

April 15 2015 Regular Meeting

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AGENDA

NORTHERN INYO COUNTY LOCAL HEALTHCARE DISTRICT BOARD OF DIRECTORS REGULAR MEETING

April 15, 2015 at 5:30 p.m.

In the Jill Kinmont Boothe School Great Room at 166 Grandview Drive, Bishop, CA

1. Call to Order (at 5:30 p.m.).
2. Northern Inyo Hospital Auxiliary quarterly report (*information item*).
3. At this time persons in the audience may speak on any items not on the agenda on any matter within the jurisdiction of the District Board. (*Members of the audience will have an opportunity to address the Board on every item on the agenda. Speakers are limited to a maximum of two minutes each.*)

Consent Agenda (action items)

4. Approval of minutes of the March 18 2015 regular meeting
-
5. Revised *Performance Improvement and Progressive Discipline Policy and Procedure* (*information item*).
 6. Policy and Procedure approval, *Employee Complaints and the Grievance Process* (*action item*).
 7. Chief Executive Officer's Report; Victoria Alexander-Lane.
 - A. Physician Recruitment update
 - B. Joint Commission visit
 - C. FYI - Legal expenses for Union
 - D. LAFCO Update, April 20
 - E. Employee Recognition event, April 17
 8. Chief of Staff Report; Mark Robinson, M.D.
 - A. Approval of appointment to the NIH Provisional Consulting Medical Staff of Board-certified Radiology Physician Edmund Pillsbury, MD according to the approved privileges as requested through December 31, 2016. This recommendation is made consequent to careful review of the applicant's application and supporting documentation (*action item*).
 - B. Privileging of Sunny Sawyer, PA-C, to function according to the approved NIH Physician Assistant Protocols as requested through December 31, 2016. This recommendation is made

- pursuant to careful review of the Physician Assistant Certified application and supporting documentation by majority vote (*action item*).
- C. Advancement from Provisional Consulting Staff of Jeanette Schneider, MD to Consulting Staff with clinical privileges as requested. This recommendation is made consequent to careful review of the applicant's applications and supporting documentation (*action item*).
 - D. Granting of additional privileges as requested commensurate with their current practice to the following (*action items*):
 - Thomas McNamara, MD, Radiology
 - Joy Engblade, MD, Hospitalist
 - E. Approval of the following policies/procedures/protocols, which have been reviewed and recommended by the appropriate Medical Staff committees (*action items*):
 1. *Diagnostic Imaging – Imaging Equipment Quality Control*
 2. *Diagnostic Imaging – Monitoring and Documentation of Fluoroscopic Quality Control*
 3. *Diagnostic Imaging – Ordering Privilege and Procedure*
 4. *Diagnostic Imaging – Guidelines for the use of radiology equipment in other areas*
 5. *Diagnostic Imaging – Self-Referral for Breast Screening Exams*
 6. *DI – Standards of Care*
 7. *Diagnostic Imaging – Nuclear Medicine New Employee/Annual Orientation*
 8. *Diagnostic Imaging – Ordering Radioactive Materials*
 9. *DI – MRI Safety, Ear Protection*
 10. *Diagnostic Imaging – Premedication for Radiographic Contrast Sensitivity*
 11. *DI – MRI Safety – Magnet Room Safety*
 12. *DI – CT Dose Documentation*
 13. *Diagnostic Imaging – Patient Priority*
 14. *Diagnostic Imaging – Teleradiology Services*
 15. *Patient Requiring Psychiatric Evaluation and Treatment*
9. Chief Nursing Officer Report (*information item*).
 10. Chief Performance Excellence Officer Report (*information item*).
 11. New Business
 - A. Approval of Financial and Statistical reports for February 2015 (*action item*).
 - B. Approval of updated Northern Inyo Hospital Auxiliary Bylaws (*action item*).
 - C. Northern Inyo Hospital “B” Clinics Sliding Scale Discount Fee Policy (*action item*).

12. Reports from Board members (*information items*).
13. Adjournment to closed session to/for:
 - A. Hear reports on the hospital quality assurance activities from the responsible department head and the Medical Staff Executive Committee (*Section 32155 of the Health and Safety Code, and Section 54962 of the Government Code*).
 - B. Discussion of potential litigation (*Government Code section 54956(d)(2)*).
 - C. Discussion of OB/Gyn arrangements with Jeanine Arndal MD, and Martha Kim MD (*Government Code Section 54957*).
14. Return to open session, and report of any action taken in closed session.
15. Approval of agreement for General Surgery Services with Allison Robinson, MD (*action item*).
16. Approval of Relocation Expense Agreement with Allison Robinson, M.D. (*action item*).
17. Approval of agreement for Pediatric Services with Louisa Salisbury, M.D. (*action item*).
18. Approval of Relocation Expense Agreement with Louisa Salisbury, MD (*action item*).
19. Approval of changes to OB/Gyn services arrangements with Jeanine Arndal MD, and Martha Kim MD (*action items*).
20. Adjournment.

In compliance with the Americans with Disabilities Act, if you require special accommodations to participate in a District Board meeting, please contact administration at (760) 873-2838 at least 48 hours prior to the meeting.

CALL TO ORDER The meeting was called to order at 5:30 pm by M.C. Hubbard, President.

PRESENT M.C. Hubbard, President
Denise Hayden, Vice President
D. Scott Clark, M.D., Secretary
Peter Watercott, Treasurer
John Ungersma, M.D., Member at Large

ALSO PRESENT Victoria Alexander-Lane, Chief Executive Officer
Thomas Boo, M.D., Chief of Staff
Sandy Blumberg, Executive Assistant

OPPORTUNITY FOR PUBLIC COMMENT Ms. Hubbard stated at this time persons in the audience may speak on any items not on the agenda on any matter within the jurisdiction of the District Board. She additionally noted that members of the audience will have the opportunity to address the Board on every item on the agenda, and that speakers will be limited to a maximum speaking time of two minutes each.

The following persons spoke during public comment:

- Michael Phillips, M.D.
- Michael Dillon, M.D.
- William Wolfson, M.D.
- Becky Taylor
- Ann Gasior, M.D.
- Lynne Greer
- Denise Morrill, RN

Chief of Staff Thomas Boo, M.D. announced his resignation as Chief of Staff of Northern Inyo Hospital, stating that Mark Robinson, M.D. will step into that role in his place.

CONSENT AGENDA Ms. Hubbard called attention to the consent agenda for this meeting, which contained the following items:

- Approval of minutes of the February 9 2015 special meeting
- Approval of minutes of the February 10 2015 special meeting
- Approval of minutes of the February 18 2015 special meeting
- Approval of minutes of the February 25 2015 special meeting
- Approval of the Financial and Statistical reports for January 2015

It was moved by D. Scott Clark, M.D., seconded by John Ungersma, M.D. and unanimously passed to approve the proposed consent agenda items as presented.

CEO REPORT Chief Executive Officer (CEO) Victoria Alexander-Lane provided a monthly report which included the following items:

- Staff Pediatrician Kristin Collins, DO has announced her plans to relocate her practice out of Bishop. Administration is currently in discussion with a pediatrician who may be interested in taking

Doctor Collins' place.

- Hospital administration is close to reaching an agreement with potential general surgeon Allison Robinson, MD who would be available to come on board at the start of the month of August.
- Felix Karp MD, who has been working at NIH as a locums hospitalist has agreed to come on board on a permanent basis and join the existing hospitalist rotation.
- The Hospital recently received a correspondence from California Senator Tom Berryhill congratulating NIH on being recognized by Alpha Fund for achievements to improvements made in the areas of employee safety and patient safety
- Ms. Alexander-Lane additionally commented that a misconception exists among hospital staff that many employees have recently been terminated from their jobs, when in fact those employees have been separated from employment for exceeding their maximum amount of leave per hospital policy. Discussion followed, after which the group was advised that anyone with additional questions may contact the NIH Human Relations office for more information.

CHIEF OF STAFF
REPORT

Thomas Boo, M.D. reported that following careful review, consideration, and approval by the appropriate committees, the Medical Executive Committee recommends approval of the following hospital wide policies and procedures, and the following policy and procedure manual:

POLICY AND
PROCEDURE
APPROVALS/DIETARY
MANUAL APPROVAL

1. Standardized Procedure: *Certified Nurse Midwives First Assisting During Cesarean Section*
2. Policy/Procedure: *Sexual Assault Exam Policy*
3. Policy/Procedure: *Code Blue Procedure – Code Blue Team*
4. Policy/Procedure: *Gait Belt Policy*
5. Policy/Procedure: *Patient Food from Non-Hospital Sources*
6. Policy/Procedure: *Infection Prevention Plan*
7. Policy/Procedure: *Dishes in Staff Break Room Areas*
8. Clinical Diet Manual (*annual approval*)

Ms. Hubbard asked that the approval dates indicated on the proposed policies be updated to actual. It was then moved by Peter Watcrott, seconded by Doctor Clark, and unanimously passed to approve policies 1 through 7, and to approve the Clinical Diet Manual as presented.

CHIEF NURSING
OFFICER REPORT

Chief Nursing Officer Katherine Decker, RN provided a monthly update on work performed by the Northern Inyo Hospital Nursing Department.

OLD BUSINESS

POLICY AND
PROCEDURE,
EMPLOYEE
COMPLAINTS AND THE
GRIEVANCE PROCESS

Ms. Hubbard called attention to a revised personnel policy titled *Employee Complaints and the Grievance Process* which incorporates a change being made to remove the "appeal to the Board of Directors" based on legal counsel determination that there is no legal requirement for this provision. Comments were heard on this subject and discussion

included dissatisfaction with the wording of NIH's existing *Progressive Discipline Policy*. At the conclusion of discussion it was moved by Doctor Ungersma, seconded by Ms. Hayden, and unanimously passed to table approval of the revision to the *Employee Complaints and the Grievance Process* policy to the next meeting of the District Board, so that both it and a reworded version of the *Progressive Discipline Policy* can be considered further.

NEW BUSINESS

FOUNDATION BOARD MEMBER APPROVAL

NIH Foundation Executive Director Greg Bissonette requested Board approval for Ms. Carol Hice to be seated as a member of the NIH Foundation Board. It was moved by Ms. Hayden, seconded by Doctor Ungersma, and unanimously passed to approve the nomination of Carol Hice to the NIH Foundation Board of Directors as requested.

BOARD MEETING DATES FOR 2015

The Board then reviewed the calendar for the remaining months of 2015 for the purpose of setting dates for the regular meetings of the District Board. It was suggested by Director Watercott that meetings be held the third Wednesday of every month with the exception of the months of May and November, during which meetings could be moved to the 2nd Wednesday in order to avoid holiday conflicts. It was moved by Mr. Watercott, seconded by Doctor Ungersma, and unanimously passed to approve a 3rd Wednesday of the month schedule for regular meetings, with the exception of the months of May and November as suggested.

STRATEGIC PLAN UPDATE

Ms. Alexander-Lane provided an update on progress made toward achieving the goals of the Healthcare District's Strategic Plan for the 2015 calendar year.

APPROVAL OF FINAL AUDIT REPORT FOR FISCAL YEAR ENDING JUNE 30, 2014

Ms. Hubbard then called attention to approval of the final audit report for the fiscal year ending June 30, 2014 (from Wipfli LLP) as presented at the last regular meeting of the District Board. It was moved by Mr. Watercott, seconded by Doctor Ungersma and unanimously passed to approve the final audit report for the fiscal year ending June 30, 2014 from Wipfli LLP as presented.

BOARD MEMBER REPORTS

Director Ungersma called attention to a correspondence received from the Association of California Healthcare Districts (ACHD) which provides information regarding how to nominate a Trustee of the Year and/or a Healthcare District of the Year to be recognized for notable achievements. Anyone interested in obtaining more information on this subject should contact either Doctor Ungersma or CEO Victoria Alexander-Lane directly.

ADJOURNMENT TO CLOSED SESSION

At 7:25 pm Ms. Hubbard announced the Board of Directors would adjourn to closed session to:

- A. Hear reports on the hospital quality assurance activities from the responsible department head and the Medical Staff Executive

Committee (*Section 32155 of the Health and Safety Code, and Section 54962 of the Government Code*).

- B. Discuss trade secrets, new programs and services (*Section 32106 of the Health and Safety Code*).
- C. Discussion of an Agreement for Obstetrical Services with Martha Kim, MD (*Government Code Section 54957*)
- D. Discussion of an Agreement for Obstetrical Services with Jeanine Arndal, MD (*Government Code Section 54957*).
- E. Discussion of an Agreement for Hospitalist Services with Felix Karp, MD (*Government Code Section 54957*).
- F. Discussion of potential litigation (*Government Code section 54956(d)(2)*).

RETURN TO OPEN
SESSION AND REPORT
OF ACTION TAKEN

At 9:20 pm the meeting returned to open session. Ms. Hubbard reported that the Board took no reportable action.

PHYSICIAN
AGREEMENTS WITH
DOCTORS KIM;
ARNDAL; AND KARP

Ms. Hubbard then called attention to approval of the Agreement for OB/Gyn Services with Martha Kim, MD; the Agreement for OB/Gyn Services with Jeanine Arndal, MD; and the Agreement for Hospitalist Services with Felix Karp, MD. It was moved by Mr. Watercott, seconded by Ms. Hayden, and unanimously passed to approve all three physician agreements as presented.

ADJOURNMENT

The meeting was adjourned at 9:22 pm.

M.C. Hubbard, President

Attest:

D. Scott Clark, M.D., Secretary

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: Employee Conduct - PERFORMANCE IMPROVEMENT AND PROGRESSIVE DISCIPLINE	
Scope: Hospital Wide	Department:
Source: Human Resources	Effective 08/20/2014 (verbiage changed 04/15/2015)

PURPOSE:

The purpose of progressive discipline is to help employees correct their issue(s) and become successful and productive. Progressive discipline provides supervisors with a consistent and fair process for handling disciplinary issues and protects the legal rights of employees and the employer.

This policy and procedure is consistent with our organizational values, mission statement, HR best practices, and Federal/State employment laws and provides a structured process to improve and prevent behavior or performance issues, if they occur.

POLICY:

Northern Inyo Hospital (NIH) expects all employees to be aware of and to follow workplace policies and rules for the well-being of our patients, employees and business operations. NIH also expects employees to conduct themselves in an appropriate manner and to maintain a high level of job performance. NIH relies on individual good judgment and sense of responsibility. It is the policy of Northern Inyo Hospital that any conduct that interferes with or adversely affects employment is grounds for disciplinary action.

In the State of California, employers including Northern Inyo Hospital are at will employers. Therefore, employees have the right to terminate their employment at any time, with or without reason, and Northern Inyo Hospital maintains the same right. Because Northern Inyo Hospital believes in a just environment, we have a progressive discipline policy and procedure.

Northern Inyo Hospital considers varying factors to determine disciplinary steps or interventions – including but not limited to whether the offense is a repeated one despite coaching, counseling and/or training, the employee’s work record and the impact the conduct or performance issues have on our organization. The distinct nature of an offense and all of the facts that support it will determine the combination or omission of disciplinary steps or interventions. Outlined below are the steps of our progressive discipline procedure.

PROCEDURES:

Performance Improvement

Northern Inyo Hospital (NIH) works to protect its investment of time and expense devoted to employee on boarding, orientation and training. If an employee’s performance may improve or an issue can be resolved through one-time coaching or adequate corrective counseling, hospital management may discretionarily recommend a performance improvement plan. The hospital will determine the course of action best suited to the circumstances and shall employ the progressive discipline procedures outlined below, if appropriate.

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Misconduct

“Misconduct” is defined as a violation of hospital rules and policies as well as conduct that violates business ethics and/or state and federal law. A particular violation may be minor or major, depending on the surrounding facts or circumstances. Generally, but not exclusively, minor and major violations are defined as follows:

Minor violations are less serious violations that have some effect on the continuity, efficiency of work, safety, and harmony within the hospital. Minor violations typically lead to corrective counseling. Further disciplinary action may result if minor violations are repeated or when unrelated incidents occur in rapid succession. Some examples of minor violations include but are not limited to:

- Excessive tardiness
- Interfering with another employee’s job performance
- Excessive absenteeism
- Failure to observe working hours, such as the schedule of starting time, quitting time, and rest and meal periods
- Performing unauthorized personal work on hospital time
- Failure to notify direct manager of intended absence either before or within one hour after the start of a shift

Major violations are more serious, include any deliberate or willful infraction of hospital rules, and may preclude an employee’s continued employment. Some examples of major violations include but are not limited to:

- Physical fighting on hospital premises
- Repeated occurrences of related or unrelated minor violations, depending on the severity of the violation and the circumstances
- Any act that might endanger the safety or lives of others
- Departing hospital premises during working hours for personal reasons without a management’s permission
- Bringing firearms or weapons onto hospital premises
- Deliberately stealing, destroying, abusing, or damaging hospital property, tools, or equipment, or the property of another employee or visitor
- Disclosure of confidential hospital information or trade secrets to unauthorized persons
- Willfully disregarding hospital policies or procedures
- Willfully falsifying any hospital records
- Willfully deleting files and hospital records
- Fraud, misappropriation, embezzlement, theft, or the like against the hospital
- Conviction for a felony or a crime involving moral turpitude

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Scope: Hospital Wide	Department:
Source: Human Resources	Effective 08/20/2014 (verbiage changed 04/15/2015)

- Any intentional act that unlawfully damages the hospital’s reputation (this provision does not include disclosure or discussion of working conditions, terms and conditions of employment, and employee wages)
- Sexual harassment in any form toward hospital employees or anyone affiliated with the hospital

Progressive Discipline

Northern Inyo Hospital has found that in some instances, corrective counseling through progressive discipline can be an effective way of improving performance and addressing misconduct.

Northern Inyo Hospital upholds a general progressive discipline policy for most performance and conduct issues, including verbal counseling, written warnings, suspensions, and terminations. For the reason that every performance and conduct issue is distinct in nature, Northern Inyo Hospital does not guarantee that each situation will have the benefit of the progressive discipline procedures. Major violations of Northern Inyo Hospital’s policies regarding harassment, discrimination, or safety may result in immediate removal from the worksite and/or immediate termination.

In addition, progressive discipline may be bypassed for violations of Northern Inyo Hospital’s standards of conduct involving violence, criminal activity, illegal substances, dishonesty, and conduct toward our customers, vendors, or business associates when that conduct affects the hospital’s reputation, credibility, or ability to carry out its business.

Northern Inyo Hospital will use the following progressive discipline, when reasonable.

Verbal counseling: The first step in progressive discipline is verbal counseling. During this step, management will speak to the employee about the performance or conduct issue. Management will also review the employee’s job description and discuss pertinent job requirements with the employee to ensure his or her understanding of them. Management will carefully consider all of the circumstances regarding the offense, judge the severity of the problem, and look over the employee’s work record. Management will identify the problem and counsel the employee regarding future behaviors. Management will collaborate with the employee and HR to ensure the employee understands the significance of the issue and corrective action necessary. All communication will be documented on the NIH Employee Progressive Discipline Form. The employee will be notified that a written warning, probation, or possible termination could result if the problem is not corrected. Under appropriate circumstances and with approval of the section Chief as well as the Chief Human Relations Officer, management may direct that the verbal counseling be removed from the employee’s personnel file after a period of time.

Written warning: When the unacceptable performance or behavior is not corrected, the next step in progressive discipline is a written warning. The written warning will clearly define the issue or problem and outline the facts associated with it. The written warning will also explain to the employee how to

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Source: Human Resources	Effective 08/20/2014 (verbiage changed 04/15/2015)

resolve the issue or problem. Management will collaborate with the employee to help them reach their resolution. Probation, termination or both will result if corrective action is not taken by the employee and observed by management. Written warnings become a part of the employee’s personnel file. Under appropriate circumstances and with approval of the section Chief as well as the Chief Human Relations Officer, management may direct that the written warning be removed from the employee’s personnel file after a period of time.

Probation: After both verbal counseling and written warnings have been issued, the employee will be placed on probation if the issue or problem has not been resolved. Probation is a serious action, and the employee is advised that termination will occur if improvement in performance or conduct is not achieved within the probationary period. The employee’s direct manager will establish the length of probation, from 2 weeks to 60 days, after review of the employee’s corrective counseling documentation. Management, who will also personally meet with the employee to discuss the probationary letter and answer any questions, will prepare a written probationary notice to the employee. The purpose of the probation, as well as all other progressive discipline steps, is successful resolution of the issue.

At the completion of the probationary period, management will determine whether the employee has achieved the required level of performance and consider removing the employee from probation, extending the period of probation, or taking further action. The employee is to be advised in writing of the decision. Upon successful completion of the probation, the employee will be commended for their determination and effort as well as counseled that any future recurrence may result in further disciplinary action.

Termination: Termination is the final step of the progressive discipline policy when corrective actions fail to remedy unsatisfactory performance or put an end to misconduct. Termination of employment can also occur when an employee is involved in a serious offense that warrants immediate termination.

FORMS:

Available under Human Resources – Procedures and Forms:
Employee Performance Improvement Plan
Employee Progressive Discipline

Approval	Date
Senior Management	08/11/2014 (verbiage changed 03/30/2015)
Board of Directors	08/20/2014 (verbiage changed 04/15/2015)

Memorandum

Date: February 12, 2015
To: Victoria Alexander-Lane, CEO/Administrator
Trustees of the Northern Inyo Hospital Board of Directors
From: Georgan Stottlemyre, Chief Human Relations Officer
RE: Revised personnel policy – Required – EMPLOYEE COMPLAINTS AND THE GRIEVANCE PROCESS (23-02)

Proposed for Board approval, Required – EMPLOYEE COMPLAINTS AND THE GRIEVANCE PROCESS (23-02) incorporates change to remove “appeal to the Board” based on legal counsel determination that there is no requirement for this provision. This revision also updates the policy and procedure to remove the separate Employee Advocate references to reflect the previously approved change to the policy Benefits - EMPLOYEE ASSISTANCE (13-01). Additionally, the definition of harassment is provided.

Attachments:

Proposed personnel policy: Required – EMPLOYEE COMPLAINTS AND THE GRIEVANCE PROCESS (23-02)
Form: Employee Written Complaint Form

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: Required - EMPLOYEE COMPLAINTS AND THE GRIEVANCE PROCESS (23-02)	
Scope: Hospital Wide	Department: Human resources – Employee Handbook
Source: Human Resources	Effective Date: 02/25/2015

PURPOSE:

To outline the Employee Complaints and the Grievance Process policy and procedure to provide methods: 1) for employees to register complaints about discrimination, harassment, or problems concerning wages, hours, working conditions, the interpretation or application of policies and procedures, disciplinary action employees feel was not for just cause, or any other matters related to their employment; and 2) to afford management the opportunity to explain, respond, and take corrective action in a timely manner.

POLICY:

All employees have the right to voice their complaints.

We recognize the meaningful value and importance of full discussion in resolving misunderstandings and preserving good relations between management and our employees. As such we encourage employees to communicate problems arising from work situations in an open manner, without fear of recrimination or retaliation. Accordingly, we believe that the following procedure will ensure that complaints receive full consideration.

Should a condition exist that an employee feels is unsatisfactory, it is important that he or she bring it to the attention of the appropriate person in the proper manner. Normally that person is the employee's immediate supervisor. If the supervisor is the source of the complaint (e.g., unlawful harassment), the employee is to contact human resources. Any employee who perceives problems in the course of their work or who believes their rights and privileges under hospital policies and rules have been applied unfairly must adhere to this procedure to file a complaint and enter the grievance process.

It is the intent of this policy that complaint resolution be accomplished by supervisory levels described in Step 1 of the procedure (preferably the immediate supervisor). Matters more appropriately resolved at the first step are not to be deferred to succeeding steps of the procedure and grievance process. Human Resources will assess complaints as: i) discrimination or unfair treatment relating to or caused by gender, race, religious beliefs, age, or other legally protected status; ii) harassment; iii) problems concerning wages or hours; iv) working conditions; v) interpretation or application of policies and procedures; vi) disciplinary action employee(s) feel was not for just cause; or vii) any other matters related to employment.

Nothing in this policy alters or should be interpreted as altering the at-will employment relationship between Northern Inyo Hospital and its employees.

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: Required - EMPLOYEE COMPLAINTS AND THE GRIEVANCE PROCESS (23-02)	
Scope: Hospital Wide	Department: Human resources – Employee Handbook
Source: Human Resources	Effective Date: 02/25/2015

DEFINITIONS:

Harassment – Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward and individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual’s work performance, or c) otherwise adversely affects an individual’s employment opportunities.

PROCEDURE:

1. Employees are encouraged, but not required to discuss problems and complaints in an informal manner with their immediate supervisor, Coordinator, Manager, Director, Chief, or Chief Human Relations Officer.
2. If not resolved in step 1, a written formal complaint must be filed with the Human Relations Department within thirty (30) working days of the occurrence of the event. (Reference note a.) Employee Written Formal Complaint Form
3. Within five (5) working days of receipt (Reference note a.): 1) the Human Relations Department will initially respond to the formal written complaint assessing the complaint as: i) discrimination or unfair treatment relating to or caused by gender, race, religious beliefs, age, or other legally protected status; ii) harassment; iii) problems concerning wages or hours; iv) working conditions; v) interpretation or application of policies and procedures; vi) disciplinary action employee(s) feel was not for just cause; or vii) any other matters related to employment. Then, accordingly, two (2) copies of the written complaint and HR response will be forwarded as appropriate up the employee’s chain of command by HR.
4. Each level of the chain of command, as determined appropriate, will discuss the written complaint with the Chief Human Relations Officer or designee and respond to the employee in writing within five (5) working days of receipt of the written complaint from Human Relations. (Reference note a.)
5. If the employee does not accept the decision of the level of leadership, the employee may appeal the decision in writing up the chain of command, and ultimately to the Administrator within five (5) working days of the employee’s receipt of each leader’s decision. (Reference note a.)
6. If it reaches the level of the Administrator, the Administrator or designee will completely and impartially investigate the complaint and within (5) working days provide the employee with a written decision. (Reference note a.)

**NORTHERN INYO HOSPITAL
EMPLOYEE HANDBOOK – PERSONNEL POLICY**

Title: Required - EMPLOYEE COMPLAINTS AND THE GRIEVANCE PROCESS (23-02)	
Scope: Hospital Wide	Department: Human resources – Employee Handbook
Source: Human Resources	Effective Date: 02/25/2015

7. All decisions of the Administrator or designee shall be final and not subject to further appeal.
8. Throughout the complaint and grievance process stated in the policy, if still scheduled to work, the employee is required to continue to perform his/her duties in a satisfactory manner or be subject to disciplinary action.
9. Employees terminated or suspended, as the result of disciplinary action will remain terminated or suspended during the grievance process stated in this policy.
10. At each stage of the grievance process, if the employee prevails, he/she shall be reinstated. Back pay, in whole or in part, may or may not be granted at the discretion of the Administrator or designee.
11. Human Relations will receive a copy of all communication related to the grievance process, for inclusion in the employee's personnel file.
12. Retaliation against the employee making a complaint or using the grievance process is prohibited and will lead to disciplinary action up to and including termination.

Notes:

- a. There may be occasions when, because of the time or the particular circumstances involved, either the employee or management of the hospital may request that the time requirements in this procedure be waived or extended.
- b. In order to most appropriately or effectively investigate or resolve a complaint/grievance, management may invoke other options during the grievance process, e.g. use of a Task Force or outside consultant or mediator.

CROSS REFERENCE P&P:

Required - EQUAL EMPLOYMENT OPPORTUNITY (03-01)
Required - HARASSMENT POLICY (23-01)

Approval	Date
Senior Management	02/02/2015
Board of Directors	02/25/2015



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

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

voice
fax

TO: NICLHD Board of Directors
FROM: Mark Robinson, MD
Chief of Medical Staff
DATE: April 7, 2015
RE: Medical Executive Committee report

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

1. Approval of appointment to the NIH Provisional Consulting Medical Staff of Board-certified Radiology Physician Edmund Pillsbury, MD according to the approved privileges as requested through December 31, 2016. This recommendation is made consequent to careful review of the applicant's application and supporting documentation.
2. Privileging of Sunny Sawyer, PA-C, to function according to the approved NIH Physician Assistant Protocols as requested through December 31, 2016. This recommendation is made pursuant to careful review of the Physician Assistant Certified application and supporting documentation by majority vote.
3. Advancement from Provisional Consulting Staff of Jeanette Schneider, MD to Consulting Staff with clinical privileges as requested. This recommendation is made consequent to careful review of the applicant's applications and supporting documentation.
4. Granting of additional privileges as requested commensurate with their current practice to the following:
 - o Thomas McNamara, MD – Radiology
 - o Joy Engblade, MD - Hospitalist
5. Approval of the following policies/procedures, which have been reviewed and recommended by appropriate Medical Staff committees:
 - A. Policies/Procedures/Protocols
 - i. *Diagnostic Imaging – Imaging Equipment Quality Control*
 - ii. *Diagnostic Imaging – Monitoring and Documentation of Fluoroscopic Quality Control*
 - iii. *Diagnostic Imaging - Ordering Privilege and Procedure*
 - iv. *Diagnostic Imaging – Guidelines for the use of radiology equipment in other areas*
 - v. *Diagnostic Imaging - Self-Referral for Breast Screening Exams*
 - vi. *DI – Standards of Care*
 - vii. *Diagnostic Imaging – Nuclear Medicine New Employee/Annual Orientation*
 - viii. *Diagnostic Imaging - Ordering Radioactive Materials*
 - ix. *DI – MRI Safety, Ear Protection*
 - x. *Diagnostic Imaging – Premedication for Radiographic Contrast Sensitivity*
 - xi. *DI – MRI Safety – Magnet Room Safety*
 - xii. *DI – CT Dose Documentation*

- xiii. *Diagnostic Imaging – Patient Priority*
- xiv. *Diagnostic Imaging – Teleradiology Services*
- xv. *Patient Requiring Psychiatric Evaluation and Treatment*

Mark Robinson, MD, Chief of Staff

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Diagnostic Imaging - Imaging Equipment Quality Control	
Scope: Departmental	Manual: Diagnostic Imaging
Source: Director of Diagnostic Imaging	Effective Date:

PURPOSE: Ensures Imaging Services equipment is operating in a manner that is safe and compliant with state and federal regulations

POLICY:

1. The imaging department technologist shall perform quality control on all imaging equipment following manufacturer recommendations located in equipment manuals.
2. Quality control limits are set by manufacturer, manufacturer's field service engineer (FSE), or the medical physicist.
3. Equipment not performing within the designated specifications shall be removed from service immediately.
4. The director of imaging services (DDI) and radiologist shall be notified of deficiency or malfunction.
5. The DDI or designee shall contact the appropriate manufacturer or FSE, or biomedical engineer.
6. Following correction or repair, appropriate quality control shall be repeated.
7. After passing quality control standards, equipment shall be placed back into service.

Committee Approval	Date
Radiology Services Committee	
Medical Executive Committee	
Administration	
Board of Directors	

Developed: 7/20/2014 PDickson
 Reviewed:
 Revised:
 Supersedes:
 Responsibility for review and maintenance: DDI

*Reviewed by
 M. G. W.
 11/15/11*

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Diagnostic Imaging - Monitoring and Documentation of Fluoroscopic Quality Control	
Scope: Departmental	Manual: Diagnostic Imaging
Source: Director of Diagnostic Imaging	Effective Date:

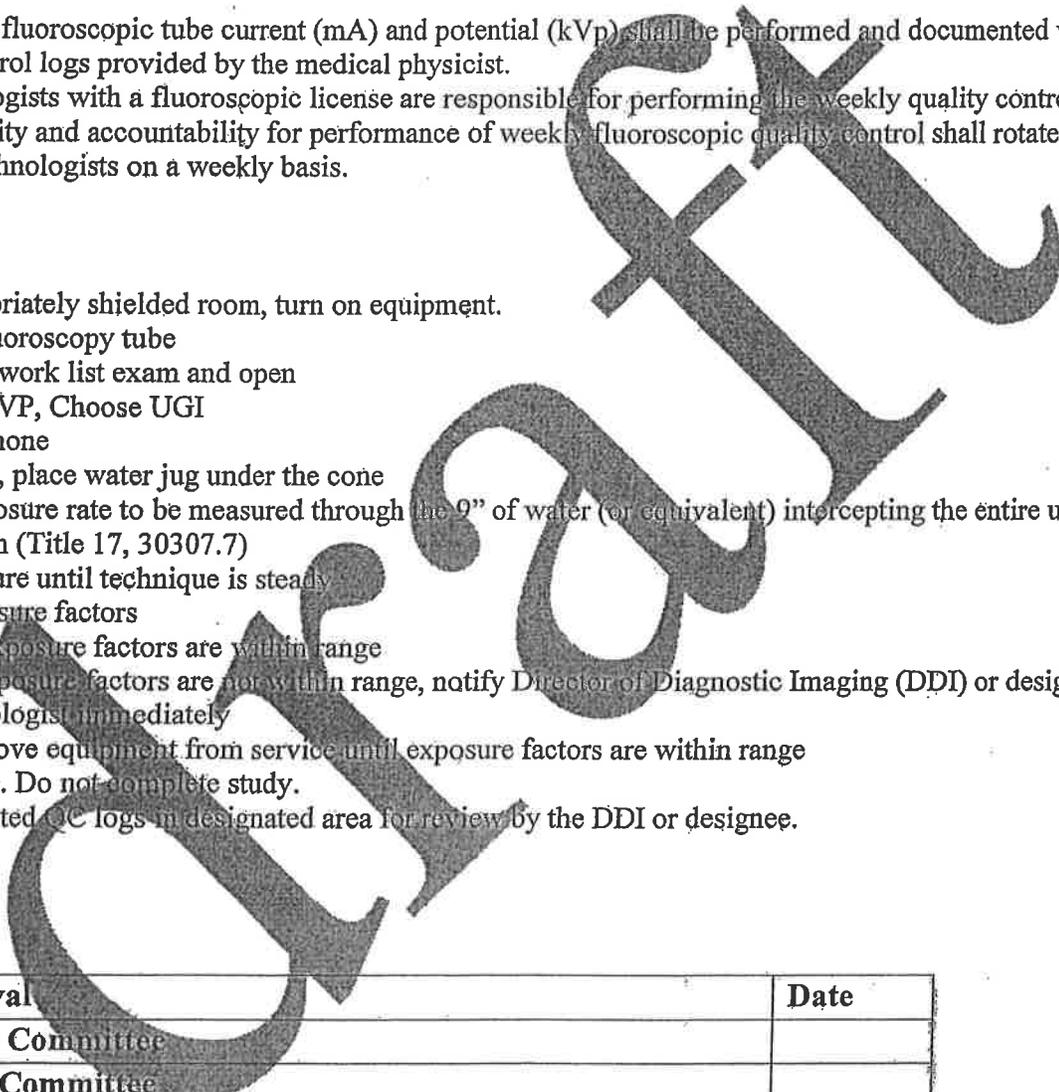
PURPOSE: Ensures that fluoroscopic quality control is completed and documented weekly, in accordance with Title 17, Section 30307

POLICY:

1. Monitoring fluoroscopic tube current (mA) and potential (kVp) shall be performed and documented weekly on quality control logs provided by the medical physicist.
2. All technologists with a fluoroscopic license are responsible for performing the weekly quality control.
3. Responsibility and accountability for performance of weekly fluoroscopic quality control shall rotate through licensed technologists on a weekly basis.

PROCEDURE:

1. In an appropriately shielded room, turn on equipment.
2. Warm up fluoroscopy tube
3. Choose any work list exam and open
4. Choose GI/IVP, Choose UGI
5. Set filter to none
6. Put cone out, place water jug under the cone
 - a. Exposure rate to be measured through the 9" of water (or equivalent) intercepting the entire useful beam (Title 17, 30307.7)
7. Make exposure until technique is steady
8. Record exposure factors
9. Make sure exposure factors are within range
 - a. If exposure factors are not within range, notify Director of Diagnostic Imaging (DDI) or designee, and radiologist immediately
 - b. Remove equipment from service until exposure factors are within range
10. Replace cone. Do not complete study.
11. Place completed QC logs in designated area for review by the DDI or designee.



Committee Approval	Date
Radiology Services Committee	
Medical Executive Committee	
Administration	
Board of Directors	

Developed: 7/20/2014 PDickson

Reviewed:

Revised:

Supersedes:

Responsibility for review and maintenance: DDI

*Reviewed by
McN
11/15/15*

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Diagnostic Imaging - Ordering Privilege and Procedure	
Scope: Hospital wide	Manual: Diagnostic Imaging
Source: Director of Diagnostic Imaging	Effective Date:

POLICY:

Any physician or licensed practitioner (physician, podiatrist, licensed nurse practitioner, physician's assistant as outlined in the Medical Staff Bylaws) may order Diagnostic Imaging procedures.

PROCEDURE:

1. Orders are submitted electronically, hand-written, or faxed to the Diagnostic Imaging Department. Verbal orders are permitted only in urgent or emergent situations. Licensed professionals may take verbal orders within the scope of their practice. Verbal orders must be documented according to the NIH Verbal Orders Policy.
2. Orders will be reviewed and the patient's exam will be performed or scheduled.
3. Technologists performing the exam shall review the order prior to performing the exam. If there are questions or concerns the technologist will consult the radiologist.
4. The radiologist, referring physician, or designee, may determine the appropriate protocol to exams.
5. If the ordered test is considered clinically inappropriate or suboptimal, the radiologist or designee will attempt to contact the ordering provider to obtain additional clinical information or request an order modification. In an urgent or emergent situation, or for patient convenience, the radiologist will modify the test if unable to contact the referring provider.
6. No diagnostic imaging exams may be performed without a provider order.
7. The FDA has approved the use of "self-referral" for certain screening exams. These may be performed without a provider order when the patient meets the criteria for the screening exam.
8. During the acquisition of the ordered study, additional views, sequences, slices or images may be acquired at the request of the interpreting physician.

CROSS REFERENCE & P:

1. Verbal Orders
2. Breast Screening Exams – Self-referral and self requested

Committee Approval	Date
Radiology Services Committee	
Medical Executive Committee	
Administration	
Board of Directors	

Developed: 2/10/15

Reviewed:

Revised: 4/2/2015

Supercedes:

Responsibility for review and maintenance: DDI

L. O. Mc

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Diagnostic Imaging - Guidelines for use of radiology equipment in other areas	
Scope: Departmental	Manual: Diagnostic Imaging, Radiology
Source: Director of Diagnostic Imaging	Effective Date:

PURPOSE: Provides guidance for safe and compliant operation of radiation producing machines outside of the imaging department.

POLICY:

1. The Imaging department will perform radiographic examinations outside of the imaging department upon receipt of an appropriate order for a "portable" service.
2. The portable examination shall be performed under the direction of a trained, registered and licensed radiologic technologist.
3. Appropriate radiation protection measures shall be employed in obtaining the desired study, under the direction of a trained, registered and licensed radiologic technologist.
4. Portable radiographic equipment shall be operated only by authorized personnel, under the direction of a trained, registered and licensed radiologic technologist.
5. The mobile fluoroscopic equipment (C-arm) shall always be operated by CA licensed fluoroscopy technologists, under the supervision of a licensed physician "X-ray Operator and Supervisor" or by the licensed physician "X-ray Operator and Supervisor".
6. Technologists and physicians using fluoroscopy equipment shall monitor and document the following:
 1. Radiation exposure fluoroscopy time
 2. Proper technique
 3. Use of lead apron or other appropriate radiation protection measures
7. Occupational exposure badges shall be worn at all times when there is the opportunity for occupational exposure.

REFERENCES:

AHRA Radiology Policy & Procedure Manual: Third Edition. 2012. The Association for Medical Imaging Management. Sudbury, MA.

Committee Approval	Date
Radiology Services Committee	8/19/2014
Medical Executive Committee	9/2/2014
Administration	8/19/2014
Board of Directors	9/17/2014

Developed: 7/21/2014 PDickson

Reviewed:

Revised:

Supercedes:

Responsibility for review and maintenance: DDI

*Reviewed by
M&N
1/2*

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**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Diagnostic Imaging - Self-referral for Breast Screening Exams	
Scope: Departmental	Department: Breast Imaging, Diagnostic Imaging
Source: Director of Diagnostic Imaging	Effective Date:

PURPOSE: The purpose of this policy is to serve the patients in this community that need a mammogram/screening whole breast ultrasound but do not have a referring physician or do not have an order from their primary care physician.

Definitions:

1. Self-referrals – patients requesting a screening mammogram/screening whole breast ultrasound who do not have a referring physician
2. Self-requests – patients referring themselves for a screening mammogram/screening whole breast ultrasound who do have a primary care physician
3. Screening Mammogram- mammogram on a patient who is asymptomatic and has not had previous breast cancer.
4. Screening Whole Breast Ultrasound – Automated Breast Ultrasound (ABUS) on a patient who is asymptomatic and has not had previous breast cancer.

POLICY:

1. Self-referrals/self-requests will be scheduled for screening mammography/screening whole breast ultrasound.
 - a. Self-referrals/self-requests shall be accepted for a screening mammogram/screening whole breast ultrasound once every 365 days.
 - b. If the patient has any complaints or diagnoses other than screening, NIH staff will refer the patient to their or an available healthcare provider and will not schedule the self-referred procedure until a physician order has been received.
2. NIH staff will send the mammography screening whole breast ultrasound report, in addition to the summary of report written in lay terms directly to the self-referral patient.
3. NIH staff will send the self-requested mammography/screening whole breast ultrasound report to their primary care physician. A summary of the written report in lay terms shall be sent to the patient.
 - a. In the event that the healthcare provider declines to accept the mammography/screening whole breast ultrasound report, then we will treat the patient as a self-referred.
4. Self-referrals with abnormal results will be referred to the physician or group of physicians that has agreed to provide medical care to these patients. A list of physicians who have agreed to accept these patients is on file and may be provided to patients upon request.
5. Follow-up contact will be made to self-referrals with abnormal results (BIRADS 0, 3, 4, 5) to determine that they have consulted a healthcare provider for follow-up care.
6. In the event that a self-referred or a self-requested patient is having a screening mammogram/screening whole breast ultrasound when the interpreting radiologist is onsite and determines a need for additional workup, the imaging department will contact either the healthcare provider who has agreed to accept the patient or primary healthcare provider provided by the patient to obtain an order for additional diagnostic workup.

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: DI - Standards of Care	
Scope:	Manual: Diagnostic Imaging
Source: Director of Diagnostic Imaging	Effective Date:

STANDARDS OF CARE

1. Diagnostic Imaging patients will have their procedure performed as ordered by their referring physician.
2. For every exam or procedure performed, the technologist will verify
 - *Correct patient
 - *Correct imaging site
 - *Correct patient positioning
 - * For CT specifically: Correct imaging protocol
 - * For CT specifically: Correct scanner parameters
3. A safe, clean environment shall be provided for all patients, staff and visitors. Hospital Standard Precaution procedures will be followed at all times.
4. Patient examinations will be performed by appropriately licensed technologists adhering to ALARA radiation safety protocols (As Low As Reasonably Achievable).
5. All medications will be given appropriately and according to hospital policy; including right patient, right medication, right dose, right time, and right route.
6. Confidentiality and personal privacy will be maintained for patients at all times.
7. Throughout the patient's visit, the patient, and as appropriate his/her significant other, will receive education specific to the patient's exam, procedure, discharge instructions, and health care needs.

Approval	Date
Radiology Services Committee	
Medical Executive Committee	
Administration	
Board of Directors	

Developed: 1/17/2015 DDI
 Reviewed:
 Revised:
 Supersedes:

Index Listings:

*Reviewed w
 SN on
 11/15*

7(a)5

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Diagnostic Imaging - Nuclear Medicine New Employee/Annual Orientation	
Scope: Departmental	Manual: Diagnostic Imaging, Nuclear Medicine
Source: Director of Diagnostic Imaging	Effective Date:

PURPOSE: The purpose of this guideline is to ensure that new Nuclear Medicine department employees are oriented to the practices, policies and equipment in the department. This guideline also documents annual review and re-orientation for all Nuclear Medicine department employees.

POLICY: Nuclear Medicine employees shall be oriented to the practices and policies in the nuclear medicine department.

PROCEDURE:

1. Each area on the list below shall be reviewed, in accordance with state and federal guidelines.
2. Employee shall review information and equipment listed below with the Radiation Safety Officer or Director of Diagnostic Imaging.
3. Employee shall sign this document and place in technologist's binder. Provide a copy to the Human Resources department for employee personnel files.

Area of orientation or review	Tech initials	RSO/DDI initials
Proper operation and safety - GE Infinia Hawkeye and Xeleris workstation		
Proper operation and safety - Atomlab 100 Plus dose calibrator		
Proper operation and safety - Ludlum Model 44-40 Gamma Scintillator Meter		
Proper operation and safety - Ludlum 14-C GM survey meter		
Proper operation and safety - Captus 3000 Uptake Probe and Well Counter		
Proper operation and safety - Mo99/Tc99m Generator		
Review Radiation Safety Program (ALARA Program)		
Review location of monthly Occupational Exposure Reports		
Review preparation and handling of radiopharmaceuticals		
Review quality control procedures for radiopharmaceuticals		
Review procedures for monitoring and storing radioactive waste		
Review procedures for shipping/receiving radioactive materials		
Review procedures for in-house transportation of radioactive materials		
Review procedures for injection of radioactive materials		
Review procedure for daily surveys for radioactive contamination		
Review procedure for weekly area survey and wipe tests for radioactive contamination		
Review procedure for Hot Lab security		
Review procedures for Nuclear Medicine patient examinations		
Signature:	Date	
RSO/DDI signature:	Date	

Handwritten signature and initials

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Diagnostic Imaging - Ordering Radioactive Materials	
Scope: Multi-departmental	Manual: Diagnostic Imaging, Purchasing
Source: Director of Diagnostic Imaging	Effective Date:

PURPOSE: ensure that materials and quantities of radioactive materials (RAM) ordered are authorized by the license and that possession limits for RAM are not exceeded.

POLICY: The nuclear medicine technologist maintains written records that identify the authorized user or department, isotope, chemical form, activity, and supplier.

PROCEDURE:

1. For routinely and occasionally used materials, the Radiation Safety Officer or designee (nuclear medicine technologist) shall keep written records that identify the authorized user or department, isotope, chemical form, activity, and supplier.
2. The written records of order will be checked to confirm that the RAM received were ordered through proper channels.

REFERENCES:

1. Guide for the Preparation of an Application for a Radioactive Materials License Authorizing Medical Use, Retrieved from: <http://www.cdph.ca.gov/pub/forms/Guidelines/Documents/RHB-MedicalGuide.pdf>,
- 2.

CROSS REFERENCE P&P:

- 1.
- 2.
- 3.

Committee Approval	Date
Radiology Services Committee	
Medical Executive Committee	
Administration	
Board of Directors	

Developed:

Reviewed:

Revised:

Supercedes:

Responsibility for review and maintenance:

*Reviewed by
Dr. M. H. W.
10/15*

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: DI - MRI Safety, Ear Protection	
Scope: Departmental	Manual: MRI
Source: Director of Diagnostic Imaging	Effective Date:

PURPOSE: To provide guidance for the technologist to ensure hearing protection is used properly in the MRI magnet room.

POLICY: All patients and persons entering the MRI magnet room must be provided with hearing protection when the magnet is in use.

PROCEDURE:

1. The patient will be properly screened and positioned for the MRI exam.
2. After all patient questions have been answered, the MRI technologist will provide foam or ear covering hearing protection for the duration of the scan.

Approval	Date
Radiology Services Committee	
Medical Executive Committee	
Administration	
Board of Directors	

Developed: 12/30/2014 - DDI

Reviewed:

Revised:

Supercedes:

Reviewed w
Dr. MSN
1/1/15

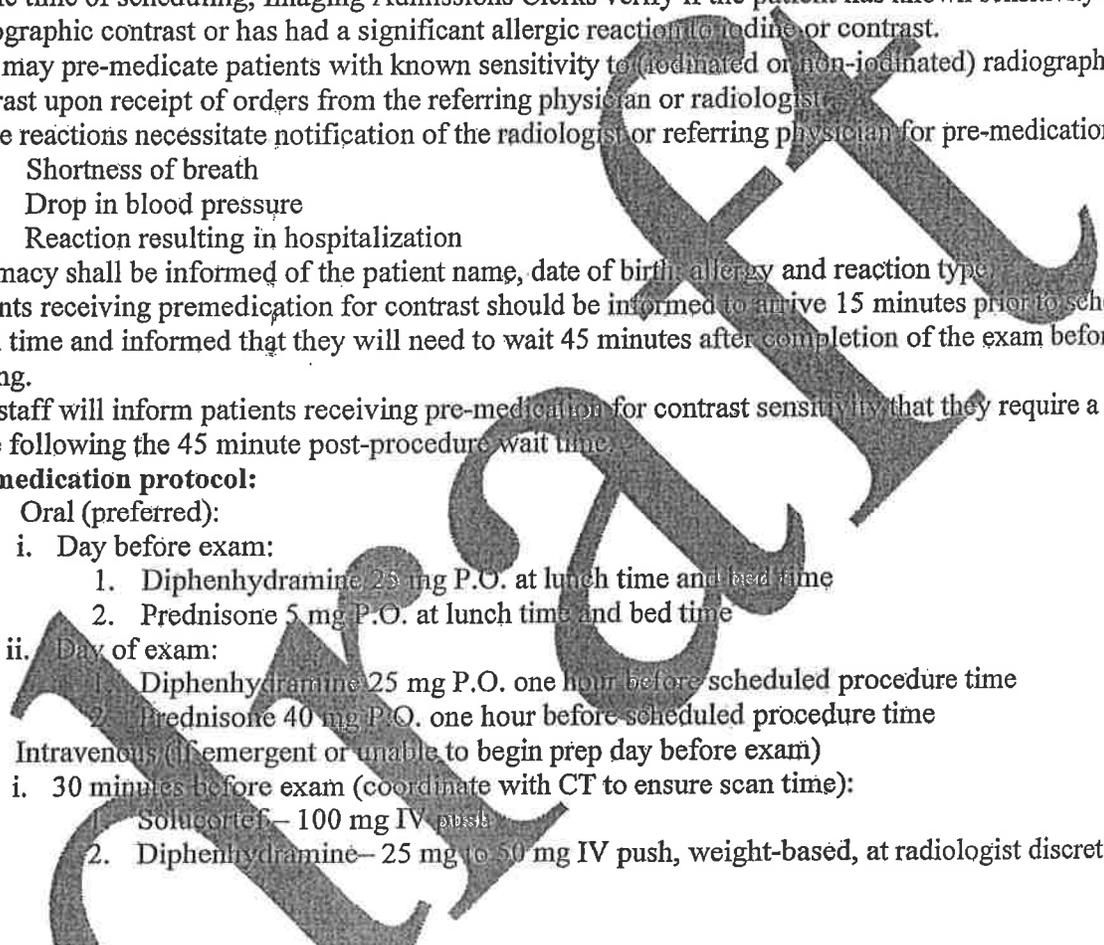
NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Diagnostic Imaging - Premedication for Radiographic Contrast Sensitivity	
Scope: Multi-departmental	Manual: Diagnostic Imaging, PACU
Source: Director of Diagnostic Imaging	Effective Date:

PURPOSE: Provides guidance for premedication of patients with known sensitivity to radiographic contrast

POLICY:

1. At the time of scheduling, Imaging Admissions Clerks verify if the patient has known sensitivity to radiographic contrast or has had a significant allergic reaction to iodine or contrast.
2. NIH may pre-medicate patients with known sensitivity to (iodinated or non-iodinated) radiographic contrast upon receipt of orders from the referring physician or radiologist.
3. These reactions necessitate notification of the radiologist or referring physician for pre-medication orders.
 - a. Shortness of breath
 - b. Drop in blood pressure
 - c. Reaction resulting in hospitalization
4. Pharmacy shall be informed of the patient name, date of birth, allergy and reaction type
5. Patients receiving premedication for contrast should be informed to arrive 15 minutes prior to scheduled exam time and informed that they will need to wait 45 minutes after completion of the exam before leaving.
6. NIH staff will inform patients receiving pre-medication for contrast sensitivity that they require a ride home following the 45 minute post-procedure wait time.
7. **Pre-medication protocol:**
 - a. Oral (preferred):
 - i. Day before exam:
 1. Diphenhydramine 25 mg P.O. at lunch time and bed time
 2. Prednisone 5 mg P.O. at lunch time and bed time
 - ii. Day of exam:
 1. Diphenhydramine 25 mg P.O. one hour before scheduled procedure time
 2. Prednisone 40 mg P.O. one hour before scheduled procedure time
 - b. Intravenous (if emergent or unable to begin prep day before exam)
 - i. 30 minutes before exam (coordinate with CT to ensure scan time):
 1. Solucortef – 100 mg IV push
 2. Diphenhydramine – 25 mg to 50 mg IV push, weight-based, at radiologist discretion



Committee Approval	Date
Radiology Services Committee	
Medical Executive Committee	
Administration	
Board of Directors	

Developed: 7/25/2014
 Reviewed:
 Revised:
 Supersedes:
 Responsibility for review and maintenance: DDI

*Reviewed by
 MSJ
 1/5 1*

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: DI - MRI Safety - Magnet Room Safety	
Scope:	Manual: MRI
Source: Director of Diagnostic Imaging	Effective Date:

PURPOSE: To provide guidance to employees for the safety screening of patients and care takers entering the magnet room of the MRI department.

POLICY: All patients and caretakers entering the magnet room are required to fill out a clearance form prior to entering the magnet room.

PROCEDURE:

1. All patients, staff, family members, or others providing care or assistance must complete MRI screening forms prior to entering the magnet room
2. All patients, staff, family members, or others providing care or assistance screening forms must be cleared by the MRI technologist before entering the magnet room. This includes orbital x-rays when there is suspicion of metallic foreign bodies in the eye.
3. All available resources including PACS and HIS/RIS systems will be checked prior to any patient being imaged to evaluate for any contraindicative devices.
4. Any patient, staff, family members or other care providers who are found to have contraindicated devices will NOT be permitted to enter the magnet room.
5. There are NO exceptions to this policy. Contraindicated devices in the magnet room may be harmful or fatal for the patient or others in the magnet room.

Approval	Date
Radiology Services Committee	
Medical Executive Committee	
Administration	
Board of Directors	

Developed: 12/31/2014 DDI

Reviewed:

Revised:

*Reviewed w
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NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: DI - CT Dose Documentation	
Scope: Departmental	Manual: CT, Diagnostic Imaging
Source: Director of Diagnostic Imaging	Effective Date:

PURPOSE: To ensure proper documentation and review of radiation dose during CT studies.

POLICY:

1. Every CT study and protocol page, including the radiation dose, shall be sent electronically to the PACS system.
2. CT doses shall be recorded in the interpretive report for every CT study, either by dictation or dose tracking software.

DEFINITIONS:

Radiation dose - The computed tomography index volume (CTDI vol) and dose length product (DLP), as defined by the International Electrotechnical Commission (IEC) and recognized by the federal Food and Drug Administration (FDA).

PROCEDURE:

1. Upon completion of every CT study, the exam and protocol page(s) shall be sent to the PACS system.
2. CT doses shall be recorded in the interpretive report for every CT study.
3. The interpretive report, including the radiation dose, shall be in the patient's medical record.
4. **Exclusion:** CT studies used for calculating attenuation coefficients for nuclear medication studies shall not be required to record the dose (HSC Section 115112).
5. A representative sample of CT reports shall be reviewed monthly for inclusion of CT DLP.
 - a. This information shall be presented for review in Radiation Safety/Radiology Services Committee quarterly.

REFERENCES:

1. HEALTH AND SAFETY CODE [HSC] DIVISION 104. ENVIRONMENTAL HEALTH, PART 9. RADIATION, CHAPTER 8. RADIATION CONTROL LAW.
2. TJC, PC.01.02.15

Approval	Date
Radiology Services Committee	
Medical Executive Committee	
Administration	
Board of Directors	

Developed: 1/17/2015, PD

Reviewed:

Revised:

Supersedes:

Index Listings:

*Reviewed
w/ MSN*

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Diagnostic Imaging - Patient Priority	
Scope: Radiology, All Nursing Units Departmental	Department: Manual, Diagnostic Imaging
Source: Director of Diagnostic Imaging	Effective Date:

Purpose:

To identify the priority of patients when the technologist must determine which study to perform first. In the event of conflict, final determination will be made by the radiologist.

Policy:

The priority of patient examinations follows these criteria:

1. Premature newborns in respiratory distress
2. Operating room patients under anesthesia
3. Stat requests in this order
 - a. Code Blue
 - b. ED, ICU, PACU, OB
 - c. Other in-patients
4. Emergency Department, non-stat requests
5. Timed exams, in progress (ex. nuclear medicine patients already injected, timed barium studies etc.)
6. Urgent requests for physicians waiting in the department
7. Fasting patients in this order
 - a. Very young or very old
 - b. Diabetic
 - c. Inpatients
 - d. Outpatients
8. Routine exams by order time (inpatients) or in order scheduled.

Committee Approval	Date
Radiology Services Committee	8/19/2014
Medical Executive Committee	9/2/2014
Administration	8/19/2014
Board of Directors	9/17/2014

Developed: 7/21/2014,

Reviewed:

Revised: 1/17/2015

Supersedes: Radiology – Patient Priority, 2/2011

Responsibility for review and maintenance: DDI

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Diagnostic Imaging - Teleradiology Services	
Scope:	Department: Diagnostic Imaging
Source: Director, Diagnostic Imaging	Effective Date:

PURPOSE: To provide guidance for the use of tele-radiology interpretive services.

POLICY: All STAT and emergent imaging studies after hours will be sent to the tele-radiologists for preliminary interpretation, unless otherwise instructed by the on-site radiologist.

Procedure:

STAT imaging studies performed between 5 p.m. and 7 a.m. Monday through Thursday and 5 p.m. Friday through 7 a.m. Monday and will be sent to approved tele-radiologists for preliminary interpretation, via secure network.

Committee Approval	Date
Radiology Services Committee	8/19/2014
Medical Executive Committee	9/2/2014
Administration	8/19/2014
Board of Directors	9/17/2014

Responsibility for review and maintenance: DDI

Index Listings:

Initiated: 7/29/2014

Revised/Reviewed:

Supersedes:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Patient Requiring Psychiatric Evaluation and Treatment	
Scope: Hospital Wide	Manual: CPM - ADT
Source: CNO	Effective Date:

PURPOSE: To identify the process for stabilization and transfer of patients presenting to NIH requiring psychiatric evaluation and treatment.

POLICY:

1. Northern Inyo Hospital is a non-psychiatric receiving hospital.
2. Any patient accessing care at this facility that requires psychiatric treatment (emotional illness, alcoholism or drug abuse) will be managed through referral and transfer to a behavioral health facility.
3. If the patient is clinically unstable, the patient's clinical condition will be stabilized to allow for discharge and/or transfer for psychiatric care.

PROCEDURE:

1. For Patients Accessing the Hospital Through the Emergency Department:
 - a. The Emergency Department physician will evaluate the patient and determine the need for a psychiatric evaluation. If the patient is deemed in need of psychiatric treatment, the following criteria shall be assessed and documented:
 - i. All medical complaints shall be stabilized:
 1. Patient must be medically cleared prior to transfer to appropriate behavioral healthcare
 - ii. If the patient is a danger to self, staff or others, security officer will be requested to continually observe the patient.
 - iii. Call outside resource.
 - iv. Maintain patient safety.
 - v. Utilize restraints when needed, per policy and procedure.
 - vi. Call local law enforcement agency, if there is potential danger to patient, staff or others.
 - b. Assessment and documentation shall include:
 - i. Patient history
 - ii. History from family members or others with whom the patient resides or other clinicians involved in the patient's care.
 - iii. Patient complaint
 - iv. Observation of signs and symptoms of mental, emotional, behavioral or suspected substance abuse.
 - v. Vital signs
 - vi. Documentation of potential danger to self, staff or others
 - vii. Patient/family education and follow-up care
2. Patients Admitted requiring Psychiatric Care
 - a. A psychiatric evaluation shall be obtained pursuant to attending physician order from the Inyo County Mental Health.
 - i. If the patient's physical condition is stabilized and no longer requires acute hospitalization, the patient will be discharged or transferred to a behavioral health facility.
 - ii. If the patient is a danger to staff or others, security officer will be requested to continually observe patient until the patient's acute psychiatric episode has

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Patient Requiring Psychiatric Evaluation and Treatment	
Scope: Hospital Wide	Manual: CPM - ADT
Source: CNO	Effective Date:

- subsidied and the patient is no longer considered a danger to self, staff or others; or until the patient is discharged to a behavioral health facility.
- iii. If the patient is a danger to self, suicide precautions will be initiated including one-to-one observation.
- iv. Maintain patient safety.
- v. Utilize restraints only if patient is a danger to self, staff or others (refer to restraint policy).

- b. Assessment and documentation shall include:
 - i. Patient history
 - ii. Patient complaint
 - iii. Observation of signs and symptoms of mental, emotional, behavioral or suspected substance abuse
 - iv. Vital signs
 - v. Documentation of potential danger to self, staff or others
 - vi. Documentation and preparation of patient as outlined in the Patient transfer policy will be followed.
- 3. If the patient is discharged to a family member, the family member understanding of the patient's condition and needs and their ability to promote the patient's well-being will be addressed.

REFERENCES:

1. TJC (January 2013) Provision of Care Standard PC 01.02.13 CAMCAH
2. CHA(2011) Mental Health Law

CROSS REFERENCE P&P:

1. Continuum of Care
2. Suicide Precautions
3. 5150 Medical Clearance
4. Nursing Management of the Patient Under the 5150

Approval	Date
CCOC	2/15
MEC	
Board	

Developed: 2/21/15

Reviewed:

Revised:

Supercedes:



**NORTHERN
INYO HOSPITAL**
Northern Inyo County Local Hospital District

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Performance Excellence April 15 , 2015

Quality Assurance and Performance Improvement (QAPI) Report

Joint Commission Survey Readiness

1. *Focused Standards Assessment. NIH continues to work on this project and has a conference call with The Joint Commission at the end of April.*

2013 CMS Validation Survey Monitoring

1. QAPI continues to receive and monitor data related to the previous CMS Validation Survey, including but not limited to, restraints, dietary process measures, case management, pain re-assessment, as follows:
 - a. Advance Directives Monitoring. No new data since last BOD meeting.
 - b. Positive Lab Cultures are being routed to Infection Prevention and each positive is being investigated as to source. Monitoring has been ongoing and reported through Infection Control Committee. QAPI receives data.
 - c. Safe Food cooling monitored for compliance with approved policy and procedure. 100% compliance since May 6, 2013.
 - d. Dietary hand washing logs have been reported and are at 100% compliance since May 6, 2013. The Dietary department has developed and is testing new handwashing logs with the help of Nel Hecht, Infection Preventionist, to provide more meaningful data.
 - e. QAPI continues to monitor dietary referrals and the number of consults completed within 24 hours.

Table 2. Dietary Consults performed when ordered.

	<i>Mar 2014</i>	<i>Apr 2014</i>	<i>May 2014</i>	<i>June 2014</i>	<i>July 2014</i>	<i>Aug 2014</i>	<i>Sept 2014</i>	<i>Oct 2014</i>	<i>Nov 2014</i>	<i>Dec 2014</i>	<i>Jan 2015</i>	<i>Feb 2015</i>	<i>Mar 2015</i>
Referrals	5	5	2	5	2	5	7	5	6	6	7	9	7
Consults from Referrals within 24 hours	4	5	2	3*	2	3**	3	5	3	4	5	5	4

*2 cases were outside of the required 24 hour window and were completed within 26 hours,10 minutes and 35 hours, 17 minutes of referral.

**2 cases were outside of the required 24 hour window and were completed within 48 hours,19 minutes and 41 hours, 3 minutes of referral. It is important to note that these referrals were made on Saturday and the consults were completed on the following Monday.

- f. Care plans reviewed by Case Management and interventions made to produce care plans. Progress has been made in developing individualized care plans. No new data since last BOD meeting.
- g. Fire drill date, times, attendance and outcomes, smoke detector tests, and fire extinguisher test grids have been approved. All fire drills were complete and compliant from May 6, through present.

- h. Pain Re-Assessment. NIH conducts pain re-assessment after administering pain medications and uses a 1-10 scale. No data since last BOD meeting.

Clinical Documentation Improvement

1. Emergency Department Charge Capture Improvement Project charter completed and project initiated.
 - a. Defined desired outcomes & process characteristics, assessed current outcomes & process characteristics through staff interviews, document review, observation, research industry practices on this job function, identified process owners and made recommendations, in process of implementing recommendations for testing.
 - b. HIMS Coordinator and Quality Improvement Analyst have made the following improvements to the ED charge entry process:
 - *Identified missing steps, gaps in information and limited visuals for more complicated aspects of the process. (See Basic Usability Survey for Documents)*
 - *Made revisions to training materials including more screen shots, a Powerpoint presentation; organized training materials to match the Level of Care worksheet.*
 - *Created job description & competencies/skills checklists to reflect the actual work.*
 - *Developed a new audit process and set performance goal for % charts with correct charges.*
 - ***Next steps: Develop audit report template and additional performance metrics.***
2. OB Biliscan Charge Capture Improvement Project charter drafted, approved; project will resume soon.
3. *ICD-10 Implementation project: U.S. Department of Health and Human Services has issued a final rule to change the code sets that are used for reporting diagnoses & procedures on patient medical records, claims and other transactions. Hospital-wide impact on multiple software systems and processes.*

Quality-In-Sights Hospital Incentive Program (Q-HIP) – New Data Reporting Requirement

1. *Anthem Blue Cross/Blue Shield Quality-In-Sights Hospital Incentive Program (Q-HIP) Implementation: NIH received notification from Anthem Blue Cross/Blue Shield regarding mandatory participation in their Q-HIP: Hospital Incentive Program. Q-HIP aligns financial incentives to improve patient safety, health outcomes, and hospital experience. NIH will implement a systematic approach to Q-HIP reporting and submit initial data for the 1/1/14-12/31/14 reporting period.*

Leap Frog Survey

1. In March and April, 2015, management and staff will identify improvement related to Leap Frog survey sections since the 2014 Leap Frog survey and plan to conduct the 2015 Leap Frog Survey. 2015 survey materials have been released and we are planning our 2015 efforts.

Performance Excellence Training

1. Continue to develop train-the-trainer AIDET implementation strategy. First team meeting held on 9/26/14. Project Status: Organizing focus group for patients to provide feedback on customer service issues.
2. Lean Six Sigma Green Belt training. (For more information about this methodology, please visit <http://asq.org/cert/six-sigma-green-belt/bok>. Lean Six Sigma is a scientific, data-driven methodology for improving processes and systems.

First class was held on January 9, 2015 and the following topics were covered:

- Value of Six Sigma
- A Systems Approach & Baldrige
- Organizational Drivers & Metrics
- Organizational Goals & Six Sigma Projects
- Lean Principles Introduction
- Team Dynamics Introduction

Second class was held on January 16, 2015 and the following topics were covered:

- Change Management & Culture
- **Project Management**
- Business Results: Cost of Poor Quality & Saving Lives
- Management & Planning Tools

Third class was held on February 6, 2015 and the following topics were covered:

- Process Management, Analysis & Documentation
 - Voice of the Customer, Customer-Centric Best Practices
 - Process Mapping, Work Instructions, Policies & Procedures

Fourth class (short ½ class) was held on February 13, 2015 and the following topics were covered:

- Working With Data
- Probability & Statistics
- Collecting & Summarizing Data

Fifth class (short ½ class) was held on March 13, 2015 and the following topics were covered:

- *Measurement System Analysis*
- *Process Capability & Performance*
- *Deming's Red Bead Game*
- *Review & revise team project charters*

Baldrige and the Journey to Excellence

1. See Handout (11X17)

Strategic Communications Report

Marketing/Internal Communication Projects

1. Performance Excellence wall shadow boxes have been installed. The shadow boxes will be used to share Performance Excellence and Quality information, data, initiatives and projects with employees and the public. *Content has been developed and is in place. (See Attached-not to scale; actual size is about 2 feet wide x 3 feet high)*

Press Releases

1. *Alpha Fund Award press release published in the Inyo Register.*

Events

2. *Altrusa-sponsored Health Fair will be on May 2, 2015 at the fairgrounds. NIH will be participating in the event-stay tuned for newspaper ads.*

Medical Staff Office Report

Medical Staff Office Updates

1. *Opportunities for improvement have been identified in the physician and Allied Health Professional (AHP) on-boarding and off-boarding processes and related projects will begin soon.*

Performance Improvement Projects Key: FOCUS-PDSA CYCLE: F (Find), O (Organize), C (Clarify), U (understand), S(Select), P(Plan), D(DO), S (Study), A (Act) (See FOCUS-PDSA Handout)



PERFORMANCE EXCELLENCE

IT'S NOT AN ACT, IT'S A HABIT

Basic Usability Survey for Documents

Purpose: Use this survey to assess the accuracy and ease of use for manuals, instructions, procedures. This survey can help identify which parts of the document work or don't work and does the document enable to perform a task safely, efficiently, accurately.

1. Basically describe why this document is used. _____

2. Evaluate the *content*:

- Identify any irrelevant information. _____

- Indicate any gaps in the information. _____

- Identify any information that seems inaccurate. _____

- List other problems with the content. _____

3. Evaluate the *organization*:

- Identify anything that is out of order or hard to locate or follow. _____

- List other problems with the organization. _____

4. Evaluate the *style*:

- Identify anything you misunderstood on first reading. _____

- Identify anything you couldn't understand at all. _____

- Identify expressions that seem wordy, inexact, or too complex. _____

- List other problems with the style. _____

5. Evaluate the *design*:

- Indicate any headings that are missing, confusing, or excessive. _____

- Indicate any material that should be designed as a list. _____

- Give examples of material that might clarified by a visual. _____

- Give examples of misleading or overly complex visuals. _____

- List other problems with design. _____

6. Identify anything that seems misleading or that could create legal problems or cross-cultural misunderstanding. _____

7. Please suggest other ways of making this document easier to use. _____

*Adapted from: Gurak and Lannon, 2012, **Strategies for Technical Communication in the Workplace***



**LEAPFROG COMING SOON...
TO A POND NEAR YOU!**



What is Leap Frog?

- The Leapfrog Group is an employer-based coalition advocating for improved transparency, quality and safety in hospitals
- Voluntary
- Nationally standardized and endorsed set of measures for patient safety, quality, resource utilization
- Improvement based rewards



Last year we submitted our first round of leapfrog data, establishing our baseline. This year, let's leap forward and improve our performance.

Continue to help NIH build a culture of excellence & continuous improvement, with a focus on patient safety, quality & efficient resource utilization.



Learn about Leap Frog: http://www.leapfroggroup.org/about_leapfrog





How You Can Learn More About Patient Safety

What's Happening? A new Patient Safety Resources folder is now available to NIH team members on the intranet. At this time, valuable information from the Institute for Safe Medication Practices and The Joint Commission is available....*more to come.*

Where? Just click on the **Safety** link on the NIH intranet and then click on the **Patient Safety Resources** link.

Why? Patient Safety is everyone's responsibility and establishing an electronic repository for sharing of commonly requested/used key patient safety best practice documents will contribute to individual and collective learning, as well as collaborative project efforts.





Workplace Safety - An NIH Priority

What's Happening? NIH accepted the 2014 ALPHA Fund Award for workplace safety on February 19, 2015. ALPHA fund specializes in worker's compensation coverage for California's public and not-for-profit healthcare organizations.

CEO Victoria Alexander-Lane credited all NIH employees for winning this award. "This is true team effort so any success must be credited back to our entire team. I am thrilled to see the hospital honored in such a manner. Safety for patients and employees remains our number one priority."



NIH Chief Executive Officer
Victoria Alexander-Lane

Why was NIH selected?

- Proactive approach to improving workplace safety
- Workplace safety educational programs and training
- Safe Patient Handling Committee efforts
- Leadership commitment to safety



Bio Medical Engineer Scott Stoner demonstrates an electrical safety check on NIH's Tollos Vehicle Extractor while ALPHA Fund's Senior Loss Prevention Specialist Betsy Leff looks on. The Tollos Vehicle Extractor is designed to safely lift a patient to and from a vehicle, reducing potential for injury to the patient or hospital employees.

Photo by Barbara Laughon/Northern Inyo Hospital



Clinical Nurse Informatics Quality Specialist Robin Christensen and Medical/Surgical Unit Nurse Manager Barbara Smith demonstrate how the Hoyer Lift device can safely raise patients while reducing the potential for nurse lift injuries. NIH Chief Human Relations Officer Georgan Stottlemire served as the "patient" for the demonstration, which was presented to ALPHA Fund representatives earlier this year.

Photo by Barbara Laughon/Northern Inyo Hospital



NIH Chief Nursing Officer
Kathy Decker

"A culture of safety in which leaders, managers and health care workers join together to create a safe place for both patients and staff is of paramount importance. All must be mindful of the health and safety for both the patient and the health care worker," Decker said.

Check out NIH's Alpha Fund video at: <https://www.youtube.com/watch?v=ZoU-KMxJUi0>



NIH Employees Embrace Project Management Best Practices

What's Happening? Some departments have started using a systematic approach to managing projects, as defined by the Project Management Institute's (PMI) Project Management Body Of Knowledge (PMBOK). This approach emphasizes disciplined planning prior to execution of project work.

Why Project Management?

- Make sure the right people are involved at the right time, and that they have all necessary information and details for a successful project
- Defining project value on the front end helps ensure that projects are aligned with hospital goals and that team members are aligned with project goals
- Cultivates an environment of cooperation and mutual responsibility, which may often continue after the project

What is a Project?

- Temporary
- Creates a unique service, result, product
- Has a definite beginning & ending
- Has inter-related activities
- Requires planning & documentation

Types of Projects

- Business & legal requirements
- Opportunities-New services & revenue streams
- Problems-Performance improvement & process improvement
- Capital & Construction Projects
- Events, Fundraising & Social Causes



"We must learn to adapt, learn and contribute to change in many aspects of our life. Project Management is teaching me more about coordinating projects, including different departments and making sure I am not leaving out imperative pieces of a process. I am grateful for this valuable training, and job skill." - Cyndee Kiddoo



Cyndee Kiddoo
Health Information Management Coordinator
NIH Lean Six Sigma Course Participant



Wendy Runley
Quality Improvement Analyst
NIH Lean Six Sigma Course Participant

"Creating a project charter has helped me organize myself, specifically define what the problem(s) are and to help me develop a plan to move forward. It helps me to accurately articulate to the project team what the issues are and why a project is necessary. Everyone involved has agreed to the scope, resources, roles and responsibilities of the project." - Wendy Runley

"Current project management methods used in the IT world focus on accountability, common goals, planning, risk prevention and an agile approach. Agile methods such as Scrum and Kanban emphasize responding to environmental changes and continuous improvement." - Julie Langou



Julie Langou, PMP
IT Application Administrator

To learn more about Project Management, please visit: www.pmi.org





Do The Right Thing

What's Happening? Northern Inyo Hospital established a Business Compliance Team in the summer of 2014. Some important NIH business ethics & compliance accomplishments are:

- Code of Ethics orientation education & annual, ongoing training
- Conflict of Interest Questionnaire & Disclosure
- Confidential Reporting Hotline 1-888-200-9764
- New financial auditors in Fiscal Year 2014-2015
- False Claims Act, Whistleblower protection & HIPAA/privacy training

Why?

- Ensure trust between patients/community and the hospital
- Improve transparency and accountability of operations & finances
- Risk and cost reduction
- Increased awareness & understanding of NIH team members' role in business ethics in the workplace
- Regulatory and accreditation requirements

What to do? If you see a situation that goes against the NIH Code of Ethics or see opportunities for improvement in NIH business practices, then contact your supervisor, the Business Compliance Team or the hotline.

YOU can make a difference...Do The Right Thing

NIH Business Compliance Team... working to promote ethical business practices at NIH



Kelli Huntsinger, RHIT, CHC, CHPCC, BS
NIH Compliance Officer &
Director of Health Information Management



Georgan Stottlemire, PHR
Chief Human Relations Officer



Maria Sirois, MBA, MSPH, SSBB, PMP, CFE
Chief Performance Excellence Officer

"Ethical business decisions – all in a day's work"
- Kelli Huntsinger

To learn more about business ethics go to:
Ethics and Compliance Association at www.theecoa.org
Society For Business Ethics at www.societyforbusinessethics.org
Association of Certified Fraud Examiners at www.acfe.org
The Institute for Internal Auditors at <https://na.theia.org>





The NIH Green Team

What's Happening? Northern Inyo Hospital's Green Committee began meeting last fall to look at ways to decrease NIH's footprint on the environment and reached out to managers & directors about identifying areas of waste in their department(s).

Why?

- To identify waste reduction opportunities and implement solutions

What's been done?

Reduce

- Switching to automated hand towel dispensers in bathrooms, breakrooms & nursing stations to save paper
- Switching to greener cleaning products which reduces chemical & water use
- Removal of plasticware and styrofoam plates, bowls and cups from cafeteria

Re-use

- Rural Health Clinic (RHC) now uses lap drapes & pillow cases versus paper
- Operating Room now donates blue towels to local schools
- Newspaper drop-off & pick-up area for employees
- 15% cafeteria green discount for diners not using paper disposables

Recycle

- New hospital-wide recycling program for glass, plastic, aluminum, cardboard
Thanks to Dr. Brown for many years of recycling bottles, cans & plastic at the RHC!
- Radiology recycles X-Ray film
- NIH kitchen scraps are now donated to local Future Farmers of America for composting

"A good company delivers excellent products and service, and a *great* company does all that and strives to make the world a better place."

William Ford Jr., Chairman, Ford Motor Co.



The NIH Green Team - Left to right: Community Relations: Cheryl Underhill; Dietary: Mark Gavriel; Emergency Department (ED): Shauna Murray, RN; Environmental Services (EVS): Andrea Daniels, Rich Mears; Foundation/Grantwriting: Greg Bissonette; Perioperative Services: Lynn Lippincott; Pharmacy: Karen Taketomo; Not present but on committee: Accounts Payable (AP): Brandi Jernigan; Information Technology (IT): Devin Riley; Laundry: Julie Anderson; Purchasing: Neil Lynch; Respiratory Therapy (RT): Amy Stange



Do you have ideas on how to reduce waste?

The Green Committee welcomes input. So, email the Green Committee using GreenCommittee@nih.org

What Is Baldrige?

- Comprehensive management discipline embraced by organizations dedicated to achieving best-in-class status
- Developed and modified since 1987 to provide organizations with a framework that promotes excellence
- Began in 1987 and named after Malcolm Baldrige, Secretary of Commerce under Reagan
- An integrated systems approach (See figure.)

An Integrated, Systems Approach

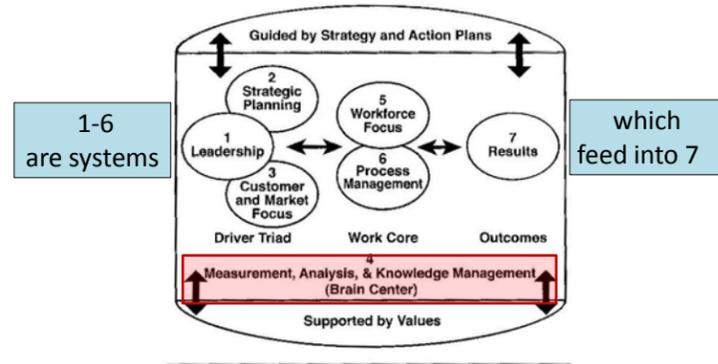


Figure 14 Performance excellence framework. (Blazey, 2008)

Why Baldrige?

- Helps to identify processes and results that match best-in-class organizations and opportunities for improvement
- Provides a framework and roadmap to help move an organization from a culture of compliance to a sustainable culture of performance excellence.

"I see the Baldrige process as a powerful set of mechanisms for disciplined people engaged in disciplined thought and taking disciplined action to create great organizations that produce exceptional results."
-Jim Collins, author of Good to Great



Beyond Compliance What Does It Look Like?



[Southcentral Foundation-24th Annual Quest for Excellence Video](https://www.youtube.com/watch?v=v1ScOcl4qN8)
<https://www.youtube.com/watch?v=v1ScOcl4qN8>



Beyond Compliance What Does It Look Like?

- Level III, Patient Centered Medical Home™ three-year recognition (2013-2016 and 2009-2012) - from the National Committee for Quality Assurance. The Patient Centered Medical Home standards emphasize the use of systematic, patient-centered, coordinated care that supports access, communication and patient involvement.
- Indian Health Service Director's Award (2012)
- Alaska Cultural Humanitarian Award (2012) - presented by the Alaska Psychological Association
- Malcolm Baldrige National Quality Award (2011)
- Cerner Consulting Project Excellence Award (2011)
- League of American Bicyclists' Bicycle Friendly Business Award (2010)
- Alaska Performance Excellence (APEX) Award (2009)
- U.S. Dept. of Health & Human Services SAMHSA Science & Service Award (2009) - for behavioral health/primary care integration
- Joint Commission accreditation (ANMC hospital and primary care center) - a nationally recognized symbol of quality
- Magnet® status for nursing excellence (ANMC hospital) - an honor bestowed to only 5 percent of U.S. hospitals

Source: <https://www.southcentralfoundation.com/awards.cfm>

Beyond Compliance What Does It Look Like?

To learn more about Schneck's "Patient First Culture" (<http://schneckmed.org/Baldrige/>)



MEDITECH's story "From Great to Outstanding."
<https://www.meditech.com/aboutmeditech/pages/customerachieveSchneckbaldrige0112.htm>

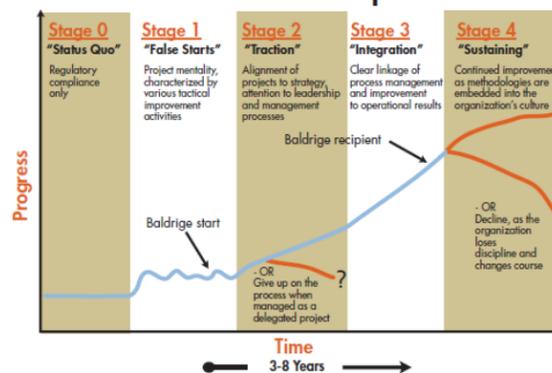
Hospital Acquired Infection rate has been at or below 1% since 2008.

Scored 100 percent in Q2, 2011, on 17 of 22 core measures reported for the Centers for Medicare and Medicaid Services.

Received redesignations from Magnet as well as NICHE (Nurses Improving Care for Healthsystem Elders), two national quality improvement programs.

The Baldrige Journey

The Roadmap



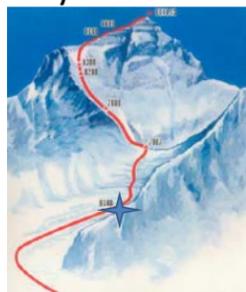
(Goonan, Muzikowski, Stoltz, 2009)

Other Healthcare Baldrige Winners

- Hill Country Memorial & St. David's Healthcare (2014)
- Sutter Davis Hospital (2013)
- North Mississippi Medical Center (2012, 2006)
- Henry Ford Health System, Schneck Medical Center, Southcentral Foundation (2011)
- Advocate Good Samaritan Hospital (2010)
- AtlantiCare & Heartland Health (2009)
- Poudre Valley Health System (2008)
- Mercy Health System, Sharp Healthcare (2007)

The NIH Journey...working our way to base camp & beyond... one step at a time

- To learn more about Baldrige, go to: <http://www.nist.gov/baldrige/>
- To learn more about Baldrige Award recipients, go to: http://patapsco.nist.gov/Award_Recipients/index.cfm



Northern Inyo Hospital
Balance Sheet
Period Ending February 28, 2015

Current Assets:	Current Month	Prior Month	Change
Cash and Equivalents	2,375,162	2,768,834	(393,672)
Short-Term Investments	8,655,510	8,655,510	-
Assets Limited as to Use	-	-	-
Plant Replacement and Expansion Fund	2	2	-
Other Investments	978,712	978,712	-
Patient Receivable	47,809,757	46,576,055	1,233,702
Less: Allowances	(36,366,441)	(35,630,004)	(736,436)
Other Receivables	25,812	(62,565)	88,377
Inventories	3,662,720	3,526,649	136,072
Prepaid Expenses	1,371,069	1,147,934	223,135
Total Current Assets	28,512,304	27,961,127	551,177
Internally Designated for Capital Acquisitions	1,033,713	1,033,705	8
Special Purpose Assets	833,853	833,853	-
Limited Use Asset; Defined Contribution Pension	480,030	600,030	(120,000)
Revenue Bonds Held by a Trustee	2,516,686	2,354,927	161,759
Less Amounts Required to Meet Current Obligations	-	-	-
Assets Limited as to use	4,864,282	4,822,515	41,766
Long Term Investments	1,452,143	1,452,143	-
Property & equipment, net Accumulated Depreciation	83,951,714	84,211,799	(260,085)
Unamortized Bond Costs	-	-	-
Total Assets	118,780,442	118,447,584	332,858

*Northern Inyo Hospital
Balance Sheet
Period Ending February 28, 2015*

Liabilities and Net Assets

Current Liabilities:

Current Maturities of Long-Term Debt	336,321	406,454	(70,133)
Accounts Payable	1,461,400	1,327,571	133,830
Accrued Salaries, Wages & Benefits	4,428,519	4,496,589	(68,069)
Accrued Interest and Sales Tax	594,274	420,398	173,875
Deferred Income	177,664	222,080	(44,416)
Due to 3rd Party Payors	1,351,940	1,202,470	149,470
Due to Specific Purpose Funds	-	-	-
Total Current Liabilities	8,350,118	8,075,562	274,556

Long Term Debt, Net of Current Maturities	50,353,007	50,353,007	-
Bond Premium	1,157,001	1,162,598	(5,597)
Accreted Interest	7,771,729	7,661,180	110,549
Total Long Term Debt	59,281,737	59,176,785	104,952

Net Assets

Unrestricted Net Assets less Income Clearing	50,314,734	50,361,384	(46,650)
Temporarily Restricted	833,853	833,853	-
Net Income (Income Clearing)	-	-	-
Total Net Assets	51,148,587	51,195,237	(46,650)

Total Liabilities and Net Assets	118,780,442	118,447,584	332,858
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NORTHERN INYO HOSPITAL
STATEMENT OF OPERATIONS (new format)
for period ending February 28, 2015

	ACT MTD	BUD MTD	VARIANCE	ACT YTD	BUD YTD	VARIANCE
Unrestricted Revenues, Gains & Other Support						
Inpatient Service Revenue						
Ancillary	722,790	586,458	136,332	6,392,054	5,089,610	1,302,444
Routine	2,301,421	2,206,193	95,228	21,632,280	19,146,553	2,485,727
Total Inpatient Service Revenue	3,024,211	2,792,651	231,560	28,024,334	24,236,163	3,788,171
Outpatient Service Revenue	6,593,319	6,130,020	463,299	55,444,950	53,199,877	2,245,073
Gross Patient Service Revenue	9,617,531	8,922,671	694,860	83,469,284	77,436,040	6,033,244
Less Deductions from Revenue						
Deductions	289,468	290,082	(614)	1,953,177	2,517,489	(564,312)
Contractual Adjustments	4,075,311	2,828,906	1,246,405	33,161,596	24,550,864	8,610,732
Prior Period Adjustments *	(140,024)	-	(140,024)	(317,676)	-	(317,676)
Total Deductions from Patient Service Revenue	4,224,755	3,118,988	1,105,767	34,797,096	27,068,353	7,728,743
Net Patient Service Revenue	5,392,776	5,803,683	(410,907)	48,672,188	50,367,687	(1,695,499)
Other revenue	35,471	18,479	16,992	328,648	160,382	168,266
Total Other Revenue	35,471	18,479	16,992	328,648	160,382	168,266
Expenses:						
Salaries and Wages	1,684,688	1,814,534	(129,846)	14,309,044	15,747,538	(1,438,494)
Employee Benefits	1,323,724	1,215,982	107,742	11,840,373	10,552,976	1,287,397
Professional Fees	481,439	527,164	(45,725)	4,126,296	4,575,032	(448,736)
Supplies	327,398	524,380	(196,982)	4,035,915	4,550,870	(514,955)
Purchased Services	337,838	303,921	33,917	2,496,559	2,637,577	(141,018)
Depreciation	410,608	374,452	36,156	3,205,320	3,249,710	(44,390)
Bad Debts	184,349	200,309	(15,960)	1,601,545	1,738,398	(136,853)
Other Expense	256,690	321,429	(64,739)	2,645,209	2,789,542	(144,333)
Total Expenses	5,006,734	5,282,171	(275,437)	44,260,262	45,841,643	(1,581,381)
Operating Income (Loss)	421,512	539,991	(118,479)	4,740,573	4,686,426	54,147
Other Income:						
District Tax Receipts	44,416	40,887	3,529	355,328	354,843	485
Tax Revenue for Debt	85,704	78,895	6,809	685,632	684,695	937
Partnership Investment Income		-	-		-	-
Grants and Other Contributions Unrestricted		7,435	(7,435)	24,374	64,522	(40,148)
Interest Income	21,898	10,465	11,433	110,642	90,819	19,823
Interest Expense	(303,035)	(176,030)	(127,005)	(2,375,931)	(1,527,695)	(848,236)
Other Non-Operating Income	(20,052)	2,582	(22,634)	3,510	22,404	(18,894)
Net Medical Office Activity	(429,339)	(428,887)	(452)	(3,288,797)	(3,722,107)	433,310
340B Net Activity	132,238	39,485	92,753	248,423	342,675	(94,252)
Non-Operating Income/Loss	(468,170)	(425,168)	(43,002)	(4,236,818)	(3,689,844)	(546,974)
Net Income/Loss	(46,658)	114,823	(161,481)	503,756	996,582	(492,826)

NORTHERN INYO HOSPITAL
OPERATING STATISTICS
for period ending February 2015

	FYE 2015		FYE 2014	Variance	
	Month to Date	Year-to-Date	Year-to-Date	from PY	
Licensed Beds	25	25	25		
Total Patient Days with NB	291	2,735	1,899	836	44%
Swing Bed Days	62	551	38	513	
Discharges with NB	92	839	751	88	
Days in Month	28	243	243		
Occupancy	10.39	11.26	7.81	3	
Average Stay (days)	3.16	3.26	2.53	1	
Hours of Observation (OSHDP)*	881	4,212	4,420	(208)	
Observation Adj Days	37	176	184	(9)	
ER Visits (OSHDP)	793	5,402	5,135	267	
Outpatient Visits (OSHDP)	3,005	25,096	25,367	(271)	
IP Surgeries (OSHDP)	18	184	189	(5)	
OP Surgery (OSHDP)	83	709	640	69	
Worked FTE's **	315.73	300.70	318.74	(18)	
Paid FTE's **	344.29	343.91	364.56	(21)	
Payor %					
Medicare		42%	43%	-1%	
Medi-Cal		22%	17%	5%	
Insurance, HMO & PPO		34%	36%	-2%	
Indigent (Charity Care)		0.3%	1%	-1%	
All Other		2%	3%	-1%	
Total		<u>100%</u>	<u>100%</u>		

*Observation Hours have been corrected for the year

** three pay periods in January 2015

BUDGET VARIANCE ANALYSIS

Feb-15 Fiscal Year Ending June 30, 2015

Year to date for the period ending January 31, 2015

836	or	44%	more IP days than in the prior fiscal year
\$ 3,788,171	or	15.63%	over budget in IP Ancillary Revenue and
\$ 2,245,073	or	4.2%	over budget in OP Revenue resulting in
\$ 6,033,244	or	7.8%	over budget in gross patient revenue &
\$ (1,695,499)	or	-3.4%	under budget in net patient revenue

Year-to-date Net Revenue was	\$	48,672,188
Total Operating Expenses were:	\$	44,260,262

for the fiscal year to date
 \$ (1,581,381) or 0.0% under budget. Wages and Salaries were
 \$ (1,438,494) or -9.1% under budget and Employee Benefits
 \$ 1,287,397 or 12.2% over budget.

83% Employee Benefits Percentage of Wages

The following expense areas were also over budget for the year for reasons listed:

\$ 1,287,397	or	12.2%	Employee Benefits due to funding of Defined Contribution Plan & extremely high Health Claims
\$ 848,236	or	56%	Interest Expense over budget due to Accretive Interest on Capital Appreciation Bonds

Other Information:

\$ 4,740,573		Operating Income, less
\$ (4,236,818)		loss in non-operating activities created a net income of;
\$ 503,756	\$ (492,826)	under budget.
	41.69%	Contractual Percentages for Year and
	34.96%	Budgeted Contractual Percentages including
\$ 317,676		in prior year cost report settlement activity for Medicare & Medi-Cal

Non-Operating actives included:

\$ (3,288,797) loss	\$ 433,310	under budget in Medical Office Activities & Over Budget on Interest Expense
\$ 248,423	\$ (94,252)	under budget in 340B Pharmacy Activity

Contractual Percentage Information

Month Percentage	Year Percentage	Contractuals are running high as revenue has increased for Medi-Cal and the payment is much lower for Swing Bed Patients based on daily rate
44%	42%	

Financial Indicators as of February 28, 2015									
	Target	Feb-15	Jan-15	Dec-14	Nov-14	Oct-14	Sep-14	Aug-14	Jul-14
Current Ratio	>1.5-2.0	3.41	3.46	3.04	2.62	2.69	2.68	2.69	2.58
Quick Ratio	>1.33-1.5	2.81	2.89	2.56	2.18	2.27	2.21	2.23	2.16
Days Cash on Hand prior method	>75	138.83	130.36	143.21	127.59	122.64	136.14	138.13	138.95
Days Cash on Hand Short Term Sources	>75	61.69	60.80	73.66	55.44	61.35	65.50	65.63	57.77
Debt Service Coverage	>1.5-2.0	1.93	1.97						
Debt Service Coverage as outlined in 2010 and 2013 Revenue Bonds require that the district has a debt service coverate ratio of 1.50 to 1 (can be 1:25 to 1 with 75 days cash on hand)									
Debt Service Coverage is calculated as Net Income (Profit/Loss) from the Income Statement PLUS Depreciation & Interest Expense added back divided by the Current Interest & Principle for TOTAL DEBT from the Debt Information divided by number of closed fiscal periods									
Current Ratio Equals (from Balance Sheet) Current Assets divided by Current Liabilities									
Quick Ratio Equals (from Balance Sheet) Current Assets;Cash and Equivalents through Net Patient Accounts Receivable Only divided by Current Liabilities									
Updated Days Cash on hand Short Term = current cash & short term investments / by total operating expenses / by days in month									

Investments as of 2/28/2015

ID	Purchase Date	Maturity Dat	Institution	Broker	Rate	Principal Invested
1	02-Feb-15	01-Mar-15	LAIF (Walker Fund)	Northern Inyo Hospital	0.27%	323,136.85
3	02-Feb-15	01-Mar-15	Local Agency Investment Fund	Northern Inyo Hospital	0.27%	8,232,134.76
4	20-May-10	20-May-15	First Republic Bank-Div of BOFA FNC	Financial Northeaster Corp.	3.10%	100,000.00
						<u>8,655,271.61</u>
						SHORT TERM INVESTMENTS
5	16-Apr-14	15-Oct-16	Wachovia Corp New Note	Multi-Bank Service	1.38%	552,142.50
6	13-Jun-14	13-Jun-18	Synchrony Bank Retail-FNC	Financial Northeaster Corp.	1.60%	250,000.00
7	28-Nov-14	28-Nov-18	American Express Centurion Bank	Financial Northeaster Corp.	2.00%	150,000.00
8	02-Jul-14	02-Jul-19	Barclays Bank	Financial Northeaster Corp.	2.05%	250,000.00
9	02-Jul-14	02-Jul-19	Goldman SachsBank USA NY CD	Financial Northeaster Corp.	2.05%	250,000.00
						<u>\$1,452,142.50</u>
						LONG TERM INVESTMENTS
						<u>\$10,107,414.11</u>
						TOTAL INVESTMENTS
ACCRUED AMOUNT FOR DC PLAN						
2	26-Feb-15	01-Mar-15	LAIF Defined Cont Plan	Northern Inyo Hospital	0.27%	480,268.22

Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending June 30, 2015
As of February 28, 2015

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
FY 2011-12	Paragon Physician Documentation Module	111,826 *
FY 2012-13	Paragon Rules Engine/Meaningful Use Stage 2 QeM Plus annual fees	67,390 *
FY 2013-14	Caldwell Easy III EEG	50,917
	Athrex Orthopedic Equipment & Instrumentation Surgery	70,010 *
	Philips Monitors Infusion Unit	88,247
	Blood Gas Analyzer Upgrade Laboratory	14,687
	Stress Equipment EKG	39,044 *
	5500 HD Resting ECG System EKG	29,654 *
	GE OEC 9900 C-Arm Radiology	163,673 *
	Olympus 3-D Laparoscopic Cameras and Scopes Surgery	487,327 *
	Triad Energy Platform Surgery	49,131 *
	Also on Capital Expenditures	
	AMOUNT APPROVED BY THE BOARD IN THE PRIOR FISCAL YEARS TO BE EXPENDED IN THE CURRENT FISCAL YEAR	1,171,906
FY 2014-15	Radio Frequent Ablation Hardware	36,580
	Flooring Replacement; ED Corridor & Sterile Pack, Clean Up and Decontamination	195,820
	AMOUNT APPROVED BY THE BOARD IN THE CURRENT FISCAL YEAR TO BE EXPENDED IN THE CURRENT FISCAL YEAR	232,400
	Year-to-Date Board Approved Budgeted Capital	259,641
	Amount Approved by the Board in Prior Fiscal Years to be Expended in the Current Fiscal Year	1,171,906
	Amount Approved by the Board in the Current Fiscal	

**Northern Inyo Hospital
 Monthly Report of Capital Expenditures
 Fiscal Year Ending June 30, 2015
 As of February 28, 2015**

MONTH APPROVED BY BOARD	DESCRIPTION OF APPROVED CAPITAL EXPENDITURES	AMOUNT
	Year to be Expended in the Current Fiscal Year	232,400
	Year-to-Date Board-Approved Amount to be Expended	
	Year-to-Date Administrator-Approved Amount	166,958 *
	Actually Expended in Current Fiscal Year	<u>1,244,768 *</u>
	Year-to-Date Completed Building Project Expenditures	29,040 *
	TOTAL FUNDS APPROVED TO BE EXPENDED	<u><u>1,440,765</u></u>
Total-to-Date Spent on Incomplete Board Approved Expenditures		
Reconciling Totals:		
	Actually Capitalized in the Current Fiscal Year Total-to-Date	1,440,765
	Plus: Lease Payments from a Previous Period	0
	Less: Lease Payments Due in the Future	0
	Less: Funds Expended in a Previous Period	0
	Plus: Other Approved Expenditures	<u>0</u>
	ACTUAL FUNDS APPROVED IN THE CURRENT FISCAL YEAR TOTAL-TO-DATE	<u><u>1,440,765</u></u>
	Donations by Auxiliary	
	Donations by Hospice of the Owens Valley	0
	+Tobacco Funds Used for Purchase	<u>0</u>
		0

*Completed Purchase

(Note: The budgeted amount for capital expenditures for all priority requests for the fiscal year ending June 30, 2015, is \$3,725,006 coming from existing hospital funds.)

**Completed in prior fiscal year

**Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending June 30, 2015
As of February 28, 2015**

Administrator-Approved Item(s)	Department	Amount	Month Total	Grand Total
SONIKT6	Surgery	4,990		
Park Ave Desk	Administration	1,071		
Park Ave Credenza	Administration	1,240		
Park Ave Table	Administration	614		
Executive Chair	Administration	544		
Guest Chairs	Administration	3,184	11,643	
<hr/>				
As of Month Ending July 31, 2014				11,643
<hr/>				
McKesson HPF Upgrade	IT UPGRADE	32,929		
Upgrade to system required by McKesson				
Hospital Signage	Grounds	3,192		
HVAC-Old Hospice Building	Maintenance	5,869	41,989	
<hr/>				
As of Month Ending August 31, 2014				53,633
<hr/>				
Lab Refrigerator	Microbiology	4,488	4,488	
<hr/>				
As of Month Ending September 30, 2014				58,121
<hr/>				
Upright Plasma Freezer	Blood Bank	9,678		
Mini Vidas 12test-Capactiy Pack	Chemistry	18,481	28,160	
<hr/>				
As of Month Ending November 31, 2014				86,281
<hr/>				
Surgery Room Humidifier (Emergency Replacement)	Surgery	27,683		

**Northern Inyo Hospital
Monthly Report of Capital Expenditures
Fiscal Year Ending June 30, 2015
As of February 28, 2015**

Administrator-Approved Item(s)	Department	Amount	Month Total	Grand Total
Flexlock with Tempcheck	Pharmacy	3,273		
Pitney Bowes Officeright Folder	Business Office	4,441	35,397	
As of Month Ending November 31, 2014				121,677
HP DL380P GEN8 E5-2640	Information Technology	3,541		
HP 146GM 6G-SAS 15K	Information Technology	538		
HP 300GM 6G SAS 15K	Information Technology	4,385		
HP SMART ARRAY P421/2GM FBWC CONTR	Information Technology	736		
HP81E 8GB SP PCI--FC HBA S-BUY	Information Technology	904		
HP ETHERNET 10GB 2P 530FLR-SRP+ADPTR	Information Technology	493		
BLC 10GB SR SFP+OPT	Information Technology	1,280		
MOD ELEC/BATT SGL TRIG HP	Surgery	7,086		
BATTERY CHARGER W/CORD	Surgery	7,469		
Armstrong Sheet Vinyl	Pediatric Clinic	16,068	42,501	
As of Month Ending January 31, 2015				164,178
Turbo JRF-19 Dual Temp Refrigerator	Med/Surg Unit	2,780	2,780	
As of Month Ending February 28, 2015				166,958

Northern Inyo Hospital
CAPITAL EXPENDITURES APPROVED BY BOARD DURING BUDGET PROCESS
Fiscal Year Ending June 30, 2015
As of February 28, 2015

Item	Department	Amount	Month Total	Grand Total
Cisco 5508 HA	IT	46,662	46,662	
As of Month Ending July 31, 2014				46,662
Genexpert IV 4-Site Analyzer	Microbiology	64,609		
Genexpert Printer and UPS	Microbiology	1,245		
Ellucid Enterprise Policy Manager	Nursing Admin	17,168	83,022	
As of Month Ending September 30, 2014				129,684
Newborn Resuscitaire Warmer with Accessories	Perinatal Services	18,942		
Table with Motorized Longitudinal	Radiology	12,415	31,357	
As of Month Ending October 31, 2014				161,040
Stanley Magic Force Door	Radiology	6,890	6,890	
As of Month Ending November 30, 2014				167,930
Armstrong Sheet Vinyl	Annex Building	12,140		
HP Storaeworks Enclosure (part of Cloud Expansion Capital)	IT	13,644	25,784	
As of Month Ending December 31, 2014				193,713
2012.5 Concierge Electric Cart	MAINTENANCE	3,162		
2007 YDRE Electric Cart	MAINTENANCE	2,871		
2007 YDRE Electric Cart	MAINTENANCE	2,871		

Northern Inyo Hospital
CAPITAL EXPENDITURES APPROVED BY BOARD DURING BUDGET PROCESS
Fiscal Year Ending June 30, 2015
As of February 28, 2015

Item	Department	Amount	Month Total	Grand Total
Low/High Liftmate	Rural Health Clinic	2,769		
Magnetic Door Holders	MAINTENANCE	6,536		
Landing Ramp	Rural Health Remodel	47,719	65,928	
As of Month Ending February 28, 2015				259,641

Northern Inyo Hospital
PLANT EXPANSION AND REPLACEMENT BUILDING PROJECTS
Fiscal Year Ending JUNE 30, 2015
As of February 28, 2015
(Completed and Occupied or Installed)

Item	Project	Amount	Month Total	Grand Total
Symphony Ice and Water Dispenser	Infusion Center	6,008		
Ignition Single Seater	Infusion Center	215		
Ignition Two Seater	Infusion Center	635		
Ignition Three Seater	Infusion Center	797		
Ignition Bariatric Chair	Infusion Center	606		
Laminate End Table 20X24	Infusion Center	184		
Ignition Three Seater	Infusion Center	797		
Blanket Warmer	Infusion Center	6,259		
Treatment Recliner	Infusion Center	3,162		
Treatment Recliner	Infusion Center	3,162		
Treatment Recliner	Infusion Center	3,162	24,987	
As of Month Ending July 31, 2014				24,987
Corrections moving to Project	Infusion Center	(1,477)	(1,477)	
As of Month Ending October 31, 2014				23,511
Carpet for Remodel & Backfill offices	Remodel	5,529	5,529	
As of Month Ending January 31, 2015				29,040

Bylaws of the Northern Inyo Hospital Auxiliary

Article I NAME

The name of this organization shall be the NORTHERN INYO HOSPITAL AUXILIARY. This organization is formed in the County of Inyo, State of California.

Article II PURPOSE

This organization is formed exclusively for charitable, religious, educational, and/or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501©(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Article III EARNINGS RESTRICTED

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

Article IV ACTIVITIES RESTRICTED

No ~~substantial~~ part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501 © (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by a organization, contributions to which are deductible under section 170©(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Article V DISSOLUTION

Upon the dissolution of the organization, assets shall be distributed for one or more if

exempt purposes within the meaning of section 501©(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations.

Article VI
OFFICERS

Section 1. The elected officers of the Auxiliary shall be a President a Vice-President, a Recording Secretary, a corresponding Secretary and a Treasurer.

Section 2. Officers of the Auxiliary shall be elected for terms of one year. No officer shall be eligible for more than three consecutive terms in the same office.

a. The Treasurer may serve past the 3 year limit, as long as the person is qualified.

Article VII
TYPES OF MEMBERSHIP

Section 1. Membership in the Auxiliary shall be open to persons who are interested in Northern Inyo Hospital. All Auxiliary memberships shall be renewed annually. Prior to Active membership, a Counselor will educate and inform the prospective member as to function, purpose, and history of the Auxiliary.

Section 2. There shall be the following types of memberships:

a. ACTIVE: shall pay annual dues and participate in service programs of the Auxiliary to the extent of 50 hours minimum per year. Any Active Member in good standing shall have the right to vote, participate in meetings, and to hold office in the Auxiliary.

b. ASSOCIATE: shall be interested in the purpose of the Auxiliary, shall pay annual dues, but have no active membership responsibilities. Any Associate Member in good standing shall have the right to vote, may participate in meetings and chair Standing Committees of the Auxiliary.

c. LIFE: A Life Membership may be purchased at a one time price of \$100.00. Any Life Member in good standing shall have the right to vote, participate in meetings and to hold office in the Auxiliary.

d. HONORARY LIFE: The highest honor awarded by the Auxiliary is an Honorary Life Membership. It is awarded rarely and only to those individuals who have served over and above the normal membership requirements. These members have served in leadership roles as officers and committee chairmen. In addition, they have given countless hours participating in ALL functions of the Auxiliary. These individuals are chosen in recognition of outstanding service to the Auxiliary or the Hospital, and shall pay no dues. Any Honorary Life Member in good standing shall have the right to vote, participate in meetings, and to hold office in the Auxiliary. Those who receive this honor truly earn it, and their dedication to the Auxiliary inspires us all.

ARTICLE VIII **DUTIES OF OFFICERS**

- Section 1. The President shall be the chief executive officer of the Auxiliary and the Executive Board, and shall have the supervision of general management of the Auxiliary. The President shall appoint the Parliamentarian, chairmen of the standing committees, special committees as occasion may demand, and chairmen caused by vacancies. The President shall be a member ex officio of all standing committees of the Auxiliary, except the Nomination Committee. The President shall work closely with the Hospital Administrator and perform all duties pertaining to the office.
- Section 2. The Vice - President shall be in charge of membership and shall be Chairman of the Membership Committee. In the absence, disability or resignation of the President, the Vice President shall have the executive powers and perform duties of the President.
- Section 3. The Recording Secretary shall be responsible for keeping an accurate record of meetings of the Northern Inyo Hospital Auxiliary and of the Executive Board, in books belonging to the Auxiliary. These minutes shall be open to the inspection of any member at any reasonable time.
- Section 4. The Corresponding Secretary shall be responsible for the Auxiliary's general correspondence.
- Section 5. The Treasurer shall be responsible for keeping an accurate record of all financial affairs of the Auxiliary, and shall present a financial report at each General Meeting. All expenses, other than routine operating, must be approved by the members at a General Meeting, except for emergencies. The Treasurer's book shall be audited at the end of each financial year by three members appointed by the President.

Section 6. The Parliamentarian shall be the Chairman of the Bylaws Committee, keep a current list of the Standing Rules, and shall advise the Auxiliary board on the validity of any question of Parliamentary Law.

ARTICLE IX
THE EXECUTIVE BOARD

Section 1. The Executive Board shall consist of the Officers of the Auxiliary, the immediate past President and the chairmen of the standing committees. The Administrator of the Hospital shall be an ex officio member of the Executive Board.

Section 2. All actions of the Executive Board are subject to the approval of the Northern Inyo Hospital Board of Directors or its representative, the Hospital Administrator. With this limitation, management and control of property and funds, the affairs of the Auxiliary shall be administered by the Executive Board. The Executive Board shall adopt its own rules of procedure not inconsistent with the Bylaws of the Auxiliary.

Section 3. Regular meetings of the Executive Board are combined with the General Meetings. Special meetings of the Board may be held at any time and place determined by the President, and in addition shall be called when requested in writing by not fewer than five members of the board.

Section 4. Five members shall constitute a quorum at any meeting of the Board. In the absence of a quorum, the meeting shall be adjourned.

ARTICLE X
GENERAL MEETINGS

Section 1. There shall be regular meetings of the Auxiliary membership, the number to be determined by the Executive Board.

Section 2. The time and place of the General Meetings may be determined by the President and/or the Executive Board. Meetings are ordinarily scheduled the second Wednesday of each month. Meetings are to be held at Northern Inyo Hospital Annex, unless otherwise designated.

Section 3. The annual Meetings shall be held in May of each year for the Installation of Officers and Presentation of Awards.

Section 4. Ten voting members present shall constitute a quorum of any General Meeting of the Auxiliary.

ARTICLE XI COMMITTEES

Section 1. Standing Committees: There shall be Standing Committees necessary to conduct the business and program of the Auxiliary. The personnel of such committees shall consist of members designated by the Chairman of the Committee with the approval of the President. The duties of each committee will be outlined in detail in the Chairman's Procedure Book. These Chairmen become members of the Executive Board of the Northern Inyo Hospital Auxiliary.

Section 2: Nominating Committee shall be put into being, and act as prescribed in Article IX.

Section 3: Special Committees may be created when necessary by the President, with the approval of the Executive Board.

ARTICLE XII ELECTION PROCEDURES

Section 1. The Nominating Committee shall consist of three members appointed by the board.

- a. Suggested nominations for Officers of the Auxiliary shall be received by the Nominating Committee from the membership. From these suggestions, and as a result of its own deliberations, the Nominating Committee shall submit to the April General Meeting a slate of candidates for officers during the ensuing year. Nominations may also be accepted from the floor.
- b. Members of the Nomination Committee may be candidates for office.

Section 2. The Election of officers shall be held at the April Meeting. The new officers shall be installed at the May Meeting and take office on June 1.

ARTICLE XIII FUNDS

Section 1. All fund-raising activities, other than regular membership dues, shall be subject to the approval of the Hospital Administration, and the funds shall be expended only for those purposes approved by the Auxiliary.

Section 2. All dues or contributions paid or made to the Auxiliary become the property of the Auxiliary and the members or contributors shall have no further claim or rights thereto.

Section 3. All documents made, accepted or executed by the Auxiliary shall be signed by the President and/or representative.

Section 4. All checks drawn against the General Funds of the Auxiliary shall be signed by two authorized signatures on file at the banking institution.

ARTICLE XIV
FISCAL YEAR

The fiscal year of the Auxiliary shall commence on June 1, and shall end on May 31.

ARTICLE XV
AMENDMENTS

The Bylaws of the Auxiliary may be altered, repealed, or amended by the affirmative vote of two-thirds of the members present and voting, at any regular or special meeting of the Auxiliary, provided that notice of the proposed alteration, repeal or amendment be contained in a written notice of the meeting two weeks in advance.

ARTICLE XVI
APPROVAL AND ADOPTION

These Bylaws, after approval of the Northern Inyo Hospital Board of Directors, shall be effective immediately.

Approved: _____ Date
Victoria Alexander-Lane, Administrator, Northern Inyo Hospital

_____ Date
MC Hubbard, Northern Inyo Hospital Board of Directors

ADOPTED BY THE NORTHERN INYO HOSPITAL AUXILIARY:

Judy Fratella, President

_____ Date

Sharon Thompson, Vice President

_____ Date

Cathy Bahm, Recording Secretary

_____ Date

Aleta London, Corresponding Secretary

_____ Date

Sharon Moore, Treasurer

_____ Date



Northern Inyo County Local Hospital District

150 Pioneer Lane
Bishop, CA 93514
(760) 873-5811
www.nih.org

Northern Inyo Hospital “B” CLINICS Sliding Scale Discount Fee Policy

It is the policy of **Northern Inyo Associates** to provide essential services regardless of the patient’s ability to pay. Discounts are offered depending upon household income and size. A sliding fee schedule is used to calculate the basic discount and is updated each year using the federal poverty guidelines. Once approved, the discount will be honored for six months, after which the patient must reapply.

Discount Application Process

A completed application including required documentation of the home address, household income, and insurance coverage must be on file and approved by the business office before a discount will be granted. If the applicant appears to be eligible for Medi-Cal or other programs, a written denial of coverage by Medi-Cal or other programs may also be required.

Adolescent patients seeking confidential care are exempt from the application process and services are provided at the nominal rate.

In order to be eligible, the Discount Fee is required at time of service.

Services Covered and Excluded

- | | |
|--------------------|---|
| Medical: | The Discount is applied to all in-office services supplied by of Northern Inyo Associates providers. |
| Clinic Lab: | The discount is applied to “in-office” laboratory services only. Reference laboratory tests are excluded. |
| Hospital Services: | Hospital Services are excluded. |



Northern Inyo County Local Hospital District

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**NORTHERN INYO ASSOCIATES
APPLICATION FOR DISCOUNTED SERVICE**

It is the policy of Northern Inyo Associates to provide essential services regardless of the patient's ability to pay. Discounts are offered depending upon household income and size. Please complete the following information and return to the front desk to determine if you or members of your family are eligible for a discount.

The discount will apply to all services received at our office, but not those services which are provided from outside, such as those received at Northern Inyo Hospital. Please inquire at the front desk if you have questions.

In order to be eligible, the Discount Fee is required at time of service.

Number of persons living in your household: _____

Total household income: (complete only one column)			
Household Member	Annual	Monthly	Bi-Weekly
Self			
Spouse			
Relatives			
Others			
TOTAL			

NOTE: Include income from all persons in household and income from all sources, including gross wages, tips, social security, disability, pensions, annuities, veterans payments, net business or self employment, alimony, child support, military, unemployment, public aid, and other.

I certify that the household size and income information shown above is correct. Copies of tax returns, pay stubs, and other information verifying income may be required before a discount is approved and will be provided as may be requested.

Name (Print) _____ Signature _____ Date _____

Office Use Only

Patient Name: _____ Discount: _____

Date of Service: _____ Approved By: _____



Northern Inyo County Local Hospital District

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(760) 873-5811
www.nih.org

Notice to Patients
Sliding Scale Discount Fee Policy

This practice serves all patients regardless of ability to pay

Discounts for essential services are offered depending upon family size and income

You may apply for a discount at the front desk

Aviso Para Los Pacientes

Póliza de tasas de descuento escala movil

Este centro de salud atiende a todo paciente, sin importar su capacidad de pago.

Descuentos por servicios esenciales son ofrecidos dependiendo del acuerdo al tamaño de la familia y el sueldo.

Usted puede aplicar por un descuento en el mostrador del frente.

NORTHERN INYO ASSOCIATES
2015 Federal Poverty Guidelines
Family Size by Monthly Income
Schedule of Discounts

Family Size	0% - 100% Patient Pays \$5.00	101% - 125% Patient Pays the greater of 10% or \$5.00	126% - 150% Patient Pays the greater of 25% or \$5.00	151% - 175% Patient Pays the greater of 40% or \$5.00	176% - 200% Patient Pays the greater of 50% or \$5.00	201% - 225% Patient Pays the greater of 70% or \$5.00	226% - 250% Patient Pays the greater of 80% or \$5.00	251% & Up Patient Pays 100% of billed charge
1	\$0 - \$981	\$982 - \$1226	\$1227 - \$1460	\$1461 - \$1717	\$1718 - \$1962	\$1963 - \$2207	\$2208 - \$2453	\$2454 & up
2	\$0 - \$1328	\$1329 - \$1660	\$1661 - \$1992	\$1993 - \$2324	\$2325 - \$2656	\$2657 - \$2988	\$2989 - \$3320	\$3321 & up
3	\$0 - \$1674	\$1675 - \$2093	\$2094 - \$2511	\$2512 - \$2930	\$2931 - \$3348	\$3349 - \$3767	\$3768 - \$4185	\$4186 & up
4	\$0 - \$2021	\$2022 - \$2526	\$2527 - \$3032	\$3033 - \$3537	\$3538 - \$4042	\$4043 - \$4547	\$4548 - \$5053	\$5054 & up
5	\$0 - \$2368	\$2369 - \$2960	\$2961 - \$3552	\$3553 - \$4144	\$4145 - \$4736	\$4737 - \$5328	\$5329 - \$5920	\$5921 & up
6	\$0 - \$2714	\$2715 - \$3393	\$3394 - \$4071	\$4072 - \$4750	\$4751 - \$5428	\$5429 - \$6107	\$6108 - \$6785	\$6786 & up
7	\$0 - \$3061	\$3062 - \$3826	\$3827 - \$4592	\$4593 - \$5357	\$5358 - \$6122	\$6123 - \$6887	\$6888 - \$7653	\$7654 & up
8	\$0 - \$3408	\$3409 - \$4260	\$4261 - \$5112	\$5113 - \$5964	\$5965 - \$6816	\$6817 - \$7668	\$7669 - \$8520	\$8521 & up

For families with more than 8 persons, add \$4,160 annually for each additional person.

**NORTHERN INYO COUNTY LOCAL HEALTHCARE DISTRICT
EMPLOYMENT
AND PRACTICE MANAGEMENT AGREEMENT**

This Agreement is made and entered into on this _____ day of _____, 2015 by and between Northern Inyo County Local Healthcare District (“District”) 1206 B Clinic and Allison Robinson, M.D. (“Physician”).

RECITALS

- A. District, which is organized and exists under the California Local Health Care District Law, *Health & Safety Code section 32000, et seq.*, operates Northern Inyo Hospital (“Hospital”), a general acute care hospital and Northern Inyo Associates, a 1206 B Clinic 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 and surgeon who is a board-certified/eligible specialist in the practice of General Surgery, to practice in said communities, on the terms and conditions set forth below.
- C. Physician is a physician and surgeon, licensed to practice medicine in the State of California, and a member of the American College of Surgeons. Physician desires to maintain her practice (“Practice”) in Bishop, California, and practice Surgery in the aforesaid communities.

IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS:

**I.
COVENANTS OF PHYSICIAN**

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

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

1.03. Medical Staff Membership and Service: Physician shall:

- a) Maintain Active Medical Staff (“Medical Staff”) membership with Surgical privileges sufficient to support a full time SURGICAL practice, for the term of this Agreement.
- b) Provide on-call coverage to the Hospital’s Emergency Services within the scope of privileges granted to her by Hospital and as required by the Hospital Medical Staff. Physician shall not be required to provide more than fifty percent (50%) of the annual call in weekly increments unless otherwise agreed upon from time to time.
- 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.

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 GENERAL surgeon while permitting a surgery schedule sufficient to serve the patients of the Practice. Specific shifts will be scheduled according to normal operating procedures of the Practice and will be mutually agreed upon with Physician.

III. **COMPENSATION**

- 3.01. **Compensation.** During the term of this agreement, District shall guarantee Physician an annual income of \$350,000. All payments shall be made on the same date as the District normally pays its employees. Physician shall receive a one-time sign on bonus of \$10,000 to be paid upon District receiving a signed contract. Physician shall be eligible for up to \$3000 per year for CME expenses including lodging, travel and tuition.
- 3.02. **Malpractice Insurance.** District will secure and maintain her malpractice insurance with limits of no less than \$1 million per occurrence and \$3 million per year.

- 3.03. Health Insurance.** At all times during the Term of this Agreement, including any extensions or renewals thereof, Physician will be admitted to the Hospital's self-funded Medical/Dental/Vision Benefit Plan and be provided the benefits as an employee.
- 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, and for all billings for 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.

IV. TERM AND TERMINATION

- 4.01. Term.** The term of this Agreement shall be three (3) years beginning on _____2015 and ending on _____2018. 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 District or Physician at any time, without cause or penalty, upon one hundred and eighty (180) days' prior written notice to the respective party.
 - 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 American College of Surgeons, the Hospital Medical Staff, and the District. Further, she shall not violate any law which prohibits (1) driving a motor vehicle under the influence of alcohol or prescription drugs or the combined influence of such substances, (2) unlawful use of controlled substances, (3) being intoxicated in a public place in such a condition as to be a danger to herself or others, and/or (4) conduct justifying imposition of an injunction prohibiting harassment of Hospital employees in their workplace. Entry of any injunction, judgment, or order against Physician based upon facts which constitute any of the above offenses shall be a material breach of this Agreement.

VI.
RELATIONSHIP BETWEEN THE PARTIES

6.01. Professional Relationship

Independent Clinician. In the performance of Physician's work and duties, Physician is at all times acting and performing as an independent clinician 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.

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. Assignment.** Physician shall not assign, sell, transfer or delegate any of the Physician's rights or duties, including by hiring or otherwise retaining additional physicians to perform services pursuant to this Agreement, without the prior written consent of Hospital.
- 7.06. Attorneys' Fees.** If any legal action or other proceeding is commenced, by either party, to enforce rights, duties, and/or responsibilities under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- 7.07 Choice of Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- 7.08. Exhibits.** All Exhibits attached and referred to herein are fully incorporated by this reference.
- 7.09 Notices.** All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

Hospital: Chief Executive Officer
Northern Inyo Hospital
150 Pioneer Lane
Bishop, CA 93514

Physician: Allison Robinson, M.D.
152 Pioneer Lane
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 between the parties.
- 7.15. Waiver.** The failure of either party to exercise any right under this Agreement shall not operate as a waiver of that right.
- 7.16. Gender and Number.** Use of the masculine gender shall mean the feminine or neuter, and the plural number the singular, and vice versa, as the context shall indicate.

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

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

NORTHERN INYO COUNTY
LOCAL HOSPITAL DISTRICT

PHYSICIAN

By _____
Victoria Alexander Lane, CEO

By _____
Allison Robinson, M.D.

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

Specifically, the Physician will:

1. Provide high quality primary medical and surgical 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 medical and surgical emergencies within the scope of practice.
7. Participate in professional development activities and maintain professional affiliations.
8. Participate with Hospital to meet all federal and state regulations.
9. Accept emergency call as provided herein.
10. Support and utilize the hospital's and Clinic's Electronic Health Records.

EXHIBIT B

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Professional Conduct. Prohibition of Disruptive or Discriminatory Behavior	
Scope: Hospital wide	Department: Medical Staff
Source: Medical Staff	Effective Date: 12/5/07

POLICY

All Medical Staff members shall conduct themselves at all times while on Hospital premises in a courteous, professional, respectful, collegial, and cooperative manner. This applies to interactions and communications with or relating to Medical Staff colleagues, AHPs, nursing and technical personnel, other caregivers, other Hospital personnel, patients, patients' family members and friends, visitors, and others. Such conduct is necessary to promote high quality patient care and to maintain a safe work environment. Disruptive, discriminatory, or harassing behavior, as defined below, are prohibited and will not be tolerated.

Definitions

- A. "Disruptive Behavior" is marked by disrespectful behavior manifested through personal interaction with practitioners, Hospital personnel, patients, family members, or others, which:
1. Interferes, or tends to interfere with high quality patient care or the orderly administration of the Hospital or the Medical Staff; or
 2. Creates a hostile work environment; or
 3. Is directed at a specific person or persons, would reasonably be expected to cause substantial emotional distress, and serves no constructive purpose in advancing the goals of health care.
- B. "Discrimination" is conduct directed against any individual (e.g., against another Medical Staff member, AHP, Hospital employee, or patient) that deprives the individual of full and equal accommodations, advantages, facilities, privileges, or services, based on the individual's race, religion, color, national origin, ancestry, physical disability, mental disability, medical disability, marital status, sex, gender, or sexual orientation.
- C. "Sexual harassment" is unwelcome verbal or physical conduct of a sexual nature, which may include verbal harassment (such as epithets, derogatory comments or slurs), physical harassment (such as unwelcome touching, assault, or interference with movement or work), and visual harassment (such as the display of derogatory or sexual-themed cartoons, drawings or posters). Sexual harassment includes unwelcome advances,

requests for sexual favors, and any other verbal, visual, or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, retention, promotion, or other aspects of employment; or (2) this conduct substantially interferes with the individual's employment or creates an intimidating, hostile, or offensive work environment. Sexual harassment also includes conduct indicating that employment and/or employment benefits are conditioned upon acquiescence in sexual activities.

Examples of Prohibited Conduct

Examples of prohibited, disruptive conduct may include, but are not limited to, any of the conducts described below if it is found to interfere, or tend to interfere, with patient care or the orderly administration of the Hospital or Medical Staff; or, if it creates a hostile work environment; or, if it is directed at a specific person or persons, causes substantial emotional distress, and has no legitimate purpose:

- A. Any striking, pushing, or inappropriate touching of Hospital Staff or others;
- B. Any conduct that would violate Medical Staff and/or Hospital policies relating to discrimination and/or sexual harassment;
- C. Forcefully throwing, hitting, pushing, or slamming objects in an expression of anger or frustration;
- D. Yelling, screaming, or using an unduly loud voice directed at patients, Hospital employees, other practitioners, or others;
- E. Refusing to respond to a request by any caregiver for orders, instructions, or assistance with the care of a patient, including, but not limited to, repeated failure to respond to calls or pages;
- F. Use of racial, ethnic, epithetic, or derogatory comments, or profanity, directed at Hospital employees or others;
- G. Criticism which is unreasonable and unprofessional of Hospital or Medical Staff personnel (including other practitioners), policies or equipment, or other negative comments that undermine patient trust in the Hospital or Medical Staff in the presence or hearing of patients, patients' family members, and/or visitors;
- H. Use of medical record entries to criticize Hospital or Medical Staff personnel, policies, or equipment, other practitioners, or others;
- I. Unauthorized use and/or disclosure of confidential or personal information related to any employee, patient, practitioner, or other person;
- J. Use of threatening or offensive gestures;

- K. Intentional filing of false complaints or accusations;
- L. Any form of retaliation against a person who has filed a complaint against a practitioner alleging violation of the above standard of conduct;
- M. Use of physical or verbal threats to Hospital employees, other practitioners, or others, including, without limitation, threats to get an employee fired or disciplined;
- N. Persisting to criticize, or to discuss performance or quality concerns with particular Hospital employees or others after being asked to direct such comments exclusively through other channels;
- O. Persisting in contacting a Hospital employee or other person to discuss personal or performance matters after that person or a supervisory person, the Chief Executive Officer (“CEO”), or designee, or Medical Staff leader, has requested that such contacts be discontinued [NOTE: MEDICAL STAFF MEMBERS ARE ENCOURAGED TO PROVIDE COMMENTS, SUGGESTIONS AND RECOMMENDATIONS RELATING TO HOSPITAL EMPLOYEES, SERVICES OR FACILITIES; WHERE SUCH INFORMATION IS PROVIDED THROUGH APPROPRIATE ADMINISTRATIVE OR SUPERVISORY CHANNELS];
- P. Obstructing the peer review process by intentionally refusing, without justification, to attend meetings or respond to questions about the practitioner’s conduct or professional practice when the practitioner is the subject of a focused review or investigation.

PROCEDURE

Hospital Staff Response to Disruptive or Discriminatory Behavior or Sexual Harassment (“Walk Away Rule”)

Any Hospital employee (“Caregiver”) who believes that he or she is being subjected to disruptive or discriminatory behavior or sexual harassment within the meaning of this Policy by a Medical Staff member is authorized and directed to take the following actions:

- A. Promptly contact the Caregiver’s immediate supervisor to report the situation and to arrange for the transition of patient care as necessary in order to permit the Caregiver to avoid conversing or interacting with the Practitioner;
- B. Discontinue all conversation or interaction with the Practitioner except to the extent necessary to transition patient care responsibility safely and promptly from the Caregiver to another qualified person as directed by the Caregiver’s supervisor;
- C. Continue work or patient care activity elsewhere as directed; and

- D. Consult with supervisory personnel or with the Director of Human Resources about filing a written report of the alleged incident.

Enforcement

A. Allegations

1. All allegations of disruptive behavior, discrimination, or sexual harassment, as defined above, by a Practitioner involving a patient or involving another member of the Medical or AHP staff shall be forwarded, in writing, to Medical Staff Administration. If the Chief of Staff determines that the allegations are supported by reliable evidence, the Chief of Staff shall forward the allegation to the Medical Executive Committee (“MEC”) for action consistent with the Medical Staff Bylaws. Pursuant to Section 7.1.2.5.2 of these Bylaws, the Chief of Staff shall also consult with the Administrator.
2. Allegations of disruptive behavior, discrimination, or sexual harassment, as defined above, by a Practitioner, directed toward hospital employees or persons other than patients and Medical Staff members, will be immediately forwarded to the Chief of Staff. The Chief of Staff, or designee, shall promptly conduct an initial evaluation. If the Chief of Staff or designee determines that the complaint may be valid, she or he shall inform the Hospital Administrator and shall then proceed as provided herein.
3. If the allegations involve the Chief of Staff, the Vice Chief of Staff shall take over the responsibilities of the Chief of Staff under this section. If the allegations involve a member of the Medical Executive Committee, that member shall not participate or be present during the Medical Executive Committee’s consideration of the matter.
4. Initial complaints of disruptive behavior, discrimination, or sexual harassment by a Practitioner shall be documented on an incident reporting form and shall be maintained in the Medical Staff Office. Where possible, reports should include:
 - a. Name(s) of individual(s) involved;
 - b. Date, time and place of incident;
 - c. A factual description and detailing of the incident;
 - d. All witnesses to the incident including any patient or patient’s family member or visitor;
 - e. The immediate effects or consequences of the incident; and
 - f. Any action taken by anyone to intervene or remedy the incident.

B. Initial Investigation and Mediation

1. The Chief of Staff shall promptly establish an Ad Hoc Committee to investigate the complaint. If the complaining party is a Hospital employee, the Ad Hoc Committee shall include: the Chief of Staff or designee, the Chair of the practitioner’s Clinical

Department or designee, the complaining employee's immediate supervisor, and the Hospital Administrator or designee. The Ad Hoc Committee shall take written statements from the complaining party, any witnesses, and the accused. The complaining party shall be informed of the process to investigate and respond to such allegations and shall be informed that retaliation for making such allegations will not be tolerated. The complaining party shall also be informed that if he or she makes a written statement, the statement may be made available to the Practitioner who is the subject of the allegations.

2. All witness statements and investigation documents shall be maintained in the Medical Staff Office as confidential, peer review documents.
3. If the complaint appears to be supported by reliable evidence, the Ad Hoc Committee shall meet with the Practitioner who is the subject of the complaint and advise the Practitioner of his or her obligations under this policy; that a complaint has been made; and that no retaliation against any complaining person, witness or investigator will be tolerated. The Chair of the Ad Hoc Committee shall provide the Practitioner with sufficient information to understand and respond to the allegations made by the complaining party. The Practitioner shall be permitted to respond orally or in writing to the allegations. Any written statement provided by the Practitioner and all documentation of the investigation created by the Chief of Staff or designee, or by the Ad Hoc Committee, shall be maintained as confidential Medical Staff documents. The Ad Hoc Committee meeting with the Practitioner shall not constitute a hearing and the Practitioner shall not be entitled to legal counsel or other representation during the meeting. The Practitioner may, of course, seek legal counsel outside the meeting process.
4. The Chief of Staff or designee shall advise the Hospital Administrator of the complaint and the status of the investigation. Although legal counsel are not permitted to be present during interviews or meetings provided for in these provisions, the Chief of Staff or designee are encouraged to consult with Medical Staff legal counsel and the Practitioner, at his or her own expense, may consult legal counsel outside the investigation and meeting process.
5. The Chief of Staff or designee and Hospital Administrator shall take appropriate steps to assure that employees, witnesses and others are protected from discrimination, harassment, or retaliation pending the resolution of the complaint.
6. The Ad Hoc Committee shall attempt, if feasible and appropriate, to persuade the parties to agree to a resolution of the complaint, which would be produced in written form and signed by both parties.
7. If the Practitioner is determined to be at fault, the Ad Hoc Committee may enter into a voluntary conduct agreement with the Practitioner; may refer the Practitioner to the Medical Staff Assistance Committee; may refer the Practitioner for counseling or

evaluation; or may coordinate other steps to reach an effective voluntary resolution of the issue.

C. Formal Action

1. If the Ad Hoc Committee, or its Chair, concludes that the matter cannot be resolved through voluntary actions and agreements, the Chair shall refer the matter to the MEC with a request for formal corrective action in accordance with Article 8 of the Bylaws. In the event of such referral, any member of the Medical Executive Committee who is the subject of the investigation shall not participate or be present during the Medical Executive Committee's consideration of the matter, except as is provided in subparagraph 2 or 3, below.
2. If immediate action must be taken in response to an imminent risk to the health or safety of any person, any person authorized under Section 7.1 to request corrective action may summarily suspend the Practitioner's Medical Staff membership and privileges in accordance with Section 7.2 of the Bylaws. In that event, the Practitioner shall be entitled to request an interview with the MEC to review the suspension within five (5) days of the suspension. The provisions of the Bylaws shall be followed for review of summary suspensions.
3. If the MEC initiates a corrective action investigation of the complaint, it shall, where feasible, assure that the investigation, although not constituting a hearing, shall include the following elements:
 - a. The Practitioner shall be entitled to review, but not retain, copies of statements made by complaining parties and witnesses. The Practitioner shall also be entitled to receive a summary of other adverse information considered relevant to the investigation.
 - b. The Practitioner shall be entitled to respond to the adverse statements and information and to submit oral or written information in response, subject to such conditions and limitations as the MEC may determine.
 - c. If the MEC determines that there is substantial evidence that a violation of this policy has occurred, it may do any one or more of the following:
 - 1) Issue a written or oral reprimand. If a written or oral reprimand is issued, the Practitioner shall be entitled to reply orally or in writing to the MEC. A copy of any written reprimand and any written reply shall be maintained in the Practitioner's credentials file. A written reprimand shall not be considered medical disciplinary action, shall not be reported to the Medical Board of California or the National Practitioner Data Bank, and shall not entitle the Practitioner to a hearing or appeal under Article 8 of the Bylaws.

- 2) Recommend that the Practitioner undertake psychoanalysis, therapy, counseling, or training.
- 3) Recommend other corrective action in accordance with Article 8 of the Bylaws.
- 4) If the MEC recommends action, which would entitle the Practitioner to request a Medical Staff hearing, special notice to the Practitioner shall be given in accordance with Section 8.6.2 of the Bylaws.

D. Action by the District Board or Designee

If the District Board determines that the MEC's action is inadequate, or if the MEC takes no action after the investigation, the District Board, after complying with applicable law, may do or recommend any one or more of the actions listed in Section C.4) above.

- E. If either the MEC or the District Board recommends corrective action, which, if adopted, would require a report to the Medical Board of California or the National Practitioner Data Bank, the Practitioner shall be notified of the proposed action and of his or her right to request a hearing in accordance with the Bylaws.

Committee	Approved
Medical Executive Committee	12/04/07
Administration	
Board of Directors	12/05/07

RELOCATION EXPENSE AGREEMENT

THIS AGREEMENT, MADE AND ENTERED into this _____, 2015, by and between the NORTHERN INYO COUNTY LOCAL HEALTHCARE DISTRICT, hereinafter referred to as “District” and Allison Robinson, 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 General Surgeons. Physician has applied for membership on the Medical Staff of Northern Inyo Hospital. Physician warrants that she is qualified for membership on the Provisional Active Medical Staff and Active Medical Staff of the Hospital and that there is no impediment to her 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 general surgery 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 interest of the public health of the communities served by the District and would benefit the District.

1.04. Physician desires to relocate her 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 her practice in Bishop, California; to apply for and use her best efforts to obtain membership on the Provisional Active Medical Staff and Active Medical Staff of Northern Inyo Hospital, with privileges in General Surgery, to maintain such memberships continuously for an aggregate period of at least three (3) years and to maintain an active practice in General Surgery in the City of Bishop, California, for at least three (3) years.

2.02. District agrees to pay up to \$20,000, 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.

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 a prorated share, representing that portion of the three (3) 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 6 months, then she shall repay the District, with interest, \$_____ (representing the product of $6/36 \times \$_____$).

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

Allison Robinson, 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 is granted privileges and is available to fulfill this agreement obligations until the last day of the thirty-sixth month thereafter.

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

NORTHERN INYO COUNTY LOCAL
HOSPITAL DISTRICT

By _____
Victoria Alexander Lane,
Chief Executive Officer, Northern Inyo Hospital

By _____
Allison Robinson, M.D.
Physician

NORTHERN INYO HEALTHCARE DISTRICT
EMPLOYMENT AGREEMENT
1206 B Clinic
Northern Inyo Associates

This Agreement is made and entered into on this first day of _____, 2015 by and between Northern Inyo County Local Healthcare District (“District”) operating a 1206 B clinic under the name of Northern Inyo Associates and Louisa Salisbury (“Physician”).

RECITALS

- A. District, which is organized and exists under the California Local Health Care District Law, *Health & Safety Code section 32000, et seq.*, operates Northern Inyo Hospital (“Hospital”), a general acute care hospital serving northern Inyo County, California, including the communities of Bishop and Big Pine.
- B. The District Board of Directors has found, by Resolution No. 09-01, that it will be in the best interests of the public health of the aforesaid communities to obtain a licensed physician who is a board-certified/eligible specialist in the practice of General Pediatrics, to practice in said communities, on the terms and conditions set forth below.
- C. Physician is, engaged in the private practice of medicine, licensed to practice medicine in the State of California, and eligible for certification by the American Board of Pediatrics. Physician desires to maintain her practice ("Practice") in Bishop, California, and practice Pediatrics in the aforesaid communities.

IN WITNESS WHEREOF, THE PARTIES AGREE AS FOLLOWS:

I.
COVENANTS OF PHYSICIAN

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

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

- 1.2. Limitation on Use of Space.** No part of any offices provided by the District either by lease or other arrangement shall be used at any time by Physician as anything other than the private practice of PEDIATRIC medicine unless specifically agreed to, in writing, by the parties.
- 1.3. Medical Staff Membership and Service:** Physician shall:
- a) Maintain Active Medical Staff (“Medical Staff”) membership with Pediatric privileges sufficient to support a part time PEDIATRIC practice, for the term of this Agreement.
 - b) Provide on-call coverage to the Hospital’s Emergency Services within the scope of privileges granted to her by Hospital and as required by the Hospital Medical Staff. Physician shall not be required to provide more than fifty percent (50%) of the annual call in weekly increments or as agreed upon with the other pediatrician.
 - 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.

II. COVENANTS OF THE DISTRICT

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

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

- 2.2. **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.
- 2.3. **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.
- 2.4. **Personnel.** Physician and Hospital will mutually agree to staffing requirements. Physician shall not be required to maintain any personnel that she does not feel is appropriate for the practice.
- 2.5. **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.
- 2.6. **Hospital Performance.** The responsibilities of District under this Article shall be subject to District's discretion and its usual purchasing practices, budget limitations and applicable laws and regulations.
- 2.7. **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 Pediatrician while permitting a Pediatrics schedule sufficient to service the patients of the Practice. Full time shall mean an average of 4.5 days per week. Specific shifts will be scheduled according to normal operating procedures of the Practice and will be mutually agreed upon with Physician. If physician is up to date with charting and patient communications the ½ day may be taken off.

III. **COMPENSATION**

- 3.1. **Compensation.** During the term of this agreement, District shall provide a salary to the physician of \$200,000 per year. The District shall provide Medical, Dental and Vision insurance and the physician shall be eligible for all benefits provided the regular employees of the Healthcare District. The District will provide a one-time \$10,000 sign on bonus upon receipt of a signed contract.
- 3.2. **Malpractice Insurance.** District will secure and maintain malpractice insurance with limits of no less than \$1 million per occurrence and \$3 million per year.
- 3.3. **Benefits.** For the term of this Agreement, and no longer, Physician will be admitted to the Hospital's self-funded Medical Dental Vision Benefit Plan and be provided the benefits contained therein as an employee of the District.
- 3.4. **Billing for Professional Services.** Subject to section 2.05 above, Physician assigns to District

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

3.5. CME and Vacation. Physician is entitled to 4 weeks (20 days) vacation and 2 weeks (10 days) CME time per year worked. District will reimburse up to \$2,000 per year for CME expenses.

3.6. Student Loan Reimbursement. NIH will contribute the lower of the annual loan repayment required by the Physician's loan agreement or \$10,000. Payment will coincide with the completion of each year of service.

IV. TERM AND TERMINATION

4.1. Term. The term of this Agreement shall be three (3) years beginning on _____ 2015 and ending on, _____ 2018.

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

- a) By District or Physician at any time, without cause or penalty, upon one hundred and eighty (180) days' prior written notice to the other party;
- b) Immediately by Hospital in its sole discretion if Physician fails to maintain the professional standards described in Article V of this Agreement;
- c) Immediately upon closure of the Hospital or Practice;
- d) By either party upon written notice to the other party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated herein or which otherwise significantly affects either party's rights or obligations under this Agreement; provided that in such event, Hospital must give notice to Physician equal to that provided to Hospital by the relevant federal, state or local government or agency. If this Agreement can be amended to the satisfaction of both parties to compensate for any such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment; or

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

4.3. 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**

5.1. Medical Staff Membership. It is a condition of this Agreement that Physician maintains Active Medical Staff membership on the Hospital Medical Staff with appropriate clinical privileges and maintains such membership and privileges throughout the term of this Agreement.

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

VI. **RELATIONSHIP BETWEEN THE PARTIES**

6.1. Professional Relations.

a) Independent Physician. In the performance of Physician's work and duties, Physician is at all times acting and performing as an independent physician, 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.

6.2. 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**

7.1. 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.

7.2. 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.

- 7.3. **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.
- 7.4. **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.
- 7.5. **Repayment of Inducement.** The parties stipulate and agree that the 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.
- 7.6. **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.
- 7.7. **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.
- 7.8. **Choice of Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- 7.9. **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: Louisa Salisbury
152 Pioneer Lane, Suite H
Bishop, CA 93514

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

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

NORTHERN INYO COUNTY
LOCAL HEALTHCARE DISTRICT

PHYSICIAN

By _____
Victoria Alexander-Lane
Chief Executive Officer

By _____
Louisa Salisbury, M.D.

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 Pediatric Practice. Full time shall mean regularly scheduled office hours to meet the service area demand and performance of surgeries as may be required.

Specifically, the Physician will:

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

EXHIBIT B

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Professional Conduct. Prohibition of Disruptive or Discriminatory Behavior	
Scope: Hospital wide	Department: Medical Staff
Source: Medical Staff	Effective Date: 12/5/07

POLICY

All Medical Staff members shall conduct themselves at all times while on Hospital premises in a courteous, professional, respectful, collegial, and cooperative manner. This applies to interactions and communications with or relating to Medical Staff colleagues, AHPs, nursing and technical personnel, other caregivers, other Hospital personnel, patients, patients' family members and friends, visitors, and others. Such conduct is necessary to promote high quality patient care and to maintain a safe work environment. Disruptive, discriminatory, or harassing behavior, as defined below, are prohibited and will not be tolerated.

Definitions

- A. "Disruptive Behavior" is marked by disrespectful behavior manifested through personal interaction with practitioners, Hospital personnel, patients, family members, or others, which:
1. Interferes, or tends to interfere with high quality patient care or the orderly administration of the Hospital or the Medical Staff; or
 2. Creates a hostile work environment; or
 3. Is directed at a specific person or persons, would reasonably be expected to cause substantial emotional distress, and serves no constructive purpose in advancing the goals of health care.
- B. "Discrimination" is conduct directed against any individual (e.g., against another Medical Staff member, AHP, Hospital employee, or patient) that deprives the individual of full and equal accommodations, advantages, facilities, privileges, or services, based on the individual's race, religion, color, national origin, ancestry, physical disability, mental disability, medical disability, marital status, sex, gender, or sexual orientation.
- C. "Sexual harassment" is unwelcome verbal or physical conduct of a sexual nature, which may include verbal harassment (such as epithets, derogatory comments or slurs), physical harassment (such as unwelcome touching, assault, or interference with movement or work), and visual harassment (such as the display of derogatory or sexual-themed cartoons, drawings or posters). Sexual harassment includes unwelcome advances, requests for sexual favors, and any other verbal, visual, or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, retention, promotion, or other aspects of employment; or (2) this conduct substantially

interferes with the individual's employment or creates an intimidating, hostile, or offensive work environment. Sexual harassment also includes conduct indicating that employment and/or employment benefits are conditioned upon acquiescence in sexual activities.

Examples of Prohibited Conduct

Examples of prohibited, disruptive conduct may include, but are not limited to, any of the conducts described below if it is found to interfere, or tend to interfere, with patient care or the orderly administration of the Hospital or Medical Staff; or, if it creates a hostile work environment; or, if it is directed at a specific person or persons, causes substantial emotional distress, and has no legitimate purpose:

- A. Any striking, pushing, or inappropriate touching of Hospital Staff or others;
- B. Any conduct that would violate Medical Staff and/or Hospital policies relating to discrimination and/or sexual harassment;
- C. Forcefully throwing, hitting, pushing, or slamming objects in an expression of anger or frustration;
- D. Yelling, screaming, or using an unduly loud voice directed at patients, Hospital employees, other practitioners, or others;
- E. Refusing to respond to a request by any caregiver for orders, instructions, or assistance with the care of a patient, including, but not limited to, repeated failure to respond to calls or pages;
- F. Use of racial, ethnic, epithetic, or derogatory comments, or profanity, directed at Hospital employees or others;
- G. Criticism which is unreasonable and unprofessional of Hospital or Medical Staff personnel (including other practitioners), policies or equipment, or other negative comments that undermine patient trust in the Hospital or Medical Staff in the presence or hearing of patients, patients' family members, and/or visitors;
- H. Use of medical record entries to criticize Hospital or Medical Staff personnel, policies, or equipment, other practitioners, or others;
- I. Unauthorized use and/or disclosure of confidential or personal information related to any employee, patient, practitioner, or other person;
- J. Use of threatening or offensive gestures;
- K. Intentional filing of false complaints or accusations;
- L. Any form of retaliation against a person who has filed a complaint against a practitioner alleging violation of the above standard of conduct;

- M. Use of physical or verbal threats to Hospital employees, other practitioners, or others, including, without limitation, threats to get an employee fired or disciplined;
- N. Persisting to criticize, or to discuss performance or quality concerns with particular Hospital employees or others after being asked to direct such comments exclusively through other channels;
- O. Persisting in contacting a Hospital employee or other person to discuss personal or performance matters after that person or a supervisory person, the Chief Executive Officer (“CEO”), or designee, or Medical Staff leader, has requested that such contacts be discontinued [NOTE: MEDICAL STAFF MEMBERS ARE ENCOURAGED TO PROVIDE COMMENTS, SUGGESTIONS AND RECOMMENDATIONS RELATING TO HOSPITAL EMPLOYEES, SERVICES OR FACILITIES; WHERE SUCH INFORMATION IS PROVIDED THROUGH APPROPRIATE ADMINISTRATIVE OR SUPERVISORY CHANNELS];
- P. Obstructing the peer review process by intentionally refusing, without justification, to attend meetings or respond to questions about the practitioner’s conduct or professional practice when the practitioner is the subject of a focused review or investigation.

PROCEDURE

Hospital Staff Response to Disruptive or Discriminatory Behavior or Sexual Harassment (“Walk Away Rule”)

Any Hospital employee (“Caregiver”) who believes that he or she is being subjected to disruptive or discriminatory behavior or sexual harassment within the meaning of this Policy by a Medical Staff member is authorized and directed to take the following actions:

- A. Promptly contact the Caregiver’s immediate supervisor to report the situation and to arrange for the transition of patient care as necessary in order to permit the Caregiver to avoid conversing or interacting with the Practitioner;
- B. Discontinue all conversation or interaction with the Practitioner except to the extent necessary to transition patient care responsibility safely and promptly from the Caregiver to another qualified person as directed by the Caregiver’s supervisor;
- C. Continue work or patient care activity elsewhere as directed; and
- D. Consult with supervisory personnel or with the Director of Human Resources about filing a written report of the alleged incident.

Enforcement

- A. Allegations

1. All allegations of disruptive behavior, discrimination, or sexual harassment, as defined above, by a Practitioner involving a patient or involving another member of the Medical or AHP staff shall be forwarded, in writing, to Medical Staff Administration. If the Chief of Staff determines that the allegations are supported by reliable evidence, the Chief of Staff shall forward the allegation to the Medical Executive Committee (“MEC”) for action consistent with the Medical Staff Bylaws. Pursuant to Section 7.1.2.5.2 of these Bylaws, the Chief of Staff shall also consult with the Administrator.
2. Allegations of disruptive behavior, discrimination, or sexual harassment, as defined above, by a Practitioner, directed toward hospital employees or persons other than patients and Medical Staff members, will be immediately forwarded to the Chief of Staff. The Chief of Staff, or designee, shall promptly conduct an initial evaluation. If the Chief of Staff or designee determines that the complaint may be valid, she or he shall inform the Hospital Administrator and shall then proceed as provided herein.
3. If the allegations involve the Chief of Staff, the Vice Chief of Staff shall take over the responsibilities of the Chief of Staff under this section. If the allegations involve a member of the Medical Executive Committee, that member shall not participate or be present during the Medical Executive Committee’s consideration of the matter.
4. Initial complaints of disruptive behavior, discrimination, or sexual harassment by a Practitioner shall be documented on an incident reporting form and shall be maintained in the Medical Staff Office. Where possible, reports should include:
 - a. Name(s) of individual(s) involved;
 - b. Date, time and place of incident;
 - c. A factual description and detailing of the incident;
 - d. All witnesses to the incident including any patient or patient’s family member or visitor;
 - e. The immediate effects or consequences of the incident; and
 - f. Any action taken by anyone to intervene or remedy the incident.

B. Initial Investigation and Mediation

1. The Chief of Staff shall promptly establish an Ad Hoc Committee to investigate the complaint. If the complaining party is a Hospital employee, the Ad Hoc Committee shall include: the Chief of Staff or designee, the Chair of the practitioner’s Clinical Department or designee, the complaining employee’s immediate supervisor, and the Hospital Administrator or designee. The Ad Hoc Committee shall take written statements from the complaining party, any witnesses, and the accused. The complaining party shall be informed of the process to investigate and respond to such allegations and shall be informed that retaliation for making such allegations will not be tolerated. The complaining party shall also be informed that if he or she makes a written statement, the statement may be made available to the Practitioner who is the subject of the allegations.
2. All witness statements and investigation documents shall be maintained in the Medical Staff Office as confidential, peer review documents.
3. If the complaint appears to be supported by reliable evidence, the Ad Hoc Committee shall meet with the Practitioner who is the subject of the complaint and advise the Practitioner of

his or her obligations under this policy; that a complaint has been made; and that no retaliation against any complaining person, witness or investigator will be tolerated. The Chair of the Ad Hoc Committee shall provide the Practitioner with sufficient information to understand and respond to the allegations made by the complaining party. The Practitioner shall be permitted to respond orally or in writing to the allegations. Any written statement provided by the Practitioner and all documentation of the investigation created by the Chief of Staff or designee, or by the Ad Hoc Committee, shall be maintained as confidential Medical Staff documents. The Ad Hoc Committee meeting with the Practitioner shall not constitute a hearing and the Practitioner shall not be entitled to legal counsel or other representation during the meeting. The Practitioner may, of course, seek legal counsel outside the meeting process.

4. The Chief of Staff or designee shall advise the Hospital Administrator of the complaint and the status of the investigation. Although legal counsel are not permitted to be present during interviews or meetings provided for in these provisions, the Chief of Staff or designee are encouraged to consult with Medical Staff legal counsel and the Practitioner, at his or her own expense, may consult legal counsel outside the investigation and meeting process.
5. The Chief of Staff or designee and Hospital Administrator shall take appropriate steps to assure that employees, witnesses and others are protected from discrimination, harassment, or retaliation pending the resolution of the complaint.
6. The Ad Hoc Committee shall attempt, if feasible and appropriate, to persuade the parties to agree to a resolution of the complaint, which would be produced in written form and signed by both parties.
7. If the Practitioner is determined to be at fault, the Ad Hoc Committee may enter into a voluntary conduct agreement with the Practitioner; may refer the Practitioner to the Medical Staff Assistance Committee; may refer the Practitioner for counseling or evaluation; or may coordinate other steps to reach an effective voluntary resolution of the issue.

C. Formal Action

1. If the Ad Hoc Committee, or its Chair, concludes that the matter cannot be resolved through voluntary actions and agreements, the Chair shall refer the matter to the MEC with a request for formal corrective action in accordance with Article 8 of the Bylaws. In the event of such referral, any member of the Medical Executive Committee who is the subject of the investigation shall not participate or be present during the Medical Executive Committee's consideration of the matter, except as is provided in subparagraph 2 or 3, below.
2. If immediate action must be taken in response to an imminent risk to the health or safety of any person, any person authorized under Section 7.1 to request corrective action may summarily suspend the Practitioner's Medical Staff membership and privileges in accordance with Section 7.2 of the Bylaws. In that event, the Practitioner shall be entitled to request an interview with the MEC to review the suspension within five (5) days of the suspension. The provisions of the Bylaws shall be followed for review of summary suspensions.

3. If the MEC initiates a corrective action investigation of the complaint, it shall, where feasible, assure that the investigation, although not constituting a hearing, shall include the following elements:
 - a. The Practitioner shall be entitled to review, but not retain, copies of statements made by complaining parties and witnesses. The Practitioner shall also be entitled to receive a summary of other adverse information considered relevant to the investigation.
 - b. The Practitioner shall be entitled to respond to the adverse statements and information and to submit oral or written information in response, subject to such conditions and limitations as the MEC may determine.
 - c. If the MEC determines that there is substantial evidence that a violation of this policy has occurred, it may do any one or more of the following:
 - 1) Issue a written or oral reprimand. If a written or oral reprimand is issued, the Practitioner shall be entitled to reply orally or in writing to the MEC. A copy of any written reprimand and any written reply shall be maintained in the Practitioner's credentials file. A written reprimand shall not be considered medical disciplinary action, shall not be reported to the Medical Board of California or the National Practitioner Data Bank, and shall not entitle the Practitioner to a hearing or appeal under Article 8 of the Bylaws.
 - 2) Recommend that the Practitioner undertake psychoanalysis, therapy, counseling, or training.
 - 3) Recommend other corrective action in accordance with Article 8 of the Bylaws.
 - 4) If the MEC recommends action, which would entitle the Practitioner to request a Medical Staff hearing, special notice to the Practitioner shall be given in accordance with Section 8.6.2 of the Bylaws.

D. Action by the District Board or Designee

If the District Board determines that the MEC's action is inadequate, or if the MEC takes no action after the investigation, the District Board, after complying with applicable law, may do or recommend any one or more of the actions listed in Section C.4) above.

- E.** If either the MEC or the District Board recommends corrective action, which, if adopted, would require a report to the Medical Board of California or the National Practitioner Data Bank, the Practitioner shall be notified of the proposed action and of his or her right to request a hearing in accordance with the Bylaws.

Committee	Approved
Medical Executive Committee	12/04/07
Administration	
Board of Directors	12/05/07

RELOCATION EXPENSE AGREEMENT

THIS AGREEMENT, MADE AND ENTERED into this _____, 2015, by and between the NORTHERN INYO COUNTY LOCAL HEALTHCARE DISTRICT, hereinafter referred to as “District” and Louisa Salisbury, 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 Pediatricians. Physician has applied for membership on the Medical Staff of Northern Inyo Hospital. Physician warrants that she is qualified for membership on the Provisional Active Medical Staff and Active Medical Staff of the Hospital and that there is no impediment to her 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 pediatrics 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 interest of the public health of the communities served by the District and would benefit the District.

1.04. Physician desires to relocate her 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 her practice in Bishop, California; to apply for and use her best efforts to obtain membership on the Provisional Active Medical Staff and Active Medical Staff of Northern Inyo Hospital, with privileges in pediatrics, to maintain such memberships continuously for an aggregate period of at least three (3) years and to maintain an active practice in pediatrics in the City of Bishop, California, for at least three (3) years.

2.02. District agrees to pay up to \$15,000, 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.

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 a prorated share, representing that portion of the three (3) 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 6 months, then she shall repay the District, with interest, \$_____ (representing the product of $6/36 \times \$______$).

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

Louisa Salisbury, 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 is granted privileges and is available to fulfill this agreement obligations until the last day of the thirty-sixth month thereafter.

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

NORTHERN INYO COUNTY LOCAL
HOSPITAL DISTRICT

By _____
Victoria Alexander Lane,
Chief Executive Officer, Northern Inyo Hospital

By _____
Louisa Salisbury, M.D.
Physician

- 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 and place them in the Practice initially. Physician and Hospital will mutually agree to subsequent staffing requirements.
- 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 the mutual consent of the Physician and Hospital. Hospital will incur and pay all operating expenses of the Practice.
- 2.06. **Hospital Performance.** The responsibilities of District under this Article shall be subject to District's usual purchasing practices 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 OB/GYN surgeon while permitting a surgery schedule sufficient to service the patients of the Practice. Specific shifts will be scheduled according to normal operating procedures of the Practice and will be mutually agreed upon by Hospital and Physician.

Physician will specifically provide a total of 32 weeks per year allocated, on an annual and concurrent basis, as follows:

- 26 weeks of GYN call/ 20 weeks of OB/C-Section call. (OB/C-Section call can be increased to 20-26 weeks at Hospital's discretion);
- 32 weeks of clinic service depending on the needs of the patients.
- 32 weeks of surgical services.

Physician shall receive 20 weeks per year paid time off during which time Physician must accomplish any licensure, CME, and any other absence hours-such as vacation, illness, jury duty, bereavement, etc.

Physician agrees to coordinate his/her schedule with any other physician(s) contracted by the Hospital for like services.

The Parties understand and agree that Physician is not responsible for providing, and will not provide, call coverage under any circumstances other than (i) as required by the Medical Staff Bylaw's requirements and (ii) that for which she is obligated under the terms of this Agreement.