/01/2014) represents non-management employees from non-hospital based areas

MEMBERS ABSENT:
- **Grant Schumacher** (term up 01/01/2015) Represents: Clinical Laboratory, Pathology, Respiratory Therapy, Physical Therapy, EKG/EEG, Pharmacy, and Radiology
- **Lucy Alarid**, Employee Advocate, position member, non-voting
- **John Halfen**, Administrator (CEO/CFO), position member, non-voting
- **Carrie Petersen**, Chief of Fiscal Services, position member, non-voting

OTHERS PRESENT:
- Melanie Fields, Nursing Office Secretary

APPROVAL OF PREVIOUS MINUTES:
Minutes of the February 5, 2013, PPAC meeting were reviewed. A motion to approve the minutes was made by Nita Eddy; seconded by Patty Dickson, and unanimously approved.

UNFINISHED BUSINESS:
- **Personnel Policies:** discussions
  - Leave – family/medical
    - Sliding scale (distributed by Patty Dickson after informal discussion among members after the last PPAC meeting adjourned.)
      - 28 weeks will be the goal
      - Medical certification still required
      - Leave type and timeline needs to be defined and clarified before bringing the idea to Administration

        *Georgan reminded the PPAC members that they are an advisory committee
    - Rate of PTO accrual
      - LBH could be used as a base
    - Need to take a look at all of the policies that play a role in leaves
      - Boiler template of leave policy
      - PPAC members need to take a look at Policy & Procedure Manager, Approved Policies under Human Resources-Employee Handbook

APPROVED

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- Don Hayden has been re-elected for a second term as the non-management employees from administrative services representative

DISCUSSION ITEMS FOR NEXT MEETING:

- Talk to per diem employees
- Read policies that play a role in leaves
- Review templates handed out by Georgan to use as a guide for putting together an updated policy – overview referencing detailed procedure or details in the policy

NEW BUSINESS:

- None

NEXT MEETING:

- No meeting next week to allow time to work on discussion items for next meeting
- February 26, 2013, 12:30-2:00pm, location TBA (computer with big screen needed)

ADJOURNMENT:

- The meeting was adjourned at approximately 1:55pm

Minutes Taken by: _____
Melanie Fields
Nursing Administrative Secretary

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 2/26/13 12:30pm
PMA-D

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:40pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT
- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **Patty Dickson** (term up 01/01/2014), represents managers from all areas and services
- **Robin Christensen** (term up 01/01/2014), represents non-management employees from nursing services (one of two)
- **Nita Eddy,** (term up 01/01/2013), represents non-management employees from nursing services (one of two)
- **Don Hayden** (term up 01/01/2011) Represents Non-Management employees from administrative services
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services (Environmental Services, Dietary, Purchasing, Maintenance, and Laundry and Linen)
- **Grant Schumacher** (term up 01/01/2011) Represents: Clinical Laboratory, Pathology, Respiratory Therapy, Physical Therapy, EKG/EEG, Pharmacy, and Radiology

MEMBERS ABSENT:
- **Lucy Alarid**, Employee Advocate, position member, non-voting
- **John Halfen**, Administrator (CEO/CFO), position member, non-voting
- **Carrie Petersen**, Chief of Fiscal Services, position member, non-voting
- **Veronica Hernandez for Kathy Alden until nominations/elections in February**(term up 01/01/2014) represents non-management employees from non-hospital based areas

OTHERS PRESENT:
- Melanie Fields, Nursing Office Secretary

APPROVAL OF PREVIOUS MINUTES:
Minutes of the February 12, 2013, PPAC meeting were reviewed. A motion to approve the minutes was made by Patty Dickson; seconded by Don Hayden, and unanimously approved.

UNFINISHED BUSINESS:
- **Personnel Policies:** discussions
  - At the 2/12/2013 meeting, members were asked to look personnel policies that play a role in personal and family leave to bring to the 2/26/13 meeting. The following policies were selected for review and discussion:
    - ✓ 07-05 Lifetime Benefit Hours – could be used as a guide for a sliding scale
    - ✓ 08-01 Paid Time Off – could be used as a guide for a sliding scale
    - ✓ 09-02 Sick Leave
    - ✓ 11-01 State Disability Insurance
    - ✓ 11-02 Hospitalization and Medical Insurance
    - ✓ 11-04 Life Insurance and Long Term Disability Insurance
    - ✓ 14-01 Personal Leave of Absence
    - ✓ 14-02 Family Medical Leave of Absence
    - ✓ 15-01 Involuntary Leave of Absence
    - ✓ 15-04 Benefits as Affected by Changes in Employment Status

APPROVED

- ✓ 17-01 Work Related Accidents
- ✓ 24-01 Termination Benefits

- Members were also asked to talk to Per Diem employees to get their input on medical leave:
  - Difference of opinion among the per diem employees
  - Some felt they should have the same benefits as full time or regular part time employees
- Policy template:
  - Need to incorporate State laws
- Review and changes to the "Family and Medical Leave" in the Employee Handbook Sample were discussed.

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- None

NEW BUSINESS:

- None

NEXT MEETING:

- March 6, 2013, location TBA

AGENDA ITEMS FOR NEXT MEETING:

- Badge Policy
- Employee Handbook changes for "Family Medical Leave" policy

ADJOURNMENT:

- The meeting was adjourned at approximately 1:55pm

Minutes Taken by: _____
Melanie Fields
Nursing Administrative Secretary

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 3/5/13 12:30pm
PMA-D

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:33pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT

- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **Patty Dickson** (term up 01/01/2014), represents managers from all areas and services
- **Robin Christensen** (term up 01/01/2014), represents non-management employees from nursing services (one of two)
- **Nita Eddy,** (term up 01/01/2015), represents non-management employees from nursing services (one of two)
- **Don Hayden** (term up 01/01/2015) Represents Non-Management employees from administrative services (Accounting, HR, HIM, Credit & Billing Information, Admission/Registration, IT, Language Services, Administration, Community Relations, Marketing/Grant Writing, Employee Health, Medical Staff Administration, Nursing Administration, Staff Development, UR, PI)
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services (Environmental Services, Dietary, Purchasing, Maintenance, and Laundry and Linen)
- **Grant Schumacher** (term up 01/01/2015) Represents: Clinical Laboratory, Pathology, Respiratory Therapy, Physical Therapy, EKG/EEG, Pharmacy, and Radiology)
- **Veronica Hernandez** (term up 01/01/2014) represents non-management employees from non-hospital based areas (Physician Clinics, RHC)

MEMBERS ABSENT:

- **Lucy Alarid**, Employee Advocate, position member, non-voting
- **John Halfen**, Administrator (CEO/CFO), position member, non-voting
- **Carrie Petersen**, Chief of Fiscal Services, position member, non-voting

OTHERS PRESENT:

- Melanie Fields, Nursing Office Secretary

APPROVAL OF PREVIOUS MINUTES:

Minutes of the February 26, 2013, PPAC meeting were reviewed. A motion to approve the minutes was made by Patty Dickson; seconded by Grant Schumacher, and unanimously approved.

UNFINISHED BUSINESS:

- **Personnel Policies:** discussions
  - Continued review and discussion of "Family and Medical Leave" and Employee Handbook Sample starting with Notifications and Certifications
  - Continued brief discussion of the potential Sliding Scale presented by Patty Dickson based LBH

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- Robin Christensen is taking a new position as Day Shift Nursing Supervisor
  - She will no longer be able to represent non-management
  - HR will distribute nomination forms for Robin's replacement representative

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 3/5/13 12:30pm
PMA-D

APPROVED

NEW BUSINESS:

- Patty Dickson – Badge Policy – agenda submission for to follow – tabled

NEXT MEETING:

- March 13, 2013, 12:30-2p in the PMA-D

AGENDA ITEMS FOR NEXT MEETING:

- Potential sliding scale for "Family Leave" continued discussion
  - ✓ Time to be defined

ADJOURNMENT:

- The meeting was adjourned at approximately 1:55pm

Minutes Taken by: _____
Melanie Fields
Nursing Administrative Secretary

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 3/12/13 12:30pm
PMA-D

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:37pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT
- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **Patty Dickson** (term up 01/01/2014), represents managers from all areas and services
- **Don Hayden** (term up 01/01/2015) Represents Non-Management employees from administrative services (Accounting, HR, HIM, Credit & Billing Information, Admission/Registration, IT, Language Services, Administration, Community Relations, Marketing/Grant Writing, Employee Health, Medical Staff Administration, Nursing Administration, Staff Development, UR, PI)
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services (Environmental Services, Dietary, Purchasing, Maintenance, and Laundry and Linen)
- **Grant Schumacher** (term up 01/01/2015) Represents: Clinical Laboratory, Pathology, Respiratory Therapy, Physical Therapy, EKG/EEG, Pharmacy, and Radiology)
- **Veronica Hernandez** (term up 01/01/2014) represents non-management employees from non-hospital based areas (Physician Clinics, RHC)

MEMBERS ABSENT:
- **Lucy Alarid**, Employee Advocate, position member, non-voting
- **Vacant,** (term up 01/01/2014), represents non-management employees from nursing services (one of two)
- **Nita Eddy,** (term up 01/01/2015), represents non-management employees from nursing services (one of two)
- **John Halfen**, Administrator (CEO/CFO), position member, non-voting
- **Carrie Petersen**, Chief of Fiscal Services, position member, non-voting

OTHERS PRESENT:
- Melanie Fields, Nursing Office Secretary

APPROVAL OF PREVIOUS MINUTES:
Minutes of the March 5, 2013, PPAC meeting were reviewed. A motion to approve the minutes was made by Grant Schumacher, and seconded by Cindy LeFever; unanimously approved.

UNFINISHED BUSINESS:
- **Personnel Policies:** discussions
    - Continued discussion of the potential Sliding Scale presented by Patty Dickson based LBH
        - Addressed sliding scale based on LBH with a maximum of 28 weeks
            - Ranges of LBH could be a consideration (i.e. like PTO accruals)
            - Employee must still meet eligibility requirements according to laws
        - Patty will send revised scale to Georgan for review at next meeting
        - Carrie Petersen, John Halfen, and Lucy Alarid to attend the next PPAC meeting to review and discuss the suggestions with voting committee members
    - Continued review and discussion of "Family and Medical Leave" Employee Handbook Sample starting with "Types of Absences Covered"

APPROVED

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- Working from home, requires administrator approval. When an employee is on a medical leave of absence for their own serious health condition, the employee cannot work from home per the administrator.

NEW BUSINESS:

- Patty Dickson – Badge Policy – tabled

NEXT MEETING:

- March 19, 2013, 12:30-2p – 2nd Floor Conference Room

AGENDA ITEMS FOR NEXT MEETING:

- Continued "Family Leave" discussion

ADJOURNMENT:

- The meeting was adjourned at approximately 1:59pm

Minutes Taken by: _____
Melanie Fields
Nursing Administrative Secretary

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 3/26/13
2nd Floor Conference Room

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:31 pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT:
- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **John Halfen**, Administrator (CEO/CFO), position member, non-voting
- **Carrie Petersen**, Chief of Fiscal Services, position member, non-voting
- **Lucy Alarid**, Employee Advocate, position member, non-voting
- **Patty Dickson** (term up 01/01/2014) , represents managers
- **Heleen Welvaart** (term up 01/01/2014), represents non-management employees from nursing services
  (one of two)
- **Nita Eddy** (term up 01/01/2015) represents non-management employees from nursing services (one of two)
- **Don Hayden** (term up 01/01/2015) represents non-management employees from administrative services
- **Grant Schumacher** (term up 01/01/2015) represents non-management employees from ancillary services
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services

MEMBERS ABSENT:
- **Veronica Hernandez** (term up 01/01/2014) represents non-management employees from non-management hospital-based areas

OTHERS PRESENT:
- Melanie Fields, Nursing Office Secretary

APPROVAL OF PREVIOUS MINUTES:
Minutes of the 3/26/13 meeting were approved with the correction of John Halfen, Carrie Petersen, and Lucy Alarid were absent at the request of the voting members. Motion made by Grant Schumacher; seconded by Nita Eddy.

UNFINISHED BUSINESS:
Personnel Policies: discussions
- Review of the potential sliding scale given by Grant Schumacher as to what has been discussed to date.
  - Mr. Halfen and Carrie Petersen will review the sliding scale and the suggestions presented to date based on the following:
    - Coordination of benefits
    - FMLA and job protection only
    - Cost of a new employee vs. and long-time employee based on LBH

        - If employee is out longer than 16 weeks will they still have benefits
        - LBH spread
        - Old sick and new sick
        - Distribution of LBH
    - Factors to be considered:
        - PTO can only be cashed out twice a year
        - Anyone on leave cannot accrue benefits
- Mr. Halfen and Carrie will come back to the meeting on 4/9/13 to present their findings

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- Heleen Welvaart welcomed as the new representative for non-management employees from nursing services vacated by Robin Christensen.

NEW BUSINESS:

- Patty Dickson – badge policy – tabled

NEXT MEETING:

- APRIL 9, 2013, 12:30-2pm, PMA-D

AGENDA ITEMS FOR NEXT MEETING:

- Continued "Family Leave" discussion

ADJOURNMENT:

- Meeting was adjourned at approximately 1:55pm

Minutes taken by:_____

Melanie Fields
Nursing Administrative Secretary

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISOTY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 4/9/13
PMA-D

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:34 pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT:
- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **Carrie Petersen**, Chief of Fiscal Services, position member, non-voting
- **Patty Dickson** (term up 01/01/2014) , represents managers
- **Heleen Welvaart** (term up 01/01/2014), represents non-management employees from nursing services
  (one of two)
- **Nita Eddy** (term up 01/01/2015) represents non-management employees from nursing services (one of two)
- **Don Hayden** (term up 01/01/2015) represents non-management employees from administrative services
- **Grant Schumacher** (term up 01/01/2015) represents non-management employees from ancillary services
- **Veronica Hernandez** (term up 01/01/2014) represents non-management employees from non-management hospital-based areas

MEMBERS ABSENT:
- **John Halfen**, Administrator (CEO/CFO), position member, non-voting
- **Lucy Alarid**, Employee Advocate, position member, non-voting
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services

OTHERS PRESENT:
- Melanie Fields, Nursing Office Secretary

APPROVAL OF PREVIOUS MINUTES:
Minutes of the 4/2/13meeting were approved. Motion made by Grant Schumacher; seconded by Nita Eddy; unanimously approved

UNFINISHED BUSINESS:
Personnel Policies: discussions
- Review of the potential sliding scale.
  - Carrie Petersen gave a general summary review of the sliding scale and the suggestions presented to date based on Sick Old and New on benefited employees
    - Multiplied 28, 24 , and 20 week based on LBH, looked at the 12, 8, and 4 week New Sick, $ for their rate multiplied by amount of hours they have on the books, estimated if PT or FT to come up with the average earnings
    - SDI pays 55% up to $1067

- Employees who have time on the books and took maximum time, total cost to the hospital was $224,000 (save by not having accruals)
- Would be a savings to the hospital of approx $40,000 or approx 60%-80%
- Per Diem employees are no cost to the hospital because of not being benefited:
    - Will they have job protection – yes, if eligible
    - Are the covered by the same policies – yes at this time
    - Do they have to meet the 1250 worked hours per year to have covered leave – yes
    - "Per Diem" needs to be defined for Job Protected Leave
    - Per Diem employees who work 1000 hours in a year = 1 year of pension
    - Per Diem employee status reviewed year end
    - Not benefitted
    - Only worked if needed

- Badge Policy
    - Current Badge Policy handed out
    - Discussion of employee responsibility to have their badge at work
    - Physicians not under hospital jurisdiction

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- Process for filling out a form to be an agenda item to be presented at PPAC
- Send to Georgan to be placed on the next available agenda

NEW BUSINESS:

- None

NEXT MEETING:

- APRIL 16, 2013, 12:30-2pm, PMA-D (pending)

AGENDA ITEMS FOR NEXT MEETING:

- Continued "Family Leave" discussion

ADJOURNMENT:

- Meeting was adjourned at approximately 1:47pm

Minutes taken by:_____

Melanie Fields
Nursing Administrative Secretary

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 4/23/13
Administrative Meeting Room (AMR)

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:35 pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT:
- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **John Halfen**, Administrator (CEO/CFO), position member, non-voting
- **Carrie Petersen**, Chief of Fiscal Services, position member, non-voting
- **By telephone Patty Dickson** (term up 01/01/2014) , represents managers
- **Heleen Welvaart** (term up 01/01/2014), represents non-management employees from nursing services (one of two)
- **Nita Eddy** (term up 01/01/2015) represents non-management employees from nursing services (one of two)
- **Don Hayden** (term up 01/01/2015) represents non-management employees from administrative services
- **Grant Schumacher** (term up 01/01/2015) represents non-management employees from ancillary services
- **Veronica Hernandez** (term up 01/01/2014) represents non-management employees from non-management hospital-based areas

MEMBERS ABSENT:
- **Lucy Alarid**, Employee Advocate, position member, non-voting
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services

OTHERS PRESENT:
- Laurie Longnecker, Human Resources Assistant to help with meeting notes

APPROVAL OF PREVIOUS MINUTES:
Minutes of the 4/16/13 meeting were approved with the following addition requested by Nita Eddy -
Please add a bullet point under Badge Policy
- Nita Eddy disagrees with the policy that badges are deactivated while an employee is out on a medical leave of absence.

Motion made by Grant Schumacher; seconded by Patti Dickson; unanimously approved

UNFINISHED BUSINESS:
Personnel Policies: discussions
- Review of responses from employees regarding PPAC proposal for the changes to the Family Medical Leave policy, job protected leave
  - Employees who responded seemed pretty favorable to the proposal for additional job protected time
  - There were questions from employees about PTO no longer accruing during a leave
    - Carrie Petersen explained that the accrual of PTO at NIH is different than at many other employers in that it is accrued pay period to pay period and is not received in a lump sum or on each holiday for instance; therefore, it is really like being "docked" if an employee does not receive accruals during a leave.
  - There were questions about:
    - coordination of benefits (including how that is a factor for PTO accrual and continuation of payroll deducted benefits)
    - disability
    - unemployment
    - COBRA and when those rates must be charged
  - There were questions by longer-term employees regarding previously accrued balances of Old Sick, New Sick

        - PPAC members asked if John Halfen can send out an email explaining how New Sick balances are included in retirement calculations.
    - Members were generally concerned about not receiving enough feedback or questions from employees
        - Carrie Petersen asked Don Hayden if SharePoint might be useful. There were concerns about employees being able to use SharePoint. PPAC members felt that the PPAC link on the NIH Intranet, emails, and posting of emails for employees who might not see their email as frequently should continue.
        - The group discussed holding all employee meetings on all shifts in a town hall format where employees' questions could be answered by a panel including Administration and HR
        - PPAC members will send out emails requesting questions be sent in advance for such a meeting – by May 15th, PPAC members will route questions from their constituents with identification removed to Patty Dickson who volunteered to compile a list all questions received for the PPAC
        - At the next PPAC meeting, questions will be further reviewed by members and the all employee meetings will be planned. Ideas about meetings included:
            - Hold meetings maybe quarterly
            - A time limit of one hour per meeting
            - Videotaping meetings so that employees unable to attend can hear questions and responses by viewing via a link on the NIH Intranet
            - First meeting timeframe for the leave topic will be sometime after May 27th
        - Questions specific to the leave policy topic will be the priority to be considered and addressed at the first all employee meetings, since that is the current policy under review by PPAC. Time permitting, other questions will be addressed or discussed at future all employee meetings

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- None

NEW BUSINESS:

- None

NEXT MEETING:

- May 21, 2013, 12:30-2pm, PMA-D

AGENDA ITEMS FOR NEXT MEETING:

- Continued "Family Leave" discussion; review of questions collected from employees, plan for all employee town hall format meetings

ADJOURNMENT:

- Meeting was adjourned at approximately 1:50pm

Minutes taken by:_____
Georgan Stottlemyre and Laurie Longnecker
Human Resources

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 5/21/13
PMA-D

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:34 pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT:
- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **Patty Dickson** (term up 01/01/2014) , represents managers
- **Heleen Welvaart** (term up 01/01/2014), represents non-management employees from nursing services (one of two)
- **Nita Eddy** (term up 01/01/2015) represents non-management employees from nursing services (one of two)
- **Don Hayden** (term up 01/01/2015) represents non-management employees from administrative services
- **Grant Schumacher** (term up 01/01/2015) represents non-management employees from ancillary services
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services
- **Veronica Hernandez** (term up 01/01/2014) represents non-management employees from non-management hospital-based areas

MEMBERS ABSENT:
- **John Halfen**, Administrator (CEO/CFO), position member, non-voting (meeting conflict)
- **Carrie Petersen**, Chief of Fiscal Services, position member, non-voting (on vacation)
- **Lucy Alarid**, Employee Advocate, position member, non-voting (on leave)

OTHERS PRESENT:
- Melanie Fields, Nursing Office Secretary
- Vikki Bauer, Hospital Board's Employee Satisfaction Assessment Consultant

APPROVAL OF PREVIOUS MINUTES:
Minutes of the 4/23/13 meeting were approved. Motion to approve by Patty Dickson; seconded by Grant Schumacher and unanimously approved.

NEW BUSINESS:
- Employee Satisfaction Assessment Survey Report by Vikki Bauer, Hospital Board's Employee Satisfaction Assessment Consultant
  - Review and discussion of the report findings that were presented to the Board of Directors at the NIH Board Meeting on 4/17/13
    Vikki agreed to email bullet points of the findings to Georgan to forward on to PPAC Members so that they can distribute this information to all employees

UNFINISHED BUSINESS:

Personnel Policies: discussions

- Review of employee questions given to their PPAC representatives regarding FMLA for discussion at the All Employee Meetings to be scheduled for the week of 5/28/13-5/31/13
  - Meetings will be scheduled for 5:00am, 10:00am, 1:00pm, and 5:00pm so that staff from all shifts will be able to attend
  - Location of the meetings will be determined by Administration
  - PPAC Members to inform their employee groups about the All Employee Meetings
  - Arrangements to be made for one or two of the meetings to be videotaped and available for viewing for employees who may not be able to attend

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- None

NEXT MEETING:

- Tentatively scheduled for Tuesday, June 4, 2013 at 12:30 in the 2nd Floor Conference Room.

AGENDA ITEMS FOR NEXT MEETING:

- Hiring Policy

ADJOURNMENT:

- Meeting was adjourned at approximately 1:55pm

Minutes taken by:_____

Melanie Fields
Nursing Administrative Secretary

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISORY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 6/4/13
2nd Floor Conference Room

APPROVED

CALL TO ORDER

The meeting was called to order at 12:33 pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT:
- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **John Halfen**, Administrator (CEO/CFO), position member, non-voting
- **Carrie Petersen**, Chief of Fiscal Services, position member, non-voting
- **Patty Dickson** (term up 01/01/2014) , represents managers
- **Heleen Welvaart** (term up 01/01/2014), represents non-management employees from nursing services
  (one of two)
- **Nita Eddy** (term up 01/01/2015) represents non-management employees from nursing services (one of two)
- **Don Hayden** (term up 01/01/2015) represents non-management employees from administrative services
- **Grant Schumacher** (term up 01/01/2015) represents non-management employees from ancillary services
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services
- **Veronica Hernandez** (term up 01/01/2014) represents non-management employees from non-management hospital-based areas

MEMBERS ABSENT:
- **Lucy Alarid**, Employee Advocate, position member, non-voting

OTHERS PRESENT:
- Sandy Blumberg, Administration Executive Assistant

APPROVAL OF PREVIOUS MINUTES:
The minutes of the 5/21/13 meeting were approved. Motion to approve by Grant Schumacher; seconded by Cindy LeFever and unanimously approved.

UNFINISHED BUSINESS:
Personnel Policies – Family and Medical Leave: discussions
- Georgan asked for feedback regarding how the All Employee meetings went. Carrie feels that the people who attended a meeting now have a better appreciation/understanding of the financial side of our FMLA decisions, and she feels that the meetings were definitely useful. It was also mentioned that some of the meetings were well attended, however since they took place on a busy patient care day some employees who would have liked to attend were unable to do so. Discussion followed regarding the best time and frequency with which to hold future All Employee meetings, and it was tentatively decided that on a routine basis the meetings will be held quarterly, probably at 2 separate times during the day. The 5:00am meeting drew no

attendees so that time slot will not be used again. John suggested the group poll their departments and ask what meeting times would work the best for them. The group decided that the next quarterly meeting will be held in August or September, and the format will keep to a 1 hour meeting. Georgan asked if the group thinks we need to repeat the first meeting for those who were unable to attend, and the response to that question was 'no'. Don stated that a video of the 10am meeting is available and can be posted to the intranet for employees to view, and the group agreed to have the video posted, then email employees advising them that they can view the recording if they wish to do so.

- Discussion opened on the progress of the revised personnel policies regarding employee family and medical leave allowances. The revised policy is nearly ready for submission to the Board of Directors. The importance of finalizing the policy revisions and presenting them to the Board of Directors in a timely manner was discussed, and it was decided that the PPAC Committee will send a voting email to all employees to get more feedback regarding the proposed changes versus the current policy. Voting should be completed by June 14th in order to be on target to present this topic at the July regular District Board meeting.

NEW BUSINESS:

Hiring policy:

- John asked what our employees' concerns are regarding our current hiring practices, in light of the fact that the LCCC process is straightforward and designed with the intent to adhere with EEOC guidelines. The following areas of hiring concerns were reported by this group: possible nepotism issues (there is a perception that a lot of family members are able to gain employment at NIH); the sometimes short posting time for "open until filled" positions is perceived to be designed to allow certain applicants to apply then cut off additional applicants; period of time regarding how long we can refer back to a previous applicant pool in order to obtain new candidates; a perception exists that we sometimes go through the motions of the hiring process even though we already fully know who we intend to hire. Following discussion it was decided that management will entertain questions about the hiring process at the next (quarterly) All Employee meetings. It was also noted that NIH currently has no written policy that prohibits the hiring of family members, nor do we have written guidelines regarding the reporting structure when one family member can be considered to be the supervisor of another family member or their spouse.

Addition of emergency information on ID Badges (Nita Eddy):

- Nita has been approached on the subject of possibly adding emergency contact information to the back of employee name badges, as a quick reference guide for hospital staff. Georgan pointed out that this subject should probably more appropriately be addressed at a future meeting of the Safety Committee. Discussion also took place on the subject of badges wearing out quickly and needing to be replaced, especially those badges that are worn next to a badge buddy. Possible solutions to this problem were discussed, and the bar code on employee badges may be moved to the front of the badge in order to decrease wear and tear.

Paragon super user compensation (Nita Eddy):

- Nita also reported fielding questions regarding when and how super users might be compensated for doing what is seen as additional work. This topic has been previously discussed in other meetings, and management is trending toward the practice of having supervisors functioning as super users, and toward separating super users from patient care responsibilities when their computer skills are needed.

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- Members were reminded that Georgan sent an email to them earlier today with a Summary Report from Vikki Bauer about Employee Satisfaction Assessment including findings and recommendations to be distributed further by PPAC representatives to their constituents.

NEXT MEETING:

- The next meeting has been scheduled for June 11, 2013, in the 2nd Floor Conference Room. Georgan commented that we need to attempt to bring these meetings back down to a one hour timeslot. Grant let the group know that he will be off work for about 8 weeks so he will be unable to attend meetings during that time. Veronica let the group know that she will be off work for about 12 weeks so will be unable to attend meetings during that time.

AGENDA ITEMS FOR NEXT MEETING:

- Hiring Practices
- Review of Personnel Payroll Advisory Committee Guidelines
- Item(s) submitted previously to Heleen Welvaart

ADJOURNMENT:

- The meeting was adjourned at 1:47pm

Minutes taken by: Sandy Blumberg, Administration Executive Assistant

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISOTY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 6/18/13
2nd Floor Conference Room

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:32 pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT:

- **Georgan Stottlemyre,** Human Resources Director, Chairperson, position member, only votes to break a tie
- **Patty Dickson** (term up 01/01/2014) , represents managers
- **Heleen Welvaart** (term up 01/01/2014), represents non-management employees from nursing services (one of two)
- **Nita Eddy** (term up 01/01/2015) represents non-management employees from nursing services (one of two)
- **Don Hayden** (term up 01/01/2015) represents non-management employees from administrative services
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services
- **John Halfen,** Administrator (CEO/CFO), position member, non-voting

MEMBERS ABSENT: *(all excused)*

- **Grant Schumacher** (term up 01/01/2015) represents non-management employees from ancillary services
- **Veronica Hernandez** (term up 01/01/2014) represents non-management employees from non-management hospital-based areas
- **Carrie Petersen,** Chief of Fiscal Services, position member, non-voting
- **Lucy Alarid,** Employee Advocate, position member, non-voting

OTHERS PRESENT:

- Melanie Fields, Nursing Office Secretary

APPROVAL OF PREVIOUS MINUTES:

Minutes of the 6/4/13 meeting were approved with no corrections. Motion to approve by Patty Dickson; seconded by Don Hayden; unanimously approved.

NEW BUSINESS:

- Time Off
  - It is department specific in determining when to submit a request for time off as each department functions differently
- Review of PPAC Advisory Guidelines
  - Suggestions for changes/additions were made to: Meetings, Attendance Requirements, Meeting Agenda, and Meeting Minutes.
  - Georgan to review/research information for remainder of guidelines. Further discussion at the next PPAC meeting

UNFINISHED BUSINESS:

Personnel Policies: FMLA

- Mr. Halfen was asked questions in regard to the survey that was sent out to employees regarding extended medical leave time
    - Insurance premium rates could go up. Since the insurance is self-funded, if claims go up so will the premium, and at some point they will.
    - Conclusion from the employee survey:
        - Proposed policy: 119 votes
        - Current policy: 21 votes
- It was suggested that PPAC could put a packet together to be presented to the Board. That packet would include PPAC agendas and minutes for Board review and to keep them updated on the committee.
- Hiring Practice to be discussed after the Board meeting in July. *No Board meeting in August.
- Cost Questions - List to be presented to the LCCC meeting this afternoon:
    1. Is the payroll deduction for insurance going to go up?
    2. What effect will it have on PTO if you eliminate the accrual?
    3. What is the coverage cost of insurance while someone is off?
    4. How much is the cost to bring in new staff vs. how much the cost is in overtime?
        - 16 weeks vs. 28 weeks?
        - Medical/dental/vision premiums
        - COBRA at 16seeks vs. 28 weeks?

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- None

NEXT MEETING:

- June 26, 2013

AGENDA ITEMS FOR FUTURE MEETINGS:

- Hiring Practice
- Item submission form from Patty Dickson - PTO

ADJOURNMENT:

- Meeting was adjourned at approximately 1:50pm

Minutes taken by:_____

Melanie Fields
Nursing Administrative Secretary

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISOTY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Wednesday 6/26/13
PMA-D

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:34 pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT:
- **Georgan Stottlemyre,** Human Resources Director, Chairperson, position member, only votes to break a tie
- **Patty Dickson** (term up 01/01/2014) , represents managers
- **Heleen Welvaart** (term up 01/01/2014), represents non-management employees from nursing services
  (one of two)
- **Nita Eddy** (term up 01/01/2015) represents non-management employees from nursing services (one of two)
- **Don Hayden** (term up 01/01/2015) represents non-management employees from administrative services
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services
- **John Halfen,** Administrator (CEO/CFO), position member, non-voting
- **Carrie Petersen,** Chief of Fiscal Services, position member, non-voting

MEMBERS ABSENT: *(all excused)*
- **Grant Schumacher** (term up 01/01/2015) represents non-management employees from ancillary services
- **Veronica Hernandez** (term up 01/01/2014) represents non-management employees from non-management hospital-based areas
- **Lucy Alarid,** Employee Advocate, position member, non-voting

OTHERS PRESENT:
- Melanie Fields, Nursing Office Secretary

APPROVAL OF PREVIOUS MINUTES:
Minutes of the 6/18/13 meeting were unanimously approved. Motion to approve by Cindy LeFever; seconded by Nita Eddy.

NEW BUSINESS:
- PTO Discussion
  - Unused PTO concerns brought by some employees before their retirement date
  - Accounting works with employees for contribution to their 457 retirement plans on final pay check
  - How PTO bi-weekly accrual amount originated:
    - Included in all LBH levels:
      - 64.00 hours – "Holidays" – 8 days times 8.00 hours
      - 56.00 hours – "Sick" – 8.00 hours times 2 days plus 40.00 hours

- First LBH level:
  - 80.00 hours – "Vacation" – 10 days (2 weeks) times 8.00 hours
  - TOTAL annual PTO hours for first LBH level EQUALS 200.00 hours divided by 26 bi-weekly pay periods per year EQUALS 7.69 hours maximum pay period accrual amount
- Second LBH level:
  - 120.00 hours – "Vacation" – 15 days (3 weeks) times 8.00 hours
  - TOTAL annual PTO hours for first LBH level EQUALS 240.00 hours divided by 26 bi-weekly pay periods per year EQUALS 9.23 hours maximum pay period accrual amount
- Third LBH level:
  - 160.00 hours – "Vacation" – 20 days (4 weeks) times 8.00 hours
  - TOTAL annual PTO hours for first LBH level EQUALS 280.00 hours divided by 26 bi-weekly pay periods per year EQUALS 10.77 hours maximum pay period accrual amount

Reference Personnel Policies – Leaves of Absence - PAID TIME OFF (PTO) (08-01):

PTO combines all vacation time, holiday time and sick leave benefits. Full-time and regular part-time employees (benefited employees) earn and accrue a maximum number of hours per pay period to be used for days off with pay including vacations, holidays, and all sick days.

All benefited employees earn PTO according to the following schedule:

Lifetime Benefit Hours (LBH)	Maximum Pay Period Accrual Amount	Number of Pay Periods Per Year	Total PTO Hours Per Year
0.00 to 8,319.99	7.69	26	200.00
8,320.00 to 18,719.99	9.23	26	240.00
18,720.00 or more	10.77	26	280.00

The above hours of PTO are earned only when the benefited employee is paid at least eighty (80) hours during the pay period. Hours above or below 80 will be prorated with a maximum of 1.2. Whenever paid hours consisting of any combination of time worked, PTO, paid absence, or hours paid by State Disability Insurance, Workers Compensation or Long Term Disability Insurance are less than fifty-six (56) hours during the pay period, the employee will earn no PTO for that pay period.

On two designated pay periods in November or December of each year, benefited employees may elect to receive pay for a portion of accrued (earned by not used) PTO to their credit. Employees must leave a minimum of 40 hours in their PTO balance after cash-out.

UNFINISHED BUSINESS:

Personnel Policies: FMLA

- Presentation given by Carrie Petersen regarding Leave of Absence and Cost Analysis (.pdf attached to these minutes)
  - Based on full time employees
  - Incremental leave costs analyzed based on assumptions
    Note - *PTO is an accrued liability; Old and New SICK are not accrued liabilities.
  - Summarized costs based on ASSUMED number of cases and ASSUMED additional costs, hospital's current average hourly rate without differentials or benefits

        - Costs are 8% higher if the LOA is extended to 28 weeks based on ASSUMPTIONS
    - Mr. Halfen expressed these concerns:
        1. Financial cost – that money could be spent on something else
        2. People left behind to do the work when someone is on a leave of absence
        3. Possible abuse of leaves
        4. Equity issues – ties into hiring practice
    - Employees taking leaves now are fully informed of the leave policies
        - Employees and their managers need to meet with Human Resources
- COBRA discussion and the leave policy regarding COBRA
    - Employee is charged the premium amount based on Job Protected Leave
    - Once separated, COBRA is available for employee and dependents for 18 or more months depending on circumstances
    - Sick Old and Sick New are used first when coordinating benefits for employees that have these balances
        - Conditions to use these balances have not changed – they are the same as when they became available for use
- Question is how to proceed and whether or not to take this to the Board – PPAC members will continue follow up with employees to get additional feedback and input for further discussion at the next PPAC meeting July 9, realizing that timing will not allow taking this policy to a regular meeting of the Board until September.
- PPAC Guideline changes discussed at the last meeting should be taken to the July Board meeting.

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- None

NEXT MEETING:

- Tuesday, July 9, 2013, 12:30 to 1:30, 2nd Floor Conference Room

AGENDA ITEMS FOR NEXT MEETING:

- Hiring Practice

ADJOURNMENT:

- Meeting was adjourned at approximately 1:41pm

Minutes taken by:_____

Melanie Fields
Nursing Administrative Secretary

		Number of Weeks			
Costs:	**Average Cost Per Week**	12	16	28	
Temporary Coverage	$ 437.98	$ 5,255.71	$ 7,007.62	$ 12,263.33	
Insurance Contribution	$ 396.01	$ 4,752.14	$ 6,336.18	$ 11,088.32	
PTO Accrual	$ -	$ -	$ -	$ -	
Total Additional Costs for Leave	$ 833.99	$ 10,007.85	$ 13,343.80	$ 23,351.65	
Average Number of Cases Per Year		65	10	5	
		$ 650,510.28	$ 133,438.01	$ 116,758.26	$ 900,706.54

7 cases at 16 that might go to 28

$ 70,054.95

Other costs:

Health Claims
Sick Old and New, if any
Leave Case Management
Team morale
Burnout

		Number of Weeks							
Costs:	**Average Cost Per Week**	<=12		>12<=16		>16<=28			
Temporary Coverage	$ 437.98	$	437.98	$	437.98	$	437.98		
Insurance Contribution	$ 396.01	$	396.01	$	396.01	$	396.01		
PTO Accrual	$ -	$	-	$	-	$	-		
Total Additional Costs for Leave	$ 833.99	$	833.99	$	833.99	$	833.99		
Average Number of Case Weeks Per Year			250		150		100		
		$	208,496.88	$	125,098.13	$	83,398.75	$	416,993.77

7 cases at 16 that might go to 28
12 additional weeks
84
$ 70,054.95

Other costs:
Health Claims
Sick Old and New, if any
Leave Case Management
Team morale
Burnout

NIH - Leave of Absence Analysis of Costs
Assumptions

A	NIH Average Hourly Rate of Pay (No Differentials) Before 20130701 COLA	33.18
B	Benefits Percentage (actual is 67%, mandated benefits run about 7%)	60%
C	Hourly Benefit Rate (A x B)	19.908
D	Hourly Rate with Benefits (A + C)	53.088
E		
F	Maximum Biweekly PTO Accrual	10.77
G	Maximum Weekly PTO Accrual (F / 2)	5.385
H	Estimated Average Weekly Cost of PTO Accrual (D x G)	285.87888
I		
J	Average hourly cost of Temporary / Traveler other coverage (A x 2)	66.36
K		
L	Hours covered per week (Full Time)	40
M		
N		
O		
P	Estimated average number of employees with leave cases per year	80
Q	Estimated number of cases per year <= 12 weeks in duration	65
R	Estimated number of cases per year over 12 weeks < 16 weeks in duration	10
S	Estimated number of cases per year >= 16 weeks in duration	5
T	Estimated number of cases per year >= 16 weeks in duration related to maternity	5
	Estimated number of cases per year separated due to exhausting protected leave	3
	Estimated average number of leave case weeks per year	500
	Estimated number of case weeks per year <= 12 weeks in duration	250
	Estimated number of case weeks per year over 12 weeks < 16 weeks in duration	150
	Estimated number of case weeks per year >= 16 weeks in duration	100
	Estimated number of case weeks per year >= 16 weeks in duration related to maternity	100
	Estimated number of case weeks per year separated due to exhausting protected leave	50

Incremental Leave Costs

Comparison of average cost estimates	average weekly costs if employee works as usual	average weekly costs if employee goes out on LOA	average incremental weekly cost	Number of Weeks 12	16	28	
Full time 40 hours	1327.20	0.00					
Employee benefits at 67%	889.22	0.00					
Temporary coverage - full time 40 hours	0.00	2654.40					
	2216.42	2654.40	437.98	5255.71	7007.62	12263.33	
					1751.90	5255.71	7007.62
Weekly amount paid by employee for MDV coverage	68.07	464.98	396.91	4752.14	6336.18	11088.32	
					1584.05	4752.14	6336.18
Value of PTO accrual	178.67	178.67	0.00	0.00	0.00	0.00	
					0.00	0.00	0.00
PTO or PDLV used to coordinate benefits	0.00	0.00	0.00	0.00	0.00	0.00	
					0.00	0.00	0.00
SickO or SickN time used to coordinate benefits	0.00	165.90	165.90	1990.80	2654.40	4645.20	
					663.60	1990.80	2654.40
Assumptions:							
Assume full time	40.00						
Average hourly rate (pre-benefits) NIH employee	33.18						
Benefit percentage of wages	67%						
Average hourly rate with benefits for NIH employee	55.41						
Average hourly rate for temporary coverage	66.36						
Basic Plus - Employee Plus Family coverage - monthly payroll deduction	294.98						
Basic Plus - Employee Plus Family coverage - monthly COBRA rate	2011.03						
PTO hours accrued biweekly	10.77						
PTO hours accrued biweekly when on leave	10.77						
Hours used per week (PTO, PDLV, SickO, SickN) to coordinate benefits	5.00						
Other costs:							
Health Claims - increased cost of NIH MDV plan							
Sick Old and New, if any							
Leave Case Management							
Team morale							
Burnout							
Notes:							
If employee was paid 40 hours of SickO or SickN each week (As of June 30, 2012, potential liability for SickO and SickN was $783,301)	0.00	2216.42	2216.42	26597.09	35462.78	62059.87	
					8865.70	26597.09	35462.78

Average hourly cost of Temporary / Traveler other coverage	66.36
NIH Average Hourly Rate of Pay (No Differentials) Before 20130701 C(	33.18
Difference	33.18
Hours per week	40
Cost per week	**$ 2,654.40**

	Current Monthly COBRA Rates	Current Monthly Payroll Deduction Rates Employee Plus 2 or more	Difference				
Basic Employee Only							
Medical	631.48						
Dental	89.06						
Vision	0						
All	720.54	0	720.54				
Basic Employee Plus Family							
Medical	1568.6						
Dental	221.22						
Vision	0						
All	1789.82	241.9	1547.92				
Basic Plus Employee Only							
Medical	720.54						
Dental	89.06						
Vision	0						
All	809.6	30.84	778.76				
Basic Plus Employee Plus Family							
Medical	1789.81						
Dental	221.22						
Vision	0						Cost Per Week
All	2011.03	294.98	1716.05	12	20592.6	52	**$ 396.01**

Average hourly rate of pay	33.18
Maximum Biweekly PTO Accrual	10.77
Maximum Weekly PTO Accrual	5.385
Estimated Average Weekly Cost of PTO Accrual	**$ 178.67**

NORTHERN INYO HOSPITAL
PERSONNEL/PAYROLL ADVISOTY COMMITTEE (PPAC) REGULAR MEETING MINUTES
Tuesday 7/9/13
AMR

APPROVED

CALL TO ORDER

The regular meeting was called to order at 12:35 pm by Georgan Stottlemyre, Human Resources Director.

MEMBERS PRESENT:
- **Georgan Stottlemyre**, Human Resources Director, Chairperson, position member, only votes to break a tie
- **Patty Dickson** (term up 01/01/2014), represents managers
- **Heleen Welvaart** (term up 01/01/2014), represents non-management employees from nursing services
  (one of two)
- **Nita Eddy** (term up 01/01/2015) represents non-management employees from nursing services (one of two)
- **Don Hayden** (term up 01/01/2015) represents non-management employees from administrative services
- **Carrie Petersen**, Chief of Fiscal Services, position member, non-voting

MEMBERS ABSENT: *(all excused)*
- **Grant Schumacher** (term up 01/01/2015) represents non-management employees from ancillary services
- **Veronica Hernandez** (term up 01/01/2014) represents non-management employees from non-management hospital-based areas
- **Lucy Alarid**, Employee Advocate, position member, non-voting
- **Cindy LeFever** (term up 01/01/2014) represents non-management employees from support services
- **John Halfen**, Administrator (CEO/CFO), position member, non-voting

OTHERS PRESENT:
- Melanie Fields, Nursing Office Secretary

APPROVAL OF PREVIOUS MINUTES:
Minutes of the 6/26/13 meeting were unanimously approved with the addition of the PTO policy information and addition of the .pdf Cost Analysis from Carrie Petersen. Motion to approve made by Patty Dickson; seconded by Nita Eddy.

NEW BUSINESS:
- None

UNFINISHED BUSINESS:

Personnel Policies: Discussions:

- Leave policy
  - Responses from Non-management employees regarding leave policies represented by Helene Welvaart
  - Discussion of keeping leave fair for all employees with "no exception to the rule", i.e. working from home
    - Ideally, a uniform policy in place with no exception
  - Focus on the proposal of what is the most fair and financially feasible
    - Discussion of the cost of an NIH employee vs. a Traveler
      - Based on full time employees
    - Discussion of having voting PPAC members talk to other employers to see what their leave policies are to compare to NIH
- Possible presenting a FMLA packet to the September Board Meeting with:
  1. Updated version of the current policy leaving "as is" or
  2. Updated version of the proposed policy with any updates based on feedback after the return of PPAC members currently on leave

UNSCHEDULED DISCUSSION ITEMS AND ANNOUNCEMENTS:

- None

NEXT MEETING:

- TBA when PPAC voting members return from their Leaves of Absence

AGENDA ITEMS FOR NEXT MEETING:

- Hiring Practices
- FMLA packet

ADJOURNMENT:

- Meeting was adjourned at approximately 1:45pm

Minutes taken by:_____

Melanie Fields
Nursing Administrative Secretary

Subject: Your feedback is necessary: PPAC Info on FMLA
Attachments: LOA-employeeHandbook-PPACedits.doc

Subject: Your feedback is necessary: PPAC Info on FMLA

Now including the attached policy. Please review. Thanks!

Good Morning,

PPAC is working hard to make equitable recommendations to the BOD on behalf of the employees of NIH. If a policy is suggested, recommended by administration and approved by the BOD, it will be enforced. Please review the proposed changes and offer feedback. This is your opportunity to shape this potential policy. Please ask any questions that you have now. Please provide any feedback or comments that you have now.
I will not be available for the April 23 meeting, but will summarize all comments (*anonymously*) and send to Georgan so that she may provide your feedback to the PPAC.
Please email me or call me on my cell (760.608.1900). I will be out of cell coverage for sections of the next few days due to travel.

Summarized version:

- NIH PPAC is proposing changing the job protected leave policy to a sliding scale number of weeks off based on the number of lifetime benefit hours (LBH) accrued during employment.
- Based on the number of LBH, employees would be eligible for 12 weeks, 16 weeks, 20 weeks, 24 weeks OR 28 weeks.
- Employees with less than 1250 worked hours in the last 12 months – OR – those employed less than 12 months would not be eligible for job protected leave.
- Part of the trade-off to extending the maximum amount of Job Protected Leave (JPL) is that: 1) the minimum FMLA would now be 12 weeks of job protection –AND- 2) employees would no longer accrue prorated amounts of PTO while on leave of absence.
- The amount of PTO/SICKO/SICKN etc., an employee has does NOT affect the number of weeks that the employee has JOB PROTECTION while on leave.
- JPL is for those who are out on qualified FMLA. (Protected leave for pregnancy disability/family bonding/military related leave will remain protected as defined by law and is essentially unchanged by the new aspects of this policy).
- Employees who exceed the amount of JPL will be separated from employment.

The detailed version:
Definitions:

- PPAC – Personnel Policy Advisory Committee
- JPL – Job Protected Leave
- BOD – NIH Board of Directors
- FMLA – Family Medical Leave Act – 1993 Federal Law establishing a variety of family-oriented benefits. This law requires that the employee has been employed for at least 12 months AND worked at lease 1250 hours in the preceding 12 months to be *eligible* for JPL.
- LBH – lifetime benefit hours – worked/paid hours that count toward an employee hours paid-- includes the following hours: regular time, any kind of overtime, any kind of double-time,

education time, Paid Time Off (PTO), sick leave, and miscellaneous nonproductive time (e.g. jury duty, bereavement leave).
- LOA – Leave of Absence
- 12-month period – rolling 12 month period, not necessarily a calendar year. (Ex. Feb 4, 2012 – Feb 3, 2013)

PPAC has been working on NIH's Job Protected Leave Policy (JPL), as suggested by the Board of Directors (BOD) at the January Board meeting.

JPL addresses the amount of time an employee can be off work (for qualified LOA under the FMLA laws) and still have the same job (or a similar job) to return to when they come back to work. State and Federal law for FMLA (not necessarily counting pregnancy leave, bonding time or protected leave for military service duties) state that an employee has 12 weeks of job protected leave. Several years ago, NIH administration recommended, and the BOD approved, that NIH employees be allowed 16 weeks of JPL in a 12-month period. Again, to be clear, ONLY 12 weeks of protected leave is required by law.

PPAC is making these recommendations for the Job Protected Leave Policy based on feedback given to the representatives by their constituents. Our goal has been to generate a policy that meets legal requirements, offers the best options to employees and does not cause significantly increased financial risk to the hospital. Please remember that significant increases in hospital expenditures (including employee benefits) result in either financial difficulty for the hospital or increased prices for services or both.

The proposed changes:
- Based on the number of LBH, employees would be eligible for 12 weeks, 16 weeks, 20 weeks, 24 weeks OR 28 weeks (see chart below)
- Employees with less than 1250 worked hours in the last 12 months – OR – those employed less than 12 months are not be eligible for job protected leave.
- Part of the trade-off to extending the maximum amount of JPL is that the minimum JPL would now be 12 weeks –AND- employees would no longer accrue prorated amounts of PTO while on leave of absence.
- The amount of PTO/SICKO/SICKN etc., an employee has does NOT affect the number of weeks that the employee has JOB PROTECTION while on leave.
- JPL is for those who are out on qualified FMLA. (Protected leave for pregnancy disability/family bonding/military related leave will remain protected as defined by law and is essentially unchanged by the new aspects of this policy).

Number of Weeks of Job Protected Leave	minimum LBH	range	%		
				2080 hr * 25 years	1
28	42250	up	100	20.3125	1
24	29250	42249	75	14.0625	0.75
20	16250	29249	50	7.8125	0.5
16	3250	16249	25	1.5625	0.25
12	>1250 + 1 year employ	3249	0	Minimum legal require	for hire dates after new policy effective date
0	<1250 LBH in prior year		Does Not Qualify for JPL		

Attached is the proposed new Leave of Absence policy, including the proposed sliding scale for JPL. PPAC started with a policy template and edited it to suit our needs. Please review it.

The longer you work at NIH, and accrue LBH, the more job protected leave available. The minimum under this policy is 12 weeks and the maximum is 28 weeks.
NIH would be extending the amount of JOB PROTECTED LEAVE. The qualifying details and paperwork are no different than those required for FMLA currently.

At present, when you are out on leave for a qualified LOA, NIH coordinates benefits with State Disability and NIH Sick Leave and/or PTO to keep your income as close to your usual pay as possible. Under current policy, as long as you coordinate benefits, you accrue PTO while on leave. With the new proposal for increased leave time, **PTO accrual will be suspended until you return to work,** but your job would be protected for much longer.

PPAC is working hard to make equitable recommendations to the BOD on behalf of the employees of NIH. If a policy is suggested, recommended by administration and approved by the BOD, it will be enforced. Please review the proposed changes and offer feedback. This is your opportunity to affect this potential policy. Please ask any questions that you have NOW.

Title: Family and Medical Leave
Policy Number:
Effective Date:

Policy

[NOTE: This policy template only covers federal law. A complete policy should also incorporate state laws and distinguish where necessary.]

It is the policy of ~~[company name]~~Northern Inyo Hospital to provide family and medical leave in accordance with the federal Family and Medical Leave Act (FMLA) and state law. If your absence qualifies as FMLA leave under both state and federal laws, you will use your entitlement under each law at the same time, to the extent permitted by law. If one law's provisions provide a greater benefit, you will receive the greater benefit.

If you are not eligible for FMLA leave, use up your FMLA leave, or wish to take leave for a purpose that does not qualify for FMLA, you should consult Human Resources and the ~~company's~~ hospital's other leave policies to determine if other leave might be available.

Eligibility

To be eligible for FMLA leave, you must have worked at least 12 months for the ~~company~~hospital, been employed for at least 1,250 hours during the 12 months preceding the commencement of leave, and must be employed at a worksite where at least 50 employees are employed within 75 miles of the worksite.

~~[If applicable] If you are an airline crewmember, to be eligible for FMLA leave, you must have worked or been paid for at least 60 percent of the applicable total monthly guaranty during the previous 12-month period, and worked or been paid for at least 504 hours (not counting personal commute time or vacation or medical/sick leave) during the pervious 12-month period.~~

Types of absences covered

Under the FMLA, eligible employees may take up to 12 weeks of unpaid leave in the designated 12-month period for any of the following:

- For incapacity due to pregnancy, prenatal medical care, or child birth;
- To care for the your child after birth, or placement for adoption or foster care;
- To care for the your spouse, son or daughter, or parent, who has a serious health condition;
- For a serious health condition that makes you unable to perform your job; or
- For a qualifying exigency, as described below.

NOTE: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or *continuing treatment* by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Eligible employees with a spouse, son, daughter, or parent on covered active duty (or who has been notified of an impending call or order to active duty) in the Armed Forces may use their 12-week leave entitlement to address certain qualifying exigencies. Covered active duty includes deployment to a foreign country. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

An eligible employee may take up to 26 weeks of unpaid leave during any single 12-month period to care for the employee's spouse, son, daughter, parent, or next of kin who is a covered military servicemember and incurred a serious injury or illness in the line of military duty, or who experienced the aggravation of an existing or pre-existing condition in the line of active duty. The 12-month period is measured forward from the date leave begins. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves. A serious injury or illness is one that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Covered servicemembers also include veterans who began treatment, recuperation, or therapy for a serious injury or illness within five years after leaving the service. The serious injury or illness may have manifested before or after the individual became a veteran (such as Post Traumatic Stress Disorder).

You do not need to use your leave entitlement in one block. Leave may be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Benefits and protections

During FMLA leave, the employer must maintain your health coverage under any group health plan on the same terms as if you had continued to work. Upon return from FMLA leave, you must be restored to your original or equivalent position with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of FMLA leave.

Procedures

You will be informed whether you are eligible under FMLA. If you are, the employer must specify any information required and explain your rights and responsibilities. If you are not eligible, the employer must provide a reason for the ineligibility.

You will be informed if leave will be designated as FMLA-protected and the amount of leave counted against your leave entitlement. If the leave is not FMLA-protected, you will be notified of that fact.

When to request leave

Where leave is foreseeable, you should make a request for leave at least 30 days in advance. Foreseeable leave should be scheduled so that it does not unduly disrupt the employer's operations.

Where 30 days advance notice of the need for leave is not possible, you must provide notice as soon as practicable and generally must comply with normal call-in procedures.

If the circumstances change such that the amount of leave needed changes, you should provide notice of the change within two business days.

Notifications and certifications

When requesting leave, you must provide sufficient information to permit a determination of whether the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. You also must indicate if the requested leave is for a reason for which FMLA leave was previously taken or certified.

After requesting leave or indicating a need for leave, you will be given a "Notice of Eligibility" and a "Rights and Responsibilities" notice explaining your eligibility and expectations. You may also be required to provide certification supporting the need for leave. You will have 15 ~~calender~~ business days to return a complete and sufficient certification. If you do not meet these guidelines, your job may not be protected.

When a complete and sufficient certification has been returned (or when you have otherwise provided sufficient information to designate the absence as FMLA) the employer will provide you with a "Designation Notice" that indicates whether your leave qualifies for FMLA and, if so, describes the conditions of the leave and the requirements for returning to work.

The ~~company~~ hospital reserves the right to require a second or even third medical opinion, at the ~~company's~~ hospital's expense, when contradictory or questionable information is provided. ~~You also may be~~ Employee is responsible and required to provide periodic recertification supporting the need for leave, and is responsible may be required to report periodically on your status and intent to return to work.

Pay during leave

Generally, family and medical leave absences are unpaid, but you may request to use paid leave (vacation, sick leave, PTO, etc.) while taking FMLA. The company hospital reserves the right to requires that you use accrued and available paid leave during FMLA leave. In order to use paid leave, yYou must comply with normal paid leave policies.

You may also be eligible for income replacement under a benefit program or other entitlement such as short-term disability, workers' compensation, and so on. If you are receiving such benefits during FMLA leave, you cannot be required to substitute company hospital paid leave (vacation, PTO, etc.). However, where state law permits, you and the company hospital may agree to have paid leave supplement the disability plan benefits (i.e., where those benefits are less than your regular wages or salary).

Returning to work

You will be reinstated to the same job or an equivalent position upon completion of FMLA leave, except where denial of restoration is permitted by the FMLA. If you have exhausted all available leave and are still unable to return to work, you no longer have any job restoration rights under FMLA. However, each situation will be reviewed on a case-by-case basis to determine whether you may be eligible for rights and protections under other laws or company hospital policies.

Fitness for duty

When leave is taken for your own serious health condition, you are expected to return to work when released by a health care provider. You will need to provide a Fitness for Duty certification before returning to work if this requirement was indicated in the Designation Notice. The Fitness for Duty certification must be signed by a health care provider.

If you are released for light duty work and are offered a light duty job but refuse, any short-term disability benefits you may be receiving may cease, depending on the terms of the plan. However, you may still use your FMLA entitlement to unpaid leave.

Additional information

If you suffer a work-related injury that is covered under workers' compensation, and you are eligible for family and medical leave, any absences due to the injury may qualify for FMLA leave.

Termination of employment may occur if you fail to return from leave at the time agreed upon (barring circumstances which required an extension of available leave) or if you are found to have taken leave on a fraudulent basis.

If your job evaluation date passes while on FMLA leave, you will receive the performance evaluation upon return, and the results of the evaluation (such as pay raises) will be effective as of the date of return to work.

You [will / will not] continue accruing vacation time or other PTO while coordinating benefits during FMLA leave, consistent with company-hospital policy.

[OPTIONAL PARAGRAPH] If your annual vacation eligibility date (the date on which an annual vacation allotment is made available) passes while you are on FMLA leave, provision of the vacation allotment will be delayed until you return to work. Upon return, your "bank" of available vacation time will be credited with those hours.

FMLA makes it unlawful for the employer to interfere with, restrain, or deny the exercise of any right provided under FMLA; or to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA. You may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

If you are eligible for job protected leave under federal or state law as described herein, NIH provides for additional job protected leave based on the number of Lifetime Benefit Hours (LBH) you have as of the start date of your leave, as follows:

-	Number of Weeks	LBH	range	%	-	
(Max # Wks for PDL/FMLA/ CFRA)	-	-		-	2080 hr * 25 years	1
-	28	4225042250	upup	100	20.3125	1
-	24	2925029250	4224938999	75	14.0625	0.75
-	20	1625046250	2924925999	60	7.8125	0.5
-	16	3250	16249	25	1.5625	0.25
-	12	≥1250 + 1 year employ	3249	0	Minimum legal require	hire dates after policy date
-	0	<1250 LBH in prior year	-	Does Not Qualify		

Subject: Vote on Job Protected Leave of Absence Policy - vote by June 14th!

Subject: Vote on Job Protected Leave of Absence Policy - vote by June 14th!

Please use the voting buttons at the top of the screen on the left to vote for either the "Current Policy" or "Proposed Policy".
Voting will determine what we take to Administration and possibly the Board of Directors.
YOUR VOTE COUNTS.

Dear Employees,

PPAC has been working on the NIH Job Protected Leave (JPL) of Absence Policy since the beginning of the year. We have emailed and discussed the proposed policy of a sliding scale of up to 28 weeks of JPL as an alternate to the current NIH policy of 16 weeks. Highlighted in the chart below are some of the major suggested differences in the policies. NIH's current policy is available here.

	Current Policy	Proposed Policy
Qualified employees	16 weeks of JPL in a rolling calendar year	Sliding scale up to a max of 28 weeks off depending on LBH* in a rolling calendar year
ALL on JPL	Accrue pro-rated PTO (max of 10.77 hours per pay period) while on JPL	No PTO accrual while on JPL
NIH Benefit Package	COBRA insurance rates begin at the end of job protected leave. (higher out of pocket rates begin at separation)	COBRA insurance rates begin at the end of job protected leave. (higher out of pocket rates begin at separation) Job protected leave is potentially longer. Please review policy for your current situation.
What about PTO banks?	The amount of PTO/SICKO/SICKN etc., an employee has does NOT affect the number of weeks that the employee has JOB PROTECTION while on leave.	No change
Where to find your LBH?	Ask your manager, payroll or Carrie Petersen	No change

Please view this link for COBRA rates.

For those who want more info:

Definitions:

- PPAC – Personnel Policy Advisory Committee
- JPL – Job Protected Leave
- BOD – NIH Board of Directors
- FMLA – Family Medical Leave Act – 1993 Federal Law establishing a variety of family-oriented benefits. This law requires that the employee has been employed for at least 12 months AND worked at least 1250 hours in the preceding 12 months to be *eligible* for JPL.
- LBH – lifetime benefit hours – worked/paid hours that count toward an employee hours paid--includes the following hours: regular time, any kind of overtime, any kind of double-time, education time, Paid Time Off (PTO), sick leave, and miscellaneous nonproductive time (e.g. jury duty, bereavement leave).
- LOA – Leave of Absence
- 12-month period – rolling 12 month period, not necessarily a calendar year. (Ex. Feb 4, 2012 – Feb 3, 2013)
- *LBH can be determined by checking with your manager, Accounting/Payroll or Human Resources.
- Admin held 4 All employee meetings last week in efforts to clarify and answer any questions NIH staff had, and that it was also videotaped for those unable to attend and that the video will be made available on intranet for people to view.
- Voting responses will remain anonymous (compiled into statistics by your PPAC representative).

PPAC has been working on NIH's Job Protected Leave Policy (JPL), as suggested by the Board of Directors (BOD) at the January Board meeting.

JPL addresses the amount of time an employee can be off work (for qualified LOA under the FMLA laws) and still have the same job (or a similar job) to return to when they come back to work. State and Federal law for FMLA (not necessarily counting pregnancy leave, bonding time or protected leave for military service duties) state that an employee has 12 weeks of job protected leave. Several years ago, NIH administration recommended, and the BOD approved, that NIH employees be allowed 16 weeks of JPL in a 12-month period. Again, to be clear, ONLY 12 weeks of protected leave is required by law.

PPAC is making these recommendations for the Job Protected Leave Policy based on feedback given to the representatives by their constituents. Our goal has been to generate a policy that meets legal requirements, offers the best options to employees and does not cause significantly increased financial risk to the hospital. Please remember that significant increases in hospital expenditures (including employee benefits) result in either financial difficulty for the hospital or increased prices for services or both.

The proposed changes:

- Based on the number of LBH, employees would be eligible for 12 weeks, 16 weeks, 20 weeks, 24 weeks OR 28 weeks (see chart below)

- Employees with less than 1250 worked hours in the last 12 months – OR – those employed less than 12 months are not be eligible for job protected leave.
- Part of the trade-off to extending the maximum amount of JPL is that the minimum JPL would now be 12 weeks –AND- employees would no longer accrue prorated amounts of PTO while on leave of absence.
- The amount of PTO/SICKO/SICKN etc., an employee has does NOT affect the number of weeks that the employee has JOB PROTECTION while on leave.
- JPL is for those who are out on qualified FMLA. (Protected leave for pregnancy disability/family bonding/military related leave will remain protected as defined by law and is essentially unchanged by the new aspects of this policy).

Number of Weeks of Job Protected Leave	minimum LBH	range	%		
				2080 hr * 25 years	1
28	42250	up	100	20.3125	1
24	29250	42249	75	14.0625	0.75
20	16250	29249	50	7.8125	0.5
16	3250	16249	25	1.5625	0.25
12	>1250 + 1 year employ	3249	0	Minimum legal require	for hire dates after new policy effective date
0	<1250 LBH in prior year		Does Not Qualify for JPL		

The longer you work at NIH, and accrue LBH, the more job protected leave available. The minimum under this policy is 12 weeks and the maximum is 28 weeks.
NIH would be extending the amount of JOB PROTECTED LEAVE. The qualifying details and paperwork are no different than those required for FMLA currently.

At present, when you are out on leave for a qualified LOA, NIH coordinates benefits with State Disability and NIH Sick Leave and/or PTO to keep your income as close to your usual pay as possible. Under current policy, as long as you coordinate benefits, you accrue PTO while on leave. With the new proposal for increased leave time, **PTO accrual will be suspended until you return to work,** but your job would be protected for much longer. You may want to calculate the value of your maximum accrued PTO and compare it to the potential cost of COBRA insurance rates due to shorter protected leave of absence.

From: Nita Eddy
Sent: Monday, December 10, 2012 10:25 AM
To: Nursing Staff (on Mail)
Subject:

Hi Nursing Staff,

I want to let everyone know that Robin Christensen and I have been diligently working to find answers to your questions regarding disability and Family Leave. We know that this subject has been a stress to everyone, and we can see the questions need to be answered. I have had two meetings with Sharon Tourville regarding our questions and concerns. I have asked that each question nursing employees have, regarding this subject, be answered and or discussed in a timely manner. Sharon has assured me that her and Georgan will work together to answer all questions, as well as sending out a news release in the near future explaining in detail what has changed in the policy.
We will be using case studies as a basis, to give examples in discussion of what may happen to employees following the 16 week disability period.
Robin and I feel as your PPAC representatives that this subject needs to be researched in great detail. Please email Robin or I with any case scenarios that you would like researched, along with any new questions.
We will be having a PPAC meeting sometime in January. Please send any new PPAC submissions to us, and we will be sure to present them at the next PPAC meeting.
Have a great day! ☺

Nita Eddy, OR ST
Surgery Department

Robin Christensen, RN
Med Surg

Hi Nursing Staff,

We had a recent PPAC meeting and discussed the feedback provided by those of you who responded to the previous emails. We decided that there seems to be enough concern, questions, and confusion regarding the Job Protected Leave Policy (based on Family Leave Act) that all employees should have the opportunity to ask questions.

Mr. Halfen recommended that we organize some town hall meetings. The town hall meetings will be around the end of May. In order to provide the best comprehensive response and most accurate answers to the NIH staff, we are asking for questions to be submitted to Nita Eddy or Heleen Welvaart your nursing staff representatives by **May 11th**.

The NIH administration and PPAC representatives want to be as prepared as possible to give you the best and most accurate answers to as many questions as possible. Sending the questions ahead of time will help us and administration to be better prepared.

Please send your questions in an email to Nita Eddy or Heleen Welvaart. We will put all of your questions in a document anonymously.

We look forward to a great town hall meeting discussion and appreciate your participation by submitting your questions in writing by **May 11th**.

Dates and additional information about the town hall meetings will be announced as soon as details are confirmed.

We encourage everyone to attend the town hall meetings. Thank you for your participation and support.

Nita Eddy – Surgery, S.T.

Heleen Welvaart – Med Surg, R.N.

From: Nita Eddy
Sent: Friday, June 28, 2013 6:06 PM
To: Nursing Staff (on Mail)
Subject: PPAC Update - Job Protected Leave of Absence Policy - Please Read!

Hi Nursing Staff ☺,

We would like to give you an update from our last PPAC meeting held on June 26. In the meeting we discussed the proposed Job Protected Leave of Absence Policy. We reviewed the costs involved with the extended time frame using the proposed sliding scale policy. It was assessed using an employee average hourly pay of $33.00 per hour and factoring in a number of assumptions. The costs were determined using NIH data from last year. The data included the number of employees that were on leave and the amount of time each employee was out on Job Protected leave, including the number of employees that exceeded the 16 week period. Mr. Halfen and Carrie Petersen presented their calculations and concluded that the proposed revised policy is not feasible and would be too expensive to the hospital. The results of the voting by email on the proposed policy versus the existing policy were also less than satisfying, with only 30% of employees voting. So in a nutshell, it was a very disappointing PPAC meeting. It was decided that we not present the new proposed policy at the July NIH board meeting for 2 reasons: The costs associated with the new policy were deemed by Administration to be prohibitive, and the voting response from the NIH employees was overall poor. The PPAC representatives will regroup in 2 weeks. We want the nursing staff to know that we have spent many hours of meetings and research coming up with an alternative proposed policy to the current Job Protected Leave of Absence Policy. We will not give up and will continue to fine tune what already has been written and researched. We welcome your questions, ideas, and suggestions. We want to make sure we keep everyone informed of the issues and our progress. Thank you to all nursing staff that participated in the voting. We appreciate and encourage the nursing staff to be very involved with us in this ongoing draft policy discussion and process.

Sincerely,

Nita Eddy - Surgery, ORST
Heleen Welvaart - Med Surg, RN

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NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY

Title: Benefits - EMPLOYEE ASSISTANCE (13-01)	
Scope: Hospital Wide	Department: **Human resources – Employee Handbook**
Source: Human Resources	Effective Date:

POLICY:

Employee advocacy and assistance is provided through Human Resources and the hospital's Employee Assistance Program (EAP).

When a trauma/crisis or drug/alcohol situation arises requiring immediate intervention, either for the employee or a supervisor, a request for out-sourcing assistance should be made to Human Resources. Human Resources will meet with the employee or the supervisor to discuss the situation so an appropriate referral can be made. For employee intervention counseling, Human Resources will contact the hospital's Employee Assistance Program (EAP) to treat the employee as an emergency case.

In the case of a supervisor requesting assistance on how to deal with an employee going through a trauma/crisis or drug/alcohol related problem, Human Resources will contact the hospital's EAP to arrange for an immediate telephone consulting session for the supervisor.

Some examples of when an employee might access employee advocacy are:

- Improved Communication with Co-workers
- Relationship and Personal Challenges at work and home
- Conflict Resolution with Supervisor
- Clarification of job expectations
- Professional Development

Employee advocacy focuses on:

- problem-solving to assist employees achieve success – clarification and guidance to resolve misunderstandings or conflict in the workplace.
- providing information for all employees to make sound choices.

The ideal is for employees and managers to resolve conflicts together. When employees and managers are unable to resolve issues on their own, they can access employee advocacy. The goal is to enhance understanding and help create and maintain productive working relationships.

The hospital's EAP is a free, confidential, easy to use, results oriented service with resources designed to address everyday problems. These resources include: assessment, referral, and brief sessions with a qualified mental health professional. The EAP is designed to help employees and family members better manage life stress, overcome challenges, and enhance quality of life by addressing any concern or problem affecting behavioral health, well-being, or job performance.

Title: Benefits - EMPLOYEE ASSISTANCE (13-01)	
Scope: Hospital Wide	Department: **Human resources – Employee Handbook**
Source: Human Resources	Effective Date:

EAP also includes:

- Unlimited Financial Consultation
- Unlimited Legal Consultation
- Unlimited Childcare Referrals
- Unlimited Eldercare Referrals

Approval	**Date**
Human Resources	
Administration	
Board of Directors	

NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY

Title: 13-01 EMPLOYEE ASSISTANCE	
Scope: Hospital Wide	Department: **Human resources – Employee Handbook**
Source: Human Resources	Effective Date:

POLICY:

When a trauma/crisis or drug/alcohol situation arises requiring immediate intervention, either for the employee or a supervisor, a request for out-sourcing assistance should be made to the hospital's social worker. The hospital's social worker will meet with the employee or the supervisor to discuss the situation so an appropriate referral can be made. For employee intervention counseling, the social worker will contact an appropriate source who will treat the employee as an emergency case (i.e., will see the employee pronto). Appropriate source refers to free or income-based referrals for per diem employees without insurance; while referrals for those employees with insurance may be made to contacts accepting the employee's insurance.

In the case of a supervisor requesting assistance on how to deal with an employee going through a trauma/crisis or drug/alcohol related problem, the social worker will have the authority to contact a fee-for-service counselor and arrange for an immediate telephone consulting session for the supervisor.

Committee Approval	**Date**
Personnel/Payroll Advisory Committee	
Human Resources	
Administration	
Board of Directors	11/20/2002

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NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Password Policy	
Scope: Hospital Wide	Department: Information Technology
Source: IT Director	Effective Date:

PURPOSE:
The purpose of this policy is to set a standard for creating, protecting, and changing passwords such that they are strong, secure, and protected, and which meet HITECH and HIPAA security standards.

POLICY:
Passwords shall be constructed and maintained in accordance with the Password Construction Policies.
Passwords shall be protected in accordance with the Password Protection Policies.

Password Construction Policies And Guidelines

Required:

Attribute	Description	Example
Length	Minimum eight characters allowed in the password.	"sh33ck" - 6 characters Not allowed. "sh33ck5l" - 8 characters Allowed
Complexity	The password must be a combination of letters, numbers, and punctuation or other special characters.	"jjrintzz" contains only letters. Not allowed. "%jrintz3" Contains a symbol and a number Allowed
Format	Passwords are case sensitive.	If your password is "$kecct54", the computer will not accept "$keccT54"

Recommended:

Attribute	Description	Example
Common Usage	Common names, common slang and dictionary words are discouraged from being used as a portion of a password	A portion of "bishopca1" is "bishop" This is not recommended. No portions are common usage in "b40sh7pca" This is Recommended.
Personal Information	You are discouraged from using passwords based on easily attainable personal information.	Passwords should not be based on users' names, address, family members' names or pets' names.

General Password information

1. A user may set all NIH passwords to the same password.

2. Passwords are to be changed at an interval not to exceed 90 days.

3. The change may not match any of the previous 5 passwords.

Special Note: DMS users must not have upper case letters in their password.

Password Protection Policies

1. Passwords will be treated as confidential information. No user is to give, tell, or hint at their password to another person, including IT staff, administrators, superiors, other co-workers, friends, and family members, under any circumstances.

2. If someone demands your password, refer them to this policy or have them contact the IT Department.

3. Passwords are not to be transmitted electronically over the unprotected Internet, such as via e-mail. However, passwords may be used to gain remote access to the hospital's resources by approved remote access users.

4. No end-user is to keep an unsecured written record of his/her password(s), either on paper or in an electronic file. If it proves necessary to keep a record of a password, then it must be kept in a controlled access safe in hardcopy form (e.g. sealed, dated envelope in either IT or administrative office).

5. A "sticky note" with password on computers or ID badges is prohibited.

6. Use of the "Remember Password" feature of applications is prohibited.

7. Passwords used to gain access to hospital systems should not be used as passwords to access non-hospital accounts or information. For example, do not use the same password for hospital accounts and personal online banking.

8. If an end-user either knows or suspects that his/her password has been compromised, it must be reported to the IT Department as soon as possible, and the password changed immediately. **If it becomes apparent to the IT staff or compliance officer that a user's password has been compromised, the password will be invalidated and the user will be required to change their password immediately.**

9. Password strength may be tested periodically by the IT Department as part of its ongoing security vulnerability auditing process.

10. Users are prohibited from using a computer that has been logged on by another user unless the computer is a defined, "auto-login," computer.

Enforcement

Incidents where the password policy has been violated will be reported to the compliance officer.

Any end-user who is found to have violated this policy may be subject to revocation of network privileges and administrative disciplinary action, up to and including termination of employment.

Signature:_____ Date:_____

Committee Approval	**Date**
Board Of Directors	12/22/03

Revised
Reviewed
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NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Device Encryption Policy	
Departments/Scope: Hospital Wide	
Source: Information Technology	Effective Date:

PURPOSE:

The purpose of this policy is to define the acceptable use and management of encryption technologies throughout Northern Inyo Hospital.

This policy is mandatory and by accessing any Information Technology (IT) resources which are owned or leased by NIH, users are agreeing to abide by the terms of this policy.

SCOPE:

All users (including NIH staff, students, contractors, sub-contractors, agency staff and authorized third party commercial service providers) of the NIH's IT resources;

All connections to (locally or remotely) the NIH network Domains (LAN/WAN/WiFi);

All connections made to external networks through the NIH network.

POLICY:

Principles of Encryption

Where possible all confidential and restricted information must be stored on a secure NIH network server with restricted access. Where it has been deemed necessary by the NIH IT Director to store confidential or restricted information on any device other than an NIH network server the information must be encrypted.

All confidential and restricted information transmitted via email to an email address outside of the NIH domain (i.e. one that does **not** end in "@nih.org") must be encrypted.

Committee Approval	**Date**
Board Of Directors	

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Device Encryption Policy	
Departments/Scope: Hospital Wide	
Source: Information Technology	Effective Date:

All passwords used as part of the process to encrypt/decrypt information must meet the requirements of the ***NIH Password Standards Policy***

Servers

Confidential and restricted information stored on shared NIH network servers which are situated in physically **insecure** locations (For example remote file/print servers) must be protected by the use of strict access controls and encryption software.

Desktop Computers

NIH desktop computers are generally accepted as having a lower risk of being stolen and as such most will not need to have disk encryption enabled. However the following types of NIH desktop computers will need to have whole disk encryption enabled:

1. Desktop computers which for business, geographic or technical reasons need to permanently store NIH confidential or restricted information locally on the computer's hard drive (as opposed to a secure NIH network server).
2. Desktop computers which for business, geographic or technical reasons need to permanently host NIH information systems (for example, MS Access, Excel etc) that process NIH confidential or restricted information locally on the computer's hard drive (as opposed to a secure NIH network server).
3. Desktop computers used by NIH staff to work from home (home working).
4. Desktop computers which are located in unrestricted areas which are open to the public (for example: reception desks etc)
5. Desktop computers which are located in third party facilities. Including medical clinics managed by the NIH IT Department.

The preferred method of encryption for NIH desktop computer devices is whole disk encryption.

Laptop, Mobile Computer & Smart Devices

All NIH laptop/mobile computer devices must have NIH whole disk encryption enabled prior to their deployment.

Committee Approval	**Date**
Board Of Directors	

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Device Encryption Policy	
Departments/Scope: Hospital Wide	
Source: Information Technology	Effective Date:

The preferred method of encryption for laptop computers, mobile computer devices and smart devices is whole disk encryption. Mobile computer devices and smart devices which are not capable of whole disk encryption must use file/folder level encryption to encrypt all confidential and restricted information stored on the device.

Laptop and other mobile computer devices and smart devices must not be used for the long-term storage of confidential and restricted information.

Removable Storage Devices

All confidential and restricted information stored on removable storage devices must be encrypted. In addition to being encrypted, removable storage devices must be stored in a locked cabinet or drawer when not in use.

Removable storage devices except those used for disaster recovery purposes by NIH IT department must not be used for the long-term storage of confidential or restricted information.

The preferred method of encryption for removable storage devices is whole disk/device encryption. Where whole disk encryption is not possible, then file/folder level encryption must be used to encrypt all confidential and restricted information stored on the removal storage device.

USB Memory Sticks

Confidential and restricted information may only be stored on **NIH approved encrypted USB memory sticks** which are available from the NIH IT Department. The storage of confidential or restricted information on any other USB memory sticks (encrypted or otherwise) will be considered a breach of this policy.

NIH approved USB memory sticks must only be used on an **exceptional** basis where it is essential to store or temporarily transfer confidential or restricted information. They must **not be used for the long term storage of confidential or restricted information,** which must, where possible, be stored on a secure NIH network server.

Committee Approval	**Date**
Board Of Directors	

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Device Encryption Policy	
Departments/Scope: Hospital Wide	
Source: Information Technology	Effective Date:

Confidential and restricted information stored on the NIH approved USB memory stick must not be **transferred** to any internal (except a secure NIH network server) or external system in an **unencrypted form**.

Transmission Security

All confidential or restricted information transmitted through email to an email address outside of the NIH domain (i.e. one that does **not** end in "@nih.org") must be encrypted.

Where confidential and restricted information is transmitted through a public network (for example the internet) to an external third party the information must be encrypted first or sent via a secure channels (for example: Secure FTP, TLS, VPN etc).

All confidential and restricted information transmitted around existing wireless networks must be encrypted using WEP (Wired Equivalent Privacy) or better. All new wireless networks installations must be encrypted using WPA (Wi-Fi Protected Access) or better.

ROLES & RESPONSIBILITIES

Technical Services Manager
The IT Director is responsible for:

The selection and procurement of all encryption facilities used within the NIH.

The provision, deployment and management of encryption facilities within NIH.

The provision of training, advice and guidance on the use of encryption facilities at NIH;

Information Owners
Information owners are responsible for:

The implementation of this policy and all other relevant policies within NIH or services they manage;

Committee Approval	**Date**
Board Of Directors	

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Device Encryption Policy	
Departments/Scope: Hospital Wide	
Source: Information Technology	Effective Date:

The ownership, management, control and security of the information processed by their department or service on behalf of NIH;

Making sure adequate procedures are implemented within their department or service, so as to ensure all NIH employees, third parties and others that report to them are made aware of, and are instructed to comply with this policy and all other relevant policies;

Making sure adequate procedures are implemented within their section to ensure compliance of this policy and all other relevant policies;

Users
Each user of NIH IT and Data resources is responsible for:

Complying with the terms of this policy and all other relevant NIH policies, procedures, regulations and applicable legislation.

Respecting and protecting the privacy and confidentiality of the information they process at all times.

Complying with instructions issued by the IT Director on behalf of the NIH.

Ensuring all encryption passwords assigned to them are kept confidential at all times and not shared with others;

Ensuring encryption passwords used to access encrypted devices are not written down on the encrypted device or stored with or near the encrypted device;

Reporting all misuse and breaches of this policy to their line manager.

Committee Approval	**Date**
Board Of Directors	

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Device Encryption Policy	
Departments/Scope: Hospital Wide	
Source: Information Technology	Effective Date:

Department Heads & Supervisors
In addition to each user's responsibilities, Department Heads and Supervisors are directly responsible for:

The implementation of this policy and all other related NIH policies within the business areas for which they are responsible.

Ensuring that all NIH employees or contractors who report to them are made aware of and are instructed to comply with this policy and all other relevant NIH policies.

Consulting with the Compliance Director in relation to the appropriate procedures to follow when a breach of this policy has occurred.

APPROVED ENCRYPTION ALGORITHMS AND PROTOCOLS

Symmetric Key Encryption Algorithms

Triple Data Encryption Standard (3DES)

(Minimum encryption key length of 168 bits)

Advanced Encryption Standard (AES)

(Minimum encryption key length of 256 bits)

Blowfish

(Minimum encryption key length of 256 bits)

Asymmetric Key Encryption Algorithms

Digital Signature Standard (DSS)

Committee Approval	**Date**
Board Of Directors	

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: Device Encryption Policy	
Departments/Scope: Hospital Wide	
Source: Information Technology	Effective Date:

Rivest, Shamir & Adelman (RSA)

Elliptic Curve Digital Signature Algorithm (ECDSA)

Encryption Protocols

IPSec (IP Security)

SSL (Secure Socket Layer)

SSH (Secure Shell)

TLS (Transport Layer Security)

S/MIME (Secure Multipurpose Internet Extension)

Encryption Key Management

Key management must be fully automated

Private keys must be kept confidential

Keys in transit and storage must be encrypted

ENFORCEMENT

Incidents where the device encryption policy has been violated will be reported to the Information Technology Director.

Any end-user who is found to have willfully caused violation of this policy may be subject to revocation of network privileges and administrative disciplinary action, up to and including termination of employment.

Committee Approval	**Date**
Board Of Directors	

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NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Communicating Protected Health Information Via Electronic Mail (Email)**	
Scope: **Hospital Wide**	Manual: **Compliance**
Source: **Medical Records Director**	Effective Date:

PURPOSE: To describe the procedures governing an individual's use of a Northern Inyo Hospital (NIH) electronic mail (email) system. It also defines the steps that must be taken by NIH patients who wish to engage in email with an NIH workforce member.

POLICY: NIH does not permit the email of unencrypted Protected Health Information (PHI).

PROCEDURE:

1. **Communicating PHI via Email Internally** (Internal email is defined as being sent from and delivered to the nih.org domain (both sender and recipient's email addresses end with "@nih.org")

   Email of PHI will be permitted at NIH if the following safeguards are implemented:
   a. NIH shall use the following safeguards when communicating PHI in or attached to an email message:
      (1) Email communications containing PHI about NIH patients will be transmitted only on NIH email system and **is not to be forwarded to an email account outside NIH.**
      (2) PHI should not be transmitted in the subject line of the email message. This includes the name of the patient or a medical record number.
      (3) If a message or an attachment to the message contains PHI, the subject line of the email message will not include the name of the patient.
      (4) If a document that contains PHI is attached to the message, the User should verify before transmitting the email message that he/she has attached the proper attachment.
      (5) Before transmitting the email message, Users should double-check the message and any attachments to verify that no unintended information is included.
      (6) Users who communicate PHI via email will comply with all other NIH policies and procedures including, but not limited to, the Minimum Necessary Policy.

   b. Any user who is unsure whether an email message or attachment contains PHI should contact his/her supervisor or the HIPAA Privacy Officer before initiating the email communication.

2. **Communicating PHI with Patients**
   a. Patients have the right to request that NIH communicate with them via email.
   b. If a patient requests email communications containing their PHI, the individual receiving the request must obtain a completed **Patient Request for Email Communication** form from the patient AND provide the patient with the **Important Information About Provider/Patient Email** form prior to processing the patient's request

      Both forms are available as an attachment to this policy and on the NIH Intranet. The forms are located under Forms>HIPAA.

   c. NIH workforce members reserve the right to deny a patient's request to communicate with him/her via email.
   d. All completed Request for Communications forms will be maintained by the office/department processing the patient's request for a minimum of six (6) years. Approved Requests are valid

regardless of the time period as long is maintained or the signed form is scanned into the patient's electronic medical record.

e. An approved Request for Email Communication will be effective for only the health care provider identified on the Request. The patient must complete a separate Request for each health care provider with whom he/she wants to communicate via email, and must revoke each Request to discontinue email communications.
f. PHI sent to patients shall meet all criteria listed in Section 3, Communicating PHI Via Email Externally.

3. Communicating PHI via Email Externally

a. PHI shall not be sent to email systems located outside of NIH, hereby defined as 'external destinations' without meeting HIPAA encryption standards.
b. All email that contains PHI sent to external destinations shall be encrypted prior to delivery, in a manner adherent to NIH Information Technology (I.T.) Department requirements. (See "Steps to Encrypt PHI Email" attached to this policy).
c. All automatic forwarding, redirection, or other automated delivery or pickup of NIH email, to external destinations is explicitly prohibited.
d. The email message will include the following confidentiality notice:
e. **"This electronic message is intended for the use of the named recipient and may contain confidential and/or privileged information. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. If you have received this message in error or are not the named recipient, please notify us immediately by contacting the sender at the electronic mail address noted above with a copy to hipaa.compliance@nih.org and destroy this message".**

Note: This confidentiality notice is automatically added to all external emails and does not require sender interaction.

4. Ownership of Electronic Mail

a. The email systems at NIH belong to Northern Inyo Hospital.
b. NIH reserves the right to override individual passwords and access the email system at any time for valid business purposes such as PHI security investigations at the request of Human Resources.

APPLICABILITY: NIH WORKFORCE

RESPONSIBILITY: HIPAA Privacy Officer, Information Security Officer

Committee Approval	**Date**
Administrator	
Board of Directors	

NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE

Title: **Communicating Protected Health Information Via Electronic Mail (Email)**	
Scope: **Hospital Wide**	Manual: **Compliance**
Source: **Medical Records Director**	Effective Date:

Responsibility for review and maintenance: Medical Records Director, Information Security Officer
Developed: **July 2013**
Revised: **September 2013**
Reviewed:

Important Information About Patient Email

As a patient at Northern Inyo Hospital, you may request we communicate with you by electronic mail (email). This Fact Sheet will inform you about the risks of communicating with your health care provider or program via email and how Northern Inyo Hospital will use and disclose provider/patient email.

PLEASE READ THIS INFORMATION CAREFULLY

Email communications are two-way communications. However, responses and replies to emails sent to or received by either you or your health care provider may be hours or days apart. This means that there could be a delay in receiving treatment for an acute condition.

If you have an urgent or an emergency situation, you should not rely solely on provider/patient email to request assistance or to describe the urgent or emergency situation. Instead, you should act as though provider/patient email is not available to you – and seek assistance by means consistent with your needs.

Email messages on your computer, your laptop, and/or your phone have inherent privacy risks – especially when your email access is provided through your employer or when access to your email messages is not password protected.

Unencrypted email provides as much privacy as a postcard. You should not communicate any information with your health care provider that you would not want to be included on a postcard that is sent through the Post Office.

Email messages may be inadvertently missed. To minimize risk, Northern Inyo Hospital requires you respond appropriately to a test email message before we will allow health information to be communicated via email. You can also help minimize this risk by using only the email address that you are provided at the successful conclusion of the testing period to communicate with your providers.

Email is sent at the touch of a button. Once sent, an email message cannot be recalled or cancelled. Errors in transmission, regardless of the sender's caution, can occur.

In order to forward or to process and respond to your email, individuals at Northern Inyo Hospital other than your health care provider may read your email message. Your email message is not a private communication between you and your treating provider.

Neither you nor the person reading your email can see the facial expressions or gestures or hear the voice of the sender. Emails can be misinterpreted.

At your health care provider's discretion, your email messages and any and all responses to them may become part of your medical record.

Effective Date: April 18, 2013

Patient Request for Email Communications

Patient Name: _____ Date of Birth: _____

Phone Number: _____ Email Address: _____

Communications over the Internet and / or using the email system may not be encrypted and may not be secure. There is no assurance of confidentiality when communicating via email. To request that this provider communicate with you via email you must complete this form and return it to your provider.

Please be advised that:

1. **This request applies only to the healthcare provider that you indicate below. If you would like to request to communicate via email with another health care provider, you must complete a separate request for that office.**
2. Northern Inyo Hospital will not communicate health information that is specially protected under state and federal law (e.g., HIV/AIDS, substance abuse, mental health information) via email. Labs will be only released if a completed "Authorization to Release Lab Results to Patients" is on file.
3. Your request will not be effective until you receive and respond appropriately to a test email message.

Please select the question you want to use (by checking one of the boxes below) for your test email and provide your answer.

- ○ My mother's maiden name: _____
- ○ My middle name: _____
- ○ The street number of my residence: _____

I understand and agree to the following:

- I certify the email address provided on this request is accurate, and that I accept full responsibility for messages sent to or from this address.
- I have received a copy of the IMPORTANT INFORMATION ABOUT PATIENT EMAIL form, and I have read and understand it.
- I understand and acknowledge that communications over the Internet and/or using the email system may not be encrypted and may not be secure; that there is no assurance of confidentiality of information when communicated this way.
- I understand that all email communications in which I engage may be forwarded to other providers for purposes of providing treatment to me.

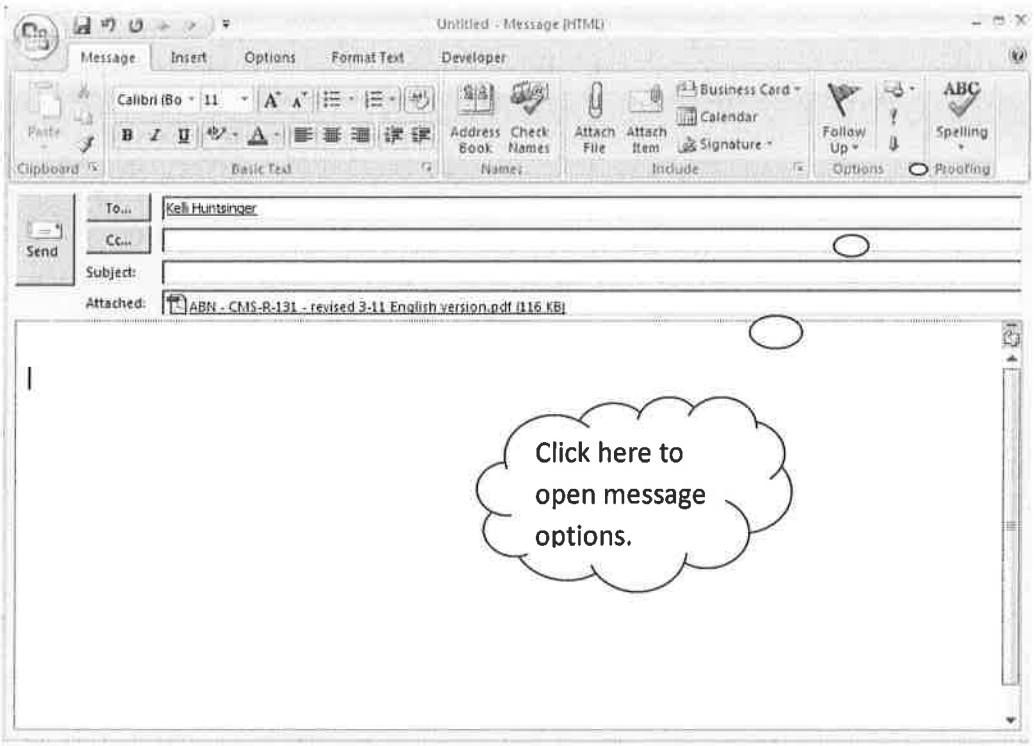
_____ _____

Signature of patient or personal representative Date

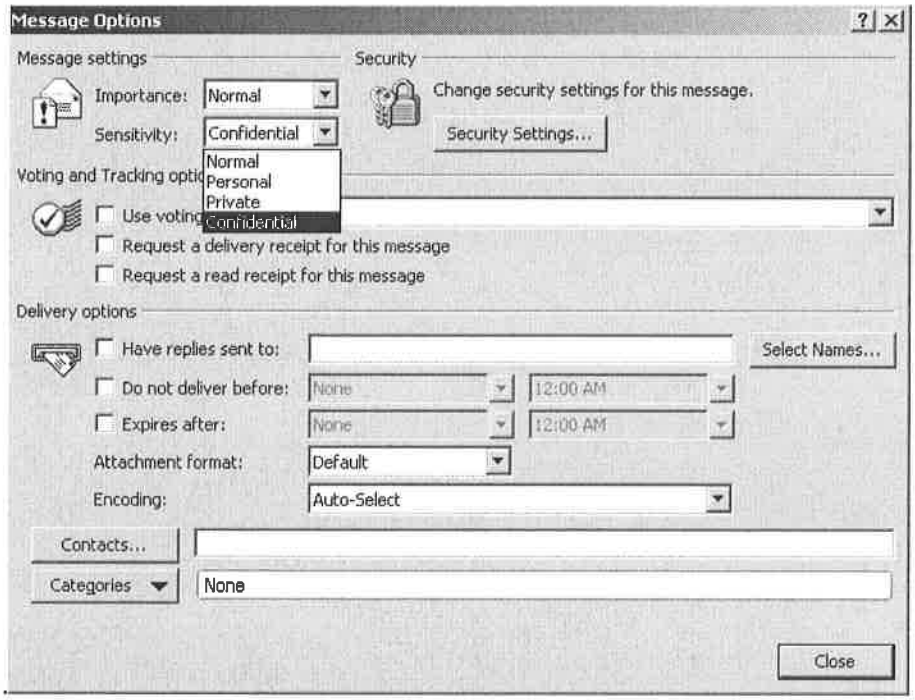
_____ _____

If personal representative, authority to act on behalf of patient Name of Physician

To send an encrypted email, enter the person you are emailing the records to and attach the documents to the email.



Next select the next to "Options" to open up the message options screen.



Click on the sensitivity tab and select confidential. This will encrypt your email. Close the Message Options box and send email.

END