SOUTHERN INYO HEALTHCARE DISTRICT

Notice of a Regular Meeting of the Board of Directors

Date: Tuesday, November 13, 2018
Time: 4:30 p.m.

Location: RCA Church
550 East Post St
Lone Pine, CA 93545

AGENDA

I. CALL TO ORDER

A. Pledge of Allegiance
B. Roll Call
C. Approval of Agenda

II. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

III. BUSINESS ITEMS

A. Discussion regarding future of Southern Inyo Hospital facilities.

B. Consent Agenda

1. Approval of Minutes

a. Regular Board Meeting Minutes of October 9, 2018.

2. Approval of the Medical Staff Privileges

a. Erica Rotondo, DO, Clinic and/or ER Physician, 90 days Temporary Medical Staff Privileges
b. Eric Bradfield, FNP**,** One-Year Provisional Medical Staff Privileges
c. Robert S. Kollen, ER Physician**,** Extended Medial Staff Privileges

3. Approval of Policy and Procedures Manuals

a. Policies and Procedures approved by Medical Staff, 01/15/2018

1. Skilled Nursing Facility-History & Physical Exam, physician discharge summary, progress note, physicians orders, Notice of Transfer/discharge
2. Nursing-Tuberculin Skin Test, Omnicell Automated drug dispensing unit usage and documentation, release of body to mortuary, cover pages
3. Physical Therapy-MDS Tracking
4. Medical Records-Credentialing and Cover page

b. Policies and Procedures approved by Medical Staff, 05/30/2018

1. Skilled Nursing Facility-Rapid Response Code, New P & P format and Antimicrobial Stewardship Program

c. Policies and Procedures approved by Medical Staff, 07/30/2018.

1. Skilled Nursing-Supportive services SNF/Swing Bed, Discharge Summary SNF/Swing Bed, Swing Bed Chart Check, Generic Substitution, Controlled drug distribution, Controlled Substance reports, formulary, biological chemical indications for monitoring steam sterilization, admissions-social services concern/grievance procedure potassium replacement guidelines physical order, acute alcohol withdrawal orders, Elopement wandering prevention, safety devices, elopement incident search assignment, missing resident policy audit, bed-hold, transfer and discharge, medication error analysis tool, black box warning drug list 2018, Informed consent.

d. Policies and Procedures approved by Medical Staff, 10/26/2018.

1. Emergency Department
2. Disaster
3. Infection Control

4. Approval of Contracts recommended by the Finance Committee.

a. Lone Pine Communications Subscription for the Clinic
b. ADP GLI Infolink
c. Robert S. Kollen, MD, ER Physician Contract

C. CompHealth Contract
D. Tuition Assistance Agreement Template
E. Hamblin's Plumbing Parcel Tax Appeal
F. HIM Consultant Contract
G. Omnicare Pharmacy Contract
H. Prepaid Credit Card (2) – Emergency and Skilled Nursing Transportation
I. Discussion of Sale of Accounts Receivable

J. Proposed Time Change to December 11, 2018 Regular Board Meeting

IV. REPORTS

A. Financial Report
B. CEO Report
C. Medical Staff Report

V. COMMENTS FROM THE BOARD OF DIRECTORS

VI. CLOSED SESSION

A. Existing Litigation (Govt Code 54956.9): Chapter 9 Bankruptcy
B. Personnel: CEO Evaluation

VII. CLOSED SESSION REPORT

VIII. ADJOURNMENT

NOTICE TO THE PUBLIC

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SOUTHERN INYO HEALTHCARE DISTRICT

Regular Meeting of the Board of Directors Minutes

Date: Tuesday, October 9, 2018
Time: 4:30 p.m.

Location: RCA Church
550 East Post St
Lone Pine, CA 93545

Richard Fedchenko will be participating via phone from
1093 Shahar Ave., Lone Pine, CA 93545

Present

Jaque Hickman, President
Carma Roper, Secretary
Charles Carson, Treasurer
Richard Fedchenko, Director (via phone)

Absent

Mark Lacey, Vice President

Others

Brian Cotter, CEO
Shannon Jimerson, CNO
Jeff Sheffield, Director of Facilities
Anita Sonke, Account Payable
Scott Nave, Attorney
Ashley McDow, Attorney (via phone)

I. CALL TO ORDER

The meeting was called to order at 4:33 pm.

Secretary Roper moved to approve the agenda as presented. Treasurer Carson seconded. All Approved.

II. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Linda Tucker invited all to join the SIH Salvation Foundation meeting October 29, 2018 at noon. Open House will be October 27, 2018 9am-2pm.

III. BUSINESS ITEMS

A. Discussion regarding future of Southern Inyo Hospital facilities.
Attorney McDow gave a brief update on bankruptcy. There is a status report that is due today, 10/09/2018. Another Status Conference will be 10/16/2018. During that time we will update the court on the progress SIHD has made with the respect to the Tulare claim, progression on global mediation and potential issues with other revenue sources.

B. Consent Agenda

1. Approval of Minutes
    a. Regular Board Meeting Minutes of September 11, 2018.

Action: Correction on Job Fair Location. The Job Fair took place in Bishop. Secretary Roper moved to approve the Regular Board Meeting Minutes of September 11, 2018 with the job fair location correction. Treasurer Carson seconded. All Approved.

2. Approval of the Medical Staff Privileges

a. Robert S. Kollen, MD, 90 days Temporary Medical Staff Privileges
Vicki Torix, Medical Records stated that Dr. Robert S. Kollen was recommended by Medical Director, Dr. Ronald Ostrom.

Action: Treasurer Carson moved to approve 90 days Temporary Medical Staff Privileges for Robert S. Kollen, MD. Secretary Roper seconded. All approved.

C. CompHealth Contract
Item III, C. CompHealth Contract has been tabled. Brian Cotter, CEO and Scott Nave, Attorney will need to review contract and bring back to the board at the next regular board meeting.

D. ER Physician Contract Template
Attorney Nave presented the physician contract template. Mr. Cotter has reviewed the contract and this will be the template to be used for all ER Physicians. The hourly rates would be the only thing to change per physician.

Action: Secretary Roper moved to approve the ER physician Contract template as presented. Treasurer Carson seconded. Unanimously, all approved. Roll call- Director Fedchenko, Treasurer Carson, Secretary Roper, President Hickman.

E. JWT Audit Engagement Proposal
President Hickman gave a brief background on JWT.
JWT did SIHD's audits in previous years. It is recommended to change auditors every five years. For 2016, SIHD engaged Eide Baily. HCCA was managing SIHD at that time. Eide Baily came to the hospital and they were unable to put together enough financial info to complete an audit. Eide Baily exited.

On October 2, 2018 the Finance Committee recommended that JWT Audit Engagement Proposal be on the agenda for Board approval.

Action: Director Fedchenko moved to approve JWT Audit Engagement Proposal which includes 3 years of audit reports 2016, 2017 and 2018. Secretary Roper seconded. All approved. Roll call-Secretary Roper, Director Fedchenko, Treasurer Carson and President Hickman.

President Hickman noted that there were items on the Draft agenda that were removed from the Final Posted Agenda. No items F through H.

I. Voluntary Payroll Withholding for Salvation Foundation Donations

Item III, I. Voluntary Payroll Withholding for Salvation Foundation has been tabled. Human Resource needs to have a policy for employees wanting to Opt-in. The Board of Directors will need to approve the policy once completed.

J. Revised Holiday Pay Structure
Item III, J Revised Holiday Pay Structure has been tabled and will be addressed before the holidays.

Mr. Cotter mentioned that the previous management company reduced the holiday observances from 9 days to 7 days (holidays remove- the day after Thanksgiving and a floating holiday). Going back to the 9 days would be a motivator for employees.

Mr. Cotter also mentioned that only Per-Diem and Part Time Employees receive time and a half for working holidays.

Director Fedchenko recalls the reason for removing the two days. It was part of a cost cutting move on the part of HCCA Alan Germany.

Mary Gonzales stated that the current payroll accrual rate (PTOs) includes 10 vacation days and the 9 holidays. The reason for Full time employees not receiving time and a half for working the holidays was because FT employees accrued PTO to take time off. Per Diem employees were hired to work holidays so that Full time employees could take the time off. Part time employees do not receive the holiday accrual just vacation.

President Hickman would like the Holiday Policy reviewed. Labor Laws need to be considered.

K. CDPH Re-Licensing Workbook
Mr. Cotter gave a brief explanation of CDPH workbook. The CDPH workbook is basically a test of the annual survey for the relicensing of our Skilled Nursing.

The workbook is broken down by department. The surveyors will use the info in the workbook to determine if we are meeting Skilled Nursing standards.
SIHD needs to be survey ready every day. There are requirements that need to be met.

NO Action needed by Board of Directors. This was an informative item letting the Board members, employees and the public know and understand the depth and complexity of what we need to do in order to maintain our state license in the Skilled Nursing.

L. Roof Estimate and Tree Removal Estimate

Roof Repair -Jeff Sheffield, Facility Director stated that there are four components of the roofing system and some areas are starting to fail. The most important area to focus on is the wood structure areas which is in the Skilled Nursing facility (2400 sq. footage). The other areas of roof are cement and metal decking type of roofing. Those areas do not have a big impact as the wood structure areas. The area Jeff Sheffield is requesting and recommending to remove and reapply is to the 2400 sq. footage in the Skilled Nursing for the quoted amount of $22,520.00 from CentiMark Roofing.

CentiMark Roofing primarily work on hospitals. OSPHD would oversee any and all aspect of construction.
The other bid received was from Bland Roofing for $34,145.00.

Scott Nave will need to use a public works contract because it is a prevailing wage job and present to the contractor.
Need to make sure that prevailing wages are included on contract and does not exceed the $25,000.00. Under the Healthcare District law, if it exceeds $25,000.00 SIHD will need to get public bids.

Action: Secretary Roper moved to award the roof bid to CentiMark as presented and authorizes Scott Nave, Brian Cotter and Jeff Sheffield to negotiate and finalize the contract with CentiMark. President Hickman seconded. Roll call-Director Fedchenko abstains for he was unable to understand enough of conversation through phone. Treasurer Carson, Secretary Roper, President Hickman.

Tree Removal-There are trees around the back of the hospital that are dead. Branches may fall and can cause damage to vehicles or injure someone.

Cal Fire can get Owens Valley Conservation Camp to remove trees.
NO haul away and no stump removal.
Estimate amount $1000.00 (estimated time 5 days)
Need to provide portal potties at 100.00 a week x 2 portals
Total Tree Removal Cost $1200.00

Members of the community can have the wood for free.

Action: Treasurer Carson moved to approve the quoted price of 1200.00 from Cal Fire and let the community take the free wood. Secretary Roper seconded. Roll Call-Director Fedchenko, Treasurer Carson, Secretary Roper and President Hickman.

M. Discussion of Hospital Pharmacists
SIHD had an Acute License Survey and MERP last December 2017.
Brian Cotter and the Surveyor had a phone conversation with previous Pharmacist in charge. The previous PIC stated the she had not physically been at SIHD in six months. Surveyor asked when the last Pharmacy and Therapeutic meeting took place. It had been 18 months.
On the Plan of Correction, SIHD put that we would improve our pharmacy services.

Mr. Cotter gave a brief description on different pharmacists.

SIHD's Pharmacists needed to be in compliance

Neima Ghassemian, **Acute Pharmacist**- Comes in once a month for meetings and controls.

Si Khanh Nguyen, **Skilled Nursing Pharmacist** –monthly drug regimen,

Mildred Davis, **PIC** – Drug room inventory, expirations, control substances, name on hospital permit.

The next survey in about two years, SIHD will be in a better position.

Goal is to have 1 pharmacist who can take care of the three roles.

President Hickman reported that she, Director Fedchenko and Brian Cotter met with Neima Ghassemian. Neima provided a good explanation of what he does and handles.

N. Accounts Payable Policy
Anita Sonke reviewed the policy for AP 1 and AP 2 and agreed with the policy that Chet Beedle provided.

Scott Nave reviewed AP 2 and worked with the Board. There were a few changes. Scott changed "purchase orders approved in advance" to "purchase orders, contracts and other agreements approved in advance". Scott deleted the references to CFO because the district technically does not have a CFO. Chet Beddle is the Administrative Consultant that provides financial advice.

Upon further reflection Scott Nave suggests to keep CFO. Once SIHD hires a CFO, there will be no need to add to the policy.

This is the first time the Board will be delegating the check signing authority. This is a necessary step.

President Hickman concurred with the changes Scott Nave made. Clarification on page 2, all checks will be issued immediately after signed.

Action: Secretary Roper moved to approve the Accounts Payable Policy with the proposed changes. President Hickman seconded. All approved. Roll Call- Secretary Roper, Treasurer Carson, President Hickman.

IV. REPORTS

A. Financial Report
B. CEO Report
C. Medical Staff Report

Mr. Cotter reviewed the power point presentation which included revenue graphs and the monthly #'s.

The reason for the steep increases of patient related revenue are due to inpatient admissions and the Medicare reimbursement rates for Skilled Nursing and Clinic went up dramatically.

All revenue received is 1.369 million for August 2018. Includes supplemental funds.

Year over Year projected growth will be close to 1.8 million more than last year, if SIHD stays on track.

Annual Employee Evaluations are required by Department Managers. At this time, HR has about 80-85% completed.

Medical Staff-Med Exec Meeting will be October 26, 2018.

Teresa McFarland, FNP asked if Direct Deposit can be an option. Per Brian, will have Payroll Clerk look into.

V. COMMENTS FROM THE BOARD OF DIRECTORS

President Hickman thanked all the employees of SIHD who participated in the 2018 Film Festival.

VI. CLOSED SESSION

A. Existing Litigation (Govt Code 54956.9): Chapter 9 Bankruptcy

VII. CLOSED SESSION REPORT

The Council and the Board discussed the Chapter 9 Bankruptcy.

VIII. ADJOURNMENT

The Open Session adjourned at 6:54 pm.

_____ _____

Board President or Secretary Date

October 9, 2018 Board Meeting Minutes

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BOARD OF DIRECTORS MEETING

October 9, 2018

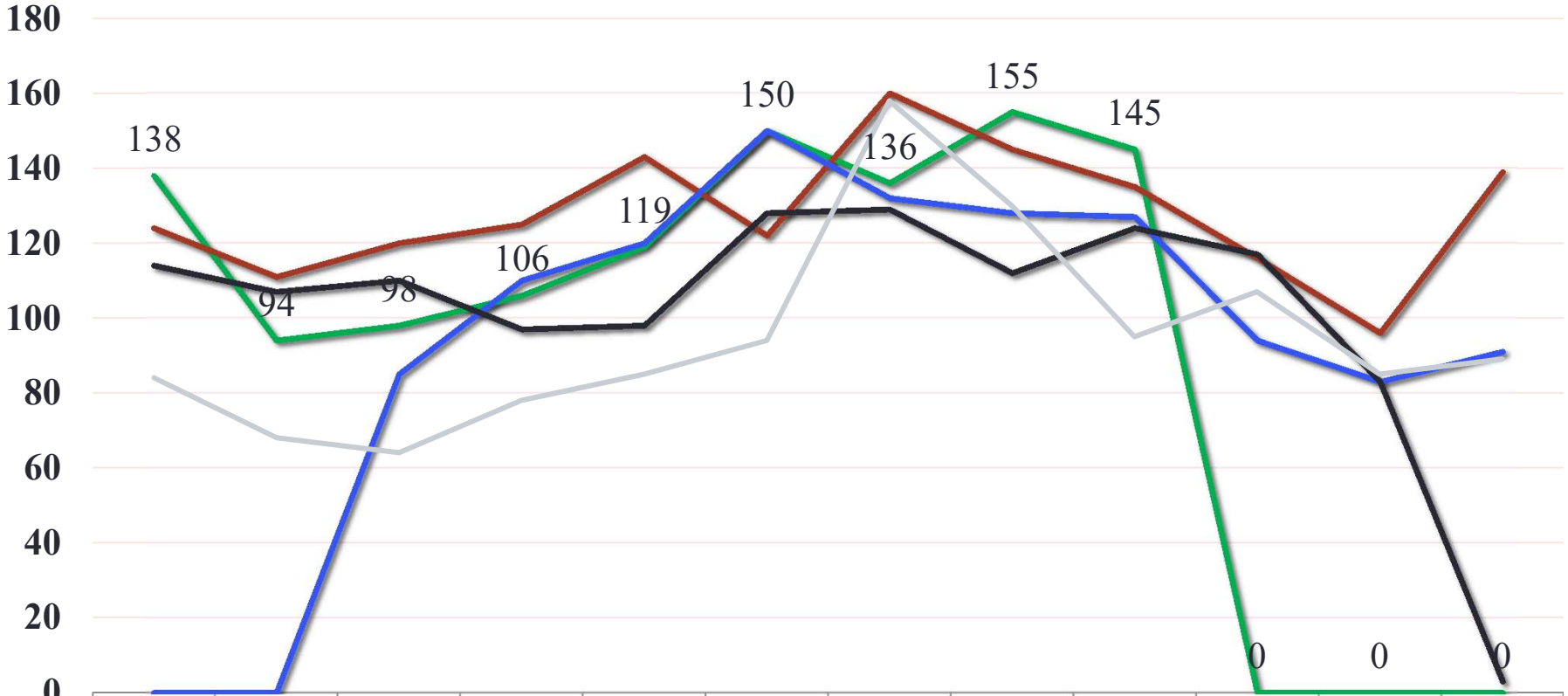
Southern Inyo Healthcare District

Emergency Room Volume

Average Visits Per Day

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	**4.46**	**3.36**	**3.17**	**3.54**	**3.84**	**5**	**4.39**	**5**	**4.83**			
2017	4.4	3.9	3.8	4.2	4.6	4.1	5.2	4.7	4.5	3.7	3.2	4.49
2016	-	-	2.7	3.7	3.9	5.0	4.3	4.1	4.1	3.0	2.8	2.9
2015	3.7	3.8	3.5	3.2	3.2	4.3	4.2	3.6	4.1	3.8	2.8	0.1
2014	2.7	2.4	2.1	2.6	2.7	3.1	5.1	4.2	3.2	3.5	2.8	2.9
2013	2.9	2.4	2.5	2.2	2.8	3.3	3.4	3.0	3.3	2.0	2.3	2.1
2012	2.7	2.9	2.7	3.5	3.2	4.2	3.8	3.9	3.2	3.0	2.7	2.9

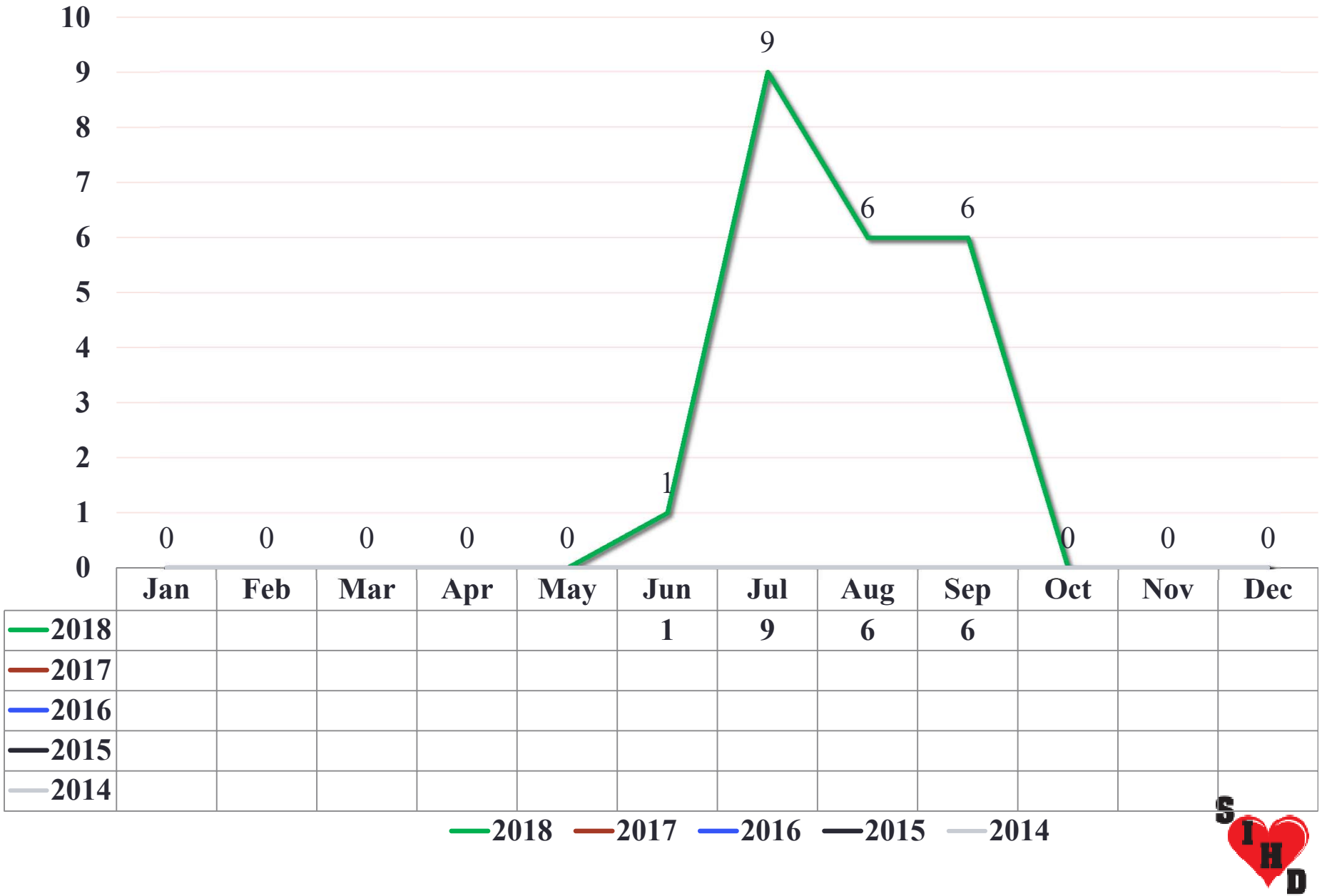
Emergency Room Volume – Visits Per Month



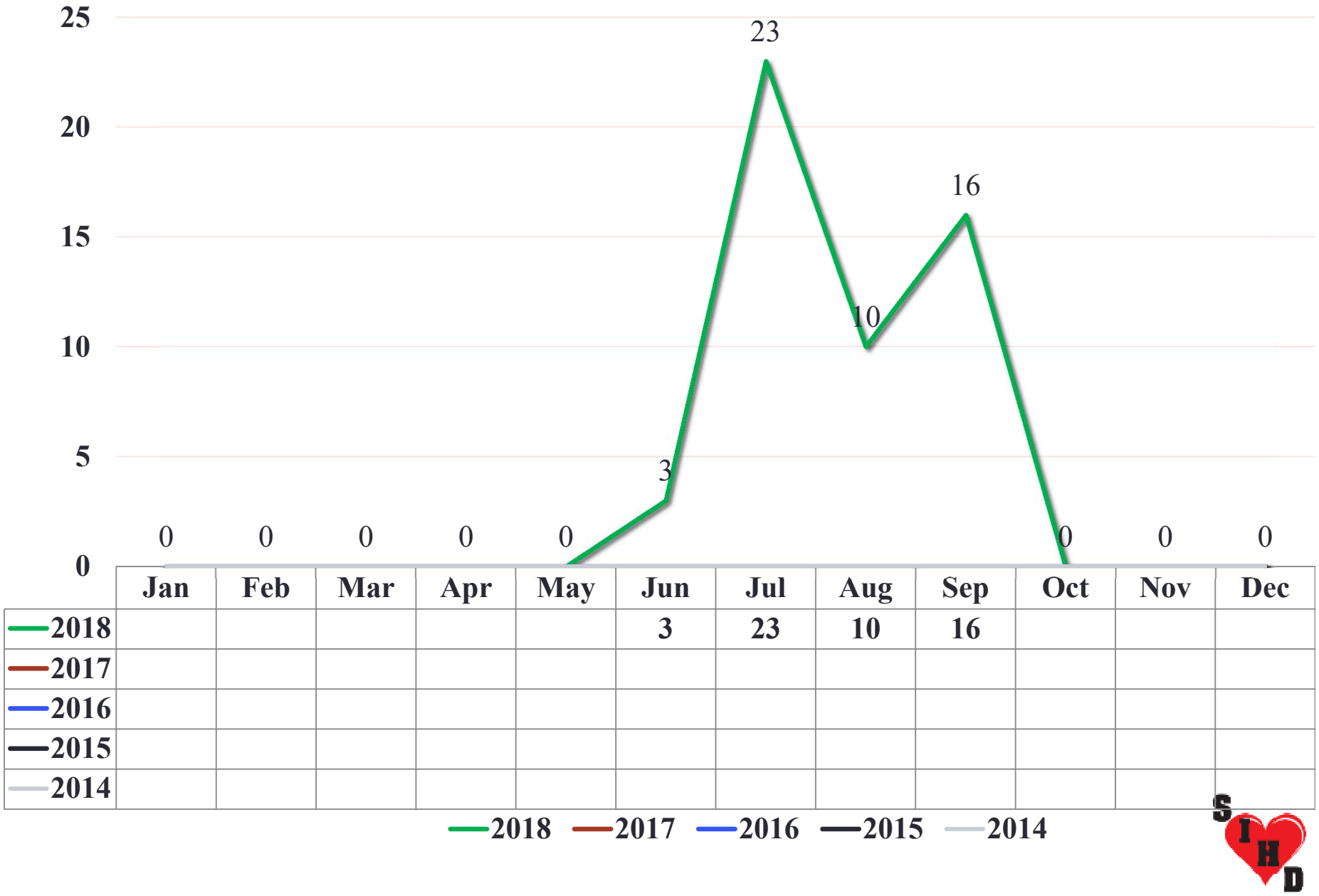
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	138	94	98	106	119	150	136	155	145			
2017	124	111	120	125	143	122	160	145	135	116	96	139
2016	-	-	85	110	120	150	132	128	127	94	83	91
2015	114	107	110	97	98	128	129	112	124	117	83	3
2014	84	68	64	78	85	94	158	130	95	107	85	89

2018 2017 2016 2015 2014

Acute/Swing Room – Patients Per Month



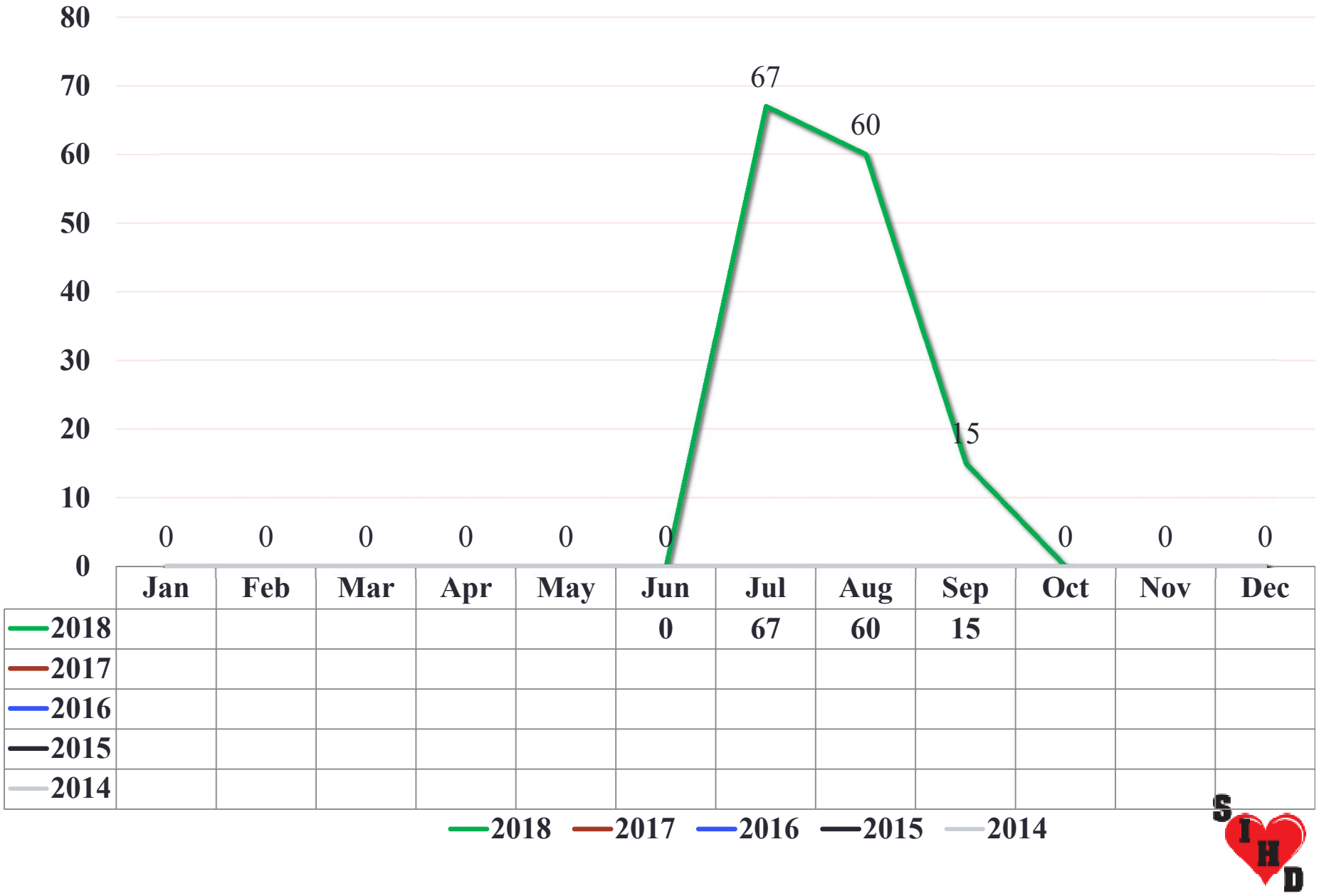
Acute Room – Total Days in Acute



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018						3	23	10	16			
2017												
2016												
2015												
2014												

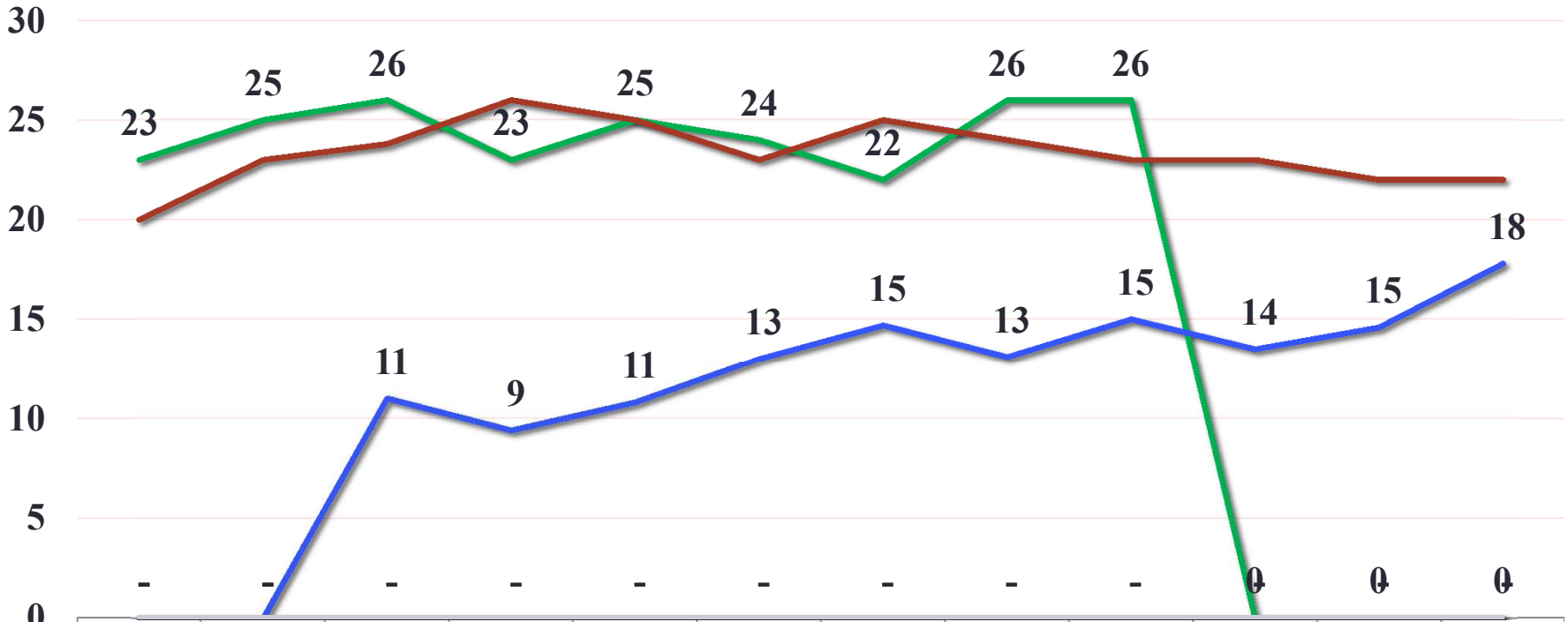
2018 2017 2016 2015 2014

Swing Bed Room – Total Days in Swing Bed



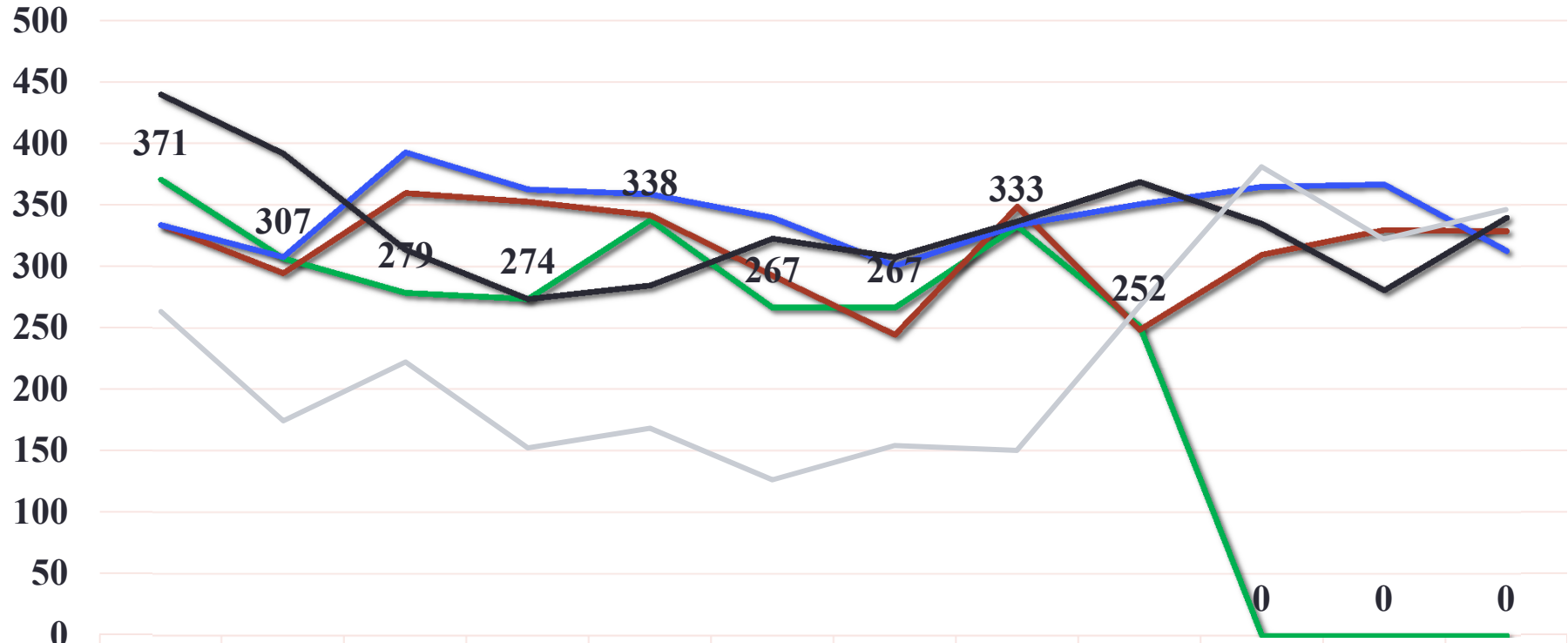
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018						0	67	60	15			
2017												
2016												
2015												
2014												

Skilled Nursing Facility Volumes – Monthly Census



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	23	25	26	23	25	24	22	26	26			
2017	20	23	24	26	25	23	25	24	23	23	22	22
2016	-	-	11	9	11	13	15	13	15	14	15	18
2015	-	-	-	-	-	-	-	-	-	-	-	-
2014	-	-	-	-	-	-	-	-	-	-	-	-

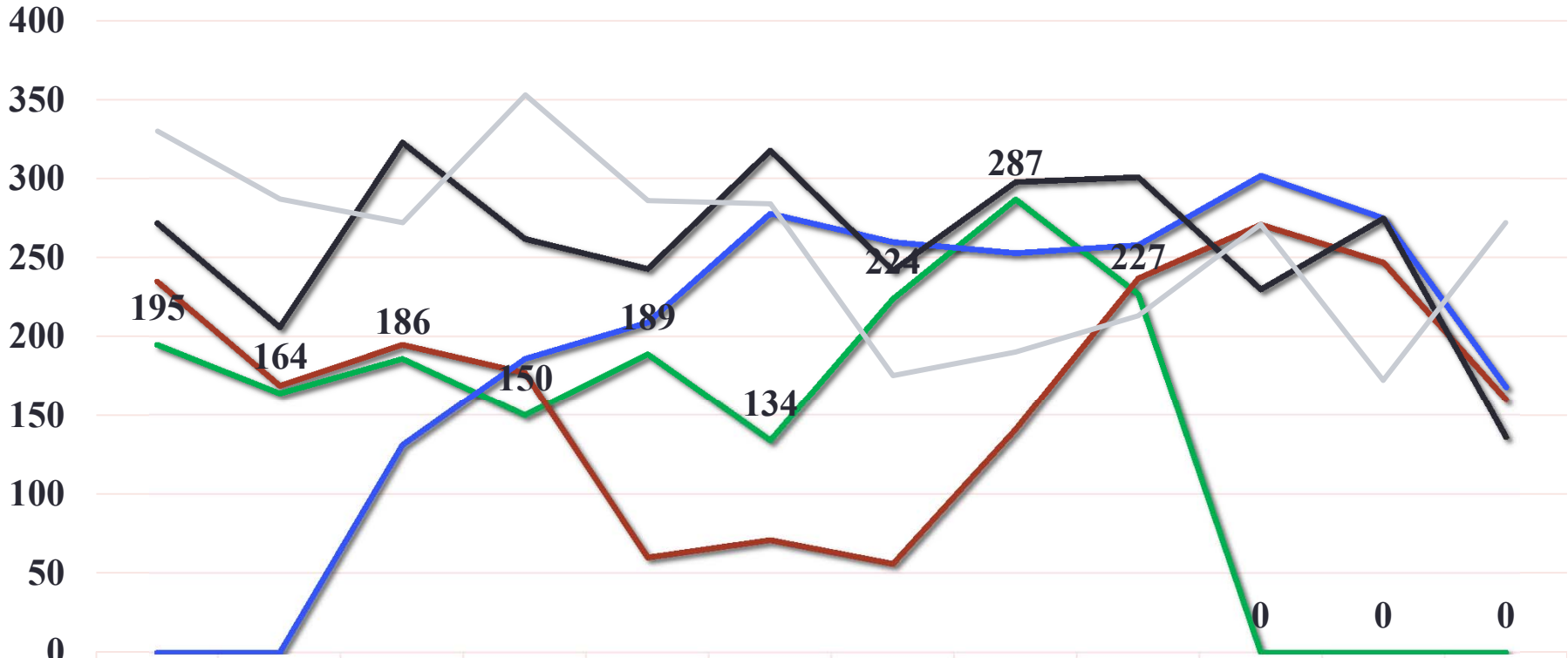
SIHD Rural Clinic Volumes – Visits Per Month



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	371	307	279	274	338	267	267	333	252			
2017	334	295	360	353	342	293	245	349	249	310	330	329
2016	334	308	393	363	359	340	301	334	351	365	367	313
2015	440	392	314	274	285	323	308	337	369	335	281	340
2014	263	174	222	152	168	126	154	150	267	381	322	346

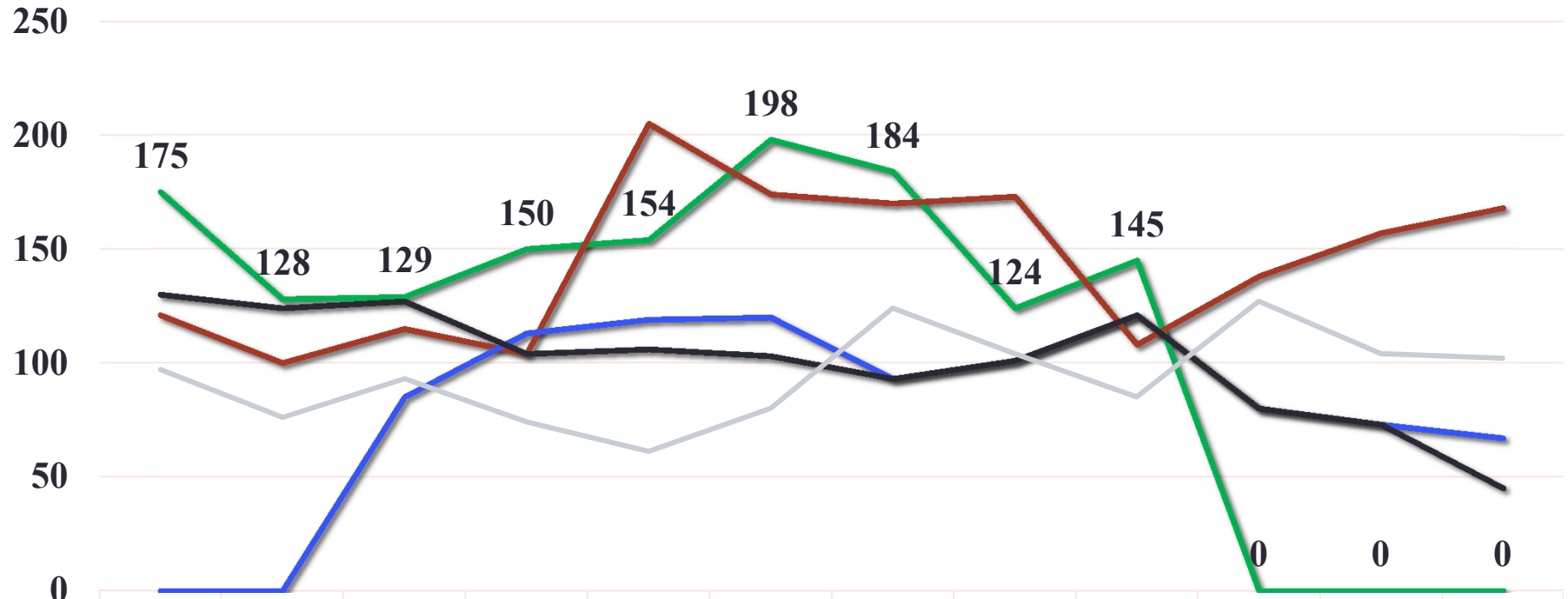
2018 2017 2016 2015 2014

Physical Therapy Volumes



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	195	164	186	150	189	134	224	287	227			
2017	235	169	195	177	60	71	56	141	237	271	247	160
2016	-	-	131	186	209	278	260	253	258	302	275	168
2015	272	206	323	262	243	318	242	298	301	230	275	136
2014	330	287	272	353	286	284	175	190	213	271	172	272

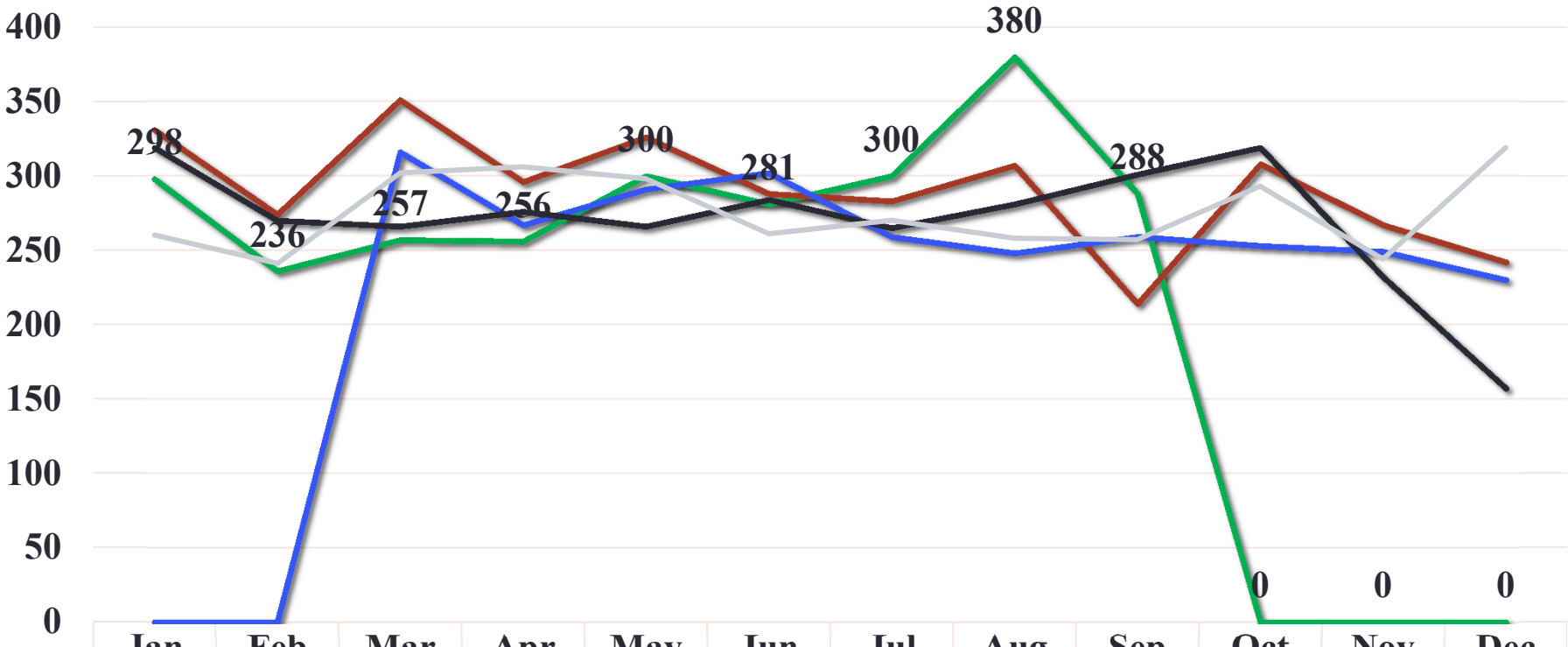
X Ray Volumes – Visits-Exams Per Month



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	175	128	129	150	154	198	184	124	145			
2017	121	100	115	104	205	174	170	173	108	138	157	168
2016	-	-	85	113	119	120	93	101	121	80	73	67
2015	130	124	127	104	106	103	93	101	121	80	73	45
2014	97	76	93	74	61	80	124	104	85	127	104	102

2018 2017 2016 2015 2014

Laboratory Volumes



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	298	236	257	256	300	281	300	380	288			
2017	331	274	351	296	326	288	283	307	214	308	267	242
2016	-	-	316	267	291	302	259	248	259	253	249	230
2015	319	270	266	276	266	284	265	281	301	319	232	157
2014	260	241	302	306	298	261	270	258	257	293	244	319

2018 2017 2016 2015 2014

Billed versus Collected

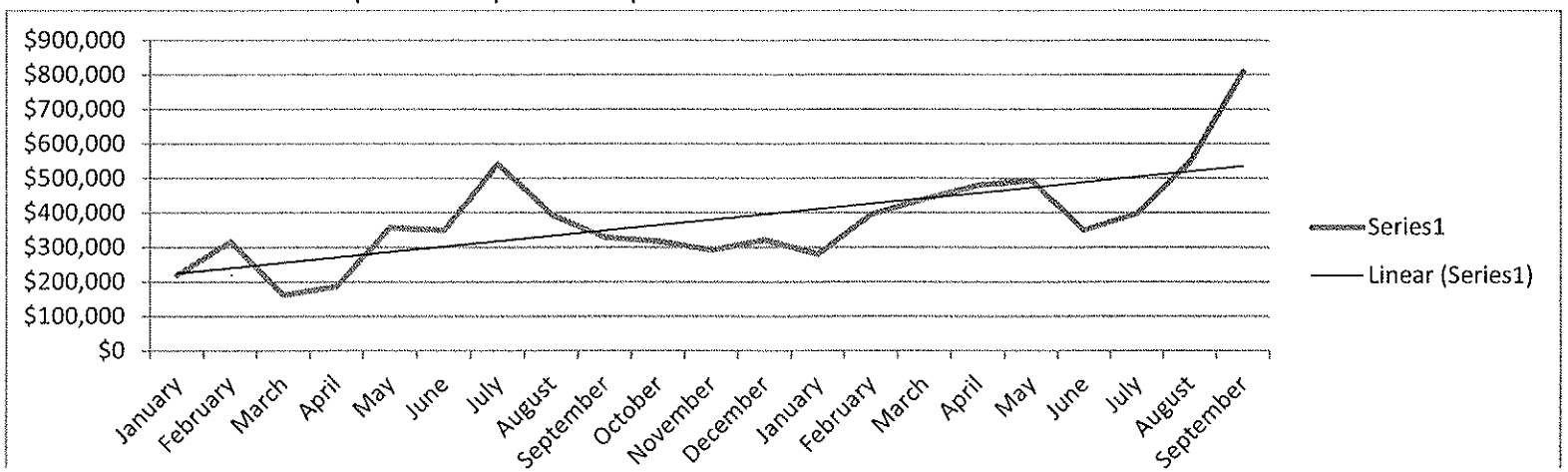
Month	Billed	Collected	Variance %
January	$310,705	$220,057	71%
February	$322,604	$316,236	98%
March	$266,473	$161,595	61%
April	$577,280	$186,870	32%
May	$819,320	$356,961	44%
June	$2,403,452	$349,697	15%
July	$1,091,385	$542,926	50%
August	$1,304,964	$393,975	30%
September	$908,594	$329,209	36%
October	$1,149,944	$318,000	28%
November	$836,546	$292,577	35%
December	$1,169,840	$321,896	28%
2017 Total	$11,161,107	$3,789,999	34%
Community Benchmark	$11,161,107	$5,580,553.50	50%
Potential missed	$1,790,554.52		

2018	Billed	Collected	Variance %
January	$1,435,896	$280,000	24%
February	$1,024,835	$395,020	28%
March	$1,700,000	$440,685	43%
April	$1,704,646	$481,098	28%
May	$908,151	$493,888	29%
June	$890,018	$350,885	39%
July	$1,223,474	$397,697	45%
August	$993,783	$546,789	45%
September	$1,061,803	$809,266	
October			
November			
December			

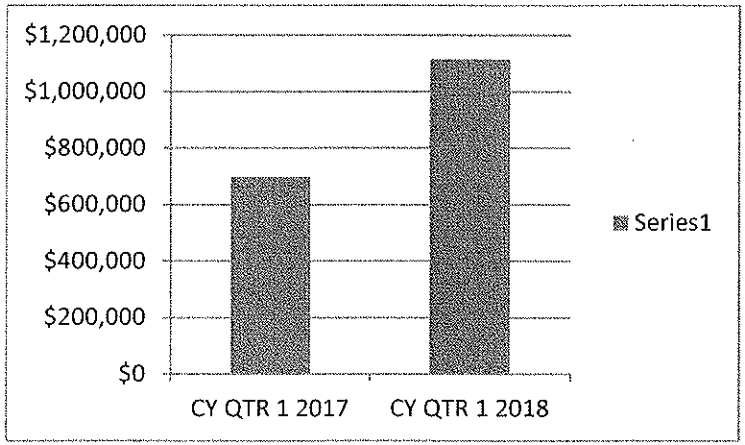
Patient Related Revenue

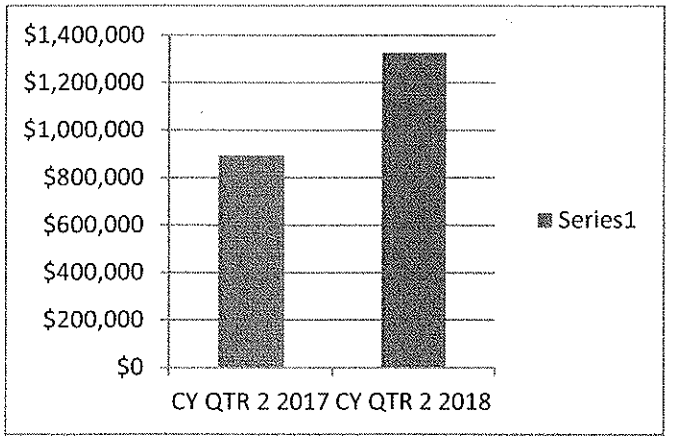
2017	January	$220,057
	February	$316,236
	March	$161,595
	April	$186,870
	May	$356,961
	June	$349,697
	July	$542,926
	August	$393,975
	September	$329,209
	October	$318,000
	November	$292,577
	December	$321,896
2018	January	$280,000
	February	$395,020
	March	$440,685
	April	$481,098
	May	$493,888
	June	$350,885
	July	$397,697
	August	$546,789
	September	$809,266

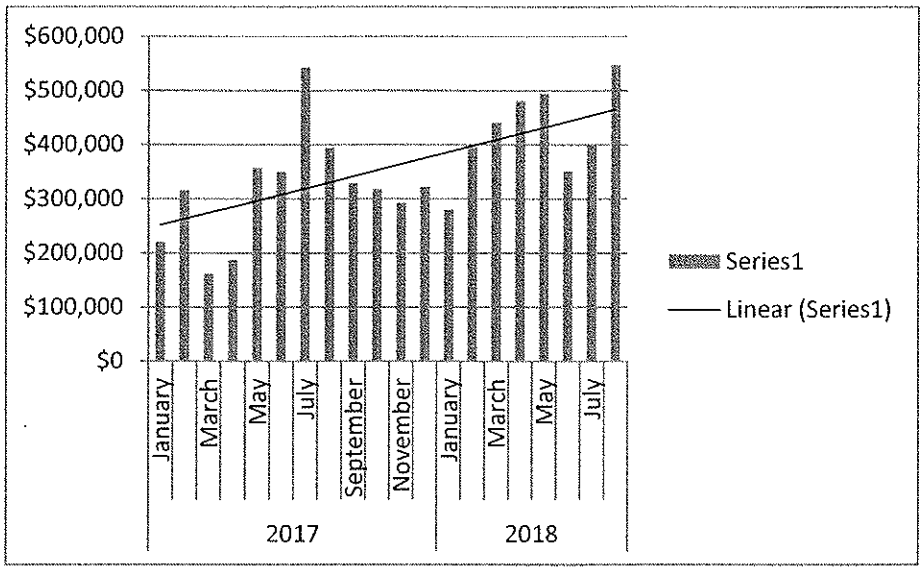
$3,386,062
423257.7088
5079092.505



CY QTR 1 2017	$697,888	CY QTR 2 2017	$893,528
CY QTR 1 2018	$1,115,705	CY QTR 2 2018	$1,325,871

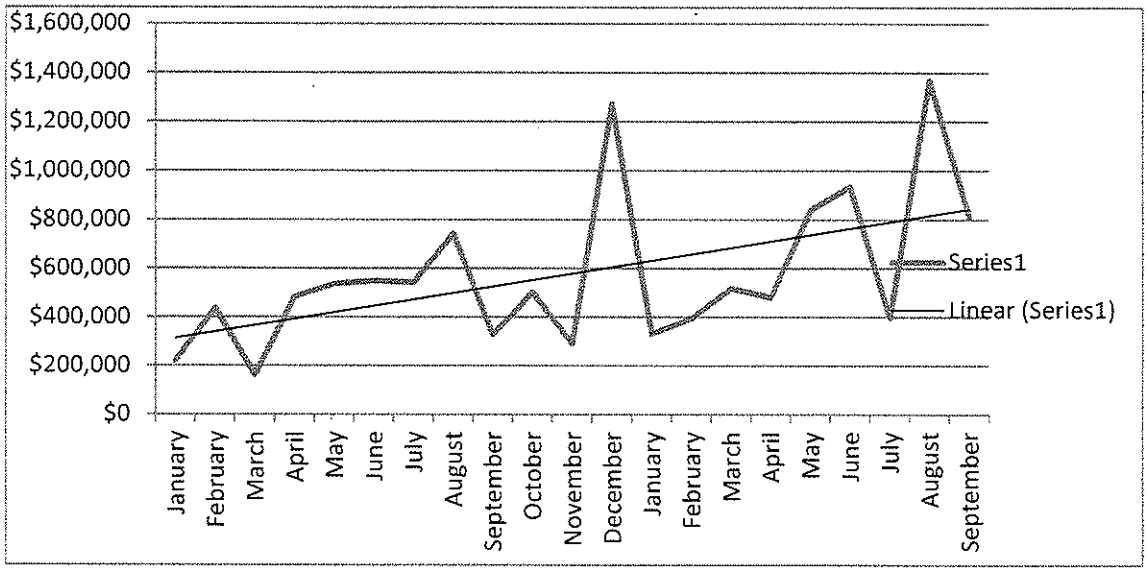






All Revenue

2018		2017		
January	$332,781	January	$220,057	
February	$395,019	February	$436,521	
March	$519,190	March	$161,595	
April	$481,152	April	$483,870	
May	$840,176	May	$536,961	
June	$934,761	June	$549,697	
July	$397,697	July	$542,926	
August	$1,369,715	August	$743,975	$3,675,602
September	$0	September	$329,209	
October	$0	October	$502,823	
November	$0	November	$292,577	
December	$0	December	$1,272,896	
YTD as of August	$5,270,491		$6,073,107	
YTD avg as of August	$658,811			
Projected for CY 2018	$7,905,732			
Year over Year projected growth	$1,832,625			



			HCCA	
2017	January	$220,057	$30,000	
	February	$436,521	$60,000	
	March	$161,595	$330,000	
	April	$483,870	$90,000	
	May	$536,961	$10,000	
	June	$549,697	$150,000	
	July	$542,926	$0	
	August	$743,975	$0	
	September	$329,209	$250,000	
	October	$502,823	$0	
	November	$292,577	$0	
	December	$1,272,896	$0	
2018	January	$332,781	$920,000	$6,993,107
	February	$395,019		
	March	$519,190		
	April	$481,152		
	May	$840,176		
	June	$934,761		
	July	$397,697		
	August	$1,369,715		
	September	$809,266		

Released Claims Status Report

	May	June	July	August	September
Medicare	392	389	456	362	494
	$367,822	$204,294	$439,296	$318,871	$302,713
Medi-Cal	185	195	187	183	222
	$236,882	$249,225	$289,958	$241,950	$304,935
BC/BS	125	147	159	108	183
	$81,046	$157,024	$171,937	$94,612	$ 173,222
Tricare	7	7	10	4	8
	$5,545	$13,843	$8,723	$2,338	$3,752
Commercial	380	305	415	351	373
	$216,856	$265,631	$313,561	$336,013	$277,182
Total Claims	1089	1043	1227	1008	1280
Total Dollars	$908,151	$890,018	$1,223,474	$993,783	$1,061,803

SOUTHERN INYO HEALTHCARE DISTRICT

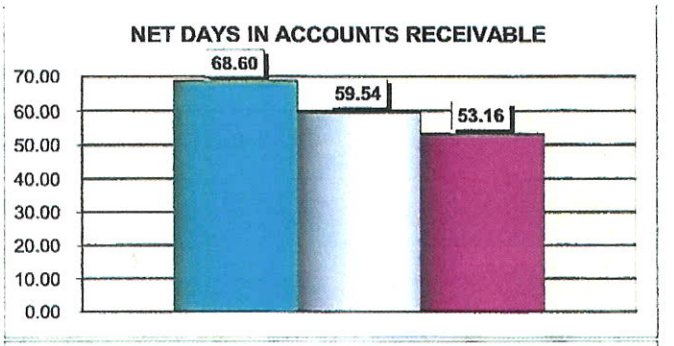
EXECUTIVE FINANCIAL SUMMARY

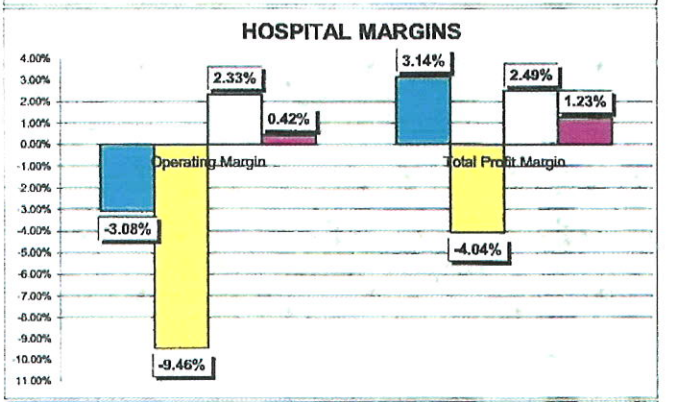
One Months Ended July 31, 2018

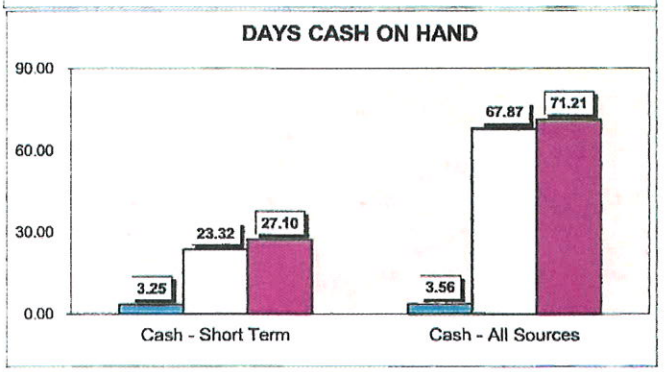
BALANCE SHEET	7/31/2018	6/30/2017
ASSETS		
Current Assets	$4,280,193	$3,992,671
Assets Whose Use is Limited	17,783	19,256
Property, Plant and Equipment (Net)	0	(0)
Other Assets	0	0
Total Unrestricted Assets	**4,297,976**	**4,011,927**
Restricted Assets	0	0
Total Assets	**$4,297,976**	**$4,011,927**
LIABILITIES AND NET ASSETS		
Current Liabilities	$3,747,285	$3,610,299
Long-Term Debt	(0)	(15,800)
Other Long-Term Liabilities	963,494	966,818
Total Liabilities	**4,710,779**	**4,561,317**
Net Assets	(412,803)	316,559
Total Liabilities and Net Assets	**$4,297,975**	**$4,877,876**

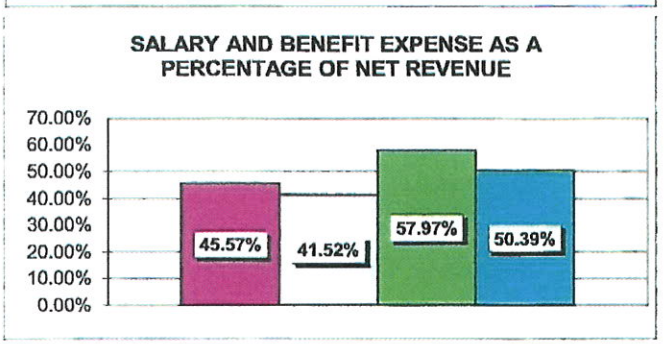
STATEMENT OF REVENUE AND EXPENSES - YTD	*ACTUAL*	*BUDGET*
Revenue:		
Gross Patient Revenues	$1,009,283	$960,484
Deductions From Revenue	(238,079)	(487,350)
Net Patient Revenues	771,203	473,135
Other Operating Revenue	192,504	31,187
Total Operating Revenues	**963,707**	**504,322**
Expenses:		
Salaries, Benefits & Contract Labor	485,597	363,727
Purchased Services & Physician Fees	122,132	68,263
Supply Expenses	8,329	6,559
Other Operating Expenses	349,664	85,793
Bad Debt Expense	0	0
Depreciation & Interest Expense	27,673	27,673
Total Expenses	**993,395**	**552,015**
NET OPERATING SURPLUS	**(29,688)**	**(47,693)**
Non-Operating Revenue/(Expenses)	59,992	27,299
TOTAL NET SURPLUS	**$30,304**	**($20,394)**

KEY STATISTICS AND RATIOS - YTD	*ACTUAL*	*BUDGET*
Total Acute Patient Days	23	5
Average Acute Length of Stay	3.8	1.3
Total Emergency Room Visits	136	151
Outpatient Visits	1,209	1,056
Total Surgeries	5	5
Total Worked FTE's	122.11	115.20
Total Paid FTE's	133.59	115.20
Productivity Index	0.9434	1.0000
EBITDA - YTD	-0.77%	-4.98%
Current Ratio	1.14	
Days Expense in Accounts Payable	60.15	









SOUTHERN INYO HEALTHCARE DISTRICT	
Budget	07/31/18
California	Hospitals
CAH Hospitals	Rural
Prior Fiscal Year End	06/30/17

FINANCIAL STRENGTH INDEX - (0.68)

Excellent - Greater than 3.0 Good - 3.0 to 0.0
Fair - 0.0 to (2.0) Poor - Less than (2.0)

Southern Inyo Healthcare District
Operational Cash Flow Actual w/Projections
Budget 2019

	Actual	*Actual*	*Proj*	*Proj*	*Proj*	*Proj*	*Proj*	*Proj*	*Proj*	*Proj*	*Proj*	*Proj*	***FY***
	Jul-18	*Aug-18*	*Sep-18*	*Oct-18*	*Nov-18*	*Dec-18*	*Jan-19*	*Feb-19*	*Mar-19*	*Apr-19*	*May-19*	*Jun-19*	***TOTAL***
Average Daily Census													
Acute Care	0.74	0.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.09
Swing	2.16	1.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.34
SNF	0.71	0.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.13
Beginning Balance	922,423	492,007	890,327	720,165	544,286	380,486	322,556	287,376	119,874	-36,854	-239,554	-270,925	922,423
Cash Receipts													
Medicare	55,305	724,341	55,532	56,057	48,061	67,508	109,575	59,219	56,466	57,230	55,243	51,320	1,395,858
Medi-Cal	178,834	120,275	122,667	108,775	112,550	134,470	101,852	99,867	118,820	123,240	121,652	112,243	1,455,244
Insurance	116,252	78,020	109,087	98,676	67,250	45,731	59,191	70,664	99,552	96,325	97,320	94,121	1,032,189
Bad Debt Recovery	9,035	9,511	7,268	3,258	10,095	5,508	4,446	7,941	6,326	5,521	6,291	4,231	79,431
Credit Card Payments	3,947	10,789	4,971	2,974	5,509	3,490	9,538	9,867	5,353	4,796	4,833	5,121	71,189
Private Pay	18,061	15,216	12,531	16,425	26,168	36,943	28,537	21,892	54,017	35,740	39,420	36,240	341,190
Rebates & Refunds/Taxes/IGT	0	0	0	0	0	285,228	43,474	0	0	0	300,000	50,000	678,702
Miscellaneous Cash	375,887	56,395	90,875	12,284	90,949	1,099	80,900	34,773	81,572	68,320	39,240	31,258	963,552
Unapplied/Growth	83,201	888	44,817	50,000	55,324	51,026	52,340	53,420	54,320	58,456	67,079	55,581	626,451
Total Cash Received	840,522	1,015,435	447,748	348,449	415,907	631,003	489,853	357,643	476,426	449,628	731,078	440,115	6,643,806
Salaries	362,000	326,589	364,641	365,282	366,321	543,050	362,031	363,240	351,865	313,000	318,000	341,000	4,377,019
Professional Fees	93,164	84,870	89,117	88,240	87,291	86,050	87,420	85,430	120,844	89,596	86,959	99,981	1,098,962
Supplies	38,334	44,507	36,889	37,400	36,240	35,420	35,223	35,235	24,234	31,589	41,090	54,200	450,361
Other	223,205	161,149	127,263	33,406	39,855	24,412	40,359	41,240	136,212	218,143	219,098	35,112	1,299,454
Inyo County Treas Repay/Medsphere	554,235	0	0	0	50,000	-285,228	0	0	0	0	97,302	132,000	548,309
IGT Matching	0	0	0	0	0	285,228	0	0	0	0	0	0	285,228
TOTAL EXPENSE	1,270,938	617,115	617,910	524,328	579,707	688,932	525,033	525,145	633,155	652,328	762,449	662,293	8,059,333
Return of Medicare/Cal Overpmt.	0	0	0	0	0	0	0	0	0	0	0	0	0
Investment Account	0	0	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Payments	1,270,938	617,115	617,910	524,328	579,707	688,932	525,033	525,145	633,155	652,328	762,449	662,293	8,059,333
Cash Over/(Under)	492,007	890,327	720,165	544,286	380,486	322,556	287,376	119,874	(36,854)	(239,554)	(270,925)	(493,103)	(493,103)
Operating Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0
Property Tax Fund	167,079	167,079	167,079	167,079	167,079	167,079	167,079	167,079	167,079	167,079	167,079	167,079	167,079
Med Ovpmt./IGT/Grants	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserve Add or Transfer	0	0	0	0	0	0	0	0	0	0	0	0	-
Net Cash Balance	659,086	1,057,406	887,244	711,365	547,565	489,635	454,455	286,953	130,225	(72,475)	(103,846)	(326,024)	(326,024)

SIHD
SOUTHERN INYO HEALTHCARE DISTRICT

Southern Inyo Hospital
501 E. LOCUST ST. • P.O. BOX 1009
LONE PINE, CALIFORNIA 93545

Telephone (760) 876-5501
Fax (760) 876-4388
Admin Fax (760) 876-2268

October 31, 2018

Board of Directors
Southern Inyo Hospital
P.O. Box 1009
Lone Pine, CA 93545

It is requested that temporary Medical Staff privileges be granted to Erica Rotondo, DO, Clinic and/or ER Physician, for a period of 90-days to facilitate the Medical Staff credentialing process.

Respectfully,

Vickie Torix

Vickie Torix
Medical Staff Secretary

Approved: _____
Brian Cotter, CEO Date

Approved: _____
Jaque Hickman, Board President Date

Approved: _____
Todd Farrer, MD, Medical Director/COS Date

SIHD
SOUTHERN INYO HEALTHCARE DISTRICT

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October 31, 2018

Board of Directors
Southern Inyo Hospital
P.O. Box 1009
Lone Pine, CA 93545

It is requested that Provisional Medical Staff Privileges be granted to Eric Bradfield, FNP, for a period of one year, October 31, 2018 to October 31, 2019 by the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix

Vickie Torix
Medical Staff Secretary

Approved: _____
Brian Cotter, CEO Date

Approved: _____
Jaque Hickman, Board President Date

Approved: _____
Todd Farrer, Medical Director/COS Date

SIHD
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October 31, 2018

Board of Directors
Southern Inyo Hospital
P.O. Box 1009
Lone Pine, CA 93545

Active Medical Staff Privileges are extended to Dr Robert Kollen, Emergency Medicine, for a period of two years, from October 31, 2018 to October 31, 2020 by the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO, Medical Director of ER Date

Brian Cotter, CEO Date

Jaque Hickman, Board President Date

Southern Inyo Hospital

Southern Inyo
Healthcare District

501 E. Locust Street
P.O. Box 1009
Lone Pine, CA 93545

(760) 876-2228 phone
(760) 876-5731 fax

Policies and Procedures approved by Medical Staff, 01/15/2018:

1. Skilled Nursing Facility:
    1. History and Physical exam.
       Physician Discharge Summary
       Progress Note
       Physician's orders
       Notice of Transfer/Discharge

2. Nursing:
    A. Tuberculin Skin Test
    B. Omnicell Automated Drug dispensing Unit Usage and Documentation
    C. Release of Body to Mortuary
    D. Cover Page for Nursing Administration
    E. Cover Page for Nursing Administration Manual
    F. Cover page for Central Service Manual
    G. Cover page for Disaster Manual
    H. Cover page for Employee Health Manual
    I. Cover page for Pharmacy Manual
    J. Cover page for Infection Control Manual
    K. Cover page for Acute Manual
    L. Cover page for ER Manual
    M. Cover page for Emergency Crash Cart and Medications
    N. Cover page for Quality Improvement

3. Physical Therapy
    A. MDS tracking

4. Medical Records
    A. Credentialing Policy and Procedure
    B. Cover page for Medical Records Policy and Procedure Manual

Amikjit Reen, Chief of Staff _____ Date

Jaque Hickman, Board President _____ Date

Brian Cotter, CEO _____ Date

SOUTHERN INYO HOSPITAL

HISTORY AND PHYSICAL EXAM

INITIAL EXAM □ ANNUAL EXAM □

PRESENT ILLNESS OR PAST MEDICAL HISTORY

ALLERGIES: **CODE STATUS:**

PHYSICAL EXAM

E.E.N.T: _____
GLANDS: _____
HEAD: _____
BREASTS: _____
HEART: _____
CHEST: _____
NECK: _____
ABDOMEN: _____
SKIN: _____
EXTREMITIES: _____
NEUROLOGICAL: _____
PELVIC: _____ RECTAL: _____
MENTAL STATUS: _____
BEHAVIOR: _____
POSITIVEFINDINGS: _____

VITALS
TEMP: _____
PULSE: _____
B/P: _____
RESPIRATIONS: _____
SP02: _____

PROGNOSIS: _____
SUMMARY (MEDICAL DIAGNOSIS) :

REHABILITATION POTENTIAL: _____
RESIDENT AWARE OF MEDICAL CONDITION? YES □ NO □
LAB TESTS/X-RAYS: _____
OTHER: _____
RECOMMENDED PLANS:

PHYSICIAN SIGNATURE: _____ **DATE:** _____

LAST NAME:	FIRST:	ROOM NO.	ATTENDING PHYSICIAN	MRN

SOUTHERN INYO HOSPITAL

PHYSICIAN DISCHARGE SUMMARY

RESIDENT NAME:
PHYSICIAN:
MEDICAL REC. NO:

ADMISSION
DATE/TIME: _____ AM: ___ PM: ___

DISCHARGE
DATE/TIME: _____ AM: ____ PM: ____

DATE OF DEATH: _____ TIME OF EXPIRATION: _____ AM: ___ PM: ____

DISCHARGE TO: _____

ADMISSION DIAGNOSIS: _____

SUMMARY OF COURSE IN NURSING FACILITY:

_____

_____

_____

_____

_____

CONDTION UPON DISCHARGE:

_____

_____

OTHER INFORMATION: _____

_____

SIGNATURE OF NURSE COMPLETING ABOVE INFORMATION: _____ DATE: _____
(IF OTHER THAN ATTENDING PHYSICIAN)

PROGNOSIS (INCLUDE REHABILITATION POTENTIAL):

_____

_____

_____

PHYSICIAN ORDERS FOR IMMEDIATE CARE:

_____

_____

_____

DISCHARGE DIAGNOSIS:

_____

_____

CAUSE OF DEATH:

_____

SIGNATURE OF ATTENDING PHYSICIAN: _____ DATE: _____

NOTE PROGRESS OF CASE, COMPLICATIONS, CONSULTATIONS; CHANGE IN DIAGNOSIS, CONDITION ON DISCHARGE, INSTRUCTIONS TO PATIENT

Date _____ Time _____ Care transferred to Hospitalist Service from Dr. _____ Transfer Date _____

Subjective _____

Temp _____ BP _____ / _____ HR _____ R _____ I/O _____ Weight _____ SaO2 _____ POD# _____

ETT Day _____ FiO2 _____ Glucometer _____ Other _____

	Normal	Abnormal or Specific Findings
Psychiatric	☐ Oriented	☐ _____
Respiratory	☐ Clear Bilaterally	☐ _____
Cardiac	☐ Regular Rhythm	☐ _____
Abdomen/GI	☐ Soft/Non-tender	☐ _____
Neurologic	☐ No Deficit	☐ _____
Extrem/MS	☐ Non Tender	☐ _____
Skin	☐ Intact	☐ _____
GU	☐ No Incontinence	☐ Foley Present _____
Other	☐ _____	☐ _____

Pertinent Meds

Other Pertinent Labs

☐ Old Medical Records Ordered ☐ Summary of Old Medical Records _____

Imaging Studies

CXR (☐ personally interpreted) _____

EKG (☐ personally interpreted) _____

Other studies _____

New	Established	Unchanged	Improved	Resolved	Worse	Diagnoses and Plan(s)
						#1 _____ POA ☐ Yes ☐ No
						#2 _____ POA ☐ Yes ☐ No
						#3 _____ POA ☐ Yes ☐ No
						#4 _____ POA ☐ Yes ☐ No
						#5 _____ POA ☐ Yes ☐ No

Signed: _____

ADDRESSOGRAPH

PHYSICIAN'S ORDERS

☐ Send NO MEDS ☐ Send ALL MEDS ☐ Send * MEDS ONLY ☐ _____ Doses taken from Emergency/Backup Stock

Telephone Orders

Facility Name	Address			Signature of Nurse Receiving Order / Date/Time
Family Name / First Name	DOB	Admission Number	Room Number	Attending Physician

Date Ordered	Time Ordered	Date DC'd	MEDICATION / Order	Dose & Form	Route	Schedule	INDICATION - DX

Prescriber Signature | Date

☐ Resident ☐ Family has been notified of the above treatment change. Date notified ____/____/____

Name of person contacted _____ If not contacted, reason _____

NURSE: Please Initial The Documentation Record As Performed

Pharmacy ☐ Courier ☐ Faxed (Fax Original) ☐ Phone	On Physician's Order Sheet	Med Sheet	TX Sheet	Nurse's Notes	Patient Care Plan	ADL/Flow	Signed	Date	Time

ORIGINAL-PHYSICIAN PLEASE SIGN AND RETURN IMMEDIATELY

* Needs medical staff approval 11/15/18 (2)

NOTICE OF TRANSFER/DISCHARGE

SOUTHERN INYO HOSPITAL
501 E LOCUST ST LONE PINE CA 93514
PHONE: (760) 876-5501 FAX: (760) 876-2243

Section 483.15(c)(3)(i) *a facility must send a copy of the written transfer or discharge notification to the representative of the office of the state long-term care ombudsman before a resident is transferred or discharged.*

Resident Information

Resident Name	Date Notice Issued *(month, day, year)*	
Facility Name *(Facility resident is being discharged from)*		
Facility Street Address *(number and street)*	Facility City	Facility ZIP Code

Transfer / Discharge Notice

Transfer or Discharge Effective Date *(month, day, year)*

Resident Is Being Transferred To:

- ☐ Another Nursing *Facility (Specify facility name below.)*
- ☐ Another Health Facility *(Specify facility name below.)*
- ☐ A private residence *(including home)*
- ☐ Other *(Please specify):*

Name of Facility Being Transferred To

Address of Facility Being Transferred To *(number and street)*

City	State	ZIP Code

Reason for Transfer or Discharge *(Must select one of the reasons below.)*

- ☐ The transfer or discharge is necessary to meet the resident's welfare and the resident's needs cannot be met in the facility.
- ☐ The transfer or discharge is appropriate because the resident's health has improved sufficiently so the resident no longer needs the services provided by the nursing facility.
- ☐ The safety of the individuals in the facility is endangered.
- ☐ The health of the individuals in the facility would otherwise be endangered.
- ☐ The resident has failed, after reasonable and appropriate notice, to pay or payment has not been made under Medicare/Medicaid for a stay in a nursing facility.
- ☐ The facility ceases to operate.

Bed Hold Policy

The facility must attach a copy of the facility's bed hold policy to this *Notice of Transfer or Discharge* and provide contact information for a facility employee to contact about the bed hold policy.

Facility Contact Name	Facility Contact Title	Facility Contact Telephone Number

* Needs medical staff Approval. C 1/15/18

Policy:
It is the policy of Southern Inyo Hospital that we are to provide written notification of transfer or discharge of resident to the long-term care Ombudsman before a resident is transferred or discharged.

Section 483.15(c)(3)(i) *a facility must send a copy of the written transfer or discharge notification to the representative of the office of the state long-term care ombudsman before a resident is transferred or discharged.*

Procedure:

A. Facility-Initiated Transfers and Discharges
The facility must provide notice of discharge to the resident and resident representative along with a copy of the notice to the Office of the State LTC Ombudsman at least 30 days prior to the discharge or as soon as possible. The copy of the notice to the ombudsman must be sent at the same time notice is provided to the resident and resident representative. This notification is completed on the Notification of Transfer/Discharge form and faxed to the Ombudsman.

Emergency Transfers
When a resident is temporarily transferred on an emergency basis to an acute care facility, notice of the transfer may be provided to the resident and resident representative as soon as practicable. Copies of notices for emergency transfers must also still be sent to the ombudsman, but they may be sent when practicable. This can be done on a monthly basis.

B. Resident-Initiated Transfers and Discharges
A resident-initiated transfer or discharge means the resident or, if appropriate, the resident representative has provided verbal or written notice of intent to leave the facility. The medical record must contain documentation or evidence of the resident's or resident representative's verbal or written notice of intent to leave the facility. A resident's expression of a general desire or goal to return home or to the community or elopement of a resident who is cognitively impaired should not be taken as notice of intent to leave the facility. For resident-initiated transfers or discharges, sending a copy of the notice to the ombudsman is not required.

References
https://www.cms.gov/Medicare/Provider-Enrollment-and-Certification/GuidanceforLawsAndRegulations/Nursing-Homes.html

SOUTHERN INYO HEALTHCARE DISTRICT

Tuberculin Skin Test - PATIENT/RESIDENT

	Exposure Evaluation ❑ Baseline Upon Admission ❑ Annual
Name:	**Department:**
Have you ever had a positive PPD (TB) skin test? If your answer to this question is "yes" **DO NOT REPEAT THE SKIN TEST – IF YES, COMPLETE THE REVERSE SIDE OF THIS FORM AND CONTACT HEALTHCARE PROVIDER**	❑ Yes ❑ No

TEST MAY NOT BE SELF-READ

Date & Time Administered: (Must be read after 48 hours but before 72 hours after administration)
Site: **Amount: 0.1 ml** ❑ Right Arm ❑ Left Arm
Lot #: **Exp. Date:** **Manufacturer:**
Given by: Signature and Title
Date & Time Read:
Read By: Signature and Title
Result: ❑ Positive ❑ Negative _____ Millimeters Induration
(Induration at 10mm is positive, 5-9mm is doubtful, 5mm or less is negative. **If positive or doubtful, contact Healthcare Provider.** *HIV infections and other medical conditions may cause a TB skin test to be negative even when TB infection is present.

Chest Radiograph required? Y N

Healthcare Provider Signature: _____

SOUTHERN INYO HEALTHCARE DISTRICT

TUBERCULOSIS SYMPTOM REVIEW FORM

(ONLY To be completed by those with previous + PPD UPON ADMISSION)

❑Previous Positive TB Test
❑Annual
❑Post exposure

This form is to be completed by patients or designated representatives who have a documented previously positive tuberculosis skin test and need TB clearance. All new patients with a history of positive TB skin tests will be cleared with a chest radiograph result as indicated to exclude TB disease.

Name: _____ Date: _____

Please circle the appropriate answer to each question.

1. In the last calendar year have you experienced a loss of appetite or unexplained loss of ten pounds or more? Y N

2. Do you frequently have a productive cough and Hoarseness lasting > 3 weeks? Y N

3. Have you noticed any blood in your sputum (hemoptysis) when you cough? Y N

4. Is pleural or chest pain a frequent problem for you? Y N

5. Do you experience shortness of breath with physical activity? Y N

6. Have you noted increase fatigue, fever or night sweats? Y N

Please explain any "yes" answers above and speak with your Healthcare Provider

_____

Signature of patient/resident: _____

Signature of representative *(if applicable)*: _____

Healthcare Provider Signature: _____

Chest Radiograph required? Y N

SOUTHERN INYO HOSPITAL Lone Pine, California	POLICY AND PROCEDURE
SUBJECT: OMNICELL AUTOMATED DRUG DISPENSING UNIT USAGE AND DOCUMENTATION	REFERENCE
DEPARTMENT: HOSPITAL WIDE, Pharmacy	PAGE: 1 OF: 5
	EFFECTIVE: 1/12
APPROVED BY:	REVISED: 1/18

POLICY:

To define the utilization of the automated drug dispensing unit within the medication use process. Drug Room, ER and Acute Unit will utilize the Omnicell Automated Dispensing Unit (ADU) to store, dispense, charge and account for mediations and controlled substances used in patient care. This policy is applicable on any unit where an Omnicell ADU has been installed.

PROCEDURE:

I. User Access to the Omnicell ADU:
New employees must complete the following prior to independent use of the automated dispensing system:

a. View Omnicell tutorial training videos and pass test at end of module.
b. Competency assessed and documented.
c. Permanent Staff: will be assigned a permanent Username that allows access to the designated areas. Contract Staff: will be assigned a permanent Username with an expiration date coinciding with the contract end date. Usernames will match the hospital computer access usernames.
d. All employees will use fingerprint to access the Omnicell ADU. Only employees that demonstrate difficulty with reading fingerprints will be exempt and then must use a complex password.
e. Charge RN will be able to reset passwords if needed.

II. Omnicell medication stock. All units will be non-profile and will list the medications available for removal that are stocked in that unit.

III. Removing Medications

a. Accuracy in the removal quantity of medications provides an accurate inventory of drugs so the Drug Room staff restocking is timely for nursing.
1. The nurse finds the patient on the Local List or Global List.
2. The nurse finds the medication to be dispensed and chooses it.
3. The Omnicell prompts the user to remove the medication from the designated drawer and/or space with "guiding light" technology
4. The nurse removes the appropriate amount of the medication based on the physician order.

b. Controlled Substances
   1. The unit will require the nurse to complete an inventory count prior to removing the medication. If the count is inaccurate the system will ask the nurse to recount. If the count is still incorrect a discrepancy report will print when the user completes the transaction. This will also send an email notification to the drug room staff.
   2. Partial doses of controlled substances require the nurse to withdraw the dose needed and waste the balance with a signature of a witness.

IV. Temporary Patients

a. Patient information for the Omnicell is obtained through the hospital's information system (ADT). If a patient is not listed in the Omnicell, check the ADT system to ensure the admission or transfer is complete. Typically, patient's display in the Omnicell within 2-3 minutes of completion.
b. Temporary patients will be maintained in the system for 24 hours.
c. Drug Room staff are responsible for reconciling any temporary patient charges each day. They will at the Omnicenter link the temporary ADT/charge/credit data in Omnicell with the patient's information and the temporary patient addition in Omnicell will be deactivated, if this has not already happened.

V. Returning Medications

Medications removed from the Omnicenter that are not administered to the patient must be returned by selecting the "Return Medication" function from the touch screen. This process applies to the unopened, tamper-proof controlled substances and unopened non-controlled substances.

a. Do not return opened carpujects of controlled substances, PCA syringes removed from the boxes, doses removed from multi-dose containers (injectables or oral) and tablets removed from their unit-dose packages. These items must be wasted with a witness signature in Omnicell and disposed of in the appropriate waste container.
b. A witness is required for return transactions involving controlled substances. A witness must have privileges to do this.
c. The user must return the item to the Return Bin as guided by the Omnicell system. The nurse does not need to update the expiration date when returning the medication as this information is entered by the Drug Room staff during the refill process.

VI. Wasting Controlled Substances

Full or partial doses of controlled substances not administered to a patient are wasted and documented in the system by using the "Waste Medication" function.

a. Waste will be documented in the Omnicell as soon as possible but must be prior to nurse finishing their shift.
b. A witness is required when a controlled substance waste is documented. Wasting of controlled substances requires a witness who must observe the wastage and cosign in the Omnicell system. The witness must have privileges to witness these transactions.
c. The amount used is documented and the Omnicell calculates the amount wasted from the total dose. In the event the entire dose is wasted due to damage (broken vial, dropped pill) and another dose is needed for the patient, the patient is credited during the waste function.
d. The medication is wasted per the hospital's procedure.

VII. Resolution of Controlled Substances Discrepancies

a. At the count verification step during a controlled substance removal, a discrepancy is created each time the count entered does not correspond with the system records.
    1. To avoid a delay of medication administration to a patient, the discrepancy can be resolved after the medication is administered. The nurse discovering the discrepancy (or receiving the printed "Discrepancy Report") is responsible for starting the resolution process. The discrepancy must be resolved by the change of the shift. Do not wait for other involved staff to return at a later date to resolve the discrepancy.
    2. The "Discrepancy Report" lists the name of the previous three persons who last had access to the medication. An additional activity report may be run from the "Report Menu" button on the touch screen. Call the Drug Room staff for any additional reports needed to resolve the discrepancy (i.e. activity over the previous seven days).
    3. Resolution of the discrepancy must be documented in the Omnicell with a Co-signature of a witness.
    4. The Charge RN will review any open discrepancies at the end of the shift to ensure that all discrepancies have been resolved prior to shift change.

5. The Charge RN will sign the final "Unresolved Discrepancies Report" and provide it to the Drug Room staff if unable to resolve the discrepancy with the nurses on shift.
6. Any unresolved controlled substance discrepancies will be reported to the Director of Nursing. Unresolved discrepancies must be documented in the Omnicell with the reason "follow up required – contacting Pharmacy – unresolvable."
7. It is the responsibility of the Nurse Manager to make sure all discrepancies are properly investigated and reported.
8. Excessive discrepancies may result in the nursing requirement of biweekly or daily inventory (cycle count) of controlled substances.

VIII. Problem Solving

a. Failed Drawer
   1. The most common type of Omnicell failure occurs when one of the drawers fails to close completely because the medication packaging extends above the opening. This can also prevent the drawer from opening completely. A "System Message" for the failed drawer will appear on the touch screen (red button, lower right hand side of the touch screen).
   2. The nurse may attempt to "Recover Drawer" by moving to the main menu on the touch screen and touching the "User's Applications" button.
   3. Contact Omnicell Service phone number located on the cabinet for assistance and provide the serial number of the cabinet (located in the upper right hand corner of the cabinet behind the glass door).

b. Printer Failure/Change Printer
   1. If "Printer Error" or "Printer Failure" appears following a return or waste function, check the printer ribbon behind the keyboard panel to see if the paper is empty.
   2. Each user should be competent in loading paper into the Omnicell printer. Refer to the Omnicell Quick Reference Guide or Omnicell User Guide for assistance.

c. Power Outage
   1. All Omnicell units are connected to emergency (generator) power. In the event of power loss, the units will automatically turn to battery back-up until the generators are powered up.
   2. If the power goes out and Omnicell is off. Reset Omnicell on the keypad. There is a handle (grip type at the top of keypad) that pulls down. On the left a flashing light will be blinking red. Push button and it will turn green. Put door to original position . Omnicell will reboot in 3-5 minutes.

3. In the event the emergency power is unavailable, contact the pharmacy department. There are key sets that will enable access to the units. All medications removed during this time will have to be signed out. Once power is restored, inventory will be adjusted and a restocking process will be completed by the Drug Room staff.
4. Information stored on each dispensing unit is also stored on the server. In the event all information is lost from the ADU, the central unit can retransmit the necessary files back to the ADU that lost them. Each unit operates independently.
5. If the Omnicenter (central unit) is not operating, each unit has the ability to continue functioning independently without communication with the central unit. Once the Omnicenter is back up and running, all the ADU will automatically reconnect to the center and update all transactions.

d. Malfunctions
   1. The user will refer to the "Quick Reference" guide to resolve the problem.
   2. The user will next contact the Charge RN to trouble shoot problems.
   3. In the event a problem cannot be resolved, the user should contact the Director of Nursing or Nurse Manager. If instructed to do so call Omnicell Support for assistance.

IX. Cleaning the Omnicell Device
   a. Cleanliness is essential to proper functioning of the Omnicell Units. No food or drinks are allowed in the vicinity of the unit.
   b. Clean the exterior of the dispensing unit with a damp cloth. Never use ammonia, betadine or nail polish remover as these will damage the unit. Never spray the water directly on the cabinet, use a soft cloth which has been sprayed with water to clean it.
   c. Refer to the Omnicell User Reference Guide for additional information.

Nursing Administration

This Policy and Procedure for Nursing Administration has been jointly reviewed and approved by the Chief of Staff, the Nurse Executive and the Hospital Administrator ON JANUARY 15, 2018 by:.

Acting Board Member	Date
Medical Director of Emergency Department	Date
Administration	Date
Director of Nursing	Date

NURSING ADMINISTRATION MANUAL

This Policy and Procedure Manual has been jointly reviewed and approved by the Chief of Staff, the Nurse Executive and the Hospital Administrator ON JANUARY 15, 2018 by:.

Governing Body	Date
Administration	Date
Chief of Staff, Medical Services	Date
Chief Nursing Officer	Date

CENTRAL SERVICE MANUAL

This Policy and Procedure Manual has been jointly reviewed and approved by the Chief of Staff, the Nurse Executive and the Hospital Administrator ON JANUARY 15, 2018 by:.

Governing Body _____ Date _____

Administration _____ Date _____

Chief of Staff, Medical Services _____ Date _____

Chief Nursing Officer _____ Date _____

DISASTER MANUAL

The policies, procedures and forms in this manual have been reviewed and approved on January 15, 2018, by:

Governing Body	Date
Chief Executive Officer	Date
Medical Director	Date
Chief Nursing Officer	Date
Emergency Management Program Manager	Date

EMPLOYEE HEALTH MANUAL

This Policy and Procedure Manual has been jointly reviewed and approved by the Chief of Staff, the Nurse Executive and the Hospital Administrator ON JANUARY 15, 2018 by:.

Governing Body	Date
Administration	Date
Chief of Staff, Medical Services	Date
Chief Nursing Officer	Date

PHARMACY MANUAL

This Policy and Procedure Manual has been jointly reviewed and approved by the Chief of Staff, the Nurse Executive and the Hospital Administrator ON JANUARY 15, 2018 by:.

Governing Body _____ Date _____

Administration _____ Date _____

Chief of Staff, Medical Services _____ Date _____

Chief Nursing Officer _____ Date _____

INFECTION CONTROL MANUAL

This Policy and Procedure Manual has been jointly reviewed and approved by the Chief of Staff, the Nurse Executive and the Hospital Administrator ON JANUARY 15, 2018 by:.

Governing Body _____ Date _____

Administration _____ Date _____

Chief of Staff, Medical Services _____ Date _____

Chief Nursing Officer _____ Date _____

ACUTE MANUAL

This Policy and Procedure Manual has been jointly reviewed and approved by the Chief of Staff, the Nurse Executive and the Hospital Administrator ON JANUARY 15, 2018 by:.

Governing Body _____ Date _____

Administration _____ Date _____

Chief of Staff, Medical Services _____ Date _____

Chief Nursing Officer _____ Date _____

ER MANUAL

The policies, procedures and forms in this manual have been reviewed and approved on January 15, 2018 by:

Governing Body	Date
Administration	Date
Chief of Staff	Date
Chief Nursing Officer	Date
Emergency Room Medical Director	Date

EMERGENCY CRASH CART AND MEDICATIONS

This Policy and Procedure for Crash Cart and Medications Manual has been jointly reviewed and approved by the Chief of Staff, the Nurse Executive and the Hospital Administrator ON JANUARY 15, 2018 by:.

Acting Board Member _____ Date _____

Medical Director of Emergency Department _____ Date _____

Administration _____ Date _____

Director of Nursing _____ Date _____

Quality Improvement

This Policy and Procedure for Quality Improvement has been jointly reviewed and approved by the Chief of Staff, the Nurse Executive and the Hospital Administrator ON JANUARY 15, 2018 by:.

Acting Board Member	Date
Medical Director of Emergency Department	Date
Administration	Date
Director of Nursing	Date

POLICY SUBJECT: **RELEASE OF BODY TO MORTUARY**	EFFECTIVE DATE: 7/08 WRITTEN BY: TIM STANDING RN DNS
MANUAL: ACUTE /ER	PAGE 1 OF 1:

POLICY: It is the policy of Southern Inyo Hospital to release the body of a recently expired patient to the mortuary.

PURPOSE:
A deceased resident is to be released in a timely manner (four to six hours)

PROCEDURE:

1. After physician has pronounced resident deceased, mortuary is to be notified that body body is ready to be released
2. Retrieve the "Death Book" from Medical Records Office
3. Mortician needs to completed the "Mortician Receipt" on back of face sheet
4. Mortician needs to record death in the "Death Book"
5. RN is to complete the Body and Personal Effects form (See Attached)
6. RN is to notify "Organ Procurement". (See Organ Procurement Program Policy).

DOCUMENTATION

1. Document time mortician was notified of death
2. Document time body was released to mortician

BODY AND PERSONAL EFFECTS RELEASE

I have released the body of _____ to _____ mortuary.

	DESCRIPTION	DISPOSITION
Dentures		
Clothing		
Jewelry (description)		
Other valuables (description)		

Date_____ Time_____ Signed:_____

The following patient information was disclosed to the mortuary/coroner by the hospital:

Patient Name: _____

Time of Death _____

Reportable Disease Information: _____

ORGAN PROCUREMENT NOTIFICATION

DNW Call Center 800-553-6667

Date_____Time_____

Person Contacted_____

I released the following medical information:

Patient name_____

Patient age_____

Pertinent medical information:_____

_____

_____

I was given the following information/decisions/instructions:_____

_____

_____

WE Listened To Your Request For A Simpler/Combined Organ And Tissue Referral Process

- Sierra Donor Services (SDS) is partnering with Donor Network West (DNW) for one referral number for organ and tissue referrals.
- Effective January 1st, 2018 ALL organ and tissue referrals should be made to **(800)55.DONOR or (800) 553.6667**.
- Hospitals will make ALL tissue referrals to the DNW Call Center who will then refer to SDS.
- The DNW Call Center will perform the initial high-level screening of tissue referrals (see below)

  Rule Outs:

  Age >90 years
  Hepatitis B and/or C (history of or active)
  HIV/AIDS
  PHS Increased Risk Behavior
- After initial screening, if there is tissue potential, the call center will pass the referral to SDS via a secure email.
- Hospital staff should expect a call back from SDS requesting additional information.
- SDS Tissue Staff will coordinate/complete the tissue recovery process.
- Hospitals will continue to send monthly morbidity reports to SDS.
- SDS will continue to provide Monthly Tissue Dashboards.
- As SDS and DNW educate and inform hospital staff about this combined call center change, SDS Call Center (Bridge2Life) will continue to take referrals from hospital staff.

We believe that this service change will simplify the process for our hospital partners.

As we work through the transition, please do not hesitate to contact us with any questions or issues.

Happy Holidays!

Becky Leatherman
Senior Hospital Services Coordinator

Office 775.954.0910
Mobile 775.842.7355
Fax 775.954.0060

75 Pringle Way, Ste. 901, Reno, NV 89502

MDS Tracking

Month/Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Day from Admission																															
PT Minutes																															
PT Initials																															
RNP Type (Select one, A-F, see reverse)																															
RNP Provider Initials																															
Minutes/Lookback																															

Month/Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Day from Admission																															
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RNP Provider Initials																															
Minutes/Lookback																															

SOUTHERN INYO HOSPITAL
Lone Pine, California

POLICY AND PROCEDURE

Subject: MEDICAL STAFF CREDENTIALING	Reference Number: 5055
Department: HEALTH INFORMATION MANAGEMENT	Date Written: 03/16/2015
APPROVED BY:	Date Reviewed/ Revised: 01/08/2018
Signature:	
Title:	Page 1 of 4

POLICY: It is the policy of Southern Inyo Hospital to have physicians credentialed prior to their providing services to patients at this facility.

PURPOSE: To assure the safety and well-being of the patients of Southern Inyo Hospital.

PROCEDURE: Except in the event of a declared emergency, all physicians will have a written application to the Medical Staff of Southern Inyo Hospital. Once an application is received and medical licensure is verified, the physician may be granted temporary privileges from the Board of Directors for the period of 90-days to facilitate credentialing.

All applicants must submit a completed medical staff application form with appropriate documentation as requested on the application form. This includes signed statements and a release of information page. Each individual practitioner is to provide documentation of the number and types of procedures done during the past 24 months. Applicants have the burden of producing information deemed adequate by the hospital for a proper evaluation of current competence and other qualifications and for resolving any doubts.

The Medical Staff Secretary will place proof of all verifications in the applicant's Medical Staff file in an orderly manner, verify licensure through the California Medical Board, www.breeze.ca.gov/ and place a copy of the print out in the Medical Staff file making sure that the license is current. This will be done upon initial application, reappointment and expiration date of CA license.

DEA licensure will be verified through the DEA Lookup website, www.deadiversion.usdoj.gov/webforms/validateLogin.jsp Again the copy will go into the Medical Staff file. This will be done upon initial application, reappointment and expiration date of DEA license.

Obtain proof of no exclusions from the OIG website, https://oig.hss.gov/exclusions/index.asp Put a print out in the Medical Staff file.

If applying for Beta Insurance through the hospital, an application for Beta is required with the Medical Staff application. A current CV is also required to be sent with the application to Beta. Once approved by Beta, a copy of the Insurance will be placed in the Medical Staff file. An updated insurance form will be added to the Medical Staff file on expiration of insurance each year. If self-insured, a current copy will be provided to the Medical Staff Secretary and upon expiration of certification.

Query the National Practitioner's Data Bank, www.npdb-hipdb.com for information on the provider. Print the results of the query for the Medical Staff file. Accounting will obtain pre-paid visa to use to query.

Work history gaps will be handled through the applicant for an explanation. This will be done upon application.

An affiliation letter will be sent to previous employers upon submitting application for Medical Staff membership. This will be done on initial application, and recertification.

References (1 or 2, if able) will be solicited by the Medical Staff secretary from peers of the physician who can attest to the clinical competence of the applicant and ability to perform the procedures requested.

Education-graduate of medical/dental or other profession school must be verified. This will be done with Breeze, NPDB, and application. A copy of the diploma will be provided to the Medical Staff secretary by applicant. This will be done with the credentialing process and reappointment.

Board certification will be queried. If board certified in Emergency Medicine, ACLS, ATLS and PALS will NOT be required. If board certified in Family Practice or Internal Medicine, etc., ACLS, ATLS and PALS WILL be required. A copy of the board certificate will be provided by the applicant to the Medical Staff secretary. This will be done upon initial application as well as date of expiration as well as re-certification.

TB status is to be provided with initial application by the applicant. This will be followed up every year with expiration and will need a new form or X-ray. Flu vaccination certificate also needed.

Once all information is assembled, the physician's medical Staff file will be presented to the Board of Directors for temporary privileges of 90 days. Credentialing will proceed. Once done, it will be given back to the Board of Directors for approval or denial for 2 year privileges. If privileges are denied, the applicant will be notified in writing and the applicant may pursue the appeals process as defined in the Medical Staff Bylaws.

Subject: MEDICAL STAFF CREDENTIALING	Reference Number: 5055
Department: HEALTH INFORMATION MANAGEMENT	Date Written: 03/16/2015
APPROVED BY:	Date Reviewed/ Revised: 01/08/2018
Signature:	
Title:	Page 4 of 4

If privileges are approved, the Board will grant 2-year privileges and refer the file back to the Medical Staff secretary.

All privileges are for a period of two years. Prior to the expiration of privileges, the Medical Staff Secretary will notify each active member and inquire if the provider requests extension of their Medical Staff privileges. In the event the physician wishes to maintain privileges the Medical Staff Secretary will notify them of any information that is needed to maintain their Medical Staff file. Verification for renewal of privileges will consist of verification of medical license expiration date, DEA license expiration date, OIG data base inquiry, and current malpractice insurance.

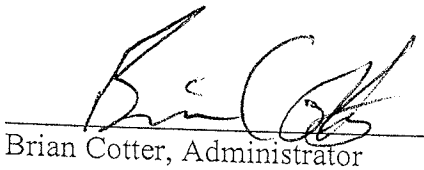
All applicants will be notified of the decision of the Board of Directors. Should the applicant choose in the event of denial of privileges, they may appeal the decision following procedure as set forth in the Bylaws of the Medical Staff of Southern Inyo Healthcare District.

SOUTHERN INYO HOSPITAL

POLICY AND PROCEDURE MANUAL

MEDICAL RECORDS DEPARTMENT

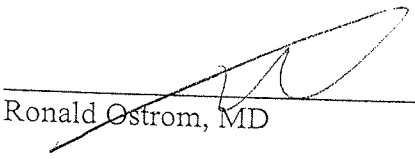
The Medical Records Department policy and procedure manual has been reviewed and approved by the undersigned.



Brian Cotter, Administrator

1-15-18

Date



Ronald Ostrom, MD

1/15/18

Date

Jaque Hickman, Board President

Date

SOUTHERN INYO HOSPITAL

POLICY AND PROCEDURE MANUAL

MEDICAL RECORDS DEPARTMENT

The Medical Records Department policy and procedure manual has been reviewed and approved by the undersigned.

Brian Cotter, Administrator — Date: 1-15-18

Ronald Ostrom, MD — Date: 1/15/18

Jaque Hickman, Board President — Date

Southern Inyo Hospital

Southern Inyo
Healthcare District

501 E. Locust Street
P.O. Box 1009
Lone Pine, CA 93545

(760) 876-2228 phone
(760) 876-5731 fax

Policies and Procedures approved by medical Staff 05/30/2018:

1. SKILLED NURSING FACILITY
   A. Rapid Response Code
   B. New policy/procedure format
   C. Antimicrobial Stewardship Program (ASP)

SOUTHERN INYO HOSPITAL Lone Pine, California	POLICY AND PROCEDURE
SUBJECT: **RAPID RESPONSE CODE**	REFERENCE #
DEPARTMENT: EMERGENCY	PAGE: 1 OF: 1
	EFFECTIVE: 05/07/18
APPROVED BY: Shannon Jimerson	REVISED:

POLICY:

Southern Inyo Hospital shall institute the Cardiopulmonary Resuscitation Protocol immediately upon assessing a patient with early signs of deterioration to prevent respiratory or cardiac arrest.

Rapid ResponseTeam Members:

- ER nurse will be team leader upon arrival
    - Code Blue team from SNF which is assigned each shift.
    - If ER physician present, the MD will take charge.
    - Providers trained in early resuscitation interventions and advanced life support

Typical RRT Calling Criteria:

Any staff member may call the team if one of the following criteria is met:

- Heart rate over 140/min or less than 40/min
- Respiratory rate over 28/min or less than 8/min
- Systolic blood pressure greater than 180 mmHg or less than 90mmHg
- Oxygen Saturation less than 88% despite supplementation
- Acute change in mental status, including seizure
- Significant Change in Urine output (less than 50cc in 4 hours)
- Staff member has significant concern about the patient's condition

Procedure:

- Dial 56 and page Rapid Response Code to _____ (area of event) 3 times
- Bring code blue cart from Unit 1 (acute cart)
- Bring chart and information regarding DNR and POLST
- Listen to patient's family or friends concerns and assess patient
- Respond with medical care or further investigation as needed.

Southern Inyo Healthcare District **POLICY/PROCEDURE**

TITLE:	
DEPARTMENT:	**PAGE**

SCOPE:

POLICY STATEMENT:

POLICY:

PROCEDURE:

REFERENCES:

APPROVAL	DATE	APPROVAL	DATE
Department/Division Manager		Interdisciplinary Team	
Unit Medical Director (if applicable)		Governing Board	
Medical Staff Committee (if applicable)		Administration	
Reviewed By:		Reviewed By:	
Reviewed By:		Reviewed By:	

Southern Inyo Healthcare District **POLICY/PROCEDURE**

TITLE:	
DEPARTMENT:	**PAGE**

SCOPE:

POLICY STATEMENT:

POLICY:

PROCEDURE:

REFERENCES:

APPROVAL	DATE	APPROVAL	DATE
Department/Division Manager		Interdisciplinary Team	
Unit Medical Director (if applicable)		Governing Board	
Medical Staff Committee (if applicable)		Administration	
Reviewed By:		Reviewed By:	
Reviewed By:		Reviewed By:	

TITLE: Antimicrobial Stewardship Program (ASP)

DEPARTMENT: Pharmacy

SCOPE:
Pharmacy, Lab, Medical Staff, and Nursing

POLICY STATEMENT:
The role of the Antimicrobial Stewardship Program (ASP) is to promote and evaluate the judicious use of antimicrobial agents at Kern Valley Healthcare District and to initiate quality improvement activities that increase responsible and effective use of antimicrobials through a multidisciplinary approach.

POLICY:

A. Effectively reduce or control antimicrobial resistance patterns:
   1. Reduce overuse;
   2. Reduce misuse; and
   3. Optimize empiric prescribing and dosages based on recent Antibiogram information.

B. Optimize patient safety:
   1. Minimize exposure to drug agents;
   2. Reduce and/or eliminate redundant therapy; and
   3. Streamline and de-escalate therapy, when possible.

C. Promote cost containment:
   1. Discontinue therapy as soon as clinically warranted; and
   2. Transition to oral formulations or more cost-effective alternatives when clinically appropriate.

D. Core ASP members include:
   1. Clinical Pharmacists;
   2. Physicians;
   3. Infection Control Nurse;
   4. Chief Nursing Officer or designee;
   5. Nursing Staff (ad hoc),
   6. Clinical Laboratory Scientist,
   7. Quality Improvement Staff, and
   8. Information Technology Staff (ad hoc).

E. Core ASP elements:
   1. Leadership commitment;
   2. Accountability;
   3. Drug Expertise;
   4. Action;
   5. Tracking;
   6. Reporting; and
   7. Education.

PROCEDURE:

1. Leadership commitment
    a. A written statement of support from leadership; and
    b. Salary support for antibiotic stewardship activities if possible.
2. Accountability
3. Drug expertise
    a. At least one pharmacist responsible for antibiotic use;
    b. PK/PD-based approach;
        i. Peak/MIC ratio
        ii. AUC/MIC ratio
        iii. Time>MIC
        iv. Renal dose adjustment
4. Action
    a. Policy requiring prescribers to document indication for all antibiotics when possible;
    b. Facility-specific treatment recommendation (e.g. guidelines and order set);
    c. Antibiotic time out when possible;
    d. Antibiotic restriction; and
    e. Audit with feedback.
5. Tracking
    a. Day of therapy (DOT);
    b. Data on purchasing of medications;
    c. Defined daily dose;
    d. Adherence to facility treatment recommendations is monitored; and
    e. Adherence of the prescriber to policy is monitored.
6. Reporting
    a. Audit with feedback;
    b. Prescribers receive reports of facility or unit-specific antibiotic use; and
    c. Prescribers receive feedback about improving antibiotic prescribing.
7. Education provided to clinicians and relevant staff on improving antibiotic use.

REFERENCES:

Business & Professional Code (B&PC) 4047, B&4076.5, California Code of Regulations (CCR) 1707.2

APPROVAL	DATE	APPROVAL	DATE
Department/Division Manager		Interdisciplinary Team	
Unit Medical Director (if applicable)		Governing Board	
Medical Staff Committee (if applicable)		Administration	
Reviewed By:		Reviewed By:	
Reviewed By:		Reviewed By:	

SOUTHERN INYO SKILLED NURSING

ANTIBIOTIC STEWARDSHIP PROGRAM

Rational

Antibiotics are one of the most frequently prescribed medications in nursing homes, an estimated 40-75% of antibiotic prescriptions in nursing homes may be inappropriate. The extensive use of antibiotic results in the risk of not only adverse drug reactions, but also the development of antibiotic-resistant or even multidrug resistant organisms (MDROs), which pose a significant risk to pour population. To address these complexities, this Antibiotic Stewardship Program represents the facilities leadership's commitment to safe and appropriate antibiotic use.

Purpose

- To affectively address inappropriate antibiotic utilization and decrease the risk of MDROs.
- To optimize clinical outcomes while minimizing resultant complications or adverse events of therapy such as toxicity, drug interactions, C. difficile, disruption of normal flora, colonization and the emergence of antimicrobial resistance.
- To provide guidance on facility-wide system for antibiotic use and monitoring to optimize treatment of infections and resistant outcomes.
- To establish facility leadership responsibility for promoting antibiotic stewardship and providing education to residents, families and nursing home staff on safe antibiotic use.

Timely and appropriate initiation of antibiotic therapy

1. Facility staff will utilize a change of condition process to identify changes in residents' status at the earliest opportunity.
2. Licensed nursing staff will document resident change of condition including the use of SBAR and clinical care paths as indicated.
3. Licensed nursing staff will complete timely notification to the responsible medical practitioner of the resident's status including underlying resident characteristics and/or condition.
4. Licensed nursing staff will complete timely notification of the residents' responsible party regarding the change of condition and plan of care.
5. When the resident's clinical status has been identified as in need of antibiotics or the resident was admitted to facility on antibiotic therapy, the licensed nursing staff are responsible for the following:

- Verifying with prescriber antibiotic indication or diagnosis, dose, expected start and duration of therapy.
- Verifying cultures or other microbiologic and/or radiologic testing (i.e. specimens, X-rays, etc.) was obtained prior to staring antibiotic therapy.

- Considering microbiologic susceptibility reports and patterns to verify antibiotic therapy tailored to culture and sensitivity results.

- Notifying antibiotic prescriber if antibiotics with overlapping activity or combination therapy are present, antibiotic susceptibility issues have been identified.

- Determining and verifying antibiotic allergies prior to initiating therapy.

- Licensed nursing staff will review anticoagulants that resident may be on with prescribing physician prior to initiation of antibiotic use as some antibiotics may increase risk of bleeding.

- Starting antibiotic treatment promptly when ordered. Verifying orders reported timely to the designated pharmacy provider to ensure antibiotics are readily available for administration. Reporting any delays in the initiation of prescribed antibiotic therapy to the Director of Nursing Services or designee for assistance with resolution and the responsible medical provider as indicated.

- Monitoring and documenting residents' clinical status and response to antibiotic therapy, including three days post-therapy.

6. The facility's Infection Preventionist, clinical team or designee will compare the resident's clinical presentation to the infection prevention manual's surveillance definitions for required criteria before the resident's event can be considered an infection.
- Determine whether the resident's clinical symptoms are new or acutely worse.
- Noninfectious causes of signs and symptoms have been considered and evaluated (such as seasonal allergies, new medications, adverse drug reaction, skin irritation, allergic reactions, eczema, dietary/food issues, trauma, CHF, etc.)
- Microbiologic or radiologic findings and/or diagnoses by a physician alone isn't sufficient for a surveillance definition of infection. These must be accompanied by documentation of clinical presentation of compatible signs and symptoms.

Appropriate antibiotic administration and de-escalation of therapy

1. During the Clinical Meeting process, the clinical team will review residents on antibiotic therapy:
- Review resident's clinical presentation and documentation of status to ensure adequate documentation of change of condition, timely notification of medical provider and rationale for decisions regarding treatment options.
- Verify diagnostic testing and cultures were obtained and reported timely to responsible practitioner in order to differentiate colonization from true infection and to stop or de-escalate antibiotic therapy based on diagnostic testing and/or culture results.

- Review the rationale for the current treatment regimen, antibiotic selection, dosing, route and duration of therapy for any opportunities for antimicrobial optimization.
- If current antibiotic treatment plan is justified, then no interventions will be made.
- If indicated by an opportunity for optimization, notify medical provider of need to alter antibiotic therapy based on culture and sensitivity results.
- Verify adequate documentation of ongoing follow-up assessment, rational for decisions for continuation or discontinuation of antibiotic therapy.
- Verify monitoring for toxicity, adverse drug reactions, dosage adjustments and administration of prescribing therapy.
- Verify monitoring for toxicity, adverse drug reactions, dosage adjustments and administration of prescribed therapy.

2. Use appropriate evidence-based guidelines to limit antibiotic use and prevent unnecessary follow-up testing:

- Refer to pharmacy evidence-based clinical references for guidelines on duration of antibiotic treatment as indicated.
- Consider an infectious disease practitioner referral or Pharmacist medication regimen review for appropriate antibiotic utilization in complex situations and/or to improve selection or administration.
- Monitor and verify documentation of resident response to antibiotic therapy to demonstrate clearance of infection instead of follow –up micro cultures.
- Utilize the medical director, consulting pharmacist and/or nursing administrative leadership support prescribing clinician ASP participation.

Data monitoring and reporting

1. The facility's designated Infection Preventionist will be responsible for updating infection control surveillance data with infections and antibiotic utilization activity.
2. Infection surveillance monitoring includes C. difficile rates and antibiotic resistant patterns.
3. Infection surveillance will include reporting provided by laboratory.
4. Antibiotic surveillance tracking will include the number and type of interventions and/or recommendations made under the antibiotic stewardship program and acceptance/implementation of ASP recommendations.
5. Antibiotic surveillance will include the quantity total antimicrobial use and duration of therapy (defined in daily doses or days of therapy).
6. Overall functions, surveillance and other activities of the antibiotic stewardship program (ASP) is the responsibility of the facility's QAPI/CQI Safety sub-committee. Surveillance monitoring and data from antibiotic stewardship activities will be reviewed and analyzed by the Safety sub-committee as part of the facility's overall infection prevention and control program for feedback and identification of improvement opportunities. The ASP will review on an annual basis and as needed.

Education and Feedback

1. The facility's IP, Director of Staff Development (DS) or designee will be responsible for providing written quarterly feedback to prescribing clinicians on antibiotic use, ASP compliance, prescribing practices, antibiotic resistance patterns, medical record reviews, surveillance data or any other information to assist with improving overall antibiotic utilization activity.
2. The IP, DSD or designee will provide annual education to facility staff on antibiotic use, the facility's ASP, antibiotic use protocols or other topics towards maximizing resident outcomes. Additional training using a variety of training methods will be provided as indicated by staff compliance and/or data trends.
3. The facility will provide residents, family member or the responsible party with verbal or written information about antibiotics, the associated risk and the facility's ASP. Additional follow up education will be provided as indicated by the resident's clinical status or other identified concern.

Policies and Procedures approved by Medical Staff 07/30/2018:

1. Supportive Services SNF/Swing Bed
2. Discharge Summary SNF/Swing Bed
3. Swing Bed Chart Check
4. Generic Substitution
5. Controlled Drug Distribution
6. Controlled Substance Reports - Omnicell
7. Formulary
8. Biological Chemical Indications for Monitoring Steam Sterilization
9. Admissions- Social Services Concern/Grievance Procedure
10. Potassium replacement Guidelines Physical Order
11. Acute Alcohol Withdrawal Orders
12. Elopement/Wandering Prevention
13. Elopement Wandering
14. Safety Devices
15. Safety Devices
16. Elopement Incident Search Assignment
17. Missing Resident Policy Audit
18. Bed-hold
19. Transfer and Discharge
20. Medication Error Analysis Tool
21. Black Box Warning Drug List 2018
22. Informed consent

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SOUTHERN INY HEALTHCARE **POLICY/PROCEDURE**

TITLE: Supportive Services

DEPARTMENT: Skilled Nursing Facility & Swing Bed **PAGE 1 OF 1**

SCOPE: Social Service

POLICY STATEMENT: Social Services assist residents in obtaining needed clinical and supportive services.

PROCEDURE:

A. Social Services or designee coordinates special needs and services in conjunction with the Nursing Department.

B. Social Services or designee will assists individuals with routine, episodic and emergency dental care needs promptly.
   a. ***"Routine Dental Services"*** *means an annual inspection of the oral cavity for signs of disease, diagnosis of dental disease, dental radiographs as needed, dental cleaning, fillings (new and repairs), minor partial or full denture adjustments, smoothing of broken teeth, and limited prosthodontic procedures, e.g., taking impressions for dentures and fitting dentures.*
   b. ***"Emergency dental services"*** *includes services needed to treat an episode of acute pain in teeth, gums, or palate; broken, or otherwise damaged teeth, or any other problem of the oral cavity that required immediate attention by a dentist.*
   c. ***"Promptly"*** *means within 3 business days or less from the time the loss or damage to dentures is identified unless the facility can provide documentation of extenuating circumstances that resulted in the delay.*

C. Social Service or designee will assist individuals with referral process of assistive devices to support vision and hearing needs as needed.

D. These services are provided by qualified professionals.

E. Social Service will assist with arranging transportation, if needed for above consultations.

F. Before any consultations, a physician order is obtained from the resident's primary care physician.

REFERENCES: State Operations Manual 483.15 (a) (2) iii, 483.25 (a) F 620

APPROVAL	DATE
Department/Division Manager	6/9/2018
Medical Director (if applicable)	7/26/2018
nterdisciplinary Team	7/26/2018
Medical Staff Committee (if applicable)	
Governing Board	

January to December 2018
SNF

	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018
Pharmacy												
F 756 Monthly Medication Drug Revi	n/a	n/a	n/a	24/24	pending	pending						
Social Service	n/a	n/a	n/a									
F 552 Informed Consents	n/a	n/a	n/a	20/28	38/38	40/40						
MDS Tags	n/a	n/a	n/a									
F 641 accuracy of Assessments	n/a	n/a	n/a	4/5	5/5	4/4						
Infection Control Tags	n/a	n/a	n/a									
	n/a	n/a	n/a									
	n/a	n/a	n/a									
F 656 Care Plans	n/a	n/a	n/a	3/8	10/10	10/10						
F 725 Adequate Staffing	n/a	n/a	n/a	26/30	26/31	26/30						
F 726 Competent Nursing Staff	n/a	n/a	n/a	24/28	28/28	32/32						
F 881 Impliement ASP	n/a	n/a	n/a	n/a	0	7/24/2018						
	n/a	n/a	n/a									
	n/a	n/a	n/a									
	n/a	n/a	n/a									
	n/a	n/a	n/a									
	n/a	n/a	n/a									
	n/a	n/a	n/a									
Dietary	n/a	n/a	n/a									
F 801 Qualified Dietary Staff	n/a	n/a	n/a	7/10	10/10	10/10						
F 802 Sufficient Dietary Support	n/a	n/a	n/a	yes	yes	yes						
F 804 Appropriate Temp of foods	n/a	n/a	n/a	no	yes	yes						
F 812 Food Storage	n/a	n/a	n/a	no	yes	yes						
	n/a	n/a	n/a									
Improvement Projects	n/a	n/a	n/a									
Admission Process	n/a	n/a	n/a									
	n/a	n/a	n/a									
	n/a	n/a	n/a									
	n/a	n/a	n/a									

SOUTHERN INYO HEALTHCARE **POLICY/PROCEDURE**

TITLE: Discharge Summary

DEPARTMENT: Skilled Nursing Facility & Swing Bed **PAGE 1 OF 1**

SCOPE: Nursing/ Social Service

POLICY STATEMENT: A discharge summary is written for residents with an anticipated discharge.

PROCEDURE:

A. An anticipated discharge is not due to an emergency (such as hospitalization for an acute condition) or the resident's death.

B. The discharge summary contains a recapitulation of the resident's stay and status. It is documented on the Interdisciplinary Discharge Summary or as a narrative in the medical record.

C. Social Services review the resident's social, emotional, and mental status as well as any significant events or changes during their stay.

D. The Interdisciplinary Team members document their portions in the medical record related to the discharge planning process.

E. Social Services also address the following discharge issues in the medical record:
1. Emotional issues and recommended interventions.
2. Community/agency resources to be utilized after discharge.
3. Cognitive impairments, resulting problems and means of supporting.
4. Relationship issues and methods of addressing.

REFERENCES: State Operations Manual 483.21 © (1), F 660, F 661, A-1541 483.20 (l)

APPROVAL	DATE
Department/Division Manager	6/9/2018
Medical Director (if applicable)	7/26/2018
Interdisciplinary Team	7/26/2018
Medical Staff Committee (if applicable)	
Governing Board	

Patient Label

Swing Bed Chart Check

Not to be a permanent part of the record

Swing Bed: Admission Date: _____Discharge Date:_____Discharge Nurse_____

Initial on line when the following has been completed:
Upon admission to swing bed status:

___1. Document height and weight
___2. Enter smoking status

___3. Re-verify completed patient profile

___4. Swing bed (new) admission order set

___5. Complete Swing Bed assessments in EHR

___6. Place new face sheet in chart

___7. Complete patient rights form

___8. Swing bed patient and/or family/significant other invitation letter provided to IDT meetings Thursdays at 10am

___9. Swing bed transfer and discharge notification

___10. Activity Director notes, assessment and care plan

___11. Speech/OT/PT notes

___12. Obtain physicians order to renew plan of care and orders every 14 days.

___13. Physicians discharge summary completed from acute status to Swing bed status and place in swing chart

___14. Physician's admission H&P with added addendum which must include swing bed admission and placed in swing bed chart

___15. Medications must have diagnosis and/or indication for use

On Discharge:

___1. Make sure above has been completed

___2. Medication on discharge have diagnosis/indication

___3. Complete discharge portions in EHR

Forward this check list onto Shannon Jimerson CNO once completed.

Skilled Nursing Facility - Quality Assurance Statistics

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Daily Average Census	n/a	n/a	n/a	24	26	23						
Resident Care Days	n/a	n/a	n/a	720	780	690						
Pressure Ulcers	n/a	n/a	n/a									
Total # of decubitus	n/a	n/a	n/a	4	4	1						
Present on Admission	n/a	n/a	n/a	0	0	n/a						
Acquired after Admission	n/a	n/a	n/a	4	4	1						
Total # of residents	n/a	n/a	n/a	24	26	24						
Stage 1	n/a	n/a	n/a	1	1	n/a						
Stage 2	n/a	n/a	n/a	2	2	n/a						
Stage 3	n/a	n/a	n/a	n/a	n/a	1						
Stage 4	n/a	n/a	n/a	1	1	n/a						
Unstageable	n/a	n/a	n/a	n/a	n/a	n/a						
Nutrition at Risk	n/a	n/a	n/a									
Sig. Weight Changes	n/a	n/a	n/a	3	3	3						
# weight gain	n/a	n/a	n/a	1	1	2						
# weight loss	n/a	n/a	n/a	2	2	1						
Falls	n/a	n/a	n/a									
Falls- Total # of falls	n/a	n/a	n/a	0	3	2						
Total # w/Injury	n/a	n/a	n/a	0	1	2						
minor injury	n/a	n/a	n/a	0	1	1						
major injury	n/a	n/a	n/a	0	0	1						
Antibiotic Use	n/a	n/a	n/a									
# of res tx'd with ABX	n/a	n/a	n/a	6	5	6						
# of Antibiotics	n/a	n/a	n/a	6	5	6						
UTI Asymptomatic/Symptomatic	n/a	n/a	n/a	3	2	0/6						
Pneumonia/Bronchitis	n/a	n/a	n/a	0	1	0						
Wounds	n/a	n/a	n/a	1	1	1						
Skin	n/a	n/a	n/a	0	1	0						
Fungal	n/a	n/a	n/a	2	3	3						
Psychotropic Use												
Total # of residents	n/a	n/a	n/a	24	26	23						

Skilled Nursing Facility - Quality Assurance Statistics

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Antianxiety	n/a	n/a	n/a	7	10	8						
Antidepressant	n/a	n/a	n/a	6	9	10						
Antipsychotic	n/a	n/a	n/a	6	6	6						
Mood Stabilizer	n/a	n/a	n/a	2	3	2						
Hypnotics	n/a	n/a	n/a	7	10	10						
New Psychotropic Medication	n/a	n/a	n/a	n/a	9	4						

(A)

Vicki Torix

From: Neima Ghassemian <neimaghassemian@gmail.com>
Sent: Monday, July 30, 2018 3:59 PM
To: Anne Bramhall
Cc: Shannon Jimerson; Vicki Torix
Subject: Re: Controlled Drug P&P Rvised

Hello anne,

Please add this section into the controlled substance P&P

GENERIC SUBSTITUTION

In order to ensure high quality therapy and maintain good formulary management, the Pharmacy will automatically substitute state-approved generically equivalent medications, when possible and appropriate.

Definition:

Generic substitution is the interchange of drug products that contain the same active ingredients and are chemically identical in strength, concentration, dosage form, and routine of administration to the drug product prescribed. The interchange is designated a generic substitution.

Procedure:

☐ The Department of Pharmacy Services with the Medical Staff approval, will determine which generic drug(s) will be stocked in the pharmacy based upon cost or other dispensing/procurement issues. The pharmacy shall strive for product consistency to avoid unnecessary switching of products dispensed to patients. The Prescriber and pharmacist must exercise professional judgment to determine what is best for the patient. Prescribers have the prerogative to override a generic substitution and can do so by writing in medical order: "Do not substitute" or wording to that effect. If a specific brand name of drug or a specific generic brand is desired, the physician must request this.

On Mon, Jul 30, 2018 at 12:28 PM, Anne Bramhall <abramhall@sihd.org> wrote:
Would like to send this to Medical Exec for approval

--
Neima Ghassemian

Eye

Medication	Strength	Preferred #	Alternate #
Artificial tears	1.40%	2516680	1963792
Cyclogel	1%	1161751	
Erythromycin ointment	3.5 gm	1303791	
Eye wash	4 oz	2162923	
Fluor-I-Strip (fluorescein)	each	4085346	
Gentamicin Sulfate Opthalmic	0.30%	3296092	
Neomycin/Polymyxin B/Hydrocortisone Drops	7.5 ml	3478203	
Neomycin/Polymyxin B/Bacitracin Zinc Ointment	3.5g	1420116	
Prednisolone Acetate Opthalmic	1%	2280469	
Sulfacetamide Sodium Opthalmic	10%	3479938	
Tetracaine 2 ml	0.50%	1074939	1863794

Ear & Nose

Medication	Strength	Preferred #	Alternate #
Antipyrine/Benzocaine/Glycerin Otic drops		3327392	1830884
carbamide peroxide otic drops	6.50%	1427814	
Neomycin/Polymyxin/Hydrocortisone otic drops		4038535	3479896
Oxymetazoline Hydrochloride (Afrin) Nasal Spray	0.05%	3615341	

Topicals

0.9% sodium chloride irrigation	250 ml	2817815	
A&D ointment	5 gm	1295716	
A&D ointment	60 gm	1122126	
bacitracin zinc ointment	0.9 gm	1176023	
benzocaine topical spray	20%	4153276	1360395
benzoin tincture 60 ml	77%	2540383	
betadine solution			
chlorhexidine gluconate	4%		
hydrocortisone cream	1%	1198423	
hydrogen peroxide		2369429	
lidocaine jelly	2%	3498359	
lidocaine topical solution	4%	1060078	
nitroglycerin paste	2%	4159935	4159950
phenaphthazine paper (Nitrazine Paper)	roll	1308626	
Precision Control Solution	pkg of 2	3588761	
Precision Xtra Strips	50	3389616	3292034
Silver Nitrate Sticks		1640390	
Silver Sulfadiazine	50 gm	3320207	
sterile water irrigation	250 ml	4123618	2817864

Rectal

buffered saline laxative (Fleets)	4.5 oz	3587870	1906296
mineral oil enema (Fleets)	135 ml	3343357	1098052

SOUTHERN INYO HOSPITAL
LONE PINE, CALIFORNIA

POLICY AND PROCEDURE

SUBJECT: CONTROLLED DRUG DISTRIBUTION	REFERENCE #7010
DEPARTMENT: PHARMACY	PAGE: 1 OF: 6
	EFFECTIVE: 12/2010
APPROVED BY: Shannon Jimerson Chief Nursing Officer	REVISED: July, 2018

POLICY:

- Southern Inyo Hospital shall hold current registration with the Drug Enforcement Administration (DEA) and appropriate state licensure.

- The Pharmacy Director/designee is responsible for the purchase, storage, accountability and proper dispensing of controlled substances.

- All applicable state and federal laws governing the handling of controlled substances shall be enforced.

- The Pharmacy Department utilizes a perpetual inventory system (Omnicell computer) for all Schedule II controlled substances. The Pharmacy Director/Director of Nurses is responsible for assuring the accuracy and completion of the perpetual inventory system.

PROCEDURE:

- Pharmacy Procurement:

  - The Pharmacy Director or designee shall order controlled substances for this organization.

  - The following individuals are authorized to sign DEA Form 222 for the purchase of Schedule II Controlled Substances:

    Anne Bramhall RN, Drug Room RN

    Shannon Jimerson RN , Director of Nurses

- Pharmacy Receipt of Controlled Substances:

  - All invoices for controlled drugs in Schedules II, III, IV and V will be maintained in a readily retrievable file according to federal guidelines. Invoices for controlled drugs will be marked with a red "C" for filing. The purchaser copy of DEA-222 forms will be kept in a separate file for all Schedule II purchases.

SUBJECT: CONTROLLED DRUG DISTRIBUTION	REFERENCE #7010
DEPARTMENT: PHARMACY	PAGE: 2 OF: 6
	EFFECTIVE: 12/2010
APPROVED BY: Shannon Jimerson Chief Nursing Officer	REVISED: July, 2018

- A transaction record for all controlled substances in Schedules II, III and IV will be maintained by the Hospital (see Omnicell reports). All Schedule II, III and IV drugs are dispensed from drug room as floor stock. All controlled drug records will be maintained for the period required by law and be readily retrievable.
    - A perpetual inventory record of all Schedule II drugs stored in the main Drug Room shall be maintained in Omnicell computer and C2 Log Book.
- The receipt of all Schedule II controlled substances is documented in the perpetual inventory system (Omnicell and hard copy reports).
- Upon receipt of controlled drugs, the packaging is opened and the count, condition and identification of the drugs are verified.

The Pharmacist Designee shall fill out the retained copy of the DEA Form 222 for all Schedule II drugs, indicating the amount received, dates and signs the form. The Pharmacist Designee shall enter the items and expiration date into the Omnicell.

- A carbon copy of the wholesaler's invoice will be attached to the retained copy of the DEA Form 222 and filed.
- Discrepancies in shipment shall be identified and reported to the Pharmacy Director. The entire shipment, including the exterior shipping container, will be segregated in a secure storage area within the Pharmacy Department, pending disposition of investigation.

- Inventory System:
    - A perpetual inventory system is maintained for all Schedule II controlled substances.
    - The physical inventory is compared to the computed balance in the perpetual inventory system and must match when substances are added to or dispensed from stock. All discrepancies must be reconciled immediately.
    - A biannual inventory of all controlled substances shall be taken by a designated pharmacist or designee and shall be kept on file in the Pharmacy Department pursuant to state and federal laws.

SUBJECT: CONTROLLED DRUG DISTRIBUTION	REFERENCE #7010
DEPARTMENT: PHARMACY	PAGE: 3 OF: 6
	EFFECTIVE: 12/2010
APPROVED BY: Shannon Jimerson Chief Nursing Officer	REVISED: July, 2018

- Pharmacy Storage:
  - All Schedule II drugs are stored in a double locked Drug Room and Omnicell.
  - Schedule III, IV and V substances are also stored in locked Drug Room and Omnicell.
  - Keys to Drug Room are kept only by the Pharmacy Director and Director of Nurses. Access to Omnicell is controlled by ID and Pass Codes dispensed by DON and Drug Room RN.
- Dispensing to Patient Care Units:

All controlled drugs in Schedules II, III and IV will be stored in Omnicell. Only licensed personnel shall have access to controlled drugs stored within the Hospital. Licensed personnel include nurses and pharmacists..

- When controlled drugs in Schedules II, III and IV are transferred outside of the main drug room, it is recorded in Omnicell transactions and hard copy reports.
- Each dispensing and each drug administration transaction will be recorded separately; therefore there should be two (2) transaction records for each dose given to a patient. If the nurse retrieves the dose from the controlled drug floor stock inventory, the record of dispensing will be electronically recorded in Omnicell and monthly hard copies printed and stored in Drug Room. The dose administered will also be recorded by the nurse on the medication administration record (MAR or eMAR).
- The perpetual inventory record (in Omnicell) for floor stock controlled drugs in Schedules II, III and IV will be verified by two (2) nurses at each change of shift.
- All Schedule II, III, IV and V drugs are dispensed to the patient care units as secured floor stock.
- To replenish the supply of floor stock drugs, restock reports are printed regularly from the Omnicell and unit based Omnicell are restocked accordingly.

The Pharmacist or designee fills the order and signs into Omnicell with RN witness. The prior amount is noted and restock amount recounted. All transactions are recorded in Omnicell computer and retrievable at anytime by Drug Room Designee or DON.

- The Pharmacist/designee is responsible to audit the monthly reports.

- Disposition of Outdated controlled drugs:

  - SIHD has contracted with Outdate Rx who picks up outdated drugs every quarter from Drug Room. The record of outdated or unused controlled drugs is done in the presence of two (2) licensed individuals who are authorized to control and handle these drugs. Following federal law guidelines the drugs are packaged and shipped to Outdate Rx. Some medication may be repurposed and others are destroyed by Outdate Rx according to federal guidelines. Reports (including DEA forms) are then sent to Chief Operating Officer and Drug Room Designee. Records are maintained in Drug Room for 7 years.
    The outdated and unused controlled drugs are stored under double lock in Drug Room until Outdate Rx licensed personnel pick up every 3 months.

  - Suspected Tampering of Controlled Drugs:

  - Whenever a Pharmacist or licensed staff member discovers an irregularity, i.e., tampering, with the controlled substances, they are responsible for immediately notifying the Pharmacy Director about the suspected tampering.

  - The Pharmacy Director or designee separates the suspected drugs from the other drugs contained in the locker. An incident report shall be generated pending further investigation.

- Discrepancies of Controlled Substances:

  - Discrepancy: When an error occurs in the inventory count which cannot be explained on investigation, the error is to be reported using the Hospital's routine risk management reporting system. These reports will be reviewed bi-monthly by the Medication Use Task Force, the Pharmacy Director and Hospital leadership.

- DEA Form 106 will be completed under the following circumstances:
  - Known or suspected theft of any controlled substances
  - Significant loss of controlled substances

- Physician DEA Registration:

  Only physicians with current DEA registration numbers may prescribe controlled drugs. The DEA numbers of members of the medical staff are recorded in the Pharmacy Department system and Medical Staff Records.
  Triplicate Rx Pads are kept in locked drawer of ER Omnicell and a Prescription Log of all numbered DEA triplicate forms is maintained in ER physician desk. Completed Logs are kept in DEA files in Drug Room for 7 years.

- Generic Substitution

  In order to ensure high quality therapy and maintain good formulary management, the Pharmacy will automatically substitute state-approved generically equivalent medications, when possible and appropriate.

- Definition:

  Generic substitution is the interchange of drug products that contain the same active ingredients and are chemically identical in strength, concentration, dosage form, and routine of administration to the drug product prescribed. The interchange is designated a generic substitution.

- Procedure:

  The Department of Pharmacy Services with the Medical Staff approval, will determine which generic drug(s) will be stocked in the pharmacy based upon cost or other dispensing/procurement issues. The pharmacy shall strive for product consistency to avoid unnecessary switching of products dispensed. The Prescriber and pharmacist must exercise professional judgment to determine what is best for the patient. Prescribers have the prerogative to override a generic substitution and can do so by writing in medical order: "Do

SUBJECT: CONTROLLED DRUG DISTRIBUTION	REFERENCE #7010
DEPARTMENT: PHARMACY	PAGE: 6 OF: 6
	EFFECTIVE: 12/2010
APPROVED BY: Shannon Jimerson Chief Nursing Officer	REVISED: July, 2018

not substitute" or wording to that effect If a specific brand name of drug or a specific generic brand is desired, the physician must request this.

External Resources:
TJC: MM.03.01.01
COP: s418.106
ACHC: 1003

SOUTHERN INYO HOSPITAL
Lone Pine, California

POLICY AND PROCEDURE

Subject: CONTROLLED SUBSTANCE REPORTS - OMNICELL	Reference Number:
Department: Pharmacy	Date Written: 05/2018
APPROVED BY: Shannon Jimerson	Date;
Signature:	
Title:	Page 1 of 1

POLICY

It is the policy of Southern Inyo Hospital to maintain the transaction of controlled substances between Drug Room and Emergency Room, and transaction of controlled substances in the Emergency Room

A. The reports are printed from Omnicell OCRA computer by persons possessing the key to the Drug Room
B. The only persons possessing the key to the Drug Room will be the Drug Room Designee, the Director of Nurses, and the Pharmacist.

C. **The reports of Transactions by date will be printed monthly** with Emergency Room C2 Dispensing log kept in ER; and Drug Room C2 Dispensing Log and Drug Room/ER Control (C3,C4,C5) Dispensing Report kept in Drug Room. To be done at end of each month.

PURPOSE

To ensure controlled substances can be tracked and accounted for.

PROCEDURE

1. Open OCRA to reports, and find **Transaction Report by Date**
2. Set start and stop date for each month of the year
3. Select **Omnisite + ID**
4. Select Drug Room for first C2 report
5. Select SIER for second C2 report
6. Under **Transaction type** select all except A,B,G,V.
7. Select **Control level**: for C2 select 0,1,2
8. For a separate third report select both Drug Room and S1ER
9. And select remaining control level 3,4,5.
10. For **Item ID** select – ALL on each of these reports
11. Print the 3 reports and place in appropriate binder.

Eye

Medication	Strength	Preferred #	Alternate #
Artificial tears	1.40%	2516680	1963792
Cyclogel	1%	1161751	
Erythromycin ointment	3.5 gm	1303791	
Eye wash	4 oz	2162923	
Fluor-I-Strip (fluorescein)	each	4085346	
Gentamicin Sulfate Opthalmic	0.30%	3296092	
Neomycin/Polymyxin B/Hydrocortisone Drops	7.5 ml	3478203	
Neomycin/Polymyxin B/Bacitracin Zinc Ointment	3.5g	1420116	
Prednisolone Acetate Opthalmic	1%	2280469	
Sulfacetamide Sodium Opthalmic	10%	3479938	
Tetracaine 2 ml	0.50%	1074939	1863794

Ear & Nose

Medication	Strength	Preferred #	Alternate #
Antipyrine/Benzocaine/Glycerin Otic drops		3327392	1830884
carbamide peroxide otic drops	6.50%	1427814	
Neomycin/Polymyxin/Hydrocortisone otic drops		4038535	3479896
Oxymetazoline Hydrochloride (Afrin) Nasal Spray	0.05%	3615341	

Topicals

0.9% sodium chloride irrigation	250 ml	2817815	
A&D ointment	5 gm	1295716	
A&D ointment	60 gm	1122126	
bacitracin zinc ointment	0.9 gm	1176023	
benzocaine topical spray	20%	4153276	1360395
benzoin tincture 60 ml	77%	2540383	
betadine solution			
chlorhexidine gluconate	4%		
hydrocortisone cream	1%	1198423	
hydrogen peroxide		2369429	
lidocaine jelly	2%	3498359	
lidocaine topical solution	4%	1060078	
nitroglycerin paste	2%	4159935	4159950
phenaphthazine paper (Nitrazine Paper)	roll	1308626	
Precision Control Solution	pkg of 2	3588761	
Precision Xtra Strips	50	3389616	3292034
Silver Nitrate Sticks		1640390	
Silver Sulfadiazine	50 gm	3320207	
sterile water irrigation	250 ml	4123618	2817864

Rectal

buffered saline laxative (Fleets)	4.5 oz	3587870	1906296
mineral oil enema (Fleets)	135 ml	3343357	1098052

phenyleprine suppository	0.25%	3343670	1963214

Patches

Nicotine Patches

Glucose Monitoring

PrecisionXceed Pro Blood Glucose strips 100 strips

Injectables

Medication	Strength	Preferred #	Alternate #
0. Sodium Chloride Vial	10 ml	1165810	1986298
0.9% Sodium Chloride Syringe	10 ml	4269007	4154076
acetazolamide (Diamox)	500 mg	2328193	
Adenosine	6mg/2ml	3583697	
amiodarone	150 mg/3 ml	3673480	4082483
ampicillin	1 gm	3003605	4313425
atropine	0.4 mg/ml	1467331	
atropine	1 mg/10ml	3512795	2381325
azithromycin (Zithromax)	500 mg	2572618	
bupivacaine 0.25%	10 ml	1583293	1451319
bupivacaine 0.5%	10 ml	1451327	1284728
calcium chloride	1 gm/10 ml	3233962	2398246
calcium gluconate 10%	1 gm/10 ml	1346782	1464924
cefazolin (Ancef)	1 gm	4213096	3559481
ceftriaxone (Rocephin)	1 gm	3675287	4237061
clindamycin (Cleocin)	900 mg/6 ml	1455229	3977758
cyanocobalamin (vitamin B-12)	1000 mcg/ml	2529212	
dexamethasone (Decadron)	10 mg/ml	1154020	3686805
dextrose 50 %	25 gm/50 ml	1457746	
di in	500 mcg/2 ml	2365369	3764743
diphenhydramine (Benadyrl)	50 mg/ml	1020700	
enalapril (Vasotec)	1.25 mg/ml	2980837	
enoxaparin (Lovenox)	100 mg/ml	3477628	
enoxaparin (Lovenox)	40 mg/0.4 ml	3479045	
enoxaparin (Lovenox)	80 mg/0.8 ml	3479052	
epinephrine 1:10,000	1 mg/10ml	2381176	
epinephrine 1:1000	1 mg/1 ml	1457738	
etomidate 20 mg	2 mg/ml	2532141	4324505
flumazenil	0.5 mg/5 ml	4252953	3612108
furosemide (Lasix) 40 mg	10 mg/ml	1454891	
gentamicin	80 mg/2 ml	1404672	
glucagon	1 mg	2908796	
haloperidol (Haldol)	5 mg/ml	3295995	
heparin	10,000 units	4327763	1377936
heparin (heplock flush)	100 units/ml	1408335	
hydrocortisone (Solucortef)	250 mg	1803337	
ketamine	50 mg/ml	2487502	3699469
ketorolac (Toradol)	30 mg/ml	2573368	
ke lac (Toradol)	60 mg/2 ml	2573384	
labetolol	5 mg/ml	2923811	2927671

lidocaine 1 %	20 ml	1496207	
lidocaine 1 % with epinephrine	20 ml	1028356	
l caine 2 %	100 mg/5 ml	2892586	
lidocaine 2 %	20 ml	1496199	
lidocaine 2 % with epinephrine	20 ml	1028026	
magnesium sulfate 50 %	1 gm/2 ml	1449131	
mannitol 25 %	12.5 gm/50 ml	1451400	
medroxyprogesterone (Depo-Provera)	150 mg/ml	3608379	
methylprednisolone (Depomedrol)	80 mg/ml	1346998	
methylprednisolone (Solumedrol)	1 gm	1325935	
methylprednisolone (Solumedrol)	125 mg/2 ml	4282117	4234274
metoclopramide (Reglan)	10 mg/2 ml	1003680	
metoprolol (Lopressor)	5 mg/5 ml	4291183	3507233
naloxone (Narcan)	0.4 mg/ml	1591122	
naloxone (Narcan)	2 mg/2 ml	3259918	
ondansetron (Zofran)	4 mg/2 ml	4123683	
oxytocin (Pitocin)	10 units/ml	3985454	
pantoprazole (Protonix)	40 mg	3655578	
phenolamine mesylate (Regitine)	5 mg	2758944	
phenytoin (Dilantin)	250mg/5 ml	1417658	3932597
phytonadione (Vitamin K)	10 mg/ml	1453166	
racillin/tazobactam (Zosyn)	3.375 gm	3705555	
procainamide	1 gm/2 ml	1139278	
promethazine (Phenergan)	50 mg/ml	1320076	4097242
protamine sulfate	250 mg	1432400	
sodium bicarb 8.4%	50 ml	2381341	
sterile water	10 ml	1986280	
sumatriptan (Imitrex)	6 mg/ml	4160552	4194163
terbutaline	1 mg/ml	3573433	4274650
thiamine	100 mg/ml	1406651	
triamcinolone acetonide (Kenalog)	40 mg/ml	1284975	4240420
vancomycin	1 gm	1554443	
vecuronium	20 mg	2974186	
verapamil 5 mg vial	2.5 mg/ml	1070325	1727296

Tablets

Medication	Strength	Preferred #	Alternate #
ac[illegible]minophen	325 mg	3679933	2768562
acetaminophen/diphenhydramine (Tylenol PM)	500 mg/25 mg	2236479	1221142
amiodarone	200mg	4063368	2922441
amoxicillin	250 mg	4144861	none
amoxicillin/clavulanic (Augmentin XR)	1000 mg	4300059	3516226
apixaban (Eliquis)	5 mg		
aspirin	81 mg	1498807	3510955
aspirin EC	325 mg	3998200	3601275
atenolol	50 mg	1838424	none
atorvastatin			
azithromycin (Zithromax)	250 mg	3691276	none
calcium carbonate (Tums)	500 mg	2345007	1623222
calcium citrate (Citracal)		4268553	none
calcium polycarbophil (Fiber Lax)	625 mg	2566214	2445922
carbamazepine (Tegretol)	200 mg	4241253	1478072
carvedilol	6.25 mg	4097960	4015996
cephalexin (Keflex)	250 mg	1543354	none
ciprofloxacin (Cipro)	500 mg	4221263	3601333
clindamycin	150 mg	4033940	1837343
cl[illegible]dine (Catapress)	0.1mg	1422658	3679057
clopidogrel (Plavix)	75 mg	2785715	none
Co Q-10	100 mg	3781283	3447091
cyclobenzaprine (Flexeril)	10 mg	3950722	1751072
dexamethasone	4 mg	1300995	none
digoxin (Lanoxin)	0.125 mg	3587169	4144812
diphenhydramine (Benadryl)	25 mg	3301918	2812543
docusate sodium (Colace)	250 mg	2168458	none
doxycycline	100 mg	1395896	3301835
enalapril (Vasotec)	5 mg	2997823	2997823
famotidine (Pepcid)	20 mg	3235215	none
ferrous sulfate (iron)	325 mg	3652054	3396074
fish oil	1200 mg	1446285	none
folic acid	400 mcg	1611102	none
furosemide (Lasix)	20 mg	1285691	none
glipizide	5 mg	4234258	2225175
hydrochlorothiazide	25 mg	4306908	3376613
hydroxyzine	10 mg	4149688	4261178
ibuprofen	200 mg	2820496	none
ib[illegible]ofen	400 mg	4237137	none
isosorbide mononitrate (Imdur ER)	30 mg	3741956	none

labetolol	100 mg	4304192	none
levofloxacin (Levaquin)	500 mg	4249637	
[illegible]opril	5mg		
loperamide (Immodium)	2 mg	3613387	
loratidine	10 mg	3574167	
Lorazepam (Ativan)	1mg		
magnesium delayed release (MagDelay)		2366763	2276616
meclizine (Antivert)	25 mg	3503729	1265552
metformin	500 mg	4279873	3739273
methocarbamol (Robaxin)	750 mg	3951852	
metoclopramide (Reglan)	10 mg	3952553	1203173
metoprolol (Lopressor)	50 mg	4032249	
metronidazole (Flagyl)	250 mg	3905759	1580471
multivitamins tablets		1916329	
nitrofurantoin (Macrodantin)	50 mg	1698158	
nitroglycerin tabs	0.4 mg	3728219	3714961
ondansetron (Zofran)	4 mg ODT	4061404	3995685
pantoprazole (Protonix)	40 mg	4161329	
Pen VK	250 mg	3508249	
phenazopyridine (Pyridium)	100 mg	4109906	
phenytoin (Dilantin)	100 mg	2874188	
[illegible]ssium chloride (K-Lor Con)	20 mEq	4244182	4276655
prednisolone (Prednisone)	10 mg	3609377	
pseudoephedrine (Sudafed)	30 mg	2530343	
simethicone	80 mg	3952983	
sulfamethoxazole/trimethoprim (Bactrim DS)	800 mg/160 mg	1594233	3571528
tamiflu	30 mg	4034880	
tamiflu	45 mg	4034898	
triamterene/htcz	37.5 mg/25 mg	2956530	1569995
verapamil	120 mg	2098283	
vitamin B-1	100 mg	1213644	2294239
vitamin B-6	100 mg	2162741	1209444
vitamin B-12 (Cyanocobalamin			
vitamin C	500 mg	2163087	1430354
vitamin D	2000 IU	4336442	4033403
vitamin E	400 IU	2162998	
warfarin (Coumadin)	2.5 mg	3580065	
warfarin (Coumadin)	5 mg	3580099	
zinc	50 mg	1375948	
ziprasidone (Geodon)	20 mg	3273018	3010634

Liquids

Medication	Strength	Preferred #	Alternate #
acetaminophen (Tylenol)	160 mg/5 ml	2163491	1241512
acetylcysteine (Mucomyst)	200 mg/ml	2400919	
activated charcoal	50 gm	4076212	
activated charcoal with sorbitol	25 gm	4076337	
amoxicillin	250 mg/5 ml	3879962	3879988
amoxicillin clavinate 75 ml	250 mg/5 ml	4243283	
azithromycin suspension 30 ml	1200 mg/30 ml	3691342	
belladonna alkaloids/phenobarbitol (Donnatol)	16.2 mg/5 ml	3667490	
bismuth subsalicylate (Pepto-Bismol)	8 oz	1245505	
cephalexin (Keflex)	250 mg/5 ml	1543347	
diphenhydramine (Benadyrl)	12.5 mg/5 ml	2755494	1396910
guaifenesin syrup	100 mg/5 ml	3646940	
ibuprofen (motrin) 120 ml	100 mg/5 ml	3973690	3345246
lidocaine viscous 100 ml	2%	4015178	2782514
magnesium citrate	296 ml	1382431	2582450
milk of magnesium		1631464	2306330
multivitamins liquid (Thera-Plus)	4 oz	2575470	
mycostatin (Nystatin)	500,000 units/5 ml	3682838	4056693
mylanta regular strength		2164317	3682325
Pedialyte	bottle	3881349	
prednisolone (Pediapred)	5 mg/5 ml	3484532	
sodium polystyrene (Kayexalate)	15 gm/60 ml	1482678	
sulfamethoxazole/trimethoprim (Bactrim)	200 mg/40 mg/5 ml	3948841	2782480

Respiratory

albuterol MDI 60 metered inhalations	90 mcg	4241410	4094686
albuterol prepack	2.5 mg/3 ml	3273430	3273413
ipratropium (Atrovent) prepack	0.5 mg/2.5 ml	4245874	3494713
xopenex prepack (not diluted)	1.25 mg	4246526	3594934

Refrigerator

Medication	Strength	Preferred #	Alternate #
acetaminophen supp	120 mg	1250737	
acetaminophen supp	325 mg	1310770	
acetaminophen supp	650 mg	1241017	
ammonia inhalant		1612043	
bisacodyl supp	10 mg	1321157	1531623
diltiazem injectable	25 mg/5 ml	2440964	4207494
Diphtheria/Tetanus/Pertussis vaccine	0.5 ml		
famotidine injectable	20 mg/2 ml	3232949	
folic acid	5 mg/ml	1250307	
glargine insulin (Lantus)	100 units/ml	3238193	
glycerin supp		1531680	
haemophilis B vaccine	10 doses		
hepatitis A vaccine			
hepatitis B vaccine			
human papillomavirus vaccine	dose	3737467	
humulin N insulin	100 units/ml	1325398	4329819
humulin R insulin	100 units/ml	1325240	4273850
influenza vaccine			
lorazepam injectable	2 mg/ml	2802866	
Measles/Mumps/Ruebella vaccine			
methylergonovine (Methergine)	0.2 mg/ml	4309746	
octreotide (Sandostatin)	0.1 mg/ml	3657301	3725744
pneumococcal vaccine		1563071	
polio vaccine			
promethazine supp	25 mg	3327210	
racemic epinephrine	2.25%	3235652	
succinylcholine (Anectine)	20 mg/ml	1293604	
tenecteplase (TNKase)	50 mg	2964955	
Tetanus Diphtheria vaccine	0.5 ml	3634177	
Tetanus/Diphtheria/Pertussis vaccine	0.5 ml	3690476	400-15
Tetanus Immune Globulin (Hypertet)			
tuburculin purified skin test	1 ml	4072344	

IVPB & IV Fluids & Drips

Item Description	Strength/Size	Preferred #	Alternate #
1/2 NS	1000 ml	2229664	
albumin 25 %	12.5 gm/50 ml	1451400	
D5 1/2 NS	1000 ml	1617596	
D5NS	1000 ml	2108843	
D5W	100 ml		
D5W	500 ml		
D5W	1000 ml		
dobutamine in 250 ml D5W	1 mg/ml	2112407	
dopamine 800 mg premixed	800mg/500 ml		
levofloxacin (Levaquin)	500 mg	4305793	
lidocaine gtt premixed	2 gm/500 ml	2126605	
LR	1000 ml		
metronidazole (Flagyl)	500 mg	4161006	1170133
nitroglycerin gtt	50 mg/250 ml	2543395	1858208
NS	100 ml	2107027	
NS	250 ml	1135284	1617620
NS	500 ml	3396728	
NS	1000 ml	3660339	
NS flushes	10 ml	4153987	4154076
potassium chloride	20 mEq/100 ml	2119220	

Narcotics

Medication	Strength	Preferred #	Alternate #
acetaminophen/codeine (Tylenol #3)	300mg/30mg	3335478	3953064
acetaminophen/codeine elixir	120 mg/12 mg/5 ml	1419001	none
diazepam (Valium)	2 mg	1144054	none
diazepam injectable (Valium)	10 mg/2 ml	4097648	3684172
fentanyl	100mcg/2ml	3696895	2771038
hydrocodone/acetaminophen (Vicodin)	5mg/500mg	3333499	2097103
hydromorphone injectable (Dilaudid)	2 mg/1 ml	4116760	none
lorazepam (Ativan)	1 mg	3951266	1803287
lorazepam injectable (Ativan)	2 mg/1 ml	2802866	none
midazolam (Versed)	2 mg/2 ml	4231247	2802866
morphine sulfate injectable	10 mg/1 ml	2771293	2738433
promethazine/codeine syrup	6.25 mg/10 mg/5 ml	1803428	none
tramadol (Ultram)	50 mg	4287405	3391836

Southern Inyo Hospital **Policy and Procedure**

Policy Subject: Biological/Chemical Indicators for Monitoring Steam Sterilization	**Effective Date: 02/14/18**
Manual: Central Service	**Page:** 1 of 2

Policy:

Culture/Spore testing/Biological indicators (by Verify, a self-contained biological Indicator) will be performed each time a kit (suture, tracheostomy, plastic surgery, thoracotomy kit) is sterilized.

Purpose:

To follow CDC guidelines to confirm the sterility of the load that was sterilized.

Procedure:

1. Remove a Verify Self-Contained Biological Indicator from dispenser box.
2. Label the indicator with pertinent information
    a. Date of sterilization
    b. Activate indicator by pressing firmly on cap (in the black holder)
3. Place in sterilization pouch and seal
4. Place indicator in the lower front portion of the sterilizer and vary location in areas most difficult to sterilize, over the drain, or middle shelf.
5. Load the sterilizer as you normally would, not overloading.
6. Process the load according to the sterilizer manufacturer's instructions.
7. After the completion of the cycle, allow indicator to cool for 15 minutes.
8. Retrieve the BI (Biological Indicator) vial and confirm the chemical indicator on the vial has turned brown.
9. If process BI indicator did not change color, notify supervisor and check sterilization procedures.
10. Activation and Incubation: Activate the processed BI (within 8 hours of processing). Safety glasses should be worn when handling and crushing processed BI vials. Activate the processed BI vial by gently crushing the inner glass media tube using the built in vial crusher.
11. Gently tap the vial on a hard surface to assist the mixing of the growth medial with the spore strip.

Policy Subject: Biological/Chemical Indicators for Monitoring Steam Sterilization	**Effective Date: 02/14/18**
Manual: Central Service	**Page:** 2 of 2

12. As a control, an unprocessed BI vial (from the same lot) must be crushed with built in vial crusher. Controls indicate that the spores were viable at the time of use and the incubator is heating properly.
13. Place both the processed and Control BI vials in the incubator. A light will illuminate when the incubator is plugged in and functioning.
14. Incubate at the preset temperature of 55-60*][C (131-140*F) for 24 hours, checking for spore growth the morning after and at minimum of 24 hours.
15. Monitoring and Test Results: the Control (unprocessed) vial should indicate spore growth by the medial changing from purple to yellow (indicating spore growth) All positive SCBI's should be disposed of immediately. Do not continue to incubate a positive SCBI. Continued growth may result in metabolism of amino acids causing the pH to rise and resulting in a color reversion. Turbidity is a positive for growth.
16. The processed BI vial should have no color change in the purple media after processing and no turbidity. . This indicates proper sterilization and a negative result or no growth.
17. For unexpected positives, do a Gram stain inside the sterilizer on the site of BI vial. Gram positive rods will indicate an indicator organism.
18. Any positive result should be recorded and reported immediately to nursing supervisor and sterilizer should be taken out of service until the issue is resolved.
19. Results are recorded on the form headed Biological Monitoring systems.
20. Dispose of processed indicators in Biohazard Container.

Alcohol Withdrawal Assessment Scoring Guidelines (CIWA - Ar)

Nausea/Vomiting - Rate on scale 0 - 7

0 - None
1 - Mild nausea with no vomiting
2
3
4 - Intermittent nausea
5
6
7 - Constant nausea and frequent dry heaves and vomiting

Tremors - have patient extend arms & spread fingers. Rate on scale 0 - 7.
0 - No tremor
1 - Not visible, but can be felt fingertip to fingertip
2
3
4 - Moderate, with patient's arms extended
5
6
7 - severe, even w/ arms not extended

Anxiety - Rate on scale 0 - 7
0 - no anxiety, patient at ease
1 - mildly anxious
2
3
4 - moderately anxious or guarded, so anxiety is inferred
5
6
7 - equivalent to acute panic states seen in severe delirium or acute schizophrenic reactions.

Agitation - Rate on scale 0 - 7
0 - normal activity
1 - somewhat normal activity
2
3
4 - moderately fidgety and restless
5
6
7 - paces back and forth, or constantly thrashes about

Paroxysmal Sweats - Rate on Scale 0 - 7.
0 - no sweats
1- barely perceptible sweating, palms moist
2
3
4 - beads of sweat obvious on forehead
5
6
7 - drenching sweats

Orientation and clouding of sensorium - Ask, "What day is this? Where are you? Who am I?" Rate scale 0 - 4
0 - Oriented
1 – cannot do serial additions or is uncertain about date

2 - disoriented to date by no more than 2 calendar days

3 - disoriented to date by more than 2 calendar days
4 - Disoriented to place and / or person

Tactile disturbances - Ask, "Have you experienced any itching, pins & needles sensation, burning or numbness, or a feeling of bugs crawling on or under your skin?"
0 - none
1 - very mild itching, pins & needles, burning, or numbness
2 - mild itching, pins & needles, burning, or numbness
3 - moderate itching, pins & needles, burning, or numbness
4 - moderate hallucinations
5 - severe hallucinations
6 - extremely severe hallucinations
7 - continuous hallucinations

Auditory Disturbances - Ask, "Are you more aware of sounds around you? Are they harsh? Do they startle you? Do you hear anything that disturbs you or that you know isn't there?"
0 - not present
1 - Very mild harshness or ability to startle
2 - mild harshness or ability to startle
3 - moderate harshness or ability to startle
4 - moderate hallucinations
5 - severe hallucinations
6 - extremely severe hallucinations
7 - continuous hallucinations

Visual disturbances - Ask, "Does the light appear to be too bright? Is its color different than normal? Does it hurt your eyes? Are you seeing anything that disturbs you or that you know isn't there?"
0 - not present
1 - very mild sensitivity
2 - mild sensitivity
3 - moderate sensitivity
4 - moderate hallucinations
5 - severe hallucinations
6 - extremely severe hallucinations
7 - continuous hallucinations

Headache - Ask, "Does your head feel different than usual? Does it feel like there is a band around your head?" Do not rate dizziness or lightheadedness.

0 - not present
1 - very mild
2 - mild
3 - moderate
4 - moderately severe
5 - severe
6 - very severe
7 - extremely severe

Procedure:

1. Assess and rate each of the 10 criteria of the CIWA scale. Each criterion is rated on a scale from 0 to 7, except for "Orientation and clouding of sensorium" which is rated on scale 0 to 4. Add up the scores for all ten criteria. This is the total CIWA-Ar score for the patient at that time. Prophylactic medication should be started for any patient with a total CIWA-Ar score of 8 or greater (ie. start on withdrawal medication). If started on scheduled medication, additional PRN medication should be given for a total CIWA-Ar score of 15 or greater.
2. Document vitals and CIWA-Ar assessment on the Withdrawal Assessment Sheet. Document administration of PRN medications on the assessment sheet as well.
3. The CIWA-Ar scale is the most sensitive tool for assessment of the patient experiencing alcohol withdrawal. Nursing assessment is vitally important. Early intervention for CIWA-Ar score of 8 or greater provides the best means to prevent the progression of withdrawal.

Assessment Protocol a. Vitals, Assessment Now. b. If initial score ≥ 8 repeat q1h x 8 hrs, then if stable q2h x 8 hrs, then if stable q4h. c. If initial score < 8, assess q4h x 72 hrs. If score < 8 for 72 hrs, d/c assessment. If score ≥ 8 at any time, go to (b) above. d. If indicated, (see indications below) administer prn medications as ordered and record on MAR and below.	**Date**												
	Time												
	Pulse												
	RR												
	O_2 sat												
	BP												
Assess and rate each of the following (CIWA-Ar Scale):	**Refer to reverse for detailed instructions in use of the CIWA-Ar scale.**												
Nausea/vomiting (0 - 7) 0 - none; 1 - mild nausea ,no vomiting; 4 - intermittent nausea; 7 - constant nausea , frequent dry heaves & vomiting.													
Tremors (0 - 7) 0 - no tremor; 1 - not visible but can be felt; 4 - moderate w/ arms extended; 7 - severe, even w/ arms not extended.													
Anxiety (0 - 7) 0 - none, at ease; 1 - mildly anxious; 4 - moderately anxious or guarded; 7 - equivalent to acute panic state													
Agitation (0 - 7) 0 - normal activity; 1 - somewhat normal activity; 4 - moderately fidgety/restless; 7 - paces or constantly thrashes about													
Paroxysmal Sweats (0 - 7) 0 - no sweats; 1 - barely perceptible sweating, palms moist; 4 - beads of sweat obvious on forehead; 7 - drenching sweat													
Orientation (0 - 4) 0 - oriented; 1 - uncertain about date; 2 - disoriented to date by no more than 2 days; 3 - disoriented to date by > 2 days; 4 - disoriented to place and / or person													
Tactile Disturbances (0 - 7) 0 - none; 1 - very mild itch, P&N, ,numbness; 2-mild itch, P&N, burning, numbness; 3 - moderate itch, P&N, burning ,numbness; 4 - moderate hallucinations; 5 - severe hallucinations; 6 – extremely severe hallucinations; 7 - continuous hallucinations													
Auditory Disturbances (0 - 7) 0 - not present; 1 - very mild harshness/ ability to startle; 2 - mild harshness, ability to startle; 3 - moderate harshness, ability to startle; 4 - moderate hallucinations; 5 severe hallucinations; 6 - extremely severe hallucinations; 7 - continuous.hallucinations													
Visual Disturbances (0 - 7) 0 - not present; 1 - very mild sensitivity; 2 - mild sensitivity; 3 - moderate sensitivity; 4 - moderate hallucinations; 5 - severe hallucinations; 6 - extremely severe hallucinations; 7 - continuous hallucinations													
Headache (0 - 7) 0 - not present; 1 - very mild; 2 - mild; 3 - moderate; 4 - moderately severe; 5 - severe; 6 - very severe; 7 - extremely severe													
Total CIWA-Ar score:													
PRN Med: (circle one) Diazepam Lorazepam	**Dose given (mg):**												
	Route:												
Time of PRN medication administration:													
Assessment of response (CIWA-Ar score 30-60 minutes after medication administered)													
RN Initials													

Scale for Scoring:
Total Score =
0 – 9: absent or minimal withdrawal
10 – 19: mild to moderate withdrawal
more than 20: severe withdrawal

Indications for PRN medication:
a. Total CIWA-AR score 8 or higher if ordered PRN only (Symptom-triggered method).
b. Total CIWA-Ar score 15 or higher if on Scheduled medication. (Scheduled + prn method)
Consider transfer to ICU for any of the following: Total score above 35, q1h assess. x more than 8hrs required, more than 4 mg/hr lorazepam x 3hr **or** 20 mg/hr diazepam x 3hr required, or resp. distress.

Patient Identification (Addressograph)

Signature/ Title	Initials	Signature / Title	Initials

Alcohol Withdrawal Assessment Flowsheet

SOUTHERN INYO HEALTHCARE **POLICY/PROCEDURE**

TITLE: Admissions – Social Services

DEPARTMENT: Skilled Nursing Facility & Swing Bed **PAGE 1 OF 1**

SCOPE: Social Service

POLICY STATEMENT: The admission process is organized and simplified to minimize anxiety and facilitate a smooth transition into the Facility.

PROCEDURE:

A. Orients the resident/family to the surrounding and confirms expectations for service and discharge.

B. Provides the following:
1. Information required by state and federal regulation
2. Resident rights (state and federal as applicable if not provided at admission)
3. Facility rules and regulations
4. Introduction to roommate, direct caregivers and key personnel
5. Review of expectations for the initial days of their stay
6. Details on the care planning process to encourage attendance and participation
7. Interview time for the social history and psychosocial evaluation
8. Procedure for addressing concerns/grievances.
9. Referral and appointment information

C. Contacts the resident/responsible party during the initial days and weeks to further assist in the adjustment process while addressing psychosocial and discharge needs.

D. Answering questions, reinforces information provided at admission and assists in solving any concerns.

E. Responds to any guilt or regret over placement as well as to the resident's adjustment difficulties – identifying ways for family and residents to stay involved in each other's lives.

REFERENCES: State Operations Manual 483.15, F 620

APPROVAL	DATE
Department/Division Manager	6/9/2018
Medical Director (if applicable)	7/26/2018
Interdisciplinary Team	7/26/2018
Medical Staff Committee (if applicable)	
Governing Board	

SOUTHERN INYO HEALTHCARE **POLICY/PROCEDURE**

TITLE: Concern/Grievance Procedure

DEPARTMENT: Skilled Nursing Facility & Swing Bed **PAGE 1 OF 1**

SCOPE: All STAFF

POLICY STATEMENT: Residents have the right to voice concerns without discrimination or fear of reprisal.

PROCEDURE:

A. At admission, the Social Services or designee informs the resident/resident's authorized representative about their right to voice concerns regarding the treatment/lack of treatment received during their stay as well as the oral and written means for communicating concerns.

B. Social Services or designee oversees the concern procedure and coordinated the system for collecting, tracking and responding to concerns.

C. Staff are trained at orientation and periodically on the facility's concern/grievance procedure including:
   1. Concerns are resolved promptly by the individual receiving the concern.
   2. If the concern involves abuse, neglect or misappropriation of resident property, California Department of Public Health Licensing and Certification along with the local Ombudsman will be notified.
   3. When immediate resolution is not possible, the concern is routed to Social Services or designee.
   4. Social Services or designee routes the concern form to the appropriate department manager, who reviews the concern, responds promptly and returns the concern/comment back to the Social Services Department or designee.
   5. Social Services or designee records the concern/grievance on the *Concern/Grievance Log.*
   6. The Director of Nursing will review the log as needed.
   7. Social Services or designee analyzes concerns quarterly for tracking and trending; identifiable trends through quarterly Quality Meetings.

REFERENCES: State Operations Manual 483.10(J) F 585

APPROVAL	DATE
Department/Division Manager	6/9/2018
Medical Director (if applicable)	7/26/2018
Interdisciplinary Team	7/26/2018
Medical Staff Committee (if applicable)	
Governing Board	

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SOUTHERN INYO HEALTHCARE DISTRICT

Potassium Replacement Guidelines Physician Order

**********If K+ < 2 or > 5.5- Physician MUST be notified **********

Check Desired ROUTE & DOSE

	ROUTE	Serum K+	KCL	REPEAT SERUM K+
	ORAL	2-2.9	60 mEq	4 hours after medication administered
	ORAL	3-3.6	40 mEq	In AM

BY IV INFUSION PUMP ONLY

Check Desired ROUTE & DOSE

	ROUTE	SERUM K+	ADMINISTER IV KCL	REPEAT SERUM K+
	Peripheral Intravenous	2-3	40 mEq in 500mL NS over 4 hours Or 4 x 10 mEq KCL (40 mEq KCL) over 4 hours	4 hours after medication administration
	Peripheral Intravenous	3.1-3.6	30 mEq in 500ml NS over 4 hours Or 3 x 10 mEq KCL (30 mEq KCL) over 3 hours	In AM
	Central Intravenous	2-3	40 mEq in 500mL NS over 2 hours Or 4 X 10 mEq (40 mEq KCL) over 2 hours	4 hours after medication administration
	Central intravenous	3.1-3.6	30 mEq in 500mL NS over 4 hours Or 3 x 10 mEq KCL (30 mEq KCL) over 3 hours	In AM

	IV ROUTE	If peripheral, may add Lidocaine 20mg (premixed syringe) per bag before infusion
	Telemetry	ALL patients receiving K replacement will be placed on telemetry

ADDITIONAL ORDERS:

*****ORDERS MUST BE RENEWED EVERY 48 HOURS*****

DATE:_____ TIME:_____ ADDRESSOGRAPH

_____MD SIGNATURE

(11)

SOUTHERN INYO HEALTHCARE DISTRICT

ACUTE ALCOHOL WITHDRAWL ORDERS

MILD	MODERATE	SEVERE
CIWA (A-R)= 10-15 and/or	CIWA (A-R)=16-20 and/or	CIWA (A-R)=20 and/or
SBP >150 mmHg DSP >90mmHg	SBP>150-200mmHg DBP>100-140mmHg	SBP>200mmHg DBP>140mmHg
Heart rate >100/min	Heart rate >110-140/min	Heart rate >140/min
Temperature >99.8 degrees F	Temperature 99.8-101 degrees F	Temperature >101 degrees F
Tremulousness, insomnia, agitation	Tremulousness, insomnia, agitation	Tremulousness, insomnia, agitation

MILD SYMPTOMS: Choose either Librium or Ativan

Day	Date	Librium PO	Ativan PO/IV/IM Circle appropriate route
1		50mg PO q 6hr	2mg PO/IV/IM q 4hr
2		25mg PO q 6hr	1mg PO/IV/IM q 6hr
3		25mg PO q 8hr	1mg PO/IV/IM q 8hr
4		25mg PO q 12hr	1mg PO/IV/IM q 12hr

MODERATE SYMPTOMS: Choose either Librium or Ativan

Day	Date	Lithium PO	Ativan PO/IV/IM Circle appropriate route
1		50mg PO q 4hr	2mg PO/IV/IM q 4hr
2		50mg PO q 6hr	2mg PO/IV/IM q 6hr
3		25mg PO q 4hr	1mg PO/IV/IM q 4hr
4		25mg PO q 6hr	1mg PO/IV/IM q 6hr
5		25mg PO q 12hr	1mg PO/IV/IM q 12hr

SEVERE SYMPTOMS: Choose either Lithium or Ativan

Day	Date	Lithium PO	Ativan PO/IV/IM Circle appropriate route
1		100mg PO x1, wait 6hr then 75mg PO q 6hr x 3	4mg PO/IV/IM q 4hr and q 1hr PRN breakthrough agitation
2		75mg PO q 6hr	2mg PO/IV/IM q 4hr and q 1hr PRN breakthrough agitation
3		50mg PO q 6hr	2mg PO/IV/IM q 4hr
4		50mg PO q 8hr	2mg PO/IV/IM q 6 hr
5		25mg PO q 6hr	1mg PO/IV/IM q 6hr
6		25mg PO q 12hr	1mg PO/IV/IM q 12hr

LABEL HERE

SOUTHERN INYO HEALTHCARE DISTRICT

ACUTE ALCOHOL WITHDRAWL ORDERS

__ IV Fluids:_____at_____mL/hr with_____meq/KCL/liter

__MVI 10mL and Folic Acid 1mg and Thiamine 100mg and Magnesium Sulfate 2gm in 1 liter NS/daily

___Multivitamin PO 1 tab q day

___Thiamine 100mg PO q day x 6 doses

___Folic Acid 1mg PO q day

___Vital signs, O2 saturation q 4hr or until CIWA assessment score <10 for 24 hrs then q 8hr

___Vital signs, O2 saturation q 15minutes x 2 after each IV Ativan dose

___Hold medication for excess sedation, RR <10 and/or SBP<100mmHg

___Notify MD for any unusual symptoms, abnormal vital signs or excessive sedation. Only by MD order Romazicon 0.2mg IV available/ give over 15 seconds for excess sedation, if desired level of consciousness is not obtained may repeat in 1, notify MD for further orders if ineffective.

_____MD Date_____ Time_____

LABEL HERE

Southern Inyo Healthcare District **POLICY/PROCEDURE**

TITLE: ELOPEMENT/WANDERING- PREVENTION

DEPARTMENT: SKILLED NURSING FACILITY **PAGE 1 OF 1**

SCOPE: ALL STAFF

POLICY STATEMENT: All residents will be assessed for risk of elopement upon admission, quarterly, with significant change in condition, MDS assessments, and when behaviors indicate.

PROCEDURE:

A. Staff will monitor the whereabouts of residents at risk of wandering, including the monitoring of responses/reactions to events/activity in surroundings at time of wandering, and report unusual behaviors to supervisor immediately.

B. Facility uses multi-faceted approaches to assure resident safety:
   1. Environmental such as but not limited to:
      a. Alarmed doors;
      b. Alarmed bracelets;
      c. Camera surveillance;
      d. Signage;
      e. Elopement prevention drills; and
      f. Missing person drills, etc.

   2. Communication such as but not limited to:
      a. Resident photographs at reception desk and updated quarterly; and
      b. Notification to appropriate departments regarding at-risk residents etc.

   3. Staff education regarding responsibility to identify, report, and intervene related to wandering/elopement risk such as but not limited to:
      a. Anticipate resident needs based upon wandering triggers and patterns;
      b. Acknowledge resident's behavior as an attempt to communicate needs; and
      c. Encourage verbalization, identify etiology and recognize feelings etc.

C. All residents will have a mechanism for being identified, i.e., name bands, updated photographs of resident available in the electronic health record and at nurses station.

D. Support and identify need for wandering, and develop an individualized activity plan in response, which is detailed in the resident's care plan, i.e., ambulation program, movement and exercise.

REFERENCES: http://www.jcaho.org, State Operations Manual 483.25

APPROVAL	DATE
Department/Division Manager	6/9/2018
Medical Director (if applicable)	
Interdisciplinary Team	
Medical Staff Committee (if applicable)	
Governing Board	

Southern Inyo Healthcare District

POLICY/PROCEDURE

TITLE: ELOPEMENT/WANDERING

DEPARTMENT: SKILLED NURSING FACILITY | **PAGE 1 OF 2**

SCOPE: ALL STAFF

POLICY STATEMENT: The facility evaluates residents for wandering and/or exit seeking behaviors and implements appropriate interventions as indicated in the evaluation process.

PROCEDURE:

A. At admission and quarterly the Licensed Nurse (LN) completes a wander at risk assessment to determine the individuals risk for elopement.
B. The LN gathers as much information as possible prior to admission from the family, significant other, or responsible party regarding previous elopement attempts or desire to leave the premises.
C. Based on the results of the Wandering Risk Scale, care plan interventions to manage wandering and/or exit seeking behavior, potential to exit facility and/or actual episodes of elopement and the measures taken to manage those behaviors.
   - **At no time are 15 minute checks utilized to monitor whereabouts of residents evaluated at risk to elope.**
D. Residents deemed at risk to elope or have cognitive deficit indicating poor safety awareness.
   1. Are accompanied by family, responsible party, or a facility staff member when leaving the facility for appointments and/or outings.
   2. Are in eyesight at all times when on facility sponsored outings. If staff are unable to keep the resident in line of sight, the resident is accompanied by a staff member assuring the residents safety.
E. Quarterly, in coordination with the Resident Assessment Instrument (RAI) process, or a change in wandering/exit seeking behavior, or after an actual elopement attempt, the resident who is deemed at risk to elope is evaluated by a licensed nurse using the Wandering Risk Scale. The care plan is reviewed and updated as appropriate.
F. The At Risk of Elopement Binder is utilized to make staff aware of residents who are at risk of elopement.
G. A color picture is taken of the resident on admission and photos are updated at least quarterly. Place the picture in the At Risk of Elopement Binder.
H. If a resident exhibits exit seeking behavior, the episodes are documented in the resident's medical record. Documentation includes interventions used and their effectiveness.
I. Elopement drills are completed a minimum of one time per year on day and night shift.
J.

REFERENCES: http://www.jcaho.org, State Operations Manual 483.25

APPROVAL	DATE
Department/Division Manager	6/9/2018
Medical Director (if applicable)	
Interdisciplinary Team	
Medical Staff Committee (if applicable)	
Governing Board	

SCOPE: ALL STAFF

Resident monitoring system:

A. The facility notifies the resident or resident's responsible party of the results of the evaluation and completes the Consent process, if determined need of a wander guard placement.

B. A physicians order and a consent is obtained prior to wander guard/device application. The monitoring device is placed on the resident's limb (typically wrist or ankle area) assuring enough room as not to cause significant pressure to the area applied.

C. The LN will monitor for placement and function daily.

D. The maintenance department or designee tests the monitoring system (at alarmed exits) on a weekly basis using the manufacture supplied device (as applicable) and documents the tests.

E. In the event the monitoring system fails, a work order will be submitted and priority cited. While the system is non-functioning, alternative measures will be used, with necessary staff, to ensure resident safety while the system is being repaired.

REFERENCES: http://www.jcaho.org, State Operations Manual 483.25

APPROVAL	DATE
Department/Division Manager	6/9/2018
Medical Director (if applicable)	
ıterdisciplinary Team	
Medical Staff Committee (if applicable)	
Governing Board	

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Southern Inyo Healthcare District **POLICY/PROCEDURE**

TITLE: Safety Devices

DEPARTMENT: SKILLED NURSING FACILITY **PAGE 1 OF 1**

SCOPE: ALL STAFF

POLICY STATEMENT: Tab alarms, bed alarms, chair alarms and wander guard systems may be for residents found deemed unsafe through the nursing assessment and interdisciplinary team meetings.

PROCEDURE:

A. Nursing Assessment of each resident must be done on admission and with changes in condition to evaluate potential/actual risk of falls and/or elopement.

B. A plan of care must be formulated through interdisciplinary team meetings, to determine the need for alarms and/or wander guard systems.

C. Tab alarms may be utilized while resident is in bed and/or out of bed.

D. Bed alarms may be utilized while resident is in bed.

E. Wanderguard systems may be utilized for residents at risk of elopement.

F. Safety checks are to be done and documented in residents' medical record.

REFERENCES: http://www.jcaho.org, State Operations Manual 483.25

APPROVAL	DATE
Department/Division Manager	6/9/2018
Medical Director (if applicable)	
nterdisciplinary Team	
Medical Staff Committee (if applicable)	
Governing Board	

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Southern Inyo Healthcare District **GUIDELINE**

TITLE: Safety Devices

DEPARTMENT: SKILLED NURSING FACILITY **PAGE 1 OF 1**

1. Non-invasive measures must be taken and documented in the medical record before placement of a safety device.
2. Documented IDT meetings discussing safety concerns with resident and/or resident's representative of the recommendation of a safety device prior to application of device.
3. Obtain physicians order for device.
4. Obtain a sign consent from resident or resident's representative.
5. Place resident on alert charting for a minimum of 72 hours post placement of device.
6. Create or update safety care plan to reflect current device application.
7. Reevaluate the need for device at least every quarter. Decrease device usage as appropriate for resident safety.
8. LN must document placement and functionality of device every shift.
9. Maintenance performs weekly checks of alarmed doors for proper working order.
10. If alarmed doors malfunction LN will assign a staff member to monitor the defective alarmed door until the defect has been corrected for resident safety.
11. Pressure pad alarms must be dated at initiation of use and replaced per manufactures expiration date.

REFERENCES:

APPROVAL	DATE
Department/Division Manager	6/9/2018
Medical Director (if applicable)	
Interdisciplinary Team	
Medical Staff Committee (if applicable)	
Governing Board	

ELOPEMENT INCIDENT SEARCH ASSIGNMENT

Highest Ranking on-site staff member coordinating search: _____

Sectors	Staff Assigned	Pot-Search Report & Time
North Hall		
South Hall		
West Hall		
Activity Room		
Main Entrance, MDS, MR		
Acute Care, Maintenance		
Kitchen and Hallway, Billing		
ER, PT Bathroom, Radiology		
Admitting Office, Lab, Administration		
Outside Perimeter, Heliport		
If not found, notify ICSO		
Locust/ Lake View		
Locust/ Mt Whitney		
Locust/ Hay St		
Locust/Main Street & Park		
Locust/Lone Pine Ave		
Locust/Jackson		
Mt Whitney Apartments		

Comments: _____

MISSING RESIDENT POLICY AUDIT

STAFF REPSONSES	YES	NO	COMMENTS
1. Did staff notify LN immediately after resident was discovered missing? • Within first 10 minutes?			
2. Did LN announce Code Green?			
3. Did LN assign staff to conduct room-room search of unit and public areas/offices?			
4. Did LN announce Code Green 3 times over heard page?			
5. Did LN conduct a complete search of unit for missing resident?			
6. Did LN notify ICSO and residents emergency contact? Gain information from family as to possible whereabouts of resident?			
7. Did response team report to SNF Nurses Station after announcement of Code Green?			
8. Were search assignment sheets distributed to staff?			
9. Did LN notify DON/CEO and CNO?			
10. Did LN maintain at least 2 staff members on unit during search?			
11. Did all staff remain on heightened alert and acknowledge the seriousness of incident?			
12. Was family updated as needed regarding search?			
13. Did DON/CNO and/or CEO work with police department until resolution of search?			
14. Did DON/CNO and/or CEO notify police, if found by other than police?			
15. Did DON/CNO and/or CEO disband command post?			
16. Did switchboard operator announce all clear for Code Green?			

17. Did LN perform a complete skin check and arrange for resident to be seen by physician?			
18. Did LN update Care Plan to attempt to prevent further occurrences?			
19. Did LN inform/consult with family regarding modifications in Care Plan?			
20. Was a post IDT conference held within 72 hours after resident was reported missing to review incident?			

Comments:

(18)

SOUTHERN INYO HEALTHCARE **POLICY/PROCEDURE**

TITLE: Bed-Hold

DEPARTMENT: Skilled Nursing Facility **PAGE 1 OF 1**

SCOPE: Nursing-Social Service

POLICY STATEMENT: Residents are notified of bed-hold policy.

PROCEDURE:

A. The Social Service or designee provides the resident/responsible party a copy of the Facility's bed-hold policy at admission.

B. At transfer, the resident/responsible party receives a copy of the *Bed-Hold Policy* as well as information on duration of the bed-hold policy under the state plan, if any.

C. If the state plan provides for bed-holds, but the bed-hold exceeds the number of days allowed by the state plan, then to the extent that the bed-hold exceeds the number of days provided by the state plan, the resident may use their own income to pay for the bed-hold.

D. If the resident is private pay, the resident may use their own income to pay for the bed-hold.

E. In cases of emergency transfer, notice of bed-hold policy and duration may be sent to the resident/responsible party within 24 hours. (If the resident's copy of the notice is sent with other papers accompanying the resident to the hospital, this requirement is met.)

REFERENCES: State Operations Manual 483.15 (d)

APPROVAL	DATE
Department/Division Manager	6/9/2018
Medical Director (if applicable)	7/26/2018
Interdisciplinary Team	7/26/2018
Medical Staff Committee (if applicable)	
Governing Board	

SOUTHERN INYO HEALTHCARE **POLICY/PROCEDURE**

TITLE: Transfer and Discharge

DEPARTMENT: Skilled Nursing Facility & Swing Bed **PAGE 1 OF 2**

SCOPE: Nursing

POLICY STATEMENT: Residents are transferred or discharged from the Facility under specific circumstances.

PROCEDURE:

A. Social Services works with the Interdisciplinary Team to assure transfers and discharges occur in a manner that maintains or improves the resident's physical, mental and psychosocial wellbeing.

B. "Transfer" is moving a resident from the Center to another legally responsible institutional setting, while "discharge" is moving the resident to a non-institutional setting when the releasing Center is no longer responsible for the resident's care. Transfer and discharge include moving a resident to a bed outside of the certified unit whether or not that bed is in the same physical plant. Transfer and discharge do not refer to moving of a resident to a bed within the same certified Center.

C. Transfers and discharges may occur for any of these reasons:
   1. The resident's welfare and the resident's needs cannot be met in the Center.
   2. The resident's health has improved sufficiently so they no longer need services provided by the Center.
   3. The safety of individuals in the Center is endangered.
   4. The health of individuals in the Center would otherwise be endangered.
   5. The resident has failed, after reasonable and appropriate notice, to pay for their stay at the center.
   6. The Center ceases to operate.

D. The medical record contained written evidence that supports reasons (a) through € for initiating the transfer or discharge. In addition, the resident's physician provides documentation for the following reasons (a) and (b); any physician may provide documentation for reason (d).

E. When the transfer or discharge is initiated, the resident must receive written notice including:
   1. Date notice is given.
   2. Effective date of the transfer/discharge.
   3. Reason for the transfer/discharge.
   4. Where the resident is to be moved.
   5. Name, address and phone number of the ombudsman.
   6. Name, address and phone number of protection and advocacy agency for residents with mental illness or mental retardation.
   7. Explanations of right to appeal the transfer or discharge.
   8. Any additional information required by applicable state law.

F. The notice will be provided at least 30 days before the transfer or discharge; the following are exceptions:
   1. Endangerment to the health or safety of others in the Center.
   2. When a resident's health has improved to allow a more immediate transfer or discharge.
   3. When a resident' urgent medical needs require more immediate transfer.
   4. When a resident has not lived in the Center for 30 days.
   In these cases, notice must be given as soon as practical before or at the time of transfer or discharge.

G. The resident has 30 days to appeal the Center's decision to transfer or discharge. Otherwise, the Center may initiate the transfer or discharge at the end of the 30-day period. I f the resident waives the 30-day period and agrees to transfer or discharge, the Center may move the resident as soon as practical taking steps to assure a smooth and orderly transfer or discharge.

H. When the notice period is shortened due to an emergency, the resident is moved as soon as practical; any appeals would occur after the transfer/discharge.

I. In case of emergency transfer, written notice including bed-hold policy and duration may be sent to the resident/responsible party within 24 hours. (If the resident's copy of the notice is sent with other papers accompanying the resident to the hospital, this requirement is met.)

J. Social Services coordinates transfers or discharges to assist in the resident's adjustment, for example:
   1. Determining and accommodating resident preferences to the extent possible.
   2. Touring the new Center, making introductions to new roommate and key caregivers.
   3. Orienting staff in the receiving Center to the resident's daily patterns.
   4. Assisting the resident in packing and moving personal belongings.
   5. Making follow up visits as indicated by the resident's response to the move or changes in their mood or behavior.

REFERENCES:

APPROVAL	DATE
Department/Division Manager	6/9/2018
Medical Director (if applicable)	7/26/2018
Interdisciplinary Team	7/26/2018
Medical Staff Committee (if applicable)	
Governing Board	

JC

(26)

Southern Inyo Hospital **Lone Pine, CA**

MEDICATION ERROR ANALYSIS TOOL

Date/Time of Error: _____ Doses Involved: _____ Drug/Name: _____

Patient Name: _____ MR#: _____

Summary of Occurrence: _____

_____

The Medication Error Classification System: (Please circle the level that applies to this error.)

Level 0: No error occurred, potential error.	Level 1: Error occurred without harm to patient.
Level 2: Error occurred, increased monitoring but no change in vital signs or any patient harm.	Level 3: Error resulted in need for increased monitoring, there was change in vital signs but no ultimate patient harm; any error needing increases laboratory monitoring.
Level 4: Error resulted in need for treatment with another drug, increased length of stay, patient transfer to a higher level of care (i.e., ICU), or required intervention to prevent permanent impairment of damage.	Level 5: Error resulted in permanent patient harm. Level 6: Error resulted in patient death.

Error Type: (check all that apply)

- ❑ wrong drug ❑ or solution
- ❑ omission
- ❑ wrong route
- ❑ wrong administration time
- ❑ unordered drug
- ❑ wrong dosage form
- ❑ wrong patient
- ❑ prescribing error
- ❑ wrong dose ❑ or rate
- ❑ expired drug
- ❑ incompatible infusions administered
- ❑ other _____

Factors Contributing to Error: (check all that apply)

- ❑ verbal order
- ❑ illegible order
- ❑ continued after order to discontinue
- ❑ monitoring guidelines not followed
- ❑ midnight check done incorrectly
- ❑ medication delivery delay
- ❑ telephone order
- ❑ routine medications not in cassette
- ❑ ambiguous written order
- ❑ MAR printed incorrectly
- ❑ dispensed incorrectly by Pharmacy
- ❑ drug selected from floor stock
- ❑ pump malfunction (specify pump type) _____
- ❑ pump misprogrammed (specify pump type) _____
- ❑ RN verified incorrect transcription
- ❑ drug or solution mislabeled by Pharmacy
- ❑ misread MAR
- ❑ new bag not reordered until present bag very low or empty
- ❑ medications unavailable from Pharmacy
- ❑ IVPB hung ahead of time
- ❑ Other: _____
- ❑ Other: _____

Personnel involved: (check all that apply)

- ❑ RN ❑ LPN/LVN ❑ LPT ❑ US/NT
- ❑ Pharmacist ❑ Per Diem ❑ Registry ❑ MD ❑ Other: _____

Problem Resolution/Outcome (use back of form if more room is needed):

_____

_____

_____

Signature: _____ Date: _____

Med Error Classification	
Circumstances could cause error	A
Error - did not reach the patient (Omissions)	B
Error - reached patient but no harm	C
Error - required monitoring for harm or intervention to preclude harm	D
Error - may have contribute to/resulted in temp harm & intervention needed	E
Error - may have contribut to/resulted in harm required initial or prolonged hospitalization	F
Error - may have resulted in permanent harm	G
Error - intervention required to sustain life	H
Error - may have contributed to patient death	I

SOUTHERN INYO HEALTHCARE DISTRICT MEDICATION ERROR TRACKING 2018

Occurrence Date	Event ID	Narrative	Name of Medication	Nature	Subnature	Final Severity	Incident Notes
6/5/2018 SNF	947	Delay in care: Antibiotic order not initiated within 4 hours	Augmentin 875mg	Distribution		C	Received medications from Retail Pharmacy 24 hours later
6/5/2018	948	Delay in care: Antibiotic order not initiated within 4 hours	Bactrim DS	Distribution		C	Received medications from Retail Pharmacy 24 hours later
6/5/2018	946	Delay in care: Antibiotic order not initiated within 4 hours	Cipro	Distribution		C	Received medications from Retail Pharmacy 24 hours later
7/24/2018	954	Administration: Wrong patient	Multiple	Administration		D	Nurse prepared Res A medications and placed them down to assist Res B. Res A in the meantime took residents A medications.

(21)

BLACK BOX WARNING DRUG LIST 2018

SOUTHERN INYO HEALTHCARE DISTRICT

Skilled Nursing Facility

Index

A

B

C

D

E

- Formoterol Fumarate [Symbicort Combination]
- Furosemide

H

- Hydrocodone

I

- Ibuprofen

L

- Levothyroxine
- Lisinopril
- Lorsatan

M

- Meloxicam
- Metformin
- Methadone
- Methotrexate
- Metoclopramide
- Metoprolol
- Metronidazole
- Morphine

O

- Olanzapine
- Oxycodone

P

- Phenytoin
- Pioglitazone
- Promethazine
- Propanolol

Q

- Quetiapine

R

- Risperidone
- Rivaroxaban

S

- Salmeterol
- Sertraline
- Spironolactone

T

- Thiothixene
- Trazadone
- Triamterene Combination

V

- Venalafaxine
- Vismodegib

SIHD SNF Black Box Warning Drug List 2018				
BBW Drugs	Summary of Black Box Warning*	Physician's Responsibity	Nurse's Responsibility	Pharm.D's Responsibility
Amiodarone	Pulmonary toxicities, liver injury, pro arrhythmic effects	Weight risk vs. benefits	Monitor for signs and symptoms of toxicities. Contact MD if toxicity occurs	Review contraindication, significant drug-drug interaction

*These are summaries of Black Box Warning and not all inclusive. List of these drugs are what relevant and residents use. If there is a new drug with Black Box Warning or think it might have, please contact consultant pharmacist for update.

Acetaminophen (oral)

- Acetaminophen has been associated with cases of acute liver failure, at times resulting in liver transplant and death. Most of the cases of liver injury are associated with the use of acetaminophen at doses that exceed 4000 mg per day, and often involve more than one acetaminophen-containing product.
- Refer to specific product package insert for acetaminophen combination products

Amiodarone (oral)

- Amiodarone is indicated for use only in patients with life threatening arrhythmia's because its use is associated with substantial toxicity.
- Potentially pulmonary fatal toxicities include hypersensitivity pneumonitis or interstitial /alveolar pneumonitis. Rates are as high as 10% to 17% in some series of patients with ventricular arrhythmia's given doses approximating 400 mg daily and as abnormal diffusion capacity without symptoms in a much higher percentage of patients. Pulmonary toxicity has been fatal about 10% of the time.
- Liver injury is common with Cordarone, but is usually mild and evidenced only by abnormal liver enzymes. Overt liver disease can occur, however, and has been fatal in a few cases.
- Pro arrhythmic effects: Like other antiarrhythmics, Cordarone can exacerbate the arrhythmia, e.g., by making the arrhythmia less well tolerated or more difficult to reverse. This has occurred in 2 to 5% of patients in various series, and significant heart block or sinus bradycardia has been seen in 2 to 5%. All of these events should be manageable in the proper clinical setting in most cases. Although the frequency of such pro arrhythmic events does not appear greater with Cordarone than with many other agents used in this population, the effects are prolonged when they occur.
- Even in patients at high risk of arrhythmic death, in whom the toxicity of Cordarone is an acceptable risk, Cordarone poses major management problems that could be life-threatening in a population at risk of sudden death, so that every effort should be made to utilize alternative agents first.
- The difficulty of using amiodarone effectively and safely itself poses a significant risk in patients. Patients with the indicated arrhythmias must be hospitalized while the loading dose of this drug is administered, and a response generally requires at least one week, usually two or more. Because absorption and elimination are variable, maintenance dose selection is difficult, and it is not unusual to require dosage decreases or discontinuation of treatment.
- In a retrospective survey of 192 patients with ventricular tachyarrhythmias, 84 required dose reduction and 18 required at least temporary discontinuation because of adverse events, and several series reported 15% to 20% overall frequencies of discontinuation due to adverse reactions. The time at which a previously controlled

life-threatening arrhythmia will recur after discontinuation or dosage adjustment is unpredictable, ranging from weeks to months. The patient is obviously at great risk during this time and may need prolonged hospitalization. Attempts to substitute other anti arrhythmic agents when amiodarone must be stopped will be made difficult by the gradually, but unpredictably, changing amiodarone body burden. A similar problem exists when amiodarone is not effective; it still poses the risk of an interaction with whatever subsequent treatment is tried.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Liver enzymes should be monitored on a regular basis in patients receiving relatively high maintenance therapy.

Amitriptyline

- Antidepressants increased the risk compared to placebo of suicidal thinking and behavior (suicidality) in short term studies in children, adolescents, and young adults with major depressive disorder (MDD) and other psychiatric disorders.
- Anyone considering the use of this drug or any other antidepressant in a child, adolescent, or young adult must balance this risk with the clinical need.
- Short term studies did not show an increase in the risk of suicidality with antidepressants compared to placebo in adults beyond age 24; there was a reduction in risk with antidepressants compared to placebo in adults aged 65 and older.
- Depression and certain other psychiatric disorders are themselves associated with increases in the risk of suicide.
- Patients of all ages who are started on therapy should be monitored appropriately and observed closely for clinical worsening, suicidality, or unusual changes in behavior.
- Families and care givers should be advised of the need for close observation and communication with the prescriber.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Close observation for suicidal thinking or unusual changes in behavior.

Aripiprazole

- Elderly patients with dementia related psychosis treated with atypical antipsychotic drugs are at an increased risk of death compared to placebo.
- Analyses of seventeen placebo controlled trials (modal duration of 10 weeks), largely in patients taking atypical antipyschotic drugs, revealed a risk of death in the drug treated patients of between 1.6 to 1.7 times that seen in placebo treated patients.

Over the course of a typical 10-week controlled trial, the rate of death in drug treated patients was about 4.5% compared to a rate of about 2.6% in the placebo group.

- Although the causes of death were varied, most of the deaths appeared to be either cardiovascular (e.g., heart failure, sudden death) or infectious (e.g., pneumonia) in nature.
- Observational studies suggest that, similar to atypical antipsychotic drugs, treatment with conventional antipsychotic drugs may increase mortality.
- The extent to which the findings of increased mortality in observational studies may be attributed to the antipsychotic drug as opposed to some characteristic(s) of the patients is not clear.
- This drug is not approved for the treatment of patients with dementia-related psychosis Antidepressants increased the risk compared to placebo of suicidal thinking and behavior (suicidality) in children, adolescents, and young adults in short-term studies of Major Depressive Disorder (MDD) and other psychiatric disorders.
- Anyone considering the use of adjunctive Abilify or any other antidepressant in a child, adolescent, or young adult must balance this risk with the clinical need.
- Short-term studies did not show an increase in the risk of suicidality with antidepressants compared to placebo in adults beyond age 24; there was a reduction in risk with antidepressants compared to placebo in adults aged 65 and older.
- Depression and certain other psychiatric disorders are themselves associated with increases in the risk of suicide.
- Patients of all ages who are started on antidepressant therapy should be monitored appropriately and observed closely for clinical worsening, suicidality, or unusual changes in behavior.
- Abilify is not approved for use in pediatric patients with depression

Beta Blockers (Oral)-Atenolol, Metoprolol, Propranolol, Timolol

- Abrupt Withdrawal not advised in patients with angina pectoris, CAD or ischemic heart disease. Severe exacerbation of angina and the occurrence of MI and ventricular arrythymias jave been reported in angina patients following abrupt discontinuation.
- When discontinuation of these drugs is planned, patients should be carefully observed and advised to limit physical activity to a minimum.
- If the angina worsens or acute coronary insufficiency develops, it is recommended that atenolol be promptly reinstituted, at least temporarily.
- Because CAD is common and unrecognized it may be prudent not to discontinue atenolol/nadolol/metoprolol therapy abruptly in patients treated only for hypertension and in patients considered at risk of having occult atherosclerotic heart disease who are given propranolol for other reasons.
- Gradually reduce dosage over at least a few weeks (1 to 2 weeks)
- If angina markedly worsens or acute coronary insufficiency develops on drug withdrawal, reinstate therapy, at least temporarily.

- Advise patient against cessation or interruption of therapy without MD advice.

Angiotensin II Antagonists, ACE Inhibitors: Benazepril, Candesartan, Captopril, Enalapril, Fosinopril, Irbesartan, Lisinopril, Olmesartan, Ramipril, Quinapril, Valsartan

- When pregnancy is detected, these drugs should be discontinued as soon as possible.
- Drugs that act directly on the renin-angiotensin system can cause injury and death to developing fetus.

Celecoxib

- Celecoxib may cause an increased risk of serious cardiovascular thrombotic events, myocardial infarction, and stroke, which can be fatal.
- All NSAIDS may have a similar risk.
- Risk may increase with duration of use.
- Patients with cardiovascular disease or risk factors for cardiovascular disease may be at greater risk.
- Celecoxib is contraindicated for the treatment of peri-operative pain in the setting of coronary artery bypass graft (CABG) surgery.
- NSAIDs, including celecoxib, cause an increased risk of serious gastrointestinal adverse events including bleeding, ulceration, and perforation of the stomach and intestines, which can be fatal.
- These events can occur at any time during use and without warning symptoms.
- Elderly patients are at greater risk for serious gastrointestinal events.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Perform weekly complete blood cell counts for at least six weeks post dose.
- Signs of GI bleeding. Tarry stool.

Citalopram

- Antidepressants increased the risk compared to placebo of suicidal thinking and behavior (suicidality) in short term studies in children, adolescents, and young adults with major depressive disorder (MDD) and other psychiatric disorders.

- Anyone considering the use of this drug or any other antidepressant in a child, adolescent, or young adult must balance this risk with the clinical need.
- Short term studies did not show an increase in the risk of suicidality with antidepressants compared to placebo in adults beyond age 24; there was a reduction in risk with antidepressants compared to placebo in adults aged 65 and older.
- Depression and certain other psychiatric disorders are themselves associated with increases in the risk of suicide.
- Patients of all ages who are started on therapy should be monitored appropriately and observed closely for clinical worsening, suicidality, or unusual changes in behavior.
- Families and care givers should be advised of the need for close observation and communication with the prescriber.
- This drug is not approved for use in pediatric patients.
- See Warnings: Clinical Worsening and Suicide Risk, Precautions: Information for Patients, and Precautions: Pediatric Use

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MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Close observation for suicidal thinking or unusual changes in behavior

Clopidogrel

- The effectiveness of Plavix is dependent on its activation to an active metabolite by the cytochrome P450 (CYP) system, principally.
- Plavix at recommended doses forms less of that metabolite and has a smaller effect on platelet function in patients who are CYP2C19 poor metabolizers.
- Poor metabolizers with acute coronary syndrome or undergoing percutaneous coronary intervention treated with Plavix at recommended doses exhibit higher cardiovascular event rates than do patients with normal CYP2C19 function.
- Tests are available to identify a patient's CYP2C19 genotype; these tests can be used as an aid in determining therapeutic strategy.
- Consider alternative treatment or treatment strategies in patients identified as CYP2C19 poor metabolizers.

Codeine

- Respiratory depression and death have occurred in children who received codeine following tonsillectomy and/or adenoidectomy and had evidence of being ultra-rapid metabolizers of codeine due to a CYP2D6 polymorphism.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Contraindication of Use in Children Post-operative Pain Management following Tonsillectomy and/or Adenoidectomy.
- Respiratory depression.

Valproic Acid

- General Population: Hepatic failure resulting in fatalities has occurred in patients receiving valporate and its derivatives. These incidents usually have occurred during the first six months of treatment. Serious or fatal hepatotoxicity may be preceded by non-specific symptoms such as malaise, weakness, lethargy, facial edema, anorexia, and vomiting. In patients with epilepsy, a loss of seizure control may also occur. Patients should be monitored closely for appearance of these symptoms. Serum liver tests should be performed prior to therapy and at frequent intervals thereafter, especially during the first six months.
- Children under the age of two years are at a considerably increased risk of developing fatal hepatotoxicity, especially those on multiple anticonvulsants, those with congenital metabolic disorders, those with severe seizure disorders accompanied by mental retardation, and those with organic brain disease. When Valproate is used in this patient group, it should be used with extreme caution and as a sole agent. The benefits of therapy should be weighed against the risks. The incidence of fatal hepatotoxicity decreases considerably in progressively older patient groups.
- Patients with Mitochondrial Disease: There is an increased risk of valproate-induced acute liver failure and resultant deaths in patients with hereditary neurometabolic syndromes caused by DNA mutations of the mitochondrial DNA Polymerase γ (POLG) gene (e.g. Alpers Huttenlocher Syndrome) Stavzor is contraindicated in patients known to have mitochondrial disorders caused by POLG mutations and children under two years of age who are clinically suspected of having a mitochondrial disorder. In patients over two years of age who are clinically suspected of having a hereditary mitochondrial disease, Valproate should only be used after other anticonvulsants have failed. This older group of patients should be closely monitored during treatment with Valproate for the development of acute liver injury with regular clinical assessments and serum liver testing. POLG mutation screening should be performed in accordance with current clinical practice.
- These incidents usually have occurred during the first 6 months of treatment. Serious or fatal hepatotoxicity may be preceded by non-specific symptoms such as malaise, weakness, lethargy, facial edema, anorexia, and vomiting. In patients with epilepsy, a loss of seizure control may also occur. Patients should be monitored closely for appearance of these symptoms. Liver function tests should be performed prior to therapy and at frequent intervals thereafter, especially during the first 6 months.

- Valproate can cause major congenital malformations, particularly neural tube defects (e.g., spina bifida). In addition, valproate can cause decreased IQ scores following in utero exposure. Valproate is therefore contraindicated in pregnant women treated for prophylaxis of migraine. Valproate should only be used to treat pregnant women with epilepsy or bipolar disorder if other medications have failed to control their symptoms or are otherwise unacceptable.
- Valproate should not be administered to a woman of childbearing potential unless the drug is essential to the management of her medical condition. This is especially important when valproate use is considered for a condition not usually associated with permanent injury or death (e.g., migraine). Women should use effective contraception while using valproate
- Cases of life-threatening pancreatitis have been reported in both children and adults receiving valproate. Some of the cases have been described as hemorrhagic with a rapid progression from initial symptoms to death. Cases have been reported shortly after initial use as well as after several years of use. Patients and guardians should be warned that abdominal pain, nausea, vomiting and/or anorexia can be symptoms of pancreatitis that require prompt medical evaluation. If pancreatitis is diagnosed, valproate should ordinarily be discontinued. Alternative treatment for the underlying medical condition should be initiated as clinically indicated.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Hepatotoxicity: Assess symptoms and LFTs at baseline and frequent intervals, especially within first 6 months.
- Pancreatitis: Patients should be informed of warning signs
- Observe for upper abdominal pain, nausea and vomiting.

Duloxetine

- Antidepressants increased the risk compared to placebo of suicidal thinking and behavior (suicidality) in short term studies in children, adolescents, and young adults with major depressive disorder (MDD) and other psychiatric disorders.
- Anyone considering the use of this drug or any other antidepressant in a child, adolescent, or young adult must balance this risk with the clinical need.
- Short term studies did not show an increase in the risk of suicidality with antidepressants compared to placebo in adults beyond age 24; there was a reduction in risk with antidepressants compared to placebo in adults aged 65 and older.
- Depression and certain other psychiatric disorders are themselves associated with increases in the risk of suicide.
- Patients of all ages who are started on therapy should be monitored appropriately and observed closely for clinical worsening, suicidality, or unusual changes in behavior.
- Families and care givers should be advised of the need for close observation and communication with the prescriber.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Close observation for suicidal thinking or unusual changes in behavior

Escitalopram

- Antidepressants increased the risk compared to placebo of suicidal thinking and behavior (suicidality) in short term studies in children, adolescents, and young adults with major depressive disorder (MDD) and other psychiatric disorders.
- Anyone considering the use of this drug or any other antidepressant in a child, adolescent, or young adult must balance this risk with the clinical need.
- Short term studies did not show an increase in the risk of suicidality with antidepressants compared to placebo in adults beyond age 24; there was a reduction in risk with antidepressants compared to placebo in adults aged 65 and older.
- Depression and certain other psychiatric disorders are themselves associated with increases in the risk of suicide.
- Patients of all ages who are started on therapy should be monitored appropriately and observed closely for clinical worsening, suicidality, or unusual changes in behavior.
- Families and care givers should be advised of the need for close observation and communication with the prescriber.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Close observation for suicidal thinking or unusual changes in behavior

Fentanyl Transdermal

- This product contains a high concentration of a potent Schedule II opioid agonist, fentanyl. Schedule II opioid substances (e.g., fentanyl,hydromorphone, methadone, morphine, oxycodone, and oxymorphone) have the highest potential for abuse and associated risk of fatal overdose due to respiratory depression.
- Fentanyl can be abused and is subject to criminal diversion. The high content of fentanyl in the patches may a particular target for abuse and diversion.
- This product is indicated for the management of persistent, moderate to severe chronic pain that requires continuous, around the clock opioid administration for an

extended period of time AND cannot be managed by other means (NSAIDs, opioid combination products, or immediate release opioids).

- Should ONLY be used inpatients who are already receiving opioid thearpy, who have demonstrated opioid tolerance, and who require a total daily dose at least equivalent to fentanyl (Duragesic) 25 mcg/hr.
- Patients who are considered opioid tolerant are those who have been taking, for a week or longer, at least 60 mg of morphine daily, or at least 30 mg of oral oxycodone daily, or at least 8 mg of oral hydromorphone daily or an equianalgesic dose of another opioid.
- Transdermal fentanyl is only for use in patients who are already tolerant to opioid therapy of comparable potency. Use in non-opioid tolerant patients may lead to fatal respiratory depression.
- Overestimating the dose when converting patients from another opioid medication can result in a fatal overdose with the first dose.
- Due to the mean elimination half-life of 17 hrs, patients who are thought to have had a serious adverse event,including overdose, will require monitoring and treatment for at least 24 hours.
- In patients who are not opioid tolerant.
- In the management of acute pain or in patients who require opioid analgesia for a short period of time.
- In the management of post-operative pain, including use of after out-patient or day surgeries .
- In the management of mild pain.
- In the management of intermittent pain (e.g., use on an as needed basis).

- Since peak fentanyl levels occur between 24 and 72 hrs of treatment, life-threatening or serious hypoventilation may occur, even in opioid tolerant patients, during the initial application period.
- The concomitant use of this product with all cytochrome CYP450 3A4 inhibitors (ritonavir, ketoconazole, itraconazole, trolenadomycin, clarithromycin, nelfinavir, nefazodone, amiodarone, amprenavir, aprepitant, diltiazem, erythromycin, fluconazole, fosamprenavir, grapefruit juice, and verapamil) may result in an increase in fentanyl plasma concentrations, which could increase or prolong adverse drug effects and may cause potentially fatal respiratory depression.
- Patients receiving fentanyl transdermal and any CYP34A inhibitors should be carefully monitored for an extended period of time and dosage adjustments should be made if warranted .The safety of this product has not been established in children under 2 yrs of age.
- This product should be administered to children only if they are opioid tolerant and 2 yrs or older. This product can be abused in a manner similar to other opioid agonists, legal or illicit. This risk should be considered when administering, prescribing, or dispensing in situations where the healthcare professional is concerned about increased risk of misuse, abuse, or diversion.
- Persons at increased risk of opioid abuse include those with a personal or family history of substance abuse or mental illness.
- Patients should be assessed for their clinical risks for opioid abuse or addiction prior to prescribing.

- All patients receiving opioids should be routinely monitored for signs of misuse, abuse, and addiction
- Patients at increased risk of opioid abuse may still be appropriately treated with modified-release opioid formulations; however, these patients will require intensive monitoring for signs of misuse, abuse or addiction.
- These patches are intended for transdermal use (on intact skin) only.
- Do not use a patch if the seal is broken or the patch is cut, damaged, or changed in any way.
- Using a patch that is damaged, cut or changed in any way can expose the patient or caregiver to the contents of the patch, which can result in an overdose of fentanyl that may be fatal.
- Avoid exposing the patch application site and surrounding area to direct external heat sources, such as heating pads or electric blankets, heat or tanning lamps, saunas, hot tubs, and heated water beds, while wearing the system.
- Avoid taking hot baths or sunbathing.
- There is a potential for temperature dependent increases in fentanyl released from the system resulting in possible overdose and death.
- Patients wearing fentanyl systems who develop fever or increased core body temperature due to strenuous exertion should be monitored for opioid side effects and the dose should be adjusted if necessary

Iron containing vitamins/products

- Non-intentional Iron overdose is leading case of fatal poisoning in children less than 6 yrs of age. Keep out of reach of children

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Keep out of reach of children. In case of accidental overdose contact physician or Poison Control Center

Flecainide

- An excessive mortality or non fatal cardiac arrest rate was observed in patients with non life threatening ventricular arrhythmias who had a recent MI.
- Effects have been observed in patients with atrial fibrillation/flutter.
- This drug is not recommended in patients with chronic atrial fibrillation.
- Agrangulocytosis, bone marrow depression, leukopenia, neutropenia, aplastic/hypoplastic anemia and septic shock have been reported when used within therapeutic dose ranges, typically within first 12 wks of therapy.
- Use with caution in patients with pre-existing marrow failure or cytopenia.
- Interstitial pneumonitis, fibrosing alveolitis, pulomnary edema, and pneumonitis have been reported.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Concurrent negative chronotherapy (e.g., digoxin, beta-blockers) may decrease risk
- Perform CBC with white blood cell, differential, and platelet counts at weekly intervals for first three months of therapy and periodically thereafter.
- CBC should be performed if patient develops signs of infection.
- Reports signs of pulmonary symptoms such as difficulty breathing and nonproductive cough
- perform chest x-rays

Fluoxetine

- Antidepressants increased the risk compared to placebo of suicidal thinking and behavior (suicidality) in short term studies in children, adolescents, and young adults with major depressive disorder (MDD) and other psychiatric disorders.
- Anyone considering the use of this drug or any other antidepressant in a child, adolescent, or young adult must balance this risk with the clinical need.
- Short term studies did not show an increase in the risk of suicidality with antidepressants compared to placebo in adults beyond age 24; there was a reduction in risk with antidepressants compared to placebo in adults aged 65 and older.
- Depression and certain other psychiatric disorders are themselves associated with increases in the risk of suicide.
- Patients of all ages who are started on therapy should be monitored appropriately and observed closely for clinical worsening, suicidality, or unusual changes in behavior.
- Families and care givers should be advised of the need for close observation and communication with the prescriber.
- This drug is approved for use in pediatric patients with MDD and obsessive compulsive disorder (OCD).

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Close observation for suicidal thinking or unusual changes in behavior

Formoterol Fumarate

Asthma Related Death

- Long-acting beta 2-adrenergic agonists (LABAs), may increase the risk of asthma-related death.
- Data from a large placebo controlled US study that compared the safety of another long-acting beta2-adrenergic agonist (salmeterol) or placebo added to usual asthma therapy showed an increase in asthma related deaths in patients receiving salmeterol. This finding with salmeterol is considered a class effect of the LABAs, including arformoterol or formoterol.
- Currently available data are inadequate to determine whether concurrent use of inhaled corticosteroids or other long term asthma control drugs mitigates the increased risk of asthma related death from LABA.
- Available data from controlled clinical trials suggest that LABA increase the risk of asthma-related hospitalization in pediatric and adolescent patients. Therefore, when treating patients with asthma, formeterol or arformeterol should only be used for patients not adequately controlled on a long-term asthma controlled emdication, such as an inhaled corticosteroid or whose disease severity clearly warrants initiation of treatment with both an inhaled corticosteroid and LABA.
- Once asthma control is achieved and maintained, assess the patient at regular intervals and step down therapy (e.g., discontinue the drug) if possible without loss of asthma control, and maintain the patient on a long term asthma control medication, such as an inhaled corticosteroid.
- Do not use these agents for patients whose asthma is adequately controlled on low or medium dose inhaled corticosteroids.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Long-acting beta 2-adrenergic agonists, may increase the risk of asthma-related death.
- Data from a large placebo controlled US study that compared the safety of another long-acting beta2-adrenergic agonist (salmeterol) or placebo added to usual asthma therapy showed an increase in asthma related deaths in patients receiving salmeterol.

Potent Diuretics: Furosemide

- This agent is a potent diuretic which, if given in excessive amounts, may lead to profound diuresis with water and electrolyte depletion.
- Therefore, careful medical supervision is required, and dose and dose schedule must be adjusted to the individual patient's needs.

Hydrocodone Bitartrate (extended release)

- Hydrocodone bitatrate ER exposes patients and other users to the risks of opioid addiction, abuse, and misuse, which can lead to overdose and death. Assess each

patient's risk prior to prescribing Hydrocodone bitatrate ER and monitor all patients regularly for the development of these behaviors or conditions.

- Serious, life-threatening, or fatal respiratory depression may occur with use of Hydrocodone bitatrate ER. Monitor for respiratory depression, especially during initiation of Hydrocodone bitatrate ER or following a dose increase. Instruct patients to swallow Hydrocodone bitatrate ER capsules whole; crushing, chewing, or dissolving Hydrocodone bitatrate ER can cause rapid release and absorption of a potentially fatal dose of hydrocodone.
- Accidental ingestion of even one dose of Hydrocodone bitatrate ER , especially by children, can result in a fatal overdose of hydrocodone.
- Prolonged use of Hydrocodone bitatrate ER during pregnancy can result in neonatal opioid withdrawal syndrome, which may be life-threatening if not recognized and treated, and requires management according to protocols developed by neonatology experts. If opioid use is required for a prolonged period in a pregnant woman, advise the patient of the risk of neonatal opioid withdrawal syndrome and ensure that appropriate treatment will be available
- Instruct patients not to consume alcoholic beverages or use prescription or non-prescription products that contain alcohol while taking Hydrocodone bitatrate ER . The co-ingestion of alcohol with Hydrocodone bitatrate ER may result in increased plasma levels and a potentially fatal overdose of hydrocodone.
- The concomitant use of Hydrocodone bitatrate ER with all cytochrome P450 3A4 inhibitors may result in an increase in hydrocodone plasma concentrations, which could increase or prolong adverse drug effects and may cause potentially fatal respiratory depression. In addition, discontinuation of a concomitantly used cytochrome P450 3A4 inducer may result in an increase in hydrocodone plasma concentration. Monitor patients receiving Hydrocodone bitatrate ER and any CYP3A4 inhibitor or inducer

Thyroid Hormones: Levothyroxine, Thyroid

- Thyroid hormones, either alone or with other therapeutic agents, should not be used for the treatment of obesity or for weight loss.
- In euthyroid patients, doses within the range of daily hormonal requirements are ineffective for weight reduction. Larger doses may produce serious or even life threatening manifestations of toxicity, particularly when given in association with sympathomimetic amines such as those used for their anorectic effects

Non-Selective NSAIDs: Diclofenac potassium, Diclofenac sodium, Etodolac, Ibuprofen, Indomethacin, Ketorolac, Piroxicam, Sulindac, Meloxicam

- NSAIDs may cause an increased risk of serious cardiovascular thrombotic events, myocardial infarction, and stroke, which can be fatal. This risk may increase with

duration of use. Patients with cardiovascular disease or risk factors for cardiovascular disease may be at greater risk.

- These NSAIDs are contraindicated for the treatment of peri-operative pain in the setting of coronary artery bypass graft (CABG) surgery
- NSAIDs cause an increased risk of serious gastrointestinal adverse events including bleeding, ulceration, and perforation of the stomach or intestines, which can be fatal. These events can occur at any time during use and without warning symptoms.
- Elderly patients are at greater risk for serious gastrointestinal events.

Metformin

- A rare, but serious, metabolic complication that can occur due to metformin accumulation during treatment. When it occurs, it is fatal in approximately 50% of cases.
- Lactic acidosis may also occur in association with a number of pathophysiologic conditions, including diabetes mellitus, and whenever there is significant tissue hypoperfusion and hypoxemia.
- Lactic acidosis is characterized by elevated blood lactate levels (> 5 mmol/L), decreased blood pH, electrolyte disturbances with an increased anion gap, and an increased lactate/pyruvate ratio. When metformin is implicated as the cause of lactic acidosis, metformin plasma concentrations > 5 mcg/mL are generally found.
- *Incidence:* Reported incidence of lactic acidosis with metformin therapy is very low (~0.03 cases/1000 patient years, with ~0.015 fatal cases/1000 patient-years). Reported cases have occurred primarily in diabetic patients with significant renal insufficiency, including both intrinsic renal disease and renal hypoperfusion, often in the setting of multiple concomitant medical/surgical problems and polpharmacy.
- Patients with CHF requiring pharmacological management, in particular those with unstable or acute CHF who are at risk of hypoperfusion and hypoxemia, are at an increased risk oflactic acidosis. The risk of lactic aidosis increases with the degree of renal dysfunction and patient age.
- The risk of lactic acidosis may be significantly decreased by regular monitoring of renal function and by the use of of the minimum effective dose. In particular, treatment of the elderly should be accompanied by careful monitoring of renal function.
- Metformin should not be started in patients 80 years or older unless CrCl demonstrates that renal function is not reduced, as these patients are more susceptible to developing lactic acidosis.
- Metformin should be promptly withheld in the presence of any condition associated with hypoxemia, dehydration, or sepsis.
- *Hepatic Dysfunction:* Metformin should be generally avoided in patients with clinical or laboratory evidence of hepatic disease.
- *AVOID EXCESSIVE ALCOHOL INTAKE:* Patients should be cautioned against excessive alcohol intake, either acute or chronic, during metformin therapy, since alcohol potentiates the effects of metfomin on lactate metabolism.
- Metformin should be temporarily discontinued prior to any intravascular radiocontrast study and for any surgical procedure.

- *SYMPTOMS OF LACTIC ACIDOSIS:* The onset of lactic acidosis often is subtle and accompanied by nonspecific symptoms (e.g., malaise, mylagias, respiratory distress, increasing somnolence, and nonspecific abdominal distress. With marked acidosis there may be hypothermia, hypotension, and resistant bradyarrhtyhmias. Patients should be instructed regarding recognition of these symptoms to to notify their physician immediately if they occur. Metformin should be withdrawn until the situation is clarified. Serum electrolytes, ketones, blood glucose, and if indicated, blood pH, lactate levels, and even blood metformin levels may be useful.
- *GI SYMPTOMS:* Once a patient is stabilized on any dose level of metformin, GI symptoms, which are common during initiation of therapy, are unlikely to be drug related. Later occurrences of gastrointestinal symptoms could be due to lactic acidosis or other serious disease.
- Fasting venous plasma lactate levels above the upper limit of normal but less than 5 mmol/L in patients taking metformin do not necessarily indicate impending lactic acidosis and may be explained by other mechanisms, such as poorly controlled diabetes or obesity, vigorous physical activity, or technical problems in sample handling.
- Lactic acidosis should be suspected in any diabetic patient with metabolic acidosis lacking evidence of ketoacidosis (ketonuria and ketonemia).

Methadone

- Addiction, Abuse, and Misuse
- Methadone exposes patients and other users to the risks of opioid addiction, abuse, and misuse, which can lead to overdose and death. Assess each patient's risk prior to prescribing and monitor all patients regularly for the development of these behaviors or conditions
- Life-threatening Respiratory Depression
- Serious, life-threatening, or fatal respiratory depression may occur with use of Monitor for respiratory depression, especially during initiation of or following a dose increase. Instruct patients to swallow (formulation; e.g., tablets, capsules) whole; crushing, chewing, or dissolving can cause rapid release and absorption of a potentially fatal dose of (active opioid) Accidental Exposure
- Accidental [ingestion/exposure] of even one dose of especially by children, can result in a fatal overdose of (active opioid)
  Neonatal Opioid Withdrawal Syndrome
- Prolonged use of during pregnancy can result in neonatal opioid withdrawal syndrome, which may be life-threatening if not recognized and treated, and requires management according to protocols developed by neonatology experts. If opioid use is required for a prolonged period in a pregnant woman, advise the patient of the risk of neonatal opioid withdrawal syndrome and ensure that appropriate treatment will be available.
- Interaction with Alcohol (This subheading and text should be included in the boxed warning only for products that have an interaction with alcohol.)

- Instruct patients not to consume alcoholic beverages or use prescription or non-prescription products that contain alcohol while taking Methadone.

Methotrexate

- METHOTREXATE SHOULD BE USED ONLY BY PHYSICIANS WHOSE KNOWLEDGE AND EXPERIENCE INCLUDE THE USE OF ANTIMETABOLITE THERAPY. BECAUSE OF THE POSSIBILITY OF SERIOUS TOXIC REACTIONS (WHICH CAN BE FATAL).
- METHOTREXATE SHOULD BE USED ONLY IN LIFE THREATENING NEOPLASTIC DISEASES, OR IN PATIENTS WITH PSORIASIS OR RHEUMATOID ARTHRITIS WITH SEVERE, RECALCITRANT, DISABLING DISEASE WHICH IS NOT ADEQUATELY RESPONSIVE TO OTHER FORMS OF THERAPY.
- DEATHS HAVE BEEN REPORTED WITH THE USE OF METHOTREXATE IN THE TREATMENT OF MALIGNANCY, PSORIASIS, AND RHEUMATOID ARTHRITIS.
- PATIENTS SHOULD BE CLOSELY MONITORED FOR BONE MARROW, LIVER, LUNG AND KIDNEY TOXICITIES
- PATIENTS SHOULD BE INFORMED BY THEIR PHYSICIAN OF THE RISKS INVOLVED AND BE UNDER A PHYSICIAN'S CARE THROUGHOUT THERAPY.
- Potentially fatal opportunistic infections, especially Pneumocystis carinii pneumonia, may occur with methotrexate therapy.
- Methotrexate given concomitantly with radiotherapy may increase the risk of soft tissue necrosis and osteonecrosis.
- METHOTREXATE FORMULATIONS AND DILUENTS CONTAINING PRESERVATIVES MUST NOT BE USED FOR INTRATHECAL OR HIGH DOSE METHOTREXATE THERAPY.
- Methotrexate has been reported to cause fetal death and/or congenital anomalies. Therefore, it is not recommended for women of childbearing potential unless there is clear medical evidence that the benefits can be expected to outweigh the considered risks. Pregnant women with psoriasis or rheumatoid arthritis should not receive methotrexate Methotrexate elimination is reduced in patients with impaired renal function, ascites, or pleural effusions. Such patients require especially careful monitoring for toxicity, and require dose reduction or, in some cases, discontinuation of methotrexate administration.
- Unexpectedly severe (sometimes fatal) bone marrow suppression, aplastic anemia, and gastrointestinal toxicity have been reported with concomitant administration of methotrexate (usually in high dosage) along with some nonsteroidal anti-inflammatory drugs (NSAIDs).
- Diarrhea and ulcerative stomatitis require interruption of therapy; otherwise, hemorrhagic enteritis and death from intestinal perforation may occur.
- Methotrexate causes hepatotoxicity, fibrosis and cirrhosis, but generally only after prolonged use.

- Acutely, liver enzyme elevations are frequently seen. These are usually transient and asymptomatic, and also do not appear predictive of subsequent hepatic disease. Liver biopsy after sustained use often shows histologic changes, and fibrosis and cirrhosis have been reported; these latter lesions may not be preceded by symptoms or abnormal liver function tests in the psoriasis population. For this reason, periodic liver biopsies are usually recommended for psoriatic patients who are under long-term treatment. Persistent abnormalities in liver function tests may precede appearance of fibrosis or cirrhosis in the rheumatoid arthritis population.
- Methotrexate-induced lung disease, including acute or chronic interstitial pneumonitis, is a potentially dangerous lesion, which may occur acutely at any time during therapy and has been reported at low doses. It is not always fully reversible and fatalities have been reported. Pulmonary symptoms (especially a dry, nonproductive cough) may require interruption of treatment and careful investigation.
- Malignant lymphomas, which may regress following withdrawal of methotrexate, may occur in patients receiving low-dose methotrexate and, thus, may not require cytotoxic treatment. Discontinue methotrexate first and, if the lymphoma does not regress, appropriate treatment should be instituted.
- Like other cytotoxic drugs, methotrexate may induce "tumor lysis syndrome" in patients with rapidly growing tumors. Appropriate supportive and pharmacologic measures may prevent or alleviate this complication.
- Severe, occasionally fatal, skin reactions have been reported following single or multiple doses of methotrexate. Reactions have occurred within days of oral, intramuscular, intravenous, or intrathecal methotrexate administration. Recovery has been reported with discontinuation of therapy

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MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Perform periodic liver biopsies in psoriatic patients who are on chronic therapy.
- Persistent abnormalities in LFTs may precede appearance of fibrosis or cirrhosis in rheumatoid arthritis patients.
- Pulmonary symptoms (especially nonproductive, dry cough), diarrhea, and ulcerative stomatitis may require interruption of treatment and careful monitoring.
- Diarrhea, and ulcerative stomatitis require interruption of treatment and careful monitoring.
- Patients should be informed by their physicians of the risks involved and be under a physician's care throughout therapy

Metoclopramide

- Chronic treatment with metoclopramide can cause tardive dyskinesia, a serious movement disorder that is often irreversible.
- The risk of developing tardive dyskinesia increases with the duration of treatment and the total cumulative dose.

- Metoclopramide therapy should be discontinued in patients who develop signs or symptoms of tardive dyskinesia. There is no known treatment for tardive dyskinesia. In some patients, symptoms may lessen or resolve after metoclopramide treatment is stopped.
- Treatment with metoclopramide for longer than 12 weeks should be avoided in all but rare cases where therapeutic benefit is thought to outweigh the risk of developing tardive dyskinesia.

Metronidazole (Oral and injection)

- Animal data: Carcinogenic in mice and rats
- Avoid unnecessary use. Its use should be reserved for the conditions described in the INDICATIONS AND USAGE section

Morphine Sulfate (Controlled Release/Extended Release)

- Exposes patients and other users to the risks of opioid addiction, abuse, and misuse, which can lead to overdose and death. Assess each patient's risk prior to prescribing, and monitor all patients regularly for the development of these behaviors or conditions
- Serious, life-threatening, or fatal respiratory depression may occur with use of Morphine Sulfate Monitor for respiratory depression, especially during initiation of Morphine Sulfate or following a dose increase. Instruct patients to swallow Morphine Sulfate (formulation; e.g., tablets, capsules) whole; crushing, chewing, or dissolving Morphine Sulfate (formulation) can cause rapid release and absorption of a potentially fatal dose of (active opioid) [
- Accidental [ingestion/exposure] of even one dose of Morphine Sulfate especially by children, can result in a fatal overdose of (active opioid).
- Prolonged use of Morphine Sulfate during pregnancy can result in neonatal opioid withdrawal syndrome, which may be life-threatening if not recognized and treated, and requires management according to protocols developed by neonatology experts. If opioid use is required for a prolonged period in a pregnant woman, advise the patient of the risk of neonatal opioid withdrawal syndrome and ensure that appropriate treatment will be available.
- Instruct patients not to consume alcoholic beverages or use prescription or non-prescription products that contain alcohol while taking Morphine Sulfate. The co-ingestion of alcohol with Morphine Sulfate may result in increased plasma levels and a potentially fatal overdose.

Olanzapine

- Elderly patients with dementia related psychosis treated with atypical antipsychotic drugs are at an increased risk of death compared to placebo.
- Analyses of seventeen placebo controlled trials (modal duration of 10 weeks, largely in patients taking atypical antipyschotic drugs, revealed a risk of death in the drug treated

patients of between 1.6 to 1.7 times that seen in placebo treated patients. Over the course of a typical 10-week controlled trial, the rate of death in drug treated patients was about 4.5% compared to a rate of about 2.6% in the placebo group.

- Although the causes of death were varied, most of the deaths appeared to be either cardiovascular (e.g., heart failure, sudden death) or infectious (e.g., pneumonia) in nature.
- Observational studies suggest that, similar to atypical antipsychotic drugs, treatment with conventional antipsychotic drugs may increase mortality.
- The extent to which the findings of increased mortality in observational studies may be attributed to the antipsychotic drug as opposed to some characteristic(s) of the patients is not clear.
- This drug is not approved for the treatment of patients with dementia-related psychosis (See WARNINGS in package insert).
- Adverse events with signs and symptoms consistent with olanzapine overdose, in particular, sedation (including coma) and/or delirium, have been reported following injections of olanzapine.
- Olanzapine injection must be administered in a registered health care facility with ready access to emergency response services.
- After each injection, patients must be observed at the healthcare facility by a healthcare professional for at least 3 hours.
- Because of this risk, olanzapine injectable is available only through a restricted distribution program called Zyprexa Relprevv Patient Care Program and requires prescriber, healthcare facility, patient, and pharmacy enrollment.

Oxycodone (Controlled Release/ Extended Release): Oxycodone, Oxycontin

- Oxycodone ER exposes patients and other users to the risks of opioid addiction, abuse and misuse, which can lead to overdose and death. Assess each patient's risk prior to prescribing Oxycodone ER and monitor all p
- atients regularly for the development of these behaviors or conditions Serious, life-threatening, or fatal respiratory depression may occur with use of Oxycodone ER. Monitor for respiratory depression, especially during initiation of Oxycodone ER or following a dose increase. Instruct patients to swallow OXYCONTIN tablets whole; crushing, chewing, or dissolving Oxycodone ER tablets can cause rapid release and absorption of a potentially fatal dose of oxycodone
- Accidental ingestion of even one dose of Oxycodone ER, especially by children, can result in a fatal overdose of oxycodone
- Prolonged use of Oxycodone ER during pregnancy can result in neonatal opioid withdrawal syndrome, which may be life-threatening if not recognized and treated, and requires management according to protocols developed by neonatology experts. If opioid use is required for a prolonged period in a pregnant woman, advise the patient of the risk of neonatal opioid withdrawal syndrome and ensure that appropriate treatment will be available

- The concomitant use of Oxycodone ER with all cytochrome P450 3A4 inhibitors may result in an increase in oxycodone plasma concentrations, which could increase or prolong adverse drug effects and may cause potentially fatal respiratory depression. In addition, discontinuation of a concomitantly used cytochrome P450 3A4 inducer may result in an increase in oxycodone plasma concentration. Monitor patients receiving Oxycodone ER and any CYP3A4 inhibitor or inducer.

WARNING: IMPORTANCE OF PROPER PATIENT SELECTION AND POTENTIAL FOR ABUSE

- OxyContin contains oxycodone which is an opioid agonist and a Schedule II controlled substance with an abuse liability similar to morphine.
- OxyContin can be abused in a manner similar to other opioid agonists, legal or illicit. This should be considered when prescribing or dispensing OxyContin in situations where the physician or pharmacist is concerned about an increased risk of misuse, abuse, or diversion.
- OxyContin is a controlled-release oral formulation of oxycodone hydrochloride indicated for the management of moderate to severe pain when a continuous, around-the-clock opioid analgesic is needed for an extended period of time.
- OxyContin is not intended for use on an as-needed basis.
- Patients considered opioid tolerant are those who are taking at least 60 mg oral morphine/day, 25 mcg transdermal fentanyl/hour, 30 mg oral oxycodone/day, 8 mg oral hydromorphone/day, 25 mg oral oxymorphone/day, or an equianalgesic dose of another opioid for one week or longer.
- OxyContin 60 mg and 80 mg tablets, a single dose greater than 40 mg, or a total daily dose greater than 80 mg are only for use in opioid-tolerant patients, as they may cause fatal respiratory depression when administered to patients who are not tolerant to the respiratory-depressant or sedating effects of opioids.
- Persons at increased risk for opioid abuse include those with a personal or family history of substance abuse (including drug or alcohol abuse or addiction) or mental illness (e.g., major depression). Patients should be assessed for their clinical risks for opioid abuse or addiction prior to being prescribed opioids. All patients receiving opioids should be routinely monitored for signs of misuse, abuse and addiction.
- OxyContin must be swallowed whole and must not be cut, broken, chewed, crushed, or dissolved. Taking cut, broken, chewed, crushed or dissolved OxyContin tablets leads to rapid release and absorption of a potentially fatal dose of oxycodone.
- The concomitant use of OxyContin with all cytochrome P450 3A4 inhibitors such as macrolide antibiotics (e.g., erythromycin), azole-antifungal agents (e.g., ketoconazole), and protease inhibitors (e.g., ritonavir) may result in an increase in oxycodone plasma concentrations, which could increase or prolong adverse effects and may cause potentially fatal respiratory depression. Patients receiving OxyContin and a CYP3A4 inhibitor should be carefully monitored for an extended period of time and dosage adjustments should be made if warranted.

- Take care when prescribing and administering Oxycodone Hydrochloride Oral Solution 5 mg/5 mL or *Oxycodone concentrated oral solution* (20 mg/mL) concentration to avoid dosing errors due to confusion between mg and mL, and other oxycodone solutions with different concentrations, which could result in accidental overdose and death.
- Take sure to ensure the proper dose is communicated and dispensed.
- Keep Oxycodone Hyrdochloride Oral Solution out of reach of children. In case of accidental ingestion, seek emergency medical help immediately.
- *Oxycodone concentrated oral solution* is available as a 20 mg/mL concentration and is indicated for use in *opioid-tolerant patients only.*

Phenytoin Sodium (injection)

- The rate of intravenous phenytoin administration should not exceed 50 mg per minute in adults and 1-3 mg/kg/min (or 50 mg per minute, whichever is slower) in pediatric patients because of the risk of severe hypotension and cardiac arrhythmias.
- Careful cardiac monitoring is needed during and after administering intravenous phenytoin. Although the risk of cardiovascular toxicity increases with infusion rates above the recommended infusion rate, these events have also been reported at or below the recommended infusion rate.
- Reduction in rate of administration or discontinuation of dosing may be needed.

Thiazolidinedione: Pioglitazone, Rosiglitazone

- Thiazolidinediones, including pioglitazone and rosiglitazone, cause or exacerbate congestive heart failure in some patients.
- After initiation of these drugs, and after dose increases, observe patients carefully for signs and symptoms of heart failure (including excessive, rapid weight gain, dyspnea, and/or edema). If these signs and symptoms develop, the heart failure should be managed according to the current standards of care. Furthermore, discontinuation or dose reduction of these drugs must be considered.
- These drugs are not recommended in patients with symptomatic heart failure. Initiation of these drugs in patients with established NYHA Class III or IV heart failure is contraindicated.
- Rosiglitazone only: Myocardial infarction. A meta-analysis of 52 clinical trials (mean duration 6 months; 16,995 total patients), most of which compared rosiglitazone to placebo, showed rosiglitazone to be associated with a statistically significant increased risk of myocardial infarction. Three other trials (mean duration 46 months; 14,067 total patients), comparing rosiglitazone to some other approved oral antidiabetic agents or placebo, showed a statistically non-significant increased risk of myocardial infarction, and a statistically non-significant decreased risk of death. There have been no clinical trials directly comparing cardiovascular risk of rosiglitazone and pioglitazone, but in a separate trial, pioglitazone (when compared to placebo) did not show an increased risk of myocardial infarction or death.

Promethazine

- Promethazine should not be used in pediatric patients less than 2 years of age because of the potential for fatal respiratory depression
- Post marketing cases of respiratory depression, including fatalities, have been reported with the use of promethazine in pediatric patients less than 2 yrs of age. A wide range of weight-based doses of promethazine have resulted in respiratory depression in these patients.
- Caution should be exercised when administering this drug to pediatric patients 2 years of age or older. It is recommended that the lowest effective dose of promethazine be used in such patients and concomitant administration of other drugs with respiratory depressant effects be avoided.
- Perivascular extravasation, unintentional intra-arterial injection and intraneuronal or perineuronal infiltration of the drug may result in irritation and tissue damage, including gangrene.
- The Boxed Warning will remind practitioners that due to the risks of intravenous injection, the preferred route of administration is deep intramuscular injection and that subcutaneous injection is contraindicated.
- Perivascular extravasation, unintentional intra-arterial injection and intraneuronal or perineuronal infiltration of the drug may result in irritation and tissue damage. Healthcare professionals should be alert for signs and symptoms of potential tissue injury including burning or pain at the site of injection, phlebitis, swelling, and blistering

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Concomitant administration of other drugs with respiratory depressant effects be avoided
- Be alert for signs and symptoms of potential tissue injury including burning or pain at the site of injection, phlebitis, swelling, and blistering.

Quetiapine

- Elderly patients with dementia related psychosis treated with atypical antipsychotic drugs are at an increased risk of death compared to placebo.
- Analyses of seventeen placebo controlled trials (modal duration of 10 weeks, largely in patients taking atypical antipyschotic drugs, revealed a risk of death in the drug treated patients of between 1.6 to 1.7 times that seen in placebo treated patients. Over the course of a typical 10-week controlled trial, the rate of death in drug treated patients was about 4.5% compared to a rate of about 2.6% in the placebo group.

- Although the causes of death were varied, most of the deaths appeared to be either cardiovascular (e.g., heart failure, sudden death) or infectious (e.g., pneumonia) in nature.
- Observational studies suggest that, similar to atypical antipsychotic drugs, treatment with conventional antipsychotic drugs may increase mortality.
- The extent to which the findings of increased mortality in observational studies may be attributed to the antipsychotic drug as opposed to some characteristic(s) of the patients is not clear.
- This drug is not approved for the treatment of patients with dementia-related psychosis
- Antidepressants increased the risk compared to placebo of suicidal thinking and behavior (suicidality) in short term studies in children, adolescents, and young adults with major depressive disorder (MDD) and other psychiatric disorders.
- Anyone considering the use of this drug or any other antidepressant in a child, adolescent, or young adult must balance this risk with the clinical need.
- Short term studies did not show an increase in the risk of suicidality with antidepressants compared to placebo in adults beyond age 24; there was a reduction in risk with antidepressants compared to placebo in adults aged 65 and older.
- Depression and certain other psychiatric disorders are themselves associated with increases in the risk of suicide.
- Patients of all ages who are started on therapy should be monitored appropriately and observed closely for clinical worsening, suicidality, or unusual changes in behavior.
- Families and care givers should be advised of the need for close observation and communication with the prescriber.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Close observation for suicidal thinking or unusual changes in behavior.

Risperidone

- Elderly patients with dementia related psychosis treated with atypical antipsychotic drugs are at an increased risk of death compared to placebo.
- Analyses of seventeen placebo controlled trials (modal duration of 10 weeks, largely in patients taking atypical antipyschotic drugs, revealed a risk of death in the drug treated patients of between 1.6 to 1.7 times that seen in placebo treated patients. Over the course of a typical 10-week controlled trial, the rate of death in drug treated patients was about 4.5% compared to a rate of about 2.6% in the placebo group.
- Although the causes of death were varied, most of the deaths appeared to be either cardiovascular (e.g., heart failure, sudden death) or infectious (e.g., pneumonia) in nature.
- Observational studies suggest that, similar to atypical antipsychotic drugs, treatment with conventional antipsychotic drugs may increase mortality.

- The extent to which the findings of increased mortality in observational studies may be attributed to the antipsychotic drug as opposed to some characteristic(s) of the patients is not clear.

Rivaroxaban

Premature discontinuation of any oral anticoagulant, including XARELTO, increases the risk of thrombotic events. If anticoagulation with XARELTO is discontinued for a reason other than pathological bleeding or completion of a course of therapy, consider coverage with another anticoagulant.

SPINAL/EPIDURAL HEMATOMA

Epidural or spinal hematomas have occurred in patients treated with XARELTO who are receiving neuraxial anesthesia or undergoing spinal puncture. These hematomas may result in long-term or permanent paralysis. Consider these risks when scheduling patients for spinal procedures. Factors that can increase the risk of developing epidural or spinal hematomas in these patients include:

- use of indwelling epidural catheters
- concomitant use of other drugs that affect hemostasis, such as non-steroidal anti-inflammatory drugs (NSAIDs), platelet inhibitors, other anticoagulants
- a history of traumatic or repeated epidural or spinal punctures
- a history of spinal deformity or spinal surgery
- optimal timing between the administration of XARELTO and neuraxial procedures is not known

Monitor patients frequently for signs and symptoms of neurological impairment. If neurological compromise is noted, urgent treatment is necessary Consider the benefits and risks before neuraxial intervention in patients anticoagulated or to be anticoagulated for thromboprophylaxis [

Salmeterol

- Long acting beta2 adrenergic agonists (LABAs), such as salmeterol, increase the risk of asthma related death.
- Data from a large placebo controlled US study that compared the safety of salmeterol (inhalation aerosol) or placebo added to usual asthma therapy showed an increase in asthma-related deaths in patients receiving salmeterol (13 deaths out of 13,176 patients treated for 28 weeks on salmeterol versus 3 deaths out of 13,179 patients treated for 28 weeks on placebo).
- Currently available data are inadequate to determine whether concurrent use of inhaled corticosteroids or other long term asthma control drugs mitigates the increased risk of asthma-related death from LABAs.

- Because of this risk, use of salmeterol for the treatmetn of asthma without a concomitant long-term asthma control medication, such as an inhaled corticosteroid, is contraindicated.
- Use salmeterol only as additional therapy for patients with asthma who are currently taking but are inadequately controlled on a long-term asthma control medication, such as an inhaled corticosteroid.
- Once asthma control is achieved and maintained, assess the patient at regular intervals and step down therapy (e.g., discontinue the agent) if possible without loss of asthma control and maintain the patient on a long-term asthma control medication, such as an inhaled corticosteroid.
- Do not use salmeterol for patients whose asthma is adequately controlled on low- or medium-dose inhaled corticosteroids.
- Available data from controlled clinical trials suggest that LABAs increase the risk of asthma-related hospitalization in pediatric and adolescent patients.
- For pediatric and adolescent patients with asthma who require addition of a LABA to an inhaled corticosteroid, a fixed-dose combination product containing both an inhaled corticosteroid and a LABA should ordinarily be used to ensure adherence with both drugs.
- In cases where use of a separate long-term asthma control medication (e.g., inhaled corticosteroid) and a LABA is clinically indicated, appropriate steps must be taken to ensure adherence with both treatment components. If adherence cannot be assured, a fixed-dose combination product containing both an inhaled corticosteroid and a LABA is recommended.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Should not be initiated in patients with significantly worsening or acutely deteriorating asthma, which may be life-threatening.
- Patients should be counseled to recognize the signs and symptoms of deteriorating asthma control and the need to seek medical attention promptly if warranted.

Sertraline

- Antidepressants increased the risk compared to placebo of suicidal thinking and behavior (suicidality) in short term studies in children, adolescents, and young adults with major depressive disorder (MDD) and other psychiatric disorders.
- Anyone considering the use of this drug or any other antidepressant in a child, adolescent, or young adult must balance this risk with the clinical need.
- Short term studies did not show an increase in the risk of suicidality with antidepressants compared to placebo in adults beyond age 24; there was a reduction in risk with antidepressants compared to placebo in adults aged 65 and older.
- Depression and certain other psychiatric disorders are themselves associated with increases in the risk of suicide.

- Patients of all ages who are started on therapy should be monitored appropriately and observed closely for clinical worsening, suicidality, or unusual changes in behavior.
- Families and care givers should be advised of the need for close observation and communication with the prescriber.
- This drug is not approved for use in pediatric patients except for patients with obsessive compulsive disorder (OCD)
- See Warnings: Clinical Worsening and Suicide Risk, Precautions: Information for Patients, and Precautions: Pediatric Use

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MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Close observation for suicidal thinking or unusual changes in behavior

Spironolactone

- Spironolactone has been shown to be a tumorigen in chronic toxicity studies in rats.
- This drug should be use olny in conditions described under INDICATIONS AND USAGE.
- Unnecessary use of this drug should be avoided.

Conventional Antipsychotics: Haloperidol, Prochlorperazine, Thiothixene

- Elderly patients with dementia related psychosis treated with atypical antipsychotic drugs are at an increased risk of death compared to placebo.
- Analyses of seventeen placebo controlled trials (modal duration of 10 weeks, largely in patients taking atypical antipyschotic drugs, revealed a risk of death in the drug treated patients of between 1.6 to 1.7 times that seen in placebo treated patients. Over the course of a typical 10-week controlled trial, the rate of death in drug treated patients was about 4.5% compared to a rate of about 2.6% in the placebo group.
- Although the causes of death were varied, most of the deaths appeared to be either cardiovascular (e.g., heart failure, sudden death) or infectious (e.g., pneumonia) in nature.
- Observational studies suggest that, similar to atypical antipsychotic drugs, treatment with conventional antipsychotic drugs may increase mortality.
- The extent to which the findings of increased mortality in observational studies may be attributed to the antipsychotic drug as opposed to some characteristic(s) of the patients is not clear.
- This drug is not approved for the treatment of patients with dementia-related psychosis

Trazodone

- Antidepressants increased the risk compared to placebo of suicidal thinking and behavior (suicidality) in short term studies in children, adolescents, and young adults with major depressive disorder (MDD) and other psychiatric disorders.
- Anyone considering the use of this drug or any other antidepressant in a child, adolescent, or young adult must balance this risk with the clinical need.
- Short term studies did not show an increase in the risk of suicidality with antidepressants compared to placebo in adults beyond age 24; there was a reduction in risk with antidepressants compared to placebo in adults aged 65 and older.
- Depression and certain other psychiatric disorders are themselves associated with increases in the risk of suicide.
- Patients of all ages who are started on therapy should be monitored appropriately and observed closely for clinical worsening, suicidality, or unusual changes in behavior.
- Families and care givers should be advised of the need for close observation and communication with the prescriber.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Close observation for suicidal thinking or unusual changes in behavior

Triameterene Combination products

- Hyperkalemia can occur and is more likely in patients with renal impairment and diabetes and in the elderly or severely ill.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Serum potassium levels monitored at frequent intervals especially in patients receiving medication for first time, when dosage changed or during illness that may affect renal function.

Venlafaxine

- Antidepressants increased the risk compared to placebo of suicidal thinking and behavior (suicidality) in short term studies in children, adolescents, and young adults with major depressive disorder (MDD) and other psychiatric disorders.
- Anyone considering the use of this drug or any other antidepressant in a child, adolescent, or young adult must balance this risk with the clinical need.
- Short term studies did not show an increase in the risk of suicidality with antidepressants compared to placebo in adults beyond age 24; there was a reduction in risk with antidepressants compared to placebo in adults aged 65 and older.

- Depression and certain other psychiatric disorders are themselves associated with increases in the risk of suicide.
- Patients of all ages who are started on therapy should be monitored appropriately and observed closely for clinical worsening, suicidality, or unusual changes in behavior.
- Families and care givers should be advised of the need for close observation and communication with the prescriber.

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Close observation for suicidal thinking or unusual changes in behavior

Vismodegib

- Vismodegib (Erivedge) capsule can result in embryo-fetal death or severe birth defects.
- Vismodegib is embryotoxic and teratogenic in animals. Teratogenic effects included severe midline defects, missing digits, and other irreversible malformations.
- Verify pregnancy status prior to the initiation of vismodegib (Erivedge).
- Advise male and female patients of these risks. Advise female patients of the need for contraception and advise male patients of the potential of vismodegib (Erivedge) exposure through semen. [See Warnings and Precautions, Use in Specific Populations]

MONITORING RECOMMENDATIONS RELATED TO BLACK BOX DATA

- Verify pregnancy status prior to initiation of the drug
- Counsel patients regarding teratogenicity risk

SOUTHERN INYO HOSPITAL
Lone Pine, California

POLICY AND PROCEDURE

Subject: Medication Errors and Drug Reactions	Reference Number:
Department: Acute/ER/SNF	Date Written:2/94 Date Reviewed/ Revised: 2/11
APPROVED BY: CRWilson, RN DON	
Signature:	
Title:	Page 1 of 1

POLICY
It is the policy of Southern Inyo Hospital to safeguard the resident/patient and provide emergency care as necessary.

EQUIPMENT
1. Incident report form
2. Sphygmomanometer and stethoscope
3. Thermometer

PROCEDURE
1. Report all medication errors and drug reactions immediately to the attending physician & director of nursing services.
2. Provide immediate care to resident/patient.
    a. Take vital signs and record.
    b. Observe entire body
    c. Assess respiratory, cardiac, and circulatory status.
    d. Observe frequently.
3. Follow attending physician's orders.
4. Complete Quality Review report. (See Quality Review Report policy)
5. Complete Medication Error and Drug Reaction form. (A copy of this report follows)

DOCUMENTATION
1. Date, time of error.
2. Explain medication error in detail.
3. Notification of: Physician and DNS.
4. Time each individual was notified and time of response.
5. Resident/patient's response to medication and vital signs.
6. Emergency care and physician's orders for care.
7. Frequent observation of the resident/patient.
8. Signature and title.

NOTE: ALL NURSES ADMINISTERING MEDICATIONS SHOULD BE FAMILIAR WITH DRUG REACTIONS, EFFECTS AND CONTRAINDICATIONS. IF YOU ARE NOT SURE, CHECK THE DRUG REFERENCE MANUAL BEFORE ADMINISTERING AN UNFAMILIAR DRUG.

Plan To Eliminate or Substantially Reduce Medication-Related Errors (HSC 1339.63)

Commonly known as the Medication Error Reduction Plan or MERP

2018 Plan

Southern Inyo Hospital
Lone Pine, CA

I. Overview/Background

A. Southern Inyo Healthcare District (SIHD) is located in Lone Pine, Inyo County, California. Some of SIHD services are: Emergency Room, 4 bed acute care unit, 33 bed distinct part SNF, on site laboratory, X-Ray and Physical Therapy. SIHD's is dedicated to maintaining and improving health of residents and visitors of the District through a coordinated health program, including acute inpatient and outpatient services, skilled nursing, education, referral services, and recruitment of health care personnel, with the support of the Citizens in Support of Southern Inyo Hospital, the Inyo County Supervisors, and the voters within the Southern Inyo Healthcare District boundaries.

B. In 2001 the California legislature passed legislation resulting in HSC 1339.63 which required every general acute care hospital to adopt a formal plan to eliminate or substantially reduce medication-related errors. This plan is generally referred to as the MERP – **M**edication **E**rror **R**eduction **P**lan.

C. Starting with this year we are moving to reviewing the effectiveness of the plan and creating a plan for the coming 12-months. This plan is then officially the 2015 plan. We made this change to make sure that as we develop medication error reduction strategies that require funding (either operational or capital), that we can coordinate the budgeting process to match the plan.

II. 2002 MERP to 2010 - Gap Analysis

Does not apply to SIHD

III. The 2015 SIHD MERP

A. Brief Summary of the MERP process

The Medication Safety Committee (MSC) is a subcommittee of the Pharmacy and Therapeutics Committee and reports through medical staff channels to the Governing Board. The MSC owns the MERP process. The MSC oversees the annual review of the MERP effectiveness and identifies planned medication error reduction activities for the subsequent year. The planned activities are incorporated into the column for the new year in the "MERP ACTIVITIVIES BY ELEMENT ANNUAL UPDATE GRID". This grid is an integral part of the MERP. It lists the medication error reduction activities, sorted by the 11-required elements, that have taken place in the past and also the activities for the current year. At the start of the year, based on the assessment of the effectiveness of the plan in the previous year, there will be medication error reduction strategies identified across the 11 elements.

During the year, new strategies will be added as they are identified. At the end of the year the grid will then summarize all activities that occurred during that year and a new column is added for the subsequent year. The plan for the year as outlined in the grid should not be confused with this entire document which is the full SIHD MERP.

B. Definitions

Medication-related error

The CA HSC 1339.63 defines a medication-related error as any preventable medication-related event that adversely affects a patient and that is related to professional practice, or health care products, procedures, and systems, including, but not limited to:

- prescribing
- prescription order communications
- product labeling
- packaging and nomenclature
- compounding
- dispensing
- distribution
- administration
- education
- monitoring
- use

The SIHD definition of a medication error is: any preventable event that may cause or leads to inappropriate medication use or patient harm while the medication is in the control of the health care professional, patient or consumer.

Prescribing: The process whereby a licensed or authorized prescriber orders a medication for a patient. This includes utilizing order sets, electronic transfer orders, and allied health professional driven protocols. It includes automated systems to communicate ordered prescriptions It includes requirements for every order, including the required elements of a prescription, legibility, as well as what should not be used during the prescribing process such as do not use abbreviations, inappropriate leading/trailing zeros, ranges, and PRN orders without indication or clear instruction on use.

Prescription Order Communication/Documentation: The process where a prescription is communicated, clarified, transcribed (if necessary), documentation of medication administration including dose/infusion rate, and any other communications related to a prescription order. This also includes communication of relevant information to the pharmacy necessary for medication order processing such as pregnancy/lactation status, allergies, telemetry status, labs and current weight as well as medication related

electronic alerts during prescription order entry, pharmacist validation or clinician administration, related to allergies, therapeutic duplication and contraindications. This includes the telephone and verbal order process and verification as well as utilization of technician order entry.

Product Labeling: The labels placed on a medication at any point in the process intended to be administered to a patient. This includes the layout of the label itself and auxiliary labels and nursing labeling of products that they prepare. This also includes utilization of appropriate units (i.e. metric system).

Packaging & Nomenclature: The process of preparing a product in a unit dose ready-to-administer package and includes the entire prep to verification process in the pharmacy. This is the repackaging of bulk products to unit dose packages. Packaging may also include use of barcodes as applicable. Nomenclature involves utilizing a standard system of measurement (metric system)for all packages. This also includes Look-Alike Sound-Alike (LASA) medications.

Compounding: The process of preparing a product not commercially available in the concentration ordered by the prescriber preferably by the pharmacy. This involves utilizing a sterile compounding area as appropriate and utilizing licensed outsourced companies to obtain products commonly used, expanding availability of pre-made ready to use products to minimize compounding outside the pharmacy department. This includes standardizing concentrations and beyond use dating pertinent to USP 797.

Dispensing: The process of a pharmacist validating a prescriber order and selecting the correct medication to dispense to a patient, including orals, IV's and other miscellaneous route medications. This includes a process for verifying and using patient own medications. Includes medications provided at discharge. This process is completed by the physician in the Emergency Department and upon discharge from the acute unit.

Distribution: The process where the clinician obtains the medication on the unit to administer to the patient. Includes dispensing cabinets, medication kits emergency carts and medication storage upon delivery from pharmacy. Includes the process where the clinician obtains the medications for administration which may involve using the override function on an automated dispensing cabinet. Includes utilization of scanners in the pharmacy pick area or at the dispensing cabinet to ensure delivery to the right pocket. Includes storage requirements for LASA and high risk medications. Includes expiration date monitoring and temperature monitoring. Includes delays in medication being available from pharmacy.

Administration: The process where the clinician administers the medication to the patient. Includes electronic alerts displayed, use of bedside barcode systems, standard administration times, use of automated SMART pumps

and double check requirements. Also includes equipment modifications such as tubing and administration sets that help decrease medication related events.

Education: This includes education campaigns and programs targeted to any clinician involved in the med use process. It involves competencies, newsletters and in-services. This also includes tools intended to provide the clinician with medication related information such as Clinical Pharmacology, Micromedex and LexiComp. Also might be education directed at the patient &/or family.

Monitoring: The process to monitor a particular step in the med use process. Also includes audits, rounds, as well as retrospective, concurrent and proactive surveillance. It also includes specialists hired to review safety information on a national and local level. This is also the process of monitoring adverse drug events (medication errors and adverse drug reactions) and monitoring high alert or medications with known potential harm (BBW). Monitoring also includes patient specific monitoring such as response to a medication or items such as PTT, INR, blood glucose, falls, ETCO2 or QTc.

Other Use Process: Encompasses all other practices, systems and procedures in the medication use process. The process of performing medication-use evaluations, Core Measures, Failure-Mode-Effects Analysis (FMEA), RCA and surveys. This also can include computerized tools to review usage and document reasons for medication use.

C. Evaluation and assessment of each of the procedures and systems related to medication use to assess for any weaknesses or deficiencies that could contribute to medication errors.

For every reported medication error, the primary cause of the error is categorized into one of the 11 procedures and systems categories listed above. The Medication Safety Committee evaluates and assesses all reported medication errors. When weaknesses or deficiencies are identified based on reported medication errors, actions are taken to strengthen the effected procedure or system to minimize the risk of recurrence. If these actions are new actions and not simple re-enforcement of previously enacted actions, the MERP Activities by Element grid is updated accordingly.

The Medication Safety Committee regularly reviews ISMP Medication Safety Alert! Newsletters and FDA MedWatch reports. Through this review we may identify potential weaknesses or deficiencies in our procedures and systems that have been identified by outside agencies. For example, an ISMP Newsletter may identify a Sound Alike Look Alike (SALA) combination that we then choose to address). Again, the MERP grid will be updated if necessary.

There are other activities taking place in the organization that may identify opportunities to improve medication safety. These include, but are not limited to pharmacist interventions, medication use evaluations (MUEs), National Patient Safety Goal (NPSG) activities and implementation of the IT strategy. Whenever activities in these areas identify opportunities to improve medication safety the information will be reviewed by the MSC and incorporated into the MERP grid as appropriate.

D. Annual review to assess the effectiveness of the implemented activities.

Each year the MSC will review the effectiveness of the plan in reducing medication errors. This review will include an assessment of the plan in each of the 11-required elements as outlined in the activities by element grid. The annual review will be the final section of the MERP.

E. The plan is modified as warranted when weaknesses or deficiencies are noted to achieve reduction in medication errors.

F. Describe the technology to be implemented and how it is expected to reduce medication errors.

In early 2012 SIHD has purchase and began use of Omnicell Medication Dispensing System.

G. Include a system or process to proactively identify actual or potential medication-related errors. The system shall include concurrent and retrospective review of clinical care.

Actual or potential (near miss) medication-related errors are identified by physicians, nurses, pharmacists and other health care practitioners as they are encountered during the delivery of care. Medication errors are documented in the on-line event reporting system. Once the event is in the system the medication safety officer and pharmacy director are notified electronically. Immediate action is taken if necessary. All medication related errors are reviewed by the MSC.

The event reporting system will be modified to change the categories of "When did error occur" to include all 11 of the MERP required elements. Going forward it will be much simpler to track and trend medication errors according to the MERP categories.

Pharmacy has begun reviewing the use of three reversal agents, naloxone and flumazenil. Follow-up occurs with each use to make sure that an event report is completed for adverse drug reactions or medication errors that led to the use of the reversal agent.

Pharmacists and nursing staff identify potential or actual medication-related errors prospectively through review of physician medication orders. The pharmacist intervention report is reviewed by the MSC on a regular basis to identify prescribing practice problems that are not evident through the event reporting system.

Potential medication-related errors are also identified by accessing external sources of medication prevention information, namely The ISMP Medication Safety Alert! Newsletter, the FDA MedWatch and The Joint Commission Sentinel Event Alerts related to medication use. Through review of these sources we identify issues that are pertinent at our facility and then implement suggested changes.

H. Include a multidisciplinary process, including health care professionals responsible for pharmaceuticals, nursing, medical, and administration, to regularly analyze all identified actual or potential medication-related errors and describe how the analysis will be utilized to change current procedures and systems to reduce medication-related errors.

The Medication Safety Committee (MSC) the Chief Medical Officer, Chief Nursing Officer and the Director of Pharmacy as well as any designees for the drug room. The departmental based subcommittees drill down on the medication errors specific to their areas and develop action plans to address as appropriate. All potential or actual adverse medication events (both medication errors and adverse drug reactions) are analyzed at the MSC. Through the analysis the MSC determines what changes to procedures and systems are needed to reduce medication-related errors and adverse drug reactions and implements accordingly. Meeting minutes are submitted to the P & T Committee, the Chief Medical Officer and from there to the Governing Board (GB). The P & T Committee refers physician specific issues to the Medical Staff Quality Review committee (QRC) when needed.

I. Include a process to incorporate external medication-related error alerts to modify current processes and systems as appropriate.

As noted above in section G, we have incorporated external medication-related error alerts into our process. The Medication Safety Officer is responsible for subscribing to the various alerts. He/She will review these alerts and compile a summary of the alerts in the last month for review by the Medication Safety Committee. The Committee then determines if modification of current processes and systems are appropriate. The ISMP Quarterly Action Agenda is reviewed in its entirety by the Medication Safety Committee each quarter. The Organization Assessment, Action Required and Completion Dates will be completed for each Problem.

IV. 2011 review of the effectiveness of the MERP

A. Prescribing
All medication errors are reviewed at the MSC and are broken out by phase of the medication use process. Errors due to prescribing are identified, tracked for trends and actions taken as appropriate. Issues related to management of the diabetes patient, including hypoglycemia secondary to prescribing practices have been identified in the past and continue to occur.

B. Prescription order communications
All medication errors are reviewed at the MSC and are broken out by phase of the medication use process. Errors due to prescription order communications are identified, tracked for trends and actions taken as appropriate.

C. Product labeling
All medication errors are reviewed at the MSC and are broken out by phase of the medication use process. Errors due to product labeling are identified, tracked for trends and actions taken as appropriate. There have been very few errors due to product labeling reported.

D. Packaging and nomenclature
All medication errors are reviewed at the MSC committee and are broken out by phase of the medication use process. Errors due to packaging and nomenclature are identified, tracked for trends and actions taken as appropriate. There have been very few errors due to packaging and nomenclature reported.

E. Compounding
All medication errors are reviewed at the MSC committee and are broken out by phase of the medication use process. Errors due to compounding are identified, tracked for trends and actions taken as appropriate. There have been no errors due to compounding reported.

F. Dispensing
All medication errors are reviewed at the MSC committee and are broken out by phase of the medication use process. Errors due to dispensing, including overrides, are identified, tracked for trends and actions taken as appropriate. There have been no errors in regard to dispensing.

G. Distribution
All medication errors are reviewed at the MSC committee and are broken out by phase of the medication use process. Errors due to distribution are identified, tracked for trends and actions taken as appropriate. There have been no errors due to distribution reported.

H. Administration
All medication errors are reviewed at the MSC committee and are broken out by phase of the medication use process. Errors due to administration are identified, tracked for trends and actions taken as appropriate. There have

been a few medication administration events. These are related to oversights by nursing, name confusion or generalized confusion.

I. Education
All medication errors are reviewed at the MSC and are broken out by phase of the medication use process. Errors due to education deficits are identified, tracked for trends and actions taken as appropriate. Education was provided to nursing and physicians when implementing the Black Box Warning policy, which was designed to assure safe use of these medications. No adverse events associated with these drugs have been identified. Education processes appear to be effective. A need to provide enhanced patient education about their medications during the medication administration process has been identified.

J. Monitoring
All medication errors are reviewed at the MSC and are broken out by phase of the medication use process. Errors due to breakdowns in the monitoring process are identified, tracked for trends and actions taken as appropriate. No specific trend has been identified. Another monitoring related activity is the monitoring of all fentanyl patch orders. This has been demonstrated to be an effective process for assuring safe use of fentanyl patches and will be continued.

K. Use
All medication errors are reviewed at the MSC and are broken out by phase of the medication use process. Errors due to breakdowns in the use process are identified, tracked for trends and actions taken as appropriate. No errors related to use have been reported and the medication error reporting process is not a good method of identifying use issues. Several MUEs are planned for the coming year.

INFORMED CONSENT

RESIDENT NAME: _____ PHYSICIAN: _____

PROPOSED TREATMENT: _____

REASON FOR TREATMENT: _____

- ✓ I have explained to the resident the following material information:
- ✓ Reason for treatment and nature and seriousness of medical issue
- ✓ Nature of procedure to be used in the proposed treatment, including probable frequency and duration
- ✓ Probable degree and duration of improvement or remission (temporary or permanent) expected with or without treatment
- ✓ Nature, degree, duration and probability of known side effects and significant risks commonly known by caregivers
- ✓ Reasonable alternate treatment, risks and why the particular treatment is recommended
- ✓ The resident has the right to accept or refuse the proposed treatment and if he/she consents, has the right to revoke his/her consent for any reason at any time

Resident's Signature/ Resident's Responsible Party: _____

Relationship to Resident: _____

□ I have provided other material information regarding _____ including side effects, concerns, or possible adverse reactions.

Signature of Physician: _____ Date: _____

Signature of Witness: _____ Date: _____

CONFIRMATION OF INFORMED CONSENT

(To be completed by facility staff)

The physician has given the above information to the resident or resident's surrogate decision maker via: □ In person □ Telephone □ Facsimile

Care Plan has been updated? □ Yes □ No

Southern Inyo Healthcare District
501 E. Locust Street
P.O. Box 1009
Lone Pine, CA 93545

Southern Inyo
Healthcare District

760 876-2228 phone
760 876-5731 fax

Policies and Procedures approved by Medical Staff 10/26/2018:

1. Emergency Department Policy and Procedure Manual
2. Disaster Policy and Procedure Manual
3. Infection control Policy and Procedure Manual

SOUTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE MANUAL
ANNUAL REVIEW AND APPROVAL

INFECTION CONTROL
POLICY AND PROCEDURE MANUAL

REVIEWED AND APPROVED BY:

Acting Board Member	Date
Emergency Department Medical Director	10/26/18 Date
Chief Nursing Officer	10/26/18 Date
Administration	10-26-18 Date

SOUTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE MANUAL
ANNUAL REVIEW AND APPROVAL

EMERGENCY DEPARTMENT
POLICY AND PROCEDURE MANUAL

REVIEWED AND APPROVED BY:

Acting Board Member	Date
Emergency Department Medical Director	10/26/18 Date
Chief Nursing Officer	10/26/18 Date
Administration	10-26-18 Date

SOUTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE MANUAL
ANNUAL REVIEW AND APPROVAL

DISASTER
POLICY AND PROCEDURE MANUAL

REVIEWED AND APPROVED BY:

Acting Board Member	Date
Emergency Department Medical Director	10/26/18 Date
Chief Nursing Officer	10/26/18 Date
Administration	10-26-18 Date

SUBSCRIPTION FOR
CABLE, INTERNET & PHONE SERVICE

LONE PINE COMMUNICATIONS

Account No. _____

AGREEMENT made this 10th Day of OCTOBER 2018, by and between LONE PINE COMMUNICATION, INC (hereinafter called "COMPANY"), AND

Southern Inyo Healthcare District - Clinic (hereinafter referred to as "SUBSCRIBER").

IN CONSIDERATION of the following specified sums to paid by "SUBSCRIBER, the COMPANY hereby agrees to provide services of the COMPANY to the SUBSCRIBER at the following premises:

510 E Locust St. Lone Pine, CA 93545 760 876.2309

Residence No. Street Telephone

Mailing Address P.O. Box 1009 Lone Pine, Calif 93545

Designation of Premises: ☐ Residential ☒ Commercial ☐ Both (Check One)

SUBSCRIBER agrees to pay to COMPANY, prior to the installations of service, the following amounts (plus any applicable taxes);

Connection Charge	$ 50.00
Cable Service Package	$ 63.79/mo
Internet Service	$ _____
Modem Activation	$ _____
Modem / Router	$ _____
VoIP Home Phone	$ _____
Total	$ 113.79

SUSCRIBER agrees to pay the monthly service charge of $ 63.79 and any additional monthly charges in advance after commencement of service. The service charge from the installation date to the end of the first month shall be prorated the next month. Service shall continue on a month -to- month basis until terminated by SUBCRIBER upon requires or by the COMPANY.

The SUBSCRIBER understands that in providing the above service the COMPANY may make use of satellite relay system owned and supplied by others, and that the continued use of these the satellite relay system is in no way guaranteed. Applicant agrees that he will make no claim nor undertake and action against either the COMPANY, such pole and/or satellite relay system owners, or all, if the service to be provide hereunder is interrupted or discontinued, regardless of the reason therefor.

The SUBSCRIBER and the COMPANY are in mutual agreement with the terms and conditions provided herein, they shall signify that fact by their signatures below, and this writing shall thereupon constitute an agreement binding upon the COMPANY and the SUBSCRIBER.

Driver's License No._____ SUBSCRIBER SIGNATURE_____

Identification No. _____ Business Tax ID No. 95-6005450

Terms and Conditions of Service

The SUBSCRIBER agrees to pay the established monthly service fee for established monthly service fee for the maintenance and operation to the cable and Internet service. This fee is payable in advance on the first of each month and becomes delinquent if not paid by the 22nd of said month and will continue on a monthly basis until such date as the company receives notification from the subscriber to discontinue service. The subscriber understands that a late charge will be added if the monthly service fee remains unpaid by the 22nd.

The SUBSCRIBER hereby grants permission to enter upon premises of the subscriber for the purpose of installation, inspection, maintenance and repair of the Cable and Internet service to the subscriber's premises, and upon the service being cancelled for any reason, the subscriber grants permission to enter upon the premises and remove all equipment therefor installed. All equipment, such and digital converters, amplifiers and transformers shall remain the property of COMPANY.

In the event that subscriber fails to abide by the rates, rules and regulations, the service may be disconnected without notice.

The SUBSCRIBER agrees to notify the company of any change of occupancy or ownership of the premises immediately on such transfer of ownership of tenancy. Nothing in this agreement shall be construed to give the subscriber the right to sell or assign, or successor tenant or occupant to acquire, any rights to use any of the equipment, installation or service provided by COMPANY.

SUBSCRIBER indemnifies and holds Cable company harmless from and against any and all demands, claims, suits, costs of defense, attorney fees, witnesses fees, expert witness fees, liabilities and other expenses for damage to property for injury to or death of any person, including but not limited to any employee, agent, servant, independent contractor, employee of an agent, servant of independent contractor, or any guest or occupant of subscriber's residence in any way arising from the installations of cable or internet.

The SUBSCRIBER understands users must not use Lone Pine Communications Inc. internet service to encourage, facilitate or engage in any illegal activities, including, without limitation:

- defamation: posting or transmitting any material which is defamatory under any applicable law;
- fraud: posting or transmitting any information that you know or ought to know is false, and that you intend others to rely on;
- unlawful material: posting or disseminating unlawful material
- false advertising: posting or transmitting any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations;
- copyright violation: posting or transmitting any information, software, photograph, video, graphic, music, sound and other material in violation of another person's copyright; and
- trade-mark violation: posting, transmitting, displaying or using any words or symbols that violate any other person's rights in its trade-mark or trade-name.

_____
Initials

It is specifically understood that in providing Television cable, internet and VoIP phone service, COMPANY shall make use of poles owned in the whole or in part by local telephone and electric power companies, or both and that the continued use of these poles is in no way guaranteed. In the event the continued use of such poles is denied for any reason, COMPANY will make every effort to provide service over alternate routes. Subscriber agrees that they will make no claims nor undertake any action against such local telephone or electric power companies if the service proceed hereunder is interrupted or discontinued, regardless of the reason therefore.

SUBSCRIBER agrees to pay any and all collection costs and/or attorney fees if COMPANY is forced to turn the account over to a Collection Agency and/or take legal actions in collecting amounts due.

The residence must be permanently marked with the county assigned street number, where applicable.

_____ _____
Subscriber Signature Date

I have read and accepted the terms and conditions of this agreement

Financial Review

Investment Summary

Quote Number
02-2018-425866.2

A more human resource.

Company Information

Southern Inyo Healthcare District
501 E Locust StPo Box 1009
Lone Pine, CA 93545
United States

Executive Contact

MARITZA PERKINS
Primary
mperkins@sihd.org
(760) 876-5501

90
Total Employees

$125.00
Implementation Costs

$1,170.00
Total Annual Investment

Expiration

11/30/2018

ADP Sales Associate

Chris Perry
District Manager
chris.perry@adp.com
5202770484

Financial Review

Sales Order

Quote Number
02-2018-425866.2

A more human resource.

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United States

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Primary
mperkins@sihd.org
(760) 876-5501

Processing Fees and Considerations

Number of Employees: 90 on Southern Inyo Healthcare District , Company Code R5V

Per Processing	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	90	-	-	$0.50	$45.00	$1,170.00
• General Ledger Solution						

Total Annual Investment

	Total Annual
Workforce Now Services	$1,170.00

Other Considerations

	Setup
Implementation	
• Implementation for Workforce Now Payroll Solutions	$125.00

Total Other Considerations

	Total Setup
Implementation and Setup	$500.00
Implementation Discount Value	($375.00)
Estimated Total Net Implementation	$125.00

Financial Review

Sales Order

Quote Number
02-2018-425866.2

A more human resource.

Company Information

Southern Inyo Healthcare District
501 E Locust StPo Box 1009
Lone Pine, CA 93545
United States

Executive Contact

MARITZA PERKINS
Primary
mperkins@sihd.org
(760) 876-5501

Important Project and Billing Information

Other
ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.
Expiration Date: 11/30/2018

Summary

Estimated Annual Net Investment:	$1,170.00	Total Net Implementation:	$125.00

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, LLC		Client: Southern Inyo Healthcare District	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Financial Review

Sales Order

Quote Number
02-2018-425866.2

A more human resource.

Company Information

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MARITZA PERKINS
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mperkins@sihd.org
(760) 876-5501

Workforce Now Included Services

General Ledger Solution

Thank you for your consideration

Reduce Labor Costs

Bridging the Gap Between Payroll and General Ledger

Your businesses should not have to accept the inconvenience of manual journal entries or the expense of developing custom interfaces to connect to your payroll and general ledger.

With ADP's Infolink-GLI you have a fast, flexible and affordable solution that integrates your payroll data with your general ledger system. Journal entry files are accurately created from pay data which can be easily imported using applications such as: Oracle®, SAP®, Great Plains® Dynamics, MAS 90/200/500, Peachtree®, QuickBooks® and other popular financial packages.

Flexibility, Ease and Seamless Integration

ADP's Infolink-GLI lets you efficiently manage and transfer data in a way that's compatible with your *existing accounting system* — and everything is done in a *seamless manner*. Check out these flexible features:

- **Any size account number** – Input any size number — there's no limit to the quantity of digits you can use
- **Flexible accrual calculations** – Calculate accruals based on your specific practices
- **Automated reversals** – Avoid duplicating efforts by automatically reversing accruals from a previous month
- **Intelligent mapping tools** – ADP's Infolink-GLI intelligently matches your ADP payroll data with your chart of account numbers
- **Drill Down reporting** – Gives you the ability to easily "drill down" to all the details that make up an account number and see why that number has a certain value assigned to it
- **General ledger account number validation** – By making sure every interface account number matches a number in your general ledger, booking errors are reduced

Adds to Employee Satisfaction

ADP's Infolink-GLI solution helps your organization to work in a more productive environment, by enabling you and your staff to:

- **Eliminate manual entries** – Automatically and accurately transfer data from pay files to your financial system
- **Take control of the process** – Create journal entries in the timeframe and manner that meets your needs

ADP's proven solutions can help you:

Control Benefits Costs

Improve Employee Retention

Reduce Labor Costs

Improve Tax & Regulatory Compliance

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EMERGENCY DEPARTMENT PHYSICIAN AGREEMENT

This Emergency Department Physician Agreement ("Agreement") is made by Southern Inyo Healthcare District ("District") and Robert S. Kollen, M.D. ("PHYSICIAN"), as of 11/14/2018.

RECITALS

A. District owns and operates Southern Inyo Hospital ("Hospital") located in Lone Pine, California, a Critical Access Hospital, and desires to retain Physician to provide emergency medicine services in Hospital's Emergency Department ("ED").

A. Physician is a physician duly licensed in California with a background and experience in providing emergency medicine services, and desires to be retained by District.

NOW, THEREFORE, the parties agree as follows:

TERMS

1. SCOPE OF SERVICES

District retains Physician, and Physician agrees, to provide those services identified in Exhibit A, attached hereto and incorporated by reference (the "Services").

2. PHYSICIAN'S REPRESENTATIONS AND WARRANTIES

Physician represents and warrants at the time of signing this Agreement, and at all times during the term of this Agreement, that:

2.1 Physician is duly licensed, registered and in good standing, or will become duly licensed, registered and in good standing under the laws of the State of California, to engage in the practice of medicine, and that said license and registration have not been suspended, revoked, or restricted in any manner.

2.2 Physician is qualified for and has applied for, or will apply for within a reasonable time after the signing of this Agreement, and has obtained, or will obtain within a reasonable time after the signing of this Agreement, membership (including appropriate clinical privileges) in good standing with the Medical Staff of District.

2.3 Physician has disclosed and will at all times during the term of this Agreement promptly disclose to the District: (a) the existence and basis of any legal, regulatory, professional or other proceeding against Physician instituted by any person, organization, governmental agency, health care facility, peer review organization, or professional society which involves any allegation of substandard care or professional misconduct raised against Physician and (b) any allegation of substandard care or professional misconduct raised against Physician by any person, organization, governmental agency, health care facility, peer review organization or professional society;

2.4 Physician is board certified or board qualified in emergency medicine, or possesses knowledge and skill in emergency medicine comparable to other physicians practicing emergency medicine in the District's service area.

2.5 Physician shall at all times render the Services in a competent, professional, and ethical manner, in accordance with prevailing standards of medical care and practice, and all applicable statutes, regulations, rules, orders, and directives of all applicable governmental and regulatory bodies having competent jurisdiction.

2.6 In connection with the provision of the Services, Physician shall use the equipment, instruments, electronic medical record documentation system and supplies of the District for the purposes for which they are intended and in a manner consistent with sound medical practice and District policies and procedures.

2.7 Physician shall complete and maintain, in a timely manner, adequate, legible and proper medical records, claims and correspondence with respect to the Services.

2.8 Physician shall participate in Medicare, Medi-Cal and other federal and state reimbursement programs, commercial insurance reimbursement programs, health maintenance organization, preferred provider organizations, self-insured employer reimbursement programs and any other health benefit program with which the District may contract for the provision of professional medical services.

2.9 Physician shall abide by the Medical Staff Bylaws, rules, regulations and policies.

2.10 Physician shall participate in continuing medical education and training programs required to maintain skills comparable with the standards of care in emergency medicine in the District's service area.

2.11 Physician shall satisfy all qualifications of insurability for professional liability policy or policies required, maintained or reimbursed by the District.

2.12 Physician shall deliver to the District promptly upon request copies of all certificates, registrations, certificates of insurance and other evidence of Physician's compliance with the foregoing as reasonably requested by the District.

3. RESPONSIBILITIES OF HOSPITAL

3.1 HOSPITAL shall provide appropriate space and necessary equipment within the ED for the use of Physician in the performance of the Services under this Agreement.

3.2 HOSPITAL shall make all reasonable efforts to make available ancillary services necessary for effective operation of the ER, including laboratory, imaging, pharmacy, etc.

3.3 HOSPITAL shall not involve itself in those aspects of Physician's professional practice of medicine for which a license to practice medicine is required.

4. COVERAGE.

PHYSICIAN will provide emergency physician coverage in the ED as scheduled by HOSPITAL and MEDICAL DIRECTOR. However, PHYSICIAN will cover no less than N/A shifts per month.

5. COMPLIANCE WITH LAWS

PHYSICIAN shall comply with all applicable provisions of law, and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the ED; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive services at HOSPITAL. This shall specifically include, but not by way of limitation (i) compliance with applicable provisions of Title 22, California Administrative Code; and (ii) compliance with Medicare billing, time allocation, record keeping, and record access requirements.

6. PHYSICIAN COMPENSATION.

6.1 District agrees to pay the following fees to Physician:

6.1.1 Patient Visits. District will bill patients and their payors for services provided by PHYSICIAN to those patients. Such charges shall be consistent with prevailing community charges.

6.1.2 Emergency Department Patient Visit Fees. District will pay PHYSICIAN $ N/A per visit for all patients treated with their charts completed by N/A.

6.1.3 Stand-By Hours. In addition to the compensation in 6.1.2, District will compensate PHYSICIAN at $100.00 per hour for all hours worked on site covering the Emergency Department.

6.1.6 HOSPITAL is responsible for the payments due to PHYSICIAN. Therefore, physician should only look to the HOSPITAL for amounts due and not to MEDICAL DIRECTOR or HOSPITAL'S patients.

6.2 Timing of Payment. HOSPITAL will pay PHYSICIAN monthly by the 15 day of the next month following that month in which the services are rendered.

6.3 Holiday Minimum. The minimum payment for the following holidays will be Time & a Half: New Year's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

6.4 Continuing Medical Education. PHYSICIAN shall be entitled to N/A hours of paid continuing medical education time after each six-month period in which PHYSICIAN has worked at least the minimum shifts in the emergency department as required under article 4.0 of this agreement.

6.5 PHYSICIAN will be entitled to purchase group health insurance through the DISTRICT plan at the then current cost of the health insurance to the District or the COBRA rate.

7. INDEPENDENT CONTRACTOR

7.1 PHYSICIAN is an independent contractor, and is not, by virtue of this Agreement, an employee, partner of, or joint venturer with District.

7.2 Physician may not make any claim against District under this Agreement for social security benefits, worker's compensation benefits, unemployment insurance benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind.

7.3 District shall not exercise any direct control over any medical decisions made by Physician while performing the Services at the ED.

8. INSURANCE AND INDEMNIFICATION

8.1. Coverage. PHYSICIAN will be covered by the District's Professional and Liability Insurance through BETA Healthcare Group ("BETA") for a minimum of $1,000,000 per occurrence, $3,000,000 aggregate, for the Services rendered under this Agreement. It is understood and agreed that BETA provides Continuous Coverage for departed providers, except the coverage is limited to claims made and reported against the provider for Services provided during the term of this Agreement.

8.2. Indemnification. Each party ("Indemnitor")agrees to defend, indemnify and hold the other party ("Indemnitee") and its representatives, agents, successors and assigns harmless from any and all damages, claims, judgments, losses, costs and expenses, including attorney's fees, which may hereinafter at any time be incurred, suffered, sustained by or imposed upon Indemnitee or its representatives, agents, successors or assigns, which may be due or required to be paid or performed by reason of, arising out of, by virtue of, or incident to the performance or the rendering of any of the obligations of Indemnitor hereunder, including but not limited to, any such damages, claims, judgments, losses, costs or expenses attributable to bodily injury, sickness, disease or death or injury or to destruction of tangible property which is caused in whole or in part by the negligent act or omission of Indemnitor, or anyone directly employed by or acting on behalf of Indemnitor but not as a result of the negligence of Indemnitee, its representatives, servants or agents.

9. NONDISCRIMINATION

Services are to be available to all patients, in accordance with District's nondiscrimination policies, and in accordance with any established policies relating to free or charity care. Physician shall not refuse to provide services to any patient at the Hospital, regardless of ability to pay.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall be effective as of 11/14/2018 and shall terminate on 11/14/2019. Upon mutual agreement, not later than 90 days prior to expiration of the current term, the District and Physician may extend this Agreement for two additional one-year terms.

10.2 Termination without cause. During the initial 120 days of this Agreement, either party may, without cause, terminate this Agreement with 10-days written notice to the other party. Thereafter, this Agreement may be terminated upon 60-days written notice to the other party. This agreement may be terminated at any time by the mutual consent of both parties.

10.3 Termination for cause. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the default is not cured within seven days of receipt of written notice specifying the material breach.

10.4 Other grounds for termination. This Agreement may be terminated immediately for the following reasons:

10.4.1 Physician's loss or restriction of their license for any reason.

10.4.2 Physician becomes legally incompetent; is convicted of a felony; or uses, possesses, or is found under the influence of alcohol, drugs, or other controlled substances while performing his duties under this Agreement.

10.4.3 Physician fails to maintain a professional standard of conduct in accordance with District policies.

10.4.4 Physician becomes ineligible to participate in the Medi-Cal or Medicare programs for any reason.

10.4.5 A fraud control unit of a state or federal agency determines Medical Director has or may be placing the health and safety of a patient at risk.

10.4.6 Loss or restriction of DISTRICT'S license to operate the Hospital.

10.5 Change in Law. If any federal, state or local law or regulation, or any final, non-appealable interpretation of law or regulations by a court of law or governmental agency, makes or will make substantial performance of this Agreement illegal or renders any provision hereof illegal or unenforceable, the parties shall meet and negotiate and use best efforts to modify the Agreement to resolve the concern. If the parties are unable to resolve the issue within ten (10) days after it arose, either party may elect to terminate this Agreement on ten (10) days prior written notice.

10.6 Rights on Expiration or Termination. Custody of all District records, including patient medical records, equipment, and supplies shall be turned over to District upon termination for any reason. Duplicate copies of records may be retained by PHYSICIAN, at its own expense.

11. GENERAL PROVISIONS

11.1. Other Agreements. No other agreements between the parties exist at this time.

11.2. Assignment. Neither party may assign, delegate or transfer any rights, obligations or duties hereunder without the express written approval of the other party, which approval shall not be unreasonably withheld.

11.3. Notice. All notices required by this Agreement shall be in writing, and shall be deemed effective when personally delivered; when mailed by certified or registered mail, return receipt requested; or when deposited with a comparably reliable postage delivery service (such as Federal Express); addressed to the other party as follows:

IF TO PHYSICIAN:

If TO DISTRICT:

11.4. Records. Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, PHYSICIAN shall make available upon written request, to the Secretary of the United States Department of Health and Human Services, or upon written request to the United States Comptroller, or any of their duly authorized representatives, under 42 C.F.R. & 420.300 et seq., or the California Department of Health Services, this Agreement, and such books, documents and records of the Physician that are necessary to certify the nature and extent of the reasonable costs of services.

11.5. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended, nor shall it be construed, to create rights running to the benefit of third parties.

11.6. Attorney's Fees. In the event of a legal action or proceeding between the parties arising from this Agreement, the prevailing party shall be entitled to receive reasonable attorney's fees, costs, and other expenses, including those incurred on appeal and in the enforcement of a judgment, in addition to whatever other relief may be awarded.

11.7 Force Majeure. Neither party shall be liable or deemed in default of this Agreement for any delay or failure to perform caused by acts of God, war, disasters, strikes, or any cause reasonably beyond the control of the non-performing party.

11.8 Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to substantially alter the agreement or obligations of the parties, or would place either party in violation of its articles of in District or its bylaws, in which case the Agreement may be immediately terminated.

11.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles, and is made and to be performed in the County of Inyo, California.

11.10 No Referrals. Nothing in this Agreement is intended to obligate, and shall not obligate, any party to this Agreement to refer patients to any other party.

11.11 Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

11.12 Entire Agreement; Modification. This Agreement contains the entire agreement of the parties relating to this subject matter. The Agreement may only be modified in writing, signed by both parties, effective on the date set forth therein.

11.13 Execution. By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

Southern Inyo Healthcare District	Physician
By _____	_____
Brian Cotter, CEO	Robert S. Kollen, MD

EXHIBIT A

SCOPE OF SERVICES

PHYSICIAN shall devote sufficient time and his or her best abilities to the responsibility of treating patients in the normal and customary hours of operation of the ED.

Patient Transfers. Except in circumstances of immediate jeopardy for the life of the patient, PHYSICIAN shall consult with the hospitalist of the Hospital prior to the permanent transfer of patients from the ED to other hospitals or health care providers.

Medical Care Plan System. PHYSICIAN shall participate in the development and review of a system for providing a medical care plan for ED patient covering medications, nursing care, ancillary services, admission, discharge or transfer planning, and other relevant services.

Medical Records. PHYSICIAN shall be responsible for the development and maintenance of an adequate medical record in the ED. This shall include assuring that the appropriate medical record entries are made by PHYSICIAN concerning all medical procedures and other services performed in the ED on the electronic medical record system of HOSPITAL.

Service and Equipment Adequacy. PHYSICIAN shall advise the Medical Director concerning the adequacy of the patient care services and medical equipment.

Responses to Administrative Questions. PHYSICIAN shall be available to respond to administrative questions regarding patients, facility bed availability, intra-facility transfer problems, and patient status.

Responses to Nursing Questions. PHYSICIAN shall be available to assist with nursing questions at the ED, including questions regarding patient transfers and patient clinical status.

Responses to Patient Problems. PHYSICIAN, when on duty, shall be available to respond to patient problems in the ED by means of chart review and patient visits, as appropriate, and respond to all in-house patient emergencies when required.

Medical Staff Commitments. Physician shall serve on such committees of Medical Staff of the District as may be appropriate after consultation with the ED Medical Director and Hospital CEO.

Utilization Review Services. Physician shall, as requested by the District, assist in the ED utilization review program of the District.

CompHealth

BROKERAGE AGREEMENT FOR PHYSICIAN LOCUM TENENS COVERAGE

This Brokerage Agreement for Physician Locum Tenens Coverage ("Agreement") by and between Southern Inyo Hospital ("Client"), with its principal place of business located at 501 E Locust Street, Lone Pine, CA 93545 , and CompHealth ("CompHealth"), with its principal place of business located at 7259 South Bingham Junction Blvd., Midvale, UT 84047 (collectively the "Parties" and each individually a "Party") is hereby entered into, made and effective as of July 14, 2018 ("Effective Date").

1. INTENT OF AGREEMENT

Client is in need of physician locum tenens staffing services. CompHealth is a locum tenens staffing company. By this Agreement, the Parties intend that CompHealth may present physicians whose specialty is Emergence Medicine ("Physician(s)") to provide clinical services to Client on a temporary basis ("Physician Coverage") for the time periods requested by Client ("Assignment(s)"). This Agreement describes the relationship between the Parties with respect to Physician Coverage. This Agreement is limited to Assignments for the specialty listed above.

2. DUTIES OF COMPHEALTH

2.A Arrangement of Assignments. In response to Client's request for Physician Coverage and subject to availability, CompHealth may present Physicians to Client for consideration. Client has the right to reject any Physician so presented. Client may request an unlimited number of Assignments hereunder. Upon Client's verbal acceptance of a Physician, the requested Assignment shall be binding upon Client.

2.B Licensure, Credentialing. CompHealth shall have no responsibility to credential any Physician and shall not be responsible for verifying licensure. Credentialing and licensure verification shall be the sole responsibility of the Client. CompHealth makes no guarantee regarding any Physician and specifically disclaims the same.

3. DUTIES OF CLIENT

3.A Client to Furnish Equipment and Supplies, Privileges. Client acknowledges and agrees that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters and that CompHealth does not direct, control nor have any responsibility for such matters. Client shall be responsible to provide each Physician with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards. Client will use all commercially reasonable efforts to complete Physician's privileges at Client's worksite prior to the Assignment start date. Client is responsible for the costs associated with obtaining privileges for each Physician who furnishes Physician Coverage hereunder.

3.B Practice Standards. Client shall comply with all applicable Joint Commission standards (if so accredited), OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. Client is responsible for informing Physicians of Client policies and procedures, including Joint Commission standards, if so accredited.

3.C Housing & Travel Arrangements. For each Assignment CompHealth shall make arrangements for and provide: a) reasonable living accommodations to include standard amenities; b) reasonable round trip transportation to and from the Assignment; and c) local transportation, to include reimbursement for gasoline for rented automobiles ("Travel and Housing"). Client agrees to reimburse CompHealth for the cost of Travel and Housing.

3.D Risk Management. Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. The obligations of this Paragraph 3.D shall survive termination or expiration of this Agreement.

3.E Physicians as Independent Contractors or Employees of Client. Each Physician shall be an independent contractor or employee of Client. Client shall be solely responsible for compensating Physicians directly and shall reach a direct agreement with each Physician furnished hereunder for the same. CompHealth shall have no liability for compensating Physicians and Client agrees to indemnify CompHealth from and against any claim brought by Physician against CompHealth regarding Client's failure to compensate Physician for Physician Coverage furnished hereunder.

3.F Professional Liability Insurance and Licensure. Client shall provide professional liability insurance coverage for each Physician while on Assignment with Client to cover all incidents which may occur during the Assignment, regardless of when a claim is made, in limits of $1,000,000 per incident and $3,000,000 in the aggregate or such other limits as may be required by law. Physician shall be named an additional insured on said policy(ies). Client shall also be responsible for enrolling the Physician under any mandatory state patient compensation or medical professional liability funds. Client shall provide CompHealth and Physician with a certificate of insurance evidencing such coverage and, if applicable, evidence of Physician's enrollment under a mandatory state patient compensation or medical professional liability funds. If such insurance is on a claims made basis, Client shall be responsible for procuring and maintaining at its cost adequate tail coverage for Physician. Client further agrees to indemnify and hold CompHealth harmless from any liability resulting from the acts or omissions of Physician while on Assignment with Client. The obligations of the Paragraph 3.F shall survive any termination of this Agreement**.**

4. FEES

4.A Fees. Client shall pay CompHealth fees ("Fee(s)") for Physician Coverage as specified below ("Fee Schedule"):

$25	Hourly	Brokerage	Fee	

4.B Prepayment. CompHealth reserves the right to require pre-payment during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. CompHealth will bill actual charges and reconcile those charges against any pre-payments made by Client. Upon reconciliation should a credit balance result, CompHealth will, at its discretion, either refund the difference or apply the credit towards Fees and/or Travel and Housing costs related to Assignment(s) scheduled hereunder.

4.C Invoicing. Fees are invoiced bi-weekly. Fees are determined based upon Physician's work record. Invoices will include Housing and Travel charges incurred, if applicable. It is understood that Travel and Housing charges may not appear on invoices immediately after the charges have been incurred and will instead appear when CompHealth is billed for these charges by its vendors. Client agrees to pay all applicable sales, excise and gross receipts type taxes and/or reimburse CompHealth for such taxes. Payment for each two-week period is due within fifteen (15) days after the date of invoice.

4.D Holiday Premium. Client agrees to pay a premium (in addition to Fees) of one-half of the daily or hourly rate as established by the Fee Schedule ("Premium") for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas ("Holiday(s)"). If no Physician Coverage is furnished on a Holiday, only the Premium shall be charged (as well as any Travel and Housing due).

5. TERM, CANCELLATION AND REMOVAL OF PHYSICIAN

5.A Cancellation of an Assignment. For all Assignments for which verbal acceptance of a Physician has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon receipt. If Client provides less than thirty (30) days notice of cancellation Client shall be responsible as liquidated damages but not as a penalty for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Damages"). Client shall also be responsible for payment of other actual fees and charges that may result from cancellation of an Assignment, including but not limited to Travel and Housing costs ("Costs") in addition to any Fees for Physician Coverage actually performed. If an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs that may result from cancellation as described in this Paragraph 5.A.

5.B Removal of Physician for Reasons Relating to Competence. Should Client determine that a Physician must be removed from an Assignment for reasons related to demonstrated professional incompetence at any time during the Assignment, Client may terminate the Assignment immediately and shall communicate to CompHealth the reason for the removal.

5.C Inability to Fill Requests for Physician Coverage. CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Physician has been verbally accepted by Client shall be binding upon CompHealth. If a Physician for a binding Assignment cancels, CompHealth shall exercise best efforts to present a replacement Physician but shall have no other liability.

5.D Term and Termination of Agreement. The term of this Agreement ("Term") shall begin on the Effective Date and continue for a period of one (1) year. Either Party may terminate this Agreement or any Assignment with thirty (30) days notice, subject to Paragraph 5.A above. Termination by Client must be in writing. In the event of Client's failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement. The obligation to pay monies due under this Agreement shall survive termination.

6. CONTRACT BUYOUT

6.A Client Offer of Position to Physician. Client agrees that should it, or any third party introduced to Physician by Client (when the introduction has been made for the purpose of enabling the third party to recruit Physician for Work or when the third party is a facility to whom Client has furnished Physician's services), offer Work (as defined below) to any Physician introduced to Client by CompHealth for a period of two years after the first date of introduction to Client or, if Physician has furnished Physician Coverage for Client, for a period of two years after the last day of Physician's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a contract buyout fee ("Contract Buyout Fee") in the amount of $30,000.00 per Physician so hired or engaged, regardless of whether or not that Physician actually performed work for Client through CompHealth. The decision to offer a Physician Work hereunder shall exclusively be Client's or the third party's, as applicable, and CompHealth shall bear no liability for Client's or a third Party's hiring decision. This Paragraph 6.A shall survive termination of this Agreement.

6.B Client Notification of Previous Knowledge of Physician. Client must inform CompHealth in writing within two business days if any Physician presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

6.C Contract Buyout Fee Payment Terms. Client shall notify CompHealth at least thirty (30) days in advance of offering Work (as defined below) to any Physician. If a Physician accepts Work, the Contract Buyout Fee must be paid in full prior to the first day the Physician performs services in the new position. Fees shall be assessed for Physician Coverage up to the date the Contract Buyout Fee is paid. Once the Contract Buyout Fee is paid for any Physician under this Agreement, CompHealth shall not assess further Fees for that Physician except for Client's obligation to reimburse CompHealth for outstanding Travel and Housing costs, if any.

6.D Definition of Work. For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company, medical group or other entity.

7. STANDARDS OF SERVICE

7.A Medicare and Medicaid Fraud Representation. Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, Client represents that to the best of its reasonable knowledge its physicians and staff, hereinafter collectively "Staff" are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. If an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement.

7.B Availability of Books and Records. To assist Client in verification of Medicare and Medicaid reimbursable costs, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

8. GENERAL

8.A Interest and Attorney's Fees. Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred in connection with collection efforts to enforce this Agreement. Client agrees to pay interest at a rate of 1-1/2 percent per month on any unpaid balance, or the maximum interest rate allowed by law.

8.B Entire Agreement. This Agreement contains the entire agreement between CompHealth and Client relating to Physician Coverage as herein arranged. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Physician Coverage. All amendments to this Agreement must be in writing and signed by both Parties.

8.C Notices. For all notices required hereunder, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

8.D Severability, Successors, Discrimination, Governing Law. If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any individual on the basis of race, age, gender or gender identity, disability, religion, national origin, military/veteran status, pregnancy, sexual orientation, or any other classification protected by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. Each Party hereto irrevocably submits and consents to the exclusive jurisdiction of the state or federal courts located in Salt Lake County, Utah with respect to any matter, controversy, or dispute arising out of or related to this Agreement. The Parties further agree that venue for any legal proceeding arising out of or related to this Agreement shall be located in the state or federal courts located in Salt Lake County, Utah.

8.E Counterparts; Facsimile or Electronic Signature Deemed Original. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signature to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

8.F Limitation of Liability. In no event shall either Party be liable for any indirect, exemplary, incidental, special, punitive or consequential damages (including damages to business reputation, lost business or lost profits) however caused, arising from or relating to the Agreement or any breach hereof, even if that Party has been advised of the possibility or likelihood of such damages. It is understood and agreed that "Costs" and "Damages" as defined and described in Paragraph 5.A shall not be considered indirect, exemplary, incidental, special, punitive or consequential damages.

8.H Additional Terms or Purchase Orders. The terms and conditions of any purchase order or other document issued by Client in connection with this Agreement and which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding upon CompHealth and shall not be deemed to modify this Agreement unless the same is executed by CompHealth and Client by a duly authorized representative.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing Brokerage Agreement for Physician Locum Tenens Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

SOUTHERN INYO HOSPITAL

By: _____

Title: _____

Date: _____

Printed Name: _____

_____
Federal Tax I.D.#

COMPHEALTH

By: _____

Title: _____

Date: _____

Printed Name: _____

JDE# 113778

TUITION ASSISTANCE AGREEMENT

This Tuition Assistance Agreement ("Agreement") is made and entered into by _____ ("Employee") and Southern Inyo Healthcare District ("Employer") as of _____.

Recitals

A. Employee has voluntarily applied to and been accepted into [name of school] to study [identify course].

B. Employer has agreed, on the terms set forth in this Agreement, to financially assist Employee in paying tuition for this educational program. In exchange for Employer's financial assistance, Employee agrees to reimburse Employer either through work (by remaining employed with Employer for a specific time period as set forth in this Agreement) or by repayment (if Employee leaves before completing the agreed-upon service to Employer as provided in this Agreement).

Now, therefore, in consideration of the mutual promises set forth in this Agreement, Employer and Employee agree as follows:

Terms

1. Tuition Assistance. Employer shall [pay to school // reimburse employee] up to a total of $____toward the tuition for the program into which Employee has been accepted (the "Tuition Assistance"). This Tuition Assistance shall be paid in installment payments as [billed by school / paid to school by employee].

2. Employee Obligation. Employee agrees to participate in and pursue the educational program to the best of his or her ability and to use reasonable efforts to complete the program.

3. Obligation Satisfied [__ months/years] After Payment. Employee will have no obligation to pay Employer for an installment payment made toward Tuition Assistance if on [term] anniversary of that installment payment, Employee has not voluntarily quit or has not been fired "for cause." In the event Employee voluntarily quits his or her employment with Employer or Employer terminates Employee "for cause" less than [term] after any installment payment is made, Employee shall immediately pay, without demand, an amount equal to that installment payment and all later installment payments, with accrued interest at the rate of __% per year ("Tuition Repayment Obligation"). As used in this Agreement, "for cause" means any material misrepresentation, theft, intentionally wrongful, or fraudulent act toward Employer, any other employee, patient, resident, or vendor of Employer.

4. Set-off Against Final Paycheck. To the extent allowed by law, Employer may deduct the amount of any Tuition Repayment Obligation from any compensation due and owing to Employee at time of separation from employment.

5. No Guarantee of Employment. Nothing in this Agreement constitutes a commitment or guarantee on the part of Employer to provide employment to Employee for any specific period of time or duration. Unless otherwise provided in a writing other than this Agreement, Employee's employment shall remain "at-will."

6. Notices. Any notice required or permitted to be given under this Agreement shall be in writing, and may be given by personal delivery, e-mail or by mail, first-class postage prepaid. Notice shall be deemed given upon actual receipt in the case of personal delivery or e-mail, or within two (2) business days after mailing. Notices shall be sent to the addresses listed on the signature page of this Agreement.

7. No Waiver. The waiver or failure of either party to exercise, in any respect, any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

8. Entirety of Agreement; Amendments and Modifications Only in Writing. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in a writing signed by both parties.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law principles.

10. Attorneys' Fees. If Employer or Employee brings any legal action regarding the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees from the other party, including those incurred on appeal and/or in the enforcement of a judgment, in addition to any other relief that may be granted.

11. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Employer and Employee. Employer may assign any right or interest arising under this Agreement to any third party. This Agreement is not assignable by Employee.

EMPLOYER **EMPLOYEE**

Southern Inyo Healthcare District

By _____

Brian Cotter, CEO
501 E. Locust
Lone Pine, CA 93545

_____

[name]
[address]
[address]

TUITION ASSISTANCE AGREEMENT

This Tuition Assistance Agreement ("Agreement") is made and entered into by Stephanie Esparza ("Employee") and Southern Inyo Healthcare District ("Employer") as of October _-, 2018.

Recitals

A. Employee has voluntarily applied to and been accepted into _____ to obtain her phlebotomy certificate.

B. Employer has agreed, on the terms set forth in this Agreement, to financially assist Employee in paying tuition for this educational program. In exchange for Employer's financial assistance, Employee agrees to reimburse Employer either through work (by remaining employed with Employer for a specific time period as set forth in this Agreement) or by repayment (if Employee leaves before completing the agreed-upon service to Employer as provided in this Agreement).

Now, therefore, in consideration of the mutual promises set forth in this Agreement, Employer and Employee agree as follows:

Terms

1. Tuition Assistance. Employer shall [pay to school // reimburse employee] up to a total of $1,000.00 toward the tuition for the program into which Employee has been accepted (the "Tuition Assistance"). This Tuition Assistance shall be paid as [billed by school / paid to school by employee].

2. Employee Obligation. Employee agrees to participate in and pursue the educational program to the best of his or her ability and to use reasonable efforts to complete the program.

3. Obligation Satisfied One Year After Payment. Employee will have no obligation to pay Employer for an installment payment made toward Tuition Assistance if on the one year anniversary of the payment, Employee has not voluntarily quit or has not been fired "for cause." In the event Employee voluntarily quits his or her employment with Employer or Employer terminates Employee "for cause" less than one year after payment is made, Employee shall immediately pay, without demand, an amount equal to all payments with accrued interest at the rate of 3% per year ("Tuition Repayment Obligation"). As used in this Agreement, "for cause" means any material misrepresentation, theft, intentionally wrongful, or fraudulent act toward Employer, any other employee, patient, resident, or vendor of Employer.

4. Set-off Against Final Paycheck. To the extent allowed by law, Employer may deduct the amount of a Tuition Repayment Obligation, if any, from any compensation due and owing to Employee at time of separation from employment.

5. No Guarantee of Employment. Nothing in this Agreement constitutes a commitment or guarantee on the part of Employer to provide employment to Employee for any specific period of time or duration. Unless otherwise provided in a writing other than this Agreement, Employee's employment shall remain "at-will."

6. Notices. Any notice required or permitted to be given under this Agreement shall be in writing, and may be given by personal delivery, e-mail or by mail, first-class postage prepaid. Notice shall be deemed given upon actual receipt in the case of personal delivery or e-mail, or within two (2) business days after mailing. Notices shall be sent to the addresses listed on the signature page of this Agreement.

7. No Waiver. The waiver or failure of either party to exercise, in any respect, any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

8. Entirety of Agreement; Amendments and Modifications Only in Writing. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in a writing signed by both parties.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law principles.

10. Attorneys' Fees. If Employer or Employee brings any legal action regarding the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees from the other party, including those incurred on appeal and/or in the enforcement of a judgment, in addition to any other relief that may be granted.

11. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Employer and Employee. Employer may assign any right or interest arising under this Agreement to any third party. This Agreement is not assignable by Employee.

EMPLOYER **EMPLOYEE**

Southern Inyo Healthcare District

By _____

Brian Cotter, CEO
501 E. Locust
Lone Pine, CA 93545

_____

Stephanie Esparza
[address]
[address]

October 27, 2017

Southern Inyo Hospital

Attn: Administration/CFO

RE: NOTICE OF BUSINESS CLOSURE FOR TAX PURPOSES - PARCEL #005-103-09

This is to notify you that effective 10/1/2017 Hamblins Plumbing has closed and is no longer conducting a business on our property at 210 S Brewery Street in Lone Pine. Please change our SIH parcel tax amount from $550.00 to $150.00.

Contact me if you require any additional information.

Sincerely,

Kathleen and Vic Jackson

760-920-2984

County of Inyo

PO BOX "J"
INDEPENDENCE, CA 93526
(760) 878-0302
InyoAssessor@inyocounty.us
www.inyocounty.us/Assessor

Dave Stottlemyre, Assessor

Monday, October 22, 2018

Ref: 059002-036
PO Box 403
Lone Pine, CA 93545

To whom it may concern:

Our records show that "Hamblin's Plumbing", a business owned by Vic & Kathleen Jackson ceased doing business on October 1, 2017.

Cordially,

Dave

Dave Stottlemyre

CONSULTING SERVICES AGREEMENT

By and between

Southern Inyo Healthcare District ("Hospital")

And

SALLY EMERY, RHIA ("Consultant")
CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is entered into as of November 1, 2018 (the "Execution Date"), by and between Southern Inyo Healthcare District, a California nonprofit special district ("Hospital"), and Sally Emery, RHIA an individual ("Consultant"). Hospital and Consultant are sometimes referred to in this Agreement individually as a "Party" or, collectively, as the "Parties."

RECITALS

A. Hospital owns an acute care hospital facility located in Lone Pine, California.

B. Hospital desires to engage Consultant as an independent contractor to provide certain administrative services as set forth in this Agreement.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1.
CONSULTANT'S OBLIGATIONS

1.1 Administrative Services. Consultant shall provide to Hospital those consulting services, including but not limited to providing advice, health information management ("HIM"), and compliance information regarding Hospital's HIM software systems and medical records practices, coding methodology and compliance practices on Hospital medical records, and healthcare district industry context ("HIM Services"), upon the terms and subject to the conditions set forth in this Agreement.

1.2 Time Commitment. Consultant shall devote whatever time is necessary to effectively provide the HIM and compliance consultant Services; provided, however, that Consultant shall respond within the next business day to all inquiries from Hospital and function in this capacity no less than 16 hours per month. Consultant shall allocate time to Administrative Services when and as needed and as reasonably requested by Hospital from time to time. Consultant will be in attendance on-site or by phone at all Board compliance meetings.

1.3 Personal Services. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Consultant. Consultant shall be solely responsible for performing HIM and Compliance consulting Services and otherwise fulfilling the terms of this Agreement.

1.4 Performance Standards. Consultant shall comply with and perform the duties under this Agreement in a safe, effective and competent manner and in accordance with the Hospital Rules applicable to the performance of HIM and Compliance Services.

1.5 Code of Conduct. Consultant hereby agrees to be subject to Hospital's Code of Conduct... With respect to Consultant's business dealings with Hospital and Consultant's performance of duties under this Agreement, Consultant shall not act, or fail to act, in any manner that conflicts with or violates the Code, and shall not cause another person to act, or fail to act, in any manner that conflicts with or violates the Code. Consultant shall comply with the Code as it relates to Consultant's business relationship with Hospital or any Southern Inyo Healthcare District affiliates, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.6 Use of Space. Consultant shall not use any part of the space of the Hospital as a private office, except for the provision of the HIM and Compliance consulting Services, as needed, and in an emergency or with Hospital's prior written consent. Hospital will provide Consultant with the temporary use of space when Consultant is on site and computer access both on site and remotely.

1.7 Representations and Warranties by Consultant. Consultant represents and warrants that Consultant has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program or state equivalent and Consultant has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude.

ARTICLE 11.
COMPENSATION

2.1 Compensation. In exchange for Consultant's provision of HIM and Compliance consulting Services, Hospital shall compensate Consultant fifty dollars ($50) per hour ("Compensation Due"). Hospital shall pay the Compensation Due by the fifteenth (15^{th}) business day of the following month.

2.2 IRS Form W-9, upon execution of this Agreement, Consultant shall furnish a completed and executed copy of IRS Form W-9 that identifies Consultant's taxpayer identification number.

ARTICLE 111.
INDEMNITY

3.1 Indemnification.

(a) Indemnification by Consultant. Consultant shall indemnify, defend and hold harmless Hospital, its affiliates and their respective directors, officers, employees or agents, from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs, arising out of, resulting from, or relating to: (i) Consultant's failure to comply with the terms of this Agreement; (ii) the negligent operations, acts, or omissions of Consultant or Consultant's employees or agents; or (iii) wages, salaries, employee benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes, withholdings and charges payable by Hospital or any of its affiliates to, or on behalf of, Consultant or any other person employed by or contracted with Consultant.

(b) Indemnification by Hospital. Hospital shall indemnify, defend and hold harmless Consultant from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs, arising out of, resulting from, or relating to: (i) Hospital's failure to comply with the terms of this Agreement or (ii) the negligent acts or omissions of Hospital or any employee or agent of Hospital in the performance of Hospital's obligations under this Agreement.

3.2 Survival of Obligations. The Parties obligations under Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Consultant is and shall at all times be an independent contractor with respect to Hospital in the performance of Consultant's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Consultant. Consultant shall function as the Registered Health Information Administrator and therefore be, an agent of Hospital, but shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) In the event any governmental entity, including the Internal Revenue Service, should question or challenge Consultant regarding the independent contractor status of Consultant with respect to Hospital and the Administrative Services rendered under this Agreement, Consultant shall immediately notify Hospital and Hospital shall have the right to participate in any discussions or negotiations occurring with such governmental entity, regardless of who initiated such discussions or negotiations.

4.2 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Consultant or any other person employed or retained by Consultant. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Consultant or any other person employed or retained by Consultant, Consultant shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.3 Non-Solicitation. During the term of this Agreement and for a period of one (l) year thereafter, Consultant shall not solicit for employment or actually employ any employee of Hospital, or interfere with any relationship, contractual or otherwise, between Hospital and any of its employees.

ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on November l, 2018 (the "Effective Date"), and shall continue until October 31, 2019 (the "Expiration Date"), subject to the termination provisions of this Agreement. Upon mutual consent, the Parties may renew this

Agreement for two one-year extentions unless either Party gives the other Party written notice of its intention not to renew this Agreement at least thirty (30) calendar days prior to the expiration of the then current term.

5.2 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) all rights and obligations of the Parties shall cease except (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement, and (ii) those rights and obligations which expressly survive termination or expiration of this Agreement;

(b) upon Hospital's request, Consultant shall immediately vacate the premises, removing any and all of Consultant's personal property, and Hospital may remove and store, at Consultant's expense, any personal property that Consultant has not so removed;

(c) Consultant shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Consultant's possession or under Consultant's control; and

(d) Consultant shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of HIM and/or Compliance consulting Services, or interferes in any way with any relationship between Hospital and any other person or entity who may be engaged to provide Administrative Services to Hospital.

ARTICLE VI.
GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated, signed by the Parties and explicitly indicate that such writing modifies or amends this Agreement.

6.2 Assignment. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Consultant. Consultant shall be solely responsible for providing the HIM and Compliance consulting Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement. Consultant may not assign any of Consultant's rights, interests, duties, or obligations under this Agreement without Hospital's prior written consent, which consent may be given, conditioned or withheld in Hospital's sole discretion. Any attempted or purported assignment by Consultant in violation of this Section shall be void. Hospital may, in its sole discretion, assign any or all of its rights, interests, duties, or obligations hereunder to any person or entity without the prior written consent of Consultant. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, successors, assigns and representatives.

6.3 Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State.

6.4 Compliance with HIPAA. Consultant shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "HIPAA the obligations collectively referred to herein as "HIPAA Obligations"), as set forth in Exhibit 6.4. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.5 Compliance with Laws and Accreditation.

(a) Consultant shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, "Laws") applicable to Consultant, the provision of the HIM and Compliance consulting Services, or the obligations of Consultant under this Agreement, including without limitation laws that require Consultant to disclose any economic interest or relationship with Hospital.

(b) Consultant shall take actions necessary to ensure that the Hospital is operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.6 Compliance with Medicare Rules. To the extent required by law or regulation, Consultant shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any duly authorized agent or representative of the foregoing, a copy of this Agreement and Consultant's books, documents and records. Consultant shall preserve and make available such books, documents and records for a period that is the longer of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Consultant is requested to disclose books, documents or records pursuant to this Section for any purpose, Consultant shall notify Hospital of the nature and scope of such request, and Consultant shall make available, upon written request of Hospital, all such books, documents or records. Consultant shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Consultant's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs.

6.7 Confidential Information.

(a) During the term of this Agreement, Consultant may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. "Trade Secrets" includes information and data relating to payer contracts and accounts, clients, patients, patient groups, patient medical records, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. "Confidential Information" includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Consultant, or to which Consultant may gain access in the performance of the HIM and Compliance consulting Services under this Agreement, or which Consultant knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Consultant shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Consultant shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Consultant protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Consultant prepares, or Confidential Information that might be given to Consultant in the course of providing HIM and Compliance consulting

Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Consultant shall return to Hospital all Confidential Information and all copies thereof in Consultant's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Consultant shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.9 Disclosure of Agreement. Consultant shall not disclose any of the provisions of this Agreement to any person or entity, other than Consultant's respective attorneys or accountants, without the prior written consent of Hospital, unless and only to the extent such disclosure is required by law, subpoena or legal process. Consultant may not disclose the provisions of this Agreement to any person or entity without the prior written consent of Hospital except to the extent such disclosure is requested or required by (a) Consultant's respective contracts existing as of the date of this Agreement; or (b) fiscal intermediaries, public agencies or commissions with governmental powers and duties related to disclosure of information which have the right to compel disclosure of such information.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties with respect to such subject matter. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits and Attachments. The attached exhibits and attachments, together with all documents incorporated by reference in the exhibits and attachments, form an integral part of this Agreement and are incorporated by reference into this Agreement.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

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

6.14 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

6.15 Non-Discrimination. Consultant shall not differentiate or discriminate in the provision of services on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or Hospital Rules, including, without limitation, the Age Discrimination Act of 1975, the Americans with Disabilities Act and all regulations issued pursuant thereto and as may be amended from time to time. Consultant and Hospital shall be in full compliance with Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act, and all regulations issued pursuant thereto and as may be amended from time to time.

6.16 No Third Party Beneficiary Rights. This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

6.17 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.18 Severability. If any provision of this Agreement, in whole or in part, or the application of any provision, in whole or in part, is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction and such provision can be severed without substantially changing the bargain reached by the Parties, such provision or part of such provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability, performance or obligations of the remainder of this Agreement, including the remainder of such provision not determined to be illegal, invalid or unenforceable.

6.19 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.20 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver

granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

HOSPITAL

SOUTHERN INYO HEALTHCARE DISTRICT, a California Special Healthcare District

Jacque Hickman, Chairman

Address of Hospital

P.O. Box 1009, 501 E. Locust St., Lone Pine, CA 93545

CONSULTANT

Sally Emery, RHIA

Sally Emery, RHIA, an individual

Consultant's principal place of business:

135 Todd Court, Bodfish, CA 93205

Exhibit 6.4

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (this "BAA") is made by and between Southern Inyo Healthcare District ("Covered Entity" or "CE") and Sally Emery, an individual ("Business Associate" or "BA"), and is effective as of October 1, 2018 (the "BAA Effective Date").

RECITALS

A. BA provides certain services for or on behalf of CE ("Services"), pursuant to an agreement or arrangement (the "Underlying Agreement"), and, in the performance of the Services, BA creates, receives, maintains or transmits Protected Health Information ("PHI").

B. CE and BA intend to protect the privacy and provide for the security of the PHI created, received, maintained, or transmitted by BA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and the implementation regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The HIPAA Regulations require CE to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

   a. General Definitions. Unless otherwise provided in this BAA, all capitalized terms that are used in this BAA will have the same meaning as defined under HIPAA, the HITECH Act, and the HIPAA Regulations.

   b. "Offshore" means outside of the United States of America.

   c. "Privacy Rule" means the HIPAA Regulations that are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

   d. "Protected Health Information" or "PHI" has the same meaning as "protected health information" at 45 C.F.R. § 160.103, limited only to the information provided by CE to BA or created or received by BA on CE's behalf.

   e. "Security Rule" means the HIPAA Regulations that are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

2. Obligations of BA.

a. Permitted Uses. BA may not use PHI except for the purpose of performing the Services, or as otherwise explicitly permitted by this BAA or as required by Law. Further, BA may not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use PHI: (i) for the proper management and administration of BA,[5] (ii) to carry out the legal responsibilities of BA; and (iii) for Data Aggregation purposes for the Health Care Operations of CE.

b. Permitted Disclosures. BA may not disclose PHI except for the purpose of performing the Services, or as otherwise explicitly permitted by this BAA or as required by Law. BA may not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses PHI to a third party for BA's proper management and administration or to carry out BA's legal responsibilities, the disclosure must be Required By Law, or prior to making any such disclosure, BA must obtain (i) reasonable written assurances from such third party that such PHI will be held confidentially and only used or further disclosed as Required By Law or for the purposes for which it was disclosed to such third party; and (ii) a written agreement from such third party to immediately notify BA of any breach of its confidentiality obligations of which it becomes aware.

c. Appropriate Safeguards. BA must comply with all applicable requirements of the Security Rule to the same extent the Security Rule applies to CE. BA will implement appropriate administrative, physical and technical safeguards as are necessary to prevent the improper use or disclosure of PHI other than as permitted by this BAA. Without limiting the foregoing, BA may not (i) transmit PHI over a network that is not protected by Encryption technology, such as the Internet (i.e., a virtual private network must be used), or (ii) maintain PHI on a laptop or other portable electronic media, unless such PHI has been secured by the use of Encryption technology. BA will not (a) store any decryption key on the same device as encrypted PHI, or (b) transmit any decryption key over an open network. Any Encryption technologies utilized in complying with this Section must at a minimum meet the Federal Information Processing Standard ("FIPS") 140-2 encryption standard and any of its successor security standards. BA represents and warrants that all of its Workforce members who may have access to PHI have been appropriately trained on their obligations under the HIPAA Regulations.

d. Mitigation. BA agrees to mitigate, to the maximum extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI in violation of this BAA.

e. Reporting of Improper Access, Use or Disclosure. BA will notify CE in writing of any access to, use or disclosure of PHI not permitted by this BAA, including any Breach of Unsecured PHI and Security Incident, without unreasonable delay and no later than five

business days after discovery. Such notifications must include the following:A description of the impermissible access, use or disclosure of PHI;

- Identification of each Individual whose Unsecured PHI has been or is reasonably believed by BA to have been impermissibly accessed, used or disclosed;
- The date the incident occurred and the date the incident was discovered;
- A description of the type(s) and amount of PHI involved in the incident;
- A description of the investigation process to determine the cause and extent of the incident;
- A description of the actions BA is taking to mitigate and protect against further impermissible uses or disclosures and losses;
- A description of any steps individuals should take to protect themselves from potential harm resulting from the impermissible use or disclosure of PHI; and
- Any other information related to the incident that is reasonably requested by CE.

Notwithstanding the foregoing, BA and CE acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and CE acknowledges and agrees that no additional notification to CE of such unsuccessful Security Incidents is necessary. However, to the extent that BA becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, BA shall notify CE of these attempts and provide the name, if available, of said party.

BA will reimburse CE for (i) all reasonably incurred costs related to notifying Individuals of an impermissible access, use or disclosure of PHI by BA or its Subcontractors, and (ii) all reasonably incurred expenses related to mitigating harm to the affected Individuals, such as credit monitoring services.

f. BA's Agents and Subcontractors. BA will ensure that any Subcontractors that create, receive, maintain or transmit PHI on behalf of BA agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. BA will implement and maintain sanctions against Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. BA will be legally responsible to CE for the actions and conduct of its Subcontractors involving PHI.

g. Access to PHI. BA will make PHI it maintains in Designated Record Sets available to CE for inspection and copying within five days of a request by CE in a manner that enables CE to fulfill its obligations under 45 C.F.R. § 164.524. If any Individual asks to inspect or access his or her PHI directly from BA, BA will notify CE in writing of the request within five days of the request. Any approval or denial of an Individual's request to access or inspect his or her PHI is the responsibility of CE.

h. Amendment of PHI. Within ten days of the receipt of a request from CE for an amendment to PHI that is maintained in a Designated Record Set by BA, BA will make the PHI available to CE for amendment in such a manner so as to enable CE to fulfill its obligations under 45 C.F.R. § 164.526. If any Individual requests an amendment of PHI directly from BA, BA must notify CE in writing of the request within five days of the request. Any approval or denial of an amendment of PHI maintained by BA is the responsibility of CE.

i. Accounting Rights. BA will maintain a record of all disclosures of PHI that BA makes, if CE would be required to provide an accounting to an Individual of such Disclosures under 45 C.F.R. § 164.528. Within ten days of notice by CE of a request for an accounting of disclosures of PHI, BA will make available to CE all information related to disclosures by BA and its Subcontractors necessary for CE to fulfill its obligations under 45 C.F.R. § 164.528. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA for at least six years. At a minimum the information collected and maintained will include: (i) the date of disclosure; (ii) the name of the person who received the PHI and, if known, the address of the person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA, BA will, within five days of a request, forward it to CE in writing. It is CE's responsibility to prepare and deliver any such accounting requested, and BA will not provide an accounting directly to an Individual.

j. Delegations of Obligations. To the extent that BA carries out CE's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations.

k. Access to Records. BA will make its internal practices, books and records relating to the use and disclosure of PHI available, upon request, to CE and the Secretary for purposes of determining CE's and BA's compliance with the Privacy Rule and this BAA.

l. Minimum Necessary. BA will request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. BA understands and agrees that the definition of "minimum necessary" is in flux, and BA will keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary.,,

m. Data Ownership. Unless otherwise explicitly addressed in the Underlying Agreement, BA acknowledges that BA has no ownership rights in the PHI.

3. Term and Termination.

a. Term. The Term of this BAA is concurrent with that of the Underlying Agreement.

b. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, will constitute a material breach of the Underlying Agreement and provide grounds for immediate termination of both this BAA and the Underlying Agreement, despite any contrary term in the Underlying Agreement. CE may choose to provide BA with an opportunity to cure any breach of this BAA, and CE may terminate this BAA if BA fails to cure the breach within the time period specified in the notice of the breach.

c. Judicial or Administrative Proceedings. CE may terminate this BAA and the Underlying Agreement, despite any contrary term in the Underlying Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws, or (ii) a finding or stipulation that BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which CE has been joined.

d. Effect of Termination. Upon termination of this BAA for any reason, BA will, at the option of CE, return or destroy all PHI that BA still maintains in any form, and will not retain any copies of such PHI. If return or destruction is not feasible as determined by CE, BA will provide CE with written notice setting forth the circumstances that BA believes make the return or destruction of the PHI infeasible and continue to extend the protections of this BAA to such information and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If CE elects destruction of the PHI, BA, will certify in writing to CE that such PHI has been destroyed. BA will be responsible for returning or destroying any PHI in the possession of its Subcontractors consistent with the requirements of this Section related to return and destruction of PHI.

4. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Despite any contrary term in the Underlying Agreement, CE may terminate the Underlying Agreement and this BAA upon 30 days written notice in the event (i) BA does not promptly enter into negotiations to amend this BAA when requested by CE pursuant to this Section, or (ii) BA does not enter into an amendment to this BAA providing assurances

regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation or Administrative Proceedings. BA shall make itself, and any Subcontractors, employees or agents assisting BA in the performance of its obligations under this BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy by BA, except where BA or its Subcontractor, employee or agent is a named adverse party.

7. Indemnification. BA will indemnify, defend and hold CE and its employees, agents, officers, directors, members, subsidiaries, and affiliates harmless from and against any claim, cost, lawsuit, injury, loss, damage or liability arising from (i) any breach by BA of its obligations under this BAA, or (ii) any impermissible use or disclosure of PHI by BA or its Subcontractors, however caused. CE will indemnify, defend and hold BA and its employees, agents, officers, directors, shareholders, members, subsidiaries, and affiliates harmless from and against any claim, cost, lawsuit, injury, loss, damage or liability arising from a breach of this BAA by CE. The indemnification rights and obligations set forth in this Section are not subject to any limitation of liability provision contained in the Underlying Agreement.

8. No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation. The provisions of this BAA prevail over any provisions in the Underlying Agreement that may conflict or appear inconsistent with any provision in this BAA, provided that any terms in the Underlying Agreement that may provide greater protections to the privacy and security of PHI than are set forth in this BAA govern. This BAA and the Underlying Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA will be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

10. Survival. The rights and obligation under Sections 2.i., 3.d., 6 and 7 expressly survive termination of this BAA.

11. Insurance. BA must carry cyber liability coverage with minimum limits of $3,000,000, including coverage for data reconstruction, financial damages resulting from the unauthorized disclosure of or general corruption or loss of personal data (including but not limited to PHI), identity theft monitoring services for Individuals whose PHI was compromised, costs of incident response, investigation and follow-up, coverage for actions of rogue employees and the costs of defending or responding to (including damages and fines) any investigations or informational requests from any regulatory agency or other governmental or quasi-governmental agency responsible for the control and use of PHI.

12. Offshoring Prohibition. BA may not transmit or make PHI accessible to any offshore recipient without CE's prior written consent. BIX's requests for permission to send PHA Offshore must be

submitted in writing to CE's privacy officer. The request must include details sufficient to identify the offshore entity, the specific PHI to be transmitted or accessed by the offshore entity, and the purpose for which the PHI will be used or accessed by the offshore entity. CE reserves the right to request and, upon that request BA must provide, additional documentation and evidence of offshore entity's compliance with the terms of this BAA. BA shall ensure that representatives of CE and of Medicare plans in which CE participates have the right to audit any Offshore entity receiving PHI; provided, however, that such audits will be limited to the use and disclosure of PHI by the Offshore entity and the administrative, physical, technical and organizational privacy and security safeguards, and policies, procedures and documentation addressing the privacy and security of PHI.

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the BAA Effective Date.

COVERED ENTITY	BUSINESS ASSOCIATE
	Sally Emery, RHIA
SOUTHERN INYO HEALTHCARE DISTRICT	SALLY EMERY, RHIA, an individual

§ 70747. Medical Records Service.
22 CA ADC § 70747
BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations Currentness
Title 22. Social Security
Division 5. Licensing and Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies
Chapter 1. General Acute Care Hospitals
Article 7. Administration (Refs & Annos)

22 CCR § 70747

§ 70747. Medical Records Service.

(a) The hospital shall maintain a medical record service which shall be conveniently located and adequate in size and equipment to facilitate the accurate processing, checking, indexing and filing of all medical records.

(b) The medical records service shall be under the supervision of a registered health information administrator or registered health information technician. The registered health information administrator or registered health information technician shall be assisted by such qualified personnel as are necessary for the conduct of the service.

Note: Authority cited: Sections 1275 and 131200, Health and Safety Code. Reference: Sections 1276, 131050, 131051 and 131052, Health and Safety Code.

HISTORY

1. Change without regulatory effect amending subsection (b) and adding new Note filed 3-12-2013 pursuant to section 100, title 1, California Code of Regulations (Register 2013, No. 11).

This database is current through 10/26/18 Register 2018, No. 43

22 CCR § 70747, 22 CA ADC § 70747

END OF DOCUMENT

PHARMACY CONSULTANT AGREEMENT

THIS PHARMACY CONSULTANT AGREEMENT (this "Agreement"), dated as of August 18, 2018 (the "Commencement Date"), is by and between Evergreen Pharmaceutical of California, Inc. doing business as Omnicare of Southern California, located at 8220 Remmet Avenue, Canoga Park, CA 91304 ("Pharmacy"), and Southern Inyo Hospital doing business as Southern Inyo Hospital-SNF, located at 501 E. Locust, Lone Pine, CA 93545 ("Facility").

RECITALS

A. Facility is engaged in the operation of a nursing facility, for which it requires pharmacy consultant services ("Consultant Services") in accordance with local, state and federal laws, rules and regulations ("Applicable Law").

B. Pharmacy provides Consultant Services to long-term care facilities and their residents in accordance with Applicable Law.

C. Simultaneously herewith, Facility and Pharmacy have entered into a Pharmacy Products and Services Agreement (the "Pharmacy Products and Services Agreement"), pursuant to which Pharmacy will provide Pharmacy Products and Services to Facility.

D. Facility desires to utilize Consultant Services provided by Pharmacy, and Pharmacy is willing to provide Consultant Services to Facility.

E. Capitalized terms used herein which are not defined shall have the meanings given to such terms in the Pharmacy Products and Services Agreement.

AGREEMENT

In consideration of the mutual agreements and promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. RESPONSIBILITIES OF PHARMACY

(a) For the benefit of Facility, Pharmacy shall appoint an individual or group of individuals (individually, the "Consultant") to provide the Consultant Services set forth in Schedule 1-A hereto, in accordance with Applicable Law and the State Operations Manual, Appendix PP, "Guidance to Surveyors for Long Term Care Facilities," §§ 483.60(a)-(e) (the "Surveyor Guidance"). At the election of Facility, Pharmacy shall also provide one or more of the optional Consultant Services described in Schedule 1-B hereto. At the option of Pharmacy Consultant Services may be performed off-site if permitted by Applicable Law.

(b) **Commencement Date and Delivery Date:** From the Commencement Date through September 1, 2018 (the "Delivery Date"), Pharmacy may undertake preparatory servicing activities which may be necessary for Pharmacy to provide Pharmacy Products and Services as of the Delivery Date or as otherwise may be requested by Facility prior to the Delivery Date. Such preparatory servicing activities may include, but are not limited to, preparing cycle fill dispenses for delivery on or about the Delivery Date, profiling residents in Pharmacy's dispensing system and providing fills and deliveries of medications requested by

Facility prior to the Delivery Date. Pharmacy may also provide Consulting Services as may be necessary to support the preparatory servicing activities prior to the Delivery Date.

2. RESPONSIBILITIES OF FACILITY

Facility shall:

(a) make available to Consultant adequate working space to allow Consultant to perform its obligations under this Agreement; and

(b) provide Consultant and his/her designees with access to all resident records.

3. COMPENSATION FOR CONSULTANT SERVICES

3.1 Compensation: Pricing for Consultant Services rendered pursuant to this Agreement shall be as set forth in Schedule 3.1 hereto; provided, however, that such fees shall be subject to annual adjustment, as specified in a written notice from Pharmacy to Facility, in the event that Pharmacy's actual cost of providing Consultant Services hereunder and/or the fair market value of such Consultant Services exceeds such fees.

3.2 Billing and Collection: Pharmacy shall bill Facility for Consultant Services provided under this Agreement.

3.3 Payment Terms:

(a) Pharmacy shall submit a monthly invoice to Facility for Consultant Services provided to Facility under this Agreement during the prior month. Such invoices may be combined with invoices provided to Facility under the Pharmacy Products and Services Agreement.

(b) Facility shall remit payment in full within thirty (30) days of the date of such invoice (the "Payment Terms"). At Pharmacy's option, payments shall be applied to interest and late charge penalties first and then any remainder will be applied to the principal sum.

(c) All payments by Facility under this Agreement shall be made by check, wire transfer or electronic funds transfer. Payment by credit card will not be accepted.

3.4 Payment Disputes:

(a) Facility shall notify Pharmacy of any amounts in dispute within thirty (30) days of the date of an invoice (the "Invoice Date"). No charge on an invoice may be disputed more than thirty (30) days after the Invoice Date.

(b) Notwithstanding subsection (a), Facility shall pay all charges on the applicable invoice in accordance with the Payment Terms. Any charge that is not paid in accordance with the Payment Terms may not be

disputed pursuant to subsection (a). If a dispute is resolved in favor of Facility with regard to a charge that has been paid by Facility, a credit will be issued as soon as is practicable.

(c) In the event of any dispute arising from a claim or bill submitted by Pharmacy, Pharmacy shall have access to all reasonable and necessary documents and records that would, in the discretion of Pharmacy, tend to sustain its claim.

4. TERM AND TERMINATION

4.1 Duration: The term of this Agreement shall commence as of the Commencement Date, and shall continue in effect, unless sooner terminated as herein provided, until the first (1st) anniversary of the Delivery Date. Upon the expiration of the initial term and each renewal term, the term of this Agreement shall automatically be renewed for an additional term of one (1) year unless either party shall have given written notice of non-renewal to the other party not less than one hundred and twenty (120) days prior to the expiration of the initial term or any renewal term then in effect, as applicable; provided, however, that no notice of non-renewal from Facility shall be valid unless it is current in its payments to Pharmacy. Notwithstanding the foregoing, this Agreement shall terminate on the date of expiration or termination of the Pharmacy Products and Services Agreement.

4.2 Default and Termination:

(a) In the event that Facility fails to pay any invoice on or prior to the due date, Pharmacy, at its option with three (3) days advance written notice to Facility, shall have the right to: (i) declare all of Pharmacy's outstanding invoices to Facility immediately due and payable in full; and (ii) require Facility to pay on a COD or other cash in advance basis for all Consultant Services provided to Facility until all of Pharmacy's invoices to Facility are current according to their respective terms. In the event that Facility fails to pay any invoice within ten (10) days of the due date Pharmacy, at its option with three (3) days advance written notice to Facility, shall have the right to terminate this Agreement.

(b) If either party materially defaults in any of its obligations under this Agreement (other than a default to which Section 4.2(a) applies), and such default is not cured within sixty (60) days following delivery of written notice from the non-defaulting party to the defaulting party (i) specifying such breach in reasonable detail, and (ii) expressly stating that such notice is a notice of breach pursuant to this Section 4.2, the non-defaulting party may terminate this Agreement with thirty (30) days advance written notice to the other party.

(c) Notwithstanding Section 4.2(b), no notice of termination from Facility shall be valid unless it is current in its payments to Pharmacy.

4.3 Effect of Termination:

(a) The provisions of this Agreement shall survive the expiration or termination hereof to the extent necessary to protect the rights and remedies of Pharmacy with respect to any unpaid Consultant Services provided prior to effectiveness of such expiration or termination.

(b) Expiration or termination of this Agreement shall not relieve either party from liability for any breach of this Agreement occurring prior to the effectiveness of such expiration or termination.

(c) Upon expiration or termination of this Agreement, Facility shall return to Pharmacy, in good condition, all Pharmacy property provided to Facility under this Agreement.

(d) Sections 3.4, 4.3, 4.4, 6.2, 6.3, 7 and 8 shall survive the expiration or termination of this Agreement.

4.4 Limitation of Liability:

(a) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY (OTHER THAN PHARMACY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.1(a)), PHARMACY'S LIABILITY TO FACILITY FOR DAMAGES IN CONNECTION WITH ANY DEFAULT BY PHARMACY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNT OF CONSULTANT FEES PAYABLE BY FACILITY FOR CONSULTANT SERVICES PROVIDED DURING THE 120-DAY PERIOD PRIOR TO THE DATE THAT PHARMACY WAS NOTIFIED BY FACILITY OF THE ALLEGED DEFAULT.

(b) FACILITY ACKNOWLEDGES AND AGREES THAT PHARMACY'S WILLINGNESS TO ENTER INTO THIS AGREEMENT UPON THE FINANCIAL TERMS SET FORTH HEREIN IS EXPRESSLY CONDITIONED UPON FACILITY'S AGREEMENT TO THE FOREGOING LIMITATION OF LIABILITY.

5. REPRESENTATIONS AND WARRANTIES

5.1 General:

(a) Each party represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered by such party and constitutes its valid and binding obligation.

(b) Each party represents and warrants to the other party that it is a corporation or other recognized legal business entity duly organized, validly existing, and in good standing under the laws of the state in which it is organized, incorporated, and/or operating.

(c) Each party represents and warrants to the other party that the execution and delivery of this Agreement, and the performance of such party's obligations hereunder do not and will not (i) conflict with or violate any requirement of Applicable Law, or (ii) conflict with, or constitute a default under, any contractual obligation of that party, including contractual obligations with any other healthcare or pharmacy provider.

5.2 Regulatory:

(a) Pharmacy represents and warrants to Facility that it and each of its employees, agents, and contractors that will provide Consultant Services under this Agreement holds and shall maintain in good standing throughout the term of this Agreement, all licenses, permits, registrations, certifications and authorizations in all applicable jurisdictions where such licenses, permits, registrations, certifications and authorizations are necessary to provide such services.

(b) Facility represents and warrants to Pharmacy that it and each of its employees, agents and contractors holds and shall maintain in good standing throughout the term of this Agreement, all licenses, permits, registrations, certifications and authorizations that are legally required in connection with the operation of Facility and the performance of its obligations under this Agreement.

(c) Each party represents and warrants to the other party that neither such party, nor any employee, agent or contractor of such party who is expected to perform obligations under this Agreement, has been excluded from participation in any federal health care program (as defined under 42 U.S.C. Section 1320a-7b(f)).

6. COVENANTS

6.1 Compliance with Healthcare Laws: Pharmacy and Facility hereby covenant that in performing their respective obligations under this Agreement, they will comply in all material respects with all applicable statutes, regulations, rules, orders, ordinances and other laws of any governmental entity to which this Agreement and the parties' obligations under this Agreement are subject with respect to healthcare regulatory matters (including, without limitation, Sections 1128, 1128A and 1128B(b) of the Social Security Act, as amended, 42 U.S.C. §§1320a-7, 1320a-7a and 1320a-7b(b), commonly referred to as the "Medicare and Medicaid Exclusion Statute," the "Civil Money Penalties Statute," and the "Federal Anti-Kickback Statute," respectively, and 31 U.S.C. § 3729, as amended, the statute commonly referred to as the "Federal False Claims Act," and all statutes and regulations related to the possession, distribution, maintenance and documentation of controlled substances) ("Healthcare Laws"). Pharmacy and Facility hereby represent and warrant that, to their best knowledge, no circumstances currently exist which can reasonably be expected to result in a material violation of any Healthcare Law by Pharmacy or Facility in connection with, or which can reasonably be expected to affect, their respective performance under this Agreement. Pharmacy and Facility hereby certify that they will not violate the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) with

respect to their performance under this Agreement. The parties acknowledge and agree that each party to an arrangement or transaction relating to CVS Health's business line of institutional pharmacy services operations that is between Omnicare and any actual source of health care business or referrals to Omnicare and involves, directly or indirectly, the offer, payment, solicitation, or receipt of anything of value and who meets the definition of a Covered Person under Omnicare's Corporate Integrity Agreement shall complete at least one hour of training regarding the Anti-Kickback Statute and examples of arrangements that potentially implicate the Anti-Kickback Statute. CVS Health's Code of Conduct and Anti-Kickback Statute Policies and Procedures are available to Facility at http://cvshealth.com/codeofconduct and http://cvshealth.com/CIApolicy.

6.2 HIPAA Compliance: Pharmacy and Facility hereby covenant that in performing their respective obligations under this Agreement, they will comply in all material respects with the Health Insurance Portability and Accountability Act and its implementing regulations (including, without limitation, the privacy regulations adopted at 45 C.F.R. Parts 160 and 164 and the code set regulations adopted at 45 C.F.R. Parts 160 and 162), as they may be amended from time to time (collectively referred to as "HIPAA").

6.3 Confidentiality:

(a) Pharmacy recognizes and acknowledges that, by virtue of entering into this Agreement and providing Consultant Services to Facility hereunder, Pharmacy and its staff will have access to Confidential Information of Facility ("Facility Confidential Information"). Pharmacy agrees that, except as otherwise required by Applicable Law, neither it nor any of its employees, agents or consultants will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the express prior written consent of Facility, any Facility Confidential Information, except as reasonably required to perform its obligations under this Agreement.

(b) Facility recognizes and acknowledges that, by virtue of entering into this Agreement Facility and its staff will have access to certain Confidential Information of Pharmacy ("Pharmacy Confidential Information"). Facility agrees that, except as otherwise required by Applicable Law, neither it nor any of its employees, agents or consultants will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the express prior written consent of Pharmacy, any Pharmacy Confidential Information, except as reasonably required to perform its obligations under this Agreement.

(c) Upon termination of this Agreement by either party for any reason whatsoever, each party shall, upon request from the other party, forthwith return to the other party (or destroy), all material constituting or containing Confidential Information of the other party, and the returning party will not thereafter use, appropriate or reproduce such information or disclose such information to any third party.

(d) If either party is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Confidential Information of the other party, such party seeking to disclose (the "Disclosing Party") will give the other party (the "Protected Party") prompt written notice of such request or requirement so that the Protected Party may seek an appropriate protective order or other remedy or waive compliance with the provisions of this Agreement, and the Disclosing Party will cooperate with the Protected Party to obtain such protective order. If such protective order or other remedy is not obtained or the Protected Party waives compliance with the relevant provisions of this Agreement, the Disclosing Party will furnish only that portion of the Confidential Information that, in the written opinion of its legal counsel, is legally required to be disclosed and, upon the request of the Protected Party, use its best efforts to obtain assurances that confidential treatment will be accorded to such information.

(e) Failure by either party to strictly comply with the provisions of this section shall be a material breach of this Agreement. Each party acknowledges that this is a continuing obligation, and that such obligations shall survive the termination of this Agreement. Each party further acknowledges that the restrictions contained herein are reasonable and necessary to protect the legitimate business interests of the other party and that any violation thereof by one party would result in irreparable harm to the other party. Accordingly, in the event of an actual or a threatened breach by either party of the provisions of this section, the other party shall be entitled to pursue from any court of competent jurisdiction a preliminary or permanent injunction enjoining the breaching party from disclosing such information. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available to it whether in equity or at law for such breach or threatened breach, including the recovery of damages.

(f) Each party shall retain ownership of its respective Confidential Information. Nothing herein shall be construed as a license or grant of rights to the other party to use such information, except in connection with such party's performance under this Agreement.

7. INDEMNIFICATION

7.1 Right to Indemnification:

(a) Pharmacy hereby agrees to indemnify and hold harmless Facility and its employees, officers, managers, directors, shareholders, agents and Affiliates (the "Facility Indemnitees"), from and against all charges, claims, causes of action, damages, expenses and liability (including reasonable attorneys' fees), asserted against, imposed upon, or incurred by, any Facility Indemnitee in connection with the death of, or bodily injury to, any Person that arises or results from any breach by Pharmacy of its obligations under this Agreement. Notwithstanding the foregoing,

Pharmacy shall not be responsible by indemnity or otherwise to the extent that any injury or death is caused by or results from an act or omission to act by a Facility Indemnitee or others not agents, employees or Affiliates of Pharmacy.

(b) Facility hereby agrees to indemnify and hold harmless Pharmacy and its employees, officers, managers, directors, shareholders, agents and Affiliates (the "Pharmacy Indemnitees"), from and against all charges, claims, causes of action, damages, expenses and liability (including reasonable attorneys' fees) asserted against, imposed upon, or incurred by, any Pharmacy Indemnitee in connection with the death of, or bodily injury to, any Person that arises or results from any breach by Facility of its obligations under this Agreement. Notwithstanding the foregoing, Facility shall not be responsible by indemnity or otherwise to the extent that any injury or death is caused by or results from an act or omission to act by a Pharmacy Indemnitee or others not agents, employees or Affiliates of Facility.

7.2 Procedure for Indemnification: A Facility Indemnitee or Pharmacy Indemnitee, as applicable (an "Indemnitee") shall give the applicable indemnifying party under Section 7.1 (the "Indemnitor") written notice of any claim for indemnification hereunder within thirty (30) days after the Indemnitee (a) receives notice of a claim for which indemnification is sought, or (b) determines that an event of which it is aware is likely to give rise to a claim for indemnification; and the Indemnitee will give copies to the Indemnitor of all information and documents relating to such claim or potential claim that are received by the Indemnitee within twenty (20) days after the Indemnitee's receipt thereof or, if applicable, within twenty (20) days after Indemnitee makes the determination referred to in clause (b); provided, however, that the failure of the Indemnitee to give notice or deliver copies of information or documents within the specified time periods shall not limit the Indemnitee's right to claim indemnification hereunder except to the extent that the Indemnitor can demonstrate that it was actually damaged by the failure to give notice or provide information or documents within the specified time periods. The Indemnitor will have the right to defend any action, proceeding, claim, demand or assessment giving rise to a claim for indemnification hereunder, and to select counsel for any third party claim, which counsel shall be reasonably satisfactory to the Indemnitee, all at the sole cost and expense of the Indemnitor; provided, however, that the Indemnitee will be allowed, at its expense, to participate in such defense; provided, further, that no settlement shall be entered into without the approval of the Indemnitee; provided further, that in the event the Indemnitor proposes in good faith to settle a claim on terms acceptable to the third party claimant and the Indemnitor is ready, willing and able to completely satisfy the claim on such terms but the Indemnitee does not consent to the settlement on such terms, the Indemnitee shall be responsible for all liability or expenses (including reasonable legal expenses and costs) with respect to such claim which exceed the proposed settlement amount, including all legal expenses and costs incurred after the date the Indemnitor initially gave notice to the Indemnitee seeking its consent to the proposed settlement. Notice of the Indemnitor's intention to defend any such action, proceeding, claim, demand or assessment shall be given to the Indemnitee within thirty (30) days after the Indemnitee shall

have notified the Indemnitor of the claim (but in all events at least five [5] business days prior to the date that an answer or other response is due to be filed or made). In the event the Indemnitor elects not to defend any such action, proceeding, claim, demand or assessment giving rise to an indemnification claim hereunder, Indemnitee shall have the right to so defend at the sole cost and expense of the Indemnitor.

8. MISCELLANEOUS

8.1 Material Change in Law: In the event that, after the date of this Agreement, there is a material change in law, rule or regulation (including, but not limited to, reimbursement levels under any governmental program) which results in this Agreement or the parties' performance of their obligations hereunder being in violation of Applicable Law, or which would result in the parties' continued performance hereunder having a material adverse effect on either party (in either case, a "Material Change"), the parties shall negotiate in good faith with one another to amend this Agreement so as to eliminate the effect of such Material Change, provided that such amendment shall conform as closely as possible to the original terms of this Agreement.

8.2 Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and each of their respective successors and permitted assigns. Except as otherwise provided in this Section 8.2, this Agreement shall not be assigned, in whole or in part by any party hereto, without the prior written consent of the other party.

(a) Upon the sale or disposition of the assets or operations of Facility (a "Facility Disposition"), which shall be deemed to include, but not be limited to, the assignment or other disposition of any leasehold interest or operating agreement with respect to Facility), Facility shall (i) provide Pharmacy and Omnicare at least thirty (30) days advance written notice of such transaction, and (ii) assign and cause the assumption of this Agreement (or cause any Person that purchases or otherwise acquires Facility to enter into an agreement with Pharmacy in form and substance identical to this Agreement) for the period from the effective date of such Facility Disposition to the date of expiration of the then-current term of this Agreement. Any failure of Facility to comply with this subsection (a) shall constitute a material breach of this Agreement.

(b) Upon the sale or disposition of the assets or operations of Pharmacy, Pharmacy shall (i) provide Facility at least ten (10) business days advance written notice of such transaction, and (ii) assign this Agreement to the Person that purchases or otherwise acquires Pharmacy.

(c) Pharmacy may assign its rights and delegate its duties and obligations under this Agreement to any other licensed entity which is owned, directly or indirectly, by Omnicare, provided that Facility is within the geographic service area of such assignee.

8.3 **Relationship Between Parties:** Under this Agreement, Pharmacy is acting solely as a vendor of Consultant Services to Facility. As such, Pharmacy and each of its employees will, at all times, be independent contractors to Facility. Neither Pharmacy nor Facility is for any purpose an agent, partner or employee of the other; and this Agreement does not constitute a joint venture between the parties, their Affiliates, or any of their respective successors or assigns.

8.4 **Interest:** If any amount is not paid when due under this Agreement, the party owed such amount shall have the right to assess the other party interest on such unpaid amount at the rate of one and five-tenths percent (1.5%) per month, or the maximum rate allowed by Applicable Law, if less. The party owed such interest may accrue the interest from the date the other party's payment is due and may continue to accrue the interest until receipt of payment by the receiving party. Either party's failure to request or demand payment of any interest will not constitute a waiver of that party's right to receive such interest.

8.5 **Force Majeure:** If either party fails to perform its obligations hereunder (except for the obligation to pay money) because of strikes, accidents, acts of God, weather conditions, action or inaction of any governmental or other proper authority, or other causes beyond such party's control, such failure to perform will not be deemed a default hereunder and will be excused without penalty until such time as said party is capable of performing.

8.6 **Notices:** Notices or communications to be given under this Agreement will be given to the respective parties in writing, and shall be deemed given if provided as set forth below to the addresses set forth below or to such other addresses and to such other persons as either party may from time to time designate by notice given as herein provided. Such notices or communications will be deemed to have been given upon (a) personal delivery, (b) three (3) business days after being sent by registered or certified mail, postage prepaid, or (c) one (1) business day after delivery to a reputable overnight delivery service for overnight delivery, in each case addressed as follows:

To Facility:

Southern Inyo Hospital
doing business as
Southern Inyo Hospital-SNF
501 E. Locust
Lone Pine, CA 93545
Attn: Administrator

To Pharmacy:

Evergreen Pharmaceutical of California, Inc.
doing business as
Omnicare of Southern California
8220 Remmet Avenue
Canoga Park, CA 91304
Attn: General Manager

With Required Copy to:

Omnicare, Inc.
900 Omnicare Center
201 East Fourth Street
Cincinnati, OH 45202
Attn: General Counsel

8.7 Remedies for Breach:

(a) Subject to Section 4.4, the rights and remedies of the parties hereunder shall be cumulative and shall be enforceable in equity as well as at law; provided, however, that nothing contained herein is intended to, nor shall it, limit or affect any rights at law, by statute or otherwise, of any party aggrieved. The parties acknowledge that in the event of a breach of the provisions hereof, damages at law will be difficult to ascertain and will be an inadequate remedy, and consequently upon any breach or threatened breach hereof the obligations of the parties contained herein shall be enforceable by specific performance, injunction or other equitable remedy.

(b) Notwithstanding subsection (a), if this Agreement is (i) terminated by Pharmacy for a Facility default, or (ii) terminated by Facility (unless such termination fully complies with Section 4.2(b) and (c)), prior to the stated expiration date of the initial term or any renewal term then in effect under Section 4.1 or, if later, the stated expiration date of any renewal term or terms which take effect unless the parties mutually agree not to renew this Agreement, Pharmacy shall have the right to recover immediately as liquidated damages, and not as a penalty, the sum of (A) all unpaid fees for Consultant Services provided hereunder, plus (B) the average monthly profit of Pharmacy under this Agreement multiplied by the number of months (or fraction thereof with regard to partial months) remaining in the term of this Agreement at such time (including any renewal terms which take effect unless the parties mutually agree not to renew this Agreement).

8.8 No Solicitation: During the term of this Agreement neither party nor any Affiliate thereof shall, directly or indirectly, without the prior written consent of the other party, solicit, employ or contract with any employee of such other party or any Affiliate thereof.

8.9 Dispute Resolution: The parties agree to meet and confer in good faith to resolve, through discussions between the parties, any disputes that arise from or are related to this Agreement.

8.10 Civil Rights: Pharmacy will comply with Title VI of the Civil Rights Act of 1964 and §§ 503-504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the applicable civil rights regulations of the Department of Health and Human Services.

8.11 Choice of Law, Choice of Venue, Waiver of Certain Defenses, and Service of Process. Notwithstanding the definition of Applicable Law herein, the rights and obligations of the parties under this Agreement shall be governed by and construed and enforced in accordance with the substantive law of the State of Delaware, without regard to conflicts of law principles. The parties stipulate and agree that the state and federal courts of the State of Delaware shall have exclusive jurisdiction over any dispute or controversy between the parties arising under or relating to this Agreement, to the exclusion of any and all other possible venues; and each party by its execution of this Agreement irrevocably submits to the personal and subject matter jurisdiction of the Delaware courts and waives any defense of lack of jurisdiction, improper venue, or forum non conveniens. Each party hereto further consents to service of process in the manner provided for service of notice set out in Section 8.6 hereof, and waives any defense of improper service if service is effected as provided therein.

8.12 Waiver: Waiver by either party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach. None of the provisions of this Agreement will be considered waived by either party except when such waiver is given in writing.

8.13 Access to Records:

(a) Pursuant to 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the provision of Consultant Services under this Agreement, Pharmacy shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States Government Accountability Office or any of their duly authorized representatives, a copy of this Agreement, and such books, documents, and records as are necessary to certify to the nature and extent of the costs of the Consultant Services provided under this Agreement.

(b) Pharmacy agrees that in the event that it carries out any of its duties under this Agreement through a subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period with a related organization, such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary of the United States Department of Health and Human Services or upon request of the Comptroller General of the United States Government Accountability Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

8.14 Waiver of Jury Trial: THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR RELATING TO THIS AGREEMENT AND ANY DOCUMENT

CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' ACCEPTANCE OF THIS AGREEMENT.

8.15 Entire Agreement; Amendment: This Agreement, the Pharmacy Products and Services Agreement, and any amendments or addenda hereto or thereto constitute the entire agreement between the parties regarding the subject matter hereof, and supersede all prior or contemporaneous discussions, representations, correspondence and agreements, whether oral or written, pertaining thereto. This Agreement may be amended or modified only by a writing duly executed by both parties.

8.16 Severability: If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law, unless doing so will materially alter the rights or obligations of either party.

8.17 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same agreement.

8.18 Construction: Each party acknowledges that it has been represented by legal counsel of its selection in the negotiation of this Agreement, each of which has participated in the drafting and negotiation of this Agreement. Accordingly, any rule of construction which construes this Agreement against the drafting party shall have no application in the interpretation and enforcement of this Agreement.

[Signature page follows]

The undersigned represent that they are duly authorized to execute this Agreement on behalf of the party for whom they sign; and such party shall be bound by the terms of this Agreement.

Southern Inyo Hospital
doing business as
Southern Inyo Hospital-SNF

By: _____

Name and Title: _____

Date of Execution: _____

Evergreen Pharmaceutical of California, Inc.
doing business as
Omnicare of Southern California

By: _____

Name and Title: _____

Date of Execution: _____

SCHEDULE 1-A

Required Consultant Services

1. Consultant shall provide consultation regarding all material aspects of providing pharmaceutical services to Facility. A written report regarding the provision of pharmaceutical services will be provided to Facility quarterly (or more frequently if required by Applicable Law).

2. Consultant shall collaborate with Facility and Facility's medical director to:

   (a) develop, implement, evaluate, and revise (as necessary) procedures for the provision of pharmaceutical services; and

   (b) strive to assure that medications and/or biologicals are requested, received and administered in a timely manner as ordered by the authorized prescriber (in accordance with Applicable Law).

3. Consultant shall assist Facility in determining that residents' medication therapy is necessary and appropriate.

4. Consultant shall conduct a medication regimen review ("MRR") for each Facility resident at least once a month.

5. Consultant shall identify any irregularities as defined in the State Operations Manual.

6. Within three (3) business days of conducting an MRR, Consultant will provide a summary report to the attending physician and the Facility's director of nursing which (a) documents that no irregularity was identified, or (b) reports any irregularities. Consultant may utilize electronic signatures to create and/or authenticate reports and records relating to all MRRs and may transmit such records and reports to the attending physician and the Facility's director of nursing via electronic means (if such method is determined to be most effective for providing notification), in accordance with the terms of this Agreement, Pharmacy's information security and privacy policies, and any other laws applicable thereto.

7. For residents anticipated to stay less than thirty (30) days or with an acute change of condition, Consultant will provide, upon the written request of Facility, an Interim Medication Regimen Review ("iMRR").

8. Consultant and Facility shall develop a procedure to apply when an attending physician does not respond to such report or fails to document the basis for his/her disagreement with such report.

9. Consultant shall assist Facility in determining that medications are labeled in accordance with federal and state labeling requirements and accepted standards of practice.

10. Consultant shall assist Facility in reviewing the safe and secure storage of medications in locked compartments under proper temperature controls in accordance with manufacturers' specifications.

11. Consultant shall assist Facility in developing and implementing safeguards and systems to control, account for, and periodically reconcile controlled medications.

12. Where permitted by Applicable Law, pharmacy assistants/technicians and nurse consultants will assist Consultant in determining Facility compliance with Applicable Law with respect to labeling and storage of medications.

SCHEDULE 1-B

Optional Consultant Services

The Consultant may collaborate with Facility and/or Facility's medical director to develop, implement, perform, participate in, or advise with respect to, any of the following:

(a) medication observation evaluations of Facility's capabilities;

(b) meetings in addition to the quarterly Quality Assurance Committee meeting;

(c) Facility staff in-service educational programs beyond two (2) per year;

(d) non-financial audits relating to the provision of medications;

(e) potential narcotic diversion investigations;

(f) family and/or resident council activities;

(g) Facility accreditation assistance;

(h) drug utilization and/or evaluation activities at the request of Facility;

(i) assistance in preparing for Facility surveys;

(j) narcotic and/or drug destruction, regardless of whether such task is required by Applicable Law;

(k) anticoagulation dosing as requested by a prescriber; and/or

(l) services provided by Consultant as part of corrective action plans.

Schedule 3.1 (PCA): Southern Inyo Hospital doing business as Southern Inyo Hospital-SNF	Proposal ID:	38236
Clinical Services		
	Service Fee	**Service Basis**
Consulting Pharmacist (Required Services):	$70.00	Per Hour
Consulting Pharmacist (Optional Services):	$70.00	Per Hour
iMRR (Medication Regimen Review):	$10.00	Per Occurrence
Consultant Services - Registered Nurse (RN):	$55.00	Per Hour
Consultant Services - Licensed Practical Nurse (LPN):	$40.00	Per Hour
Consultant Services - Pharmacy Technician:	$35.00	Per Hour

PHARMACY PRODUCTS AND SERVICES AGREEMENT

THIS PHARMACY PRODUCTS AND SERVICES AGREEMENT (this "Agreement"), dated as of August 18, 2018 (the "Commencement Date") is by and between Evergreen Pharmaceutical of California, Inc. doing business as Omnicare of Southern California, located at 8220 Remmet Avenue, Canoga Park, CA 91304 ("Pharmacy"), and Southern Inyo Hospital doing business as Southern Inyo Hospital-SNF, located at 501 E. Locust, Lone Pine, CA 93545 ("Facility").

RECITALS

A. Facility is engaged in the operation of a nursing facility, for which it requires pharmacy products and services in accordance with applicable local, state and federal laws and regulations ("Applicable Law").

B. Pharmacy, an Affiliate of Omnicare, Inc. ("Omnicare"), is qualified, licensed and capable of providing prescription and nonprescription pharmaceutical products, parenteral nutritional products, and intravenous supplies (collectively, "Pharmacy Products"), and related services (collectively, "Pharmacy Services"). Pharmacy Products and Pharmacy Services are collectively referred to herein as "Pharmacy Products and Services."

C. Facility desires to purchase Pharmacy Products and Services from Pharmacy and may also purchase in bulk from Pharmacy nonprescription and prescription medications not for any particular resident which are provided by Facility at its expense ("House Stock").

D. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Exhibit A to this Agreement.

AGREEMENT

In consideration of the mutual agreements and promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. RESPONSIBILITIES OF PHARMACY

1.1 Commencement Date and Delivery Date: From the Commencement Date through September 1, 2018 (the "Delivery Date"), Pharmacy may undertake preparatory servicing activities which may be necessary for Pharmacy to provide Pharmacy Products and Services as of the Delivery Date or as otherwise may be requested by Facility prior to the Delivery Date. Such preparatory servicing activities may include, but are not limited to, preparing cycle fill dispenses for delivery on or about the Delivery Date, profiling residents in Pharmacy's dispensing system and providing fills and deliveries of medications requested by Facility prior to the Delivery Date.

1.2 General: During the term of this Agreement, Pharmacy shall:

(a) provide Pharmacy Products to Facility and its residents in a prompt and timely manner in accordance with Applicable Law;

(b) render Pharmacy Services to Facility and its residents in accordance with Applicable Law;

(c) provide House Stock to Facility upon request;

(d) label all Pharmacy Products in accordance with Applicable Law;

(e) maintain a drug profile on each Facility resident serviced by Pharmacy;

(f) make a representative of Pharmacy available for attendance at Facility's quality assurance committee, infection control committee and other committee meetings that relate to Pharmacy Products and Services, with reasonable prior notice and during regularly scheduled visits to Facility;

(g) conduct, when requested by Facility and as mutually agreed to by Pharmacy and Facility, in-service education programs on subjects related to Pharmacy Products and Services, said programs to be conducted by a pharmacist or his/her designee during regularly scheduled visits to Facility;

(h) provide drug information and consultation to Facility's licensed professional staff regarding Pharmacy Products ordered;

(i) furnish to Facility, upon request, reasonable and appropriate information relating to the provision of Pharmacy Products and Services, including Pharmacy's policies and procedures; and

(j) collaborate with Facility to coordinate pharmacy documentation processes.

1.3 Delivery Schedule: Pharmacy shall deliver Pharmacy Products to Facility pursuant to the delivery schedule set forth in Schedule 3.1 or as otherwise mutually agreed by the parties. In the event that Pharmacy does not make any delivery required hereunder, Facility may obtain such delivery from a third party pharmacy provider, but only as to such failed delivery.

1.4 Emergency Drug Services:

(a) If permitted by Applicable Law and requested by Facility, Pharmacy shall provide, maintain and replenish, in a prompt and timely manner, an emergency drug supply ("E-Kit"). E-Kits shall be the property of Pharmacy as prescribed by Applicable Law. All withdrawals from E-Kits by Facility personnel shall be pursuant to a valid physician order in compliance with Applicable Law.

(b) Pharmacy shall provide any Pharmacy Product needed on an emergency basis as promptly as is reasonably practicable. In the event Pharmacy cannot furnish a Pharmacy Product ordered on an emergency basis in a reasonably prompt manner, Pharmacy shall use its best efforts to determine whether another pharmacy provider is capable of providing such Pharmacy Product to Facility more promptly than Pharmacy. If so,

Pharmacy shall make arrangements with such other pharmacy provider to provide such Pharmacy Product to Facility. Pharmacy shall notify Facility of any such arrangement.

1.5 Physician Order Sheets, Medication Administration Records and Treatment Records: Pharmacy shall provide computerized Physician Order Sheets ("POSs"), Medication Administration Records ("MARs") and Treatment Records ("TRs") to Facility upon request.

1.6 Equipment:

(a) Subject to Applicable Law, Pharmacy shall furnish, at its expense, a reasonable number of medication carts, facsimile machines and other equipment for its provision of Pharmacy Products and Services under this Agreement.

(b) Pharmacy shall, at its expense, be responsible for ongoing maintenance and repairs of equipment provided to Facility in accordance with this Section 1.6, unless the need for such maintenance and/or repair is due to the abuse of such equipment by Facility personnel. In such event, the expense for maintenance and repairs, to the extent necessitated by such abuse, will be borne by Facility.

(c) Pharmacy will not provide any ancillary supplies relating to equipment (e.g., paper, ink, toner cartridges, etc.) unless Facility pays Pharmacy for the fair market value of such supplies.

(d) All equipment provided pursuant to this Section 1.6 shall remain the property of Pharmacy.

(e) Facility shall use any equipment furnished by Pharmacy only for Pharmacy-related business.

(f) Facility and Pharmacy shall work together to instruct Facility's personnel to utilize the equipment properly.

1.7 Dispensing: Pharmacy Products shall be dispensed in accordance with Schedule 1.7.

2. RESPONSIBILITIES OF FACILITY

2.1 General: During the term of this Agreement, Facility shall:

(a) implement Pharmacy's policies and procedures;

(b) make available to Pharmacy adequate working and storage space to allow Pharmacy to perform its obligations under this Agreement including, but not limited to, adequate space for the storage of medication carts, containers, cards and other equipment provided by Pharmacy; and give Pharmacy access to all facilities and supplies

reasonably necessary for the performance of Pharmacy's obligations under this Agreement;

(c) give Pharmacy access to all resident records;

(d) order exclusively from Pharmacy all Pharmacy Products and Services required for individual residents, subject to Section 2.2 hereof;

(e) promptly notify Pharmacy of any changes in resident medication upon receipt of physicians' orders;

(f) promptly notify Pharmacy of any room transfer or the discharge of any resident;

(g) provide to each resident, or the resident's responsible party, all applicable Pharmacy notices of privacy practices, policies and procedures; and

(h) provide Pharmacy with updated census information on a daily basis for each day during which there is a change in census information.

2.2 Residents' Right to Choose: Facility shall comply with Applicable Law regarding a resident's right to choose his or her own pharmacy provider. Facility shall require each Electing Resident to specify such election in writing; and Facility shall provide a copy of such election to Pharmacy.

2.3 Admissions Protocol: Upon the admission of each new resident to Facility, Facility shall provide information to such resident about the Pharmacy Products and Services provided by Pharmacy under this Agreement in accordance with the standard admissions protocol of Omnicare, which shall be provided to Facility by Pharmacy. Additionally, Facility shall provide to each resident, or the resident's sponsor, any applicable policies and procedures of Pharmacy. Facility shall inform its residents upon admission and upon any change in the resident's reimbursement coverage that Pharmacy will not honor any third party payor arrangements whereby Pharmacy receives a payment for Pharmacy Products and Services which is less than the payment Pharmacy would receive for such Pharmacy Products and Services under the applicable state Medicaid program if such resident were covered by such state Medicaid program.

2.4 Billing Data and Reimbursement Status: Facility shall:

(a) provide Pharmacy with all necessary resident acknowledgement and billing data including, but not limited to, Medicare and Medicaid numbers, resident name, responsible party, billing address, phone number, physician names and any other pertinent data required by Pharmacy, at time of admission and as changes occur;

(b) notify Pharmacy as to the reimbursement source for each resident;

(c) be responsible for obtaining appropriate billing consent signatures with respect to each resident for whom Pharmacy performs billing services; and furnish Pharmacy with original copies of such signatures; and

(d) obtain and tender to Pharmacy all original consents, acknowledgments or authorizations reasonably requested by Pharmacy.

2.5 Pharmacy Documents: Facility shall not reproduce or permit the reproduction of Pharmacy's documents, manuals or forms, nor circulate such items to any individual or entity, except as necessary to ensure proper administration of the provision of Pharmacy Products and Services.

2.6 Policies and Procedures for Usage of Outside Pharmacies: In order to ensure proper medical care, the provision of cost-effective Pharmacy Products and Services, and lower the risk of medication errors and nursing time, Facility shall require all outside pharmacies to comply with Facility's policies and procedures for the provision of Pharmacy Products and Services that are applicable to Pharmacy, including, at a minimum, provisions for reporting, packaging and labeling of all items dispensed in a manner consistent with the dispensing system utilized by Facility.

3. BILLING

3.1 Compensation: Pricing for Pharmacy Products and Services that are provided at the expense of Facility (e.g., under the Medicare prospective payment system, capitated managed care arrangements, and Non-Covered Medications) ("Facility-Pay Products and Services") and House Stock (if any) shall be at the rates specified in Schedule 3.1.

To the extent set forth on Schedule 3.1, a minimum charge will be charged for each Pharmacy Product dispensed by Pharmacy.

To the extent set forth on Schedule 3.1, Facility will pay Pharmacy a restocking fee for each item returned to Pharmacy for restocking.

To the extent set forth on Schedule 3.1, Facility will pay the Pharmacy a compounding fee for each compounded non-infusion Pharmacy Product dispensed by Pharmacy.

To the extent set forth on Schedule 3.1, Facility will pay the Pharmacy a Controlled Substance fee for each Controlled Substance Pharmacy Product dispensed by Pharmacy.

In the event the Pharmacy determines during the term of this Agreement that the rates and pricing terms for Facility-Pay Products and Services are less than Pharmacy's actual cost of providing such products and services and/or the fair market value of such products and services, Pharmacy may adjust the rates and pricing terms as specified in a written notice from Pharmacy to Facility.

3.2 Billing and Collection:

(a) Pharmacy shall bill and collect for Pharmacy Products and Services to be reimbursed by third party payors (e.g., Medicare Part D, private insurance and Medicaid).

(b) Pharmacy shall bill and collect for Pharmacy Products and Services provided to private pay residents.

(c) Pharmacy shall bill Facility for Facility-Pay Products and Services, House Stock (if any), and other fees for which Facility is responsible under this Agreement.

(d) Facility shall assist Pharmacy in collecting payment from private pay residents and from residents whose third-party insurance is not honored by Pharmacy.

3.3 Payment Terms:

(a) Pharmacy shall submit a monthly invoice to Facility for Facility-Pay Products and Services, House Stock (if any), and other fees for which Facility is responsible under this Agreement, which were provided during, or relate to, the prior month.

(b) Facility shall remit payment in full within thirty (30) days of the date of such invoice (the "Payment Terms"). At Pharmacy's option, payments shall be applied to interest and late charge penalties first and then any remainder will be applied to the principal sum.

(c) All payments by Facility under this Agreement shall be made by check, wire transfer, or electronic funds transfer. Payment by credit card will not be accepted.

3.4 Payment Disputes:

(a) Facility shall notify Pharmacy of any amounts in dispute within thirty (30) days of the date of an invoice (the "Invoice Date"). No charge on an invoice may be disputed more than thirty (30) days after the Invoice Date.

(b) Notwithstanding subsection (a), Facility shall pay all charges on the applicable invoice in accordance with the Payment Terms. Any charge that is not paid in accordance with the Payment Terms may not be disputed pursuant to subsection (a). If a dispute is resolved in favor of Facility with regard to a charge that has been paid by Facility, a credit will be issued as soon as is practicable.

(c) In the event of any dispute arising from a claim or bill submitted by Pharmacy, Pharmacy shall have access to all reasonable and necessary documents and records that would, in the discretion of Pharmacy, tend to sustain its claim. Further, where Facility is an intermediary in the

processing of claims, Facility shall promptly furnish to Pharmacy any information regarding the status of the claim; and will grant to any fiscal agency involved the right to discuss the status of the claim with Pharmacy.

3.5 Non-Covered Medications: Schedule 3.5 shall be applicable when a third-party payer that is the primary payer denies a claim with regard to a Non-Covered Medication (as defined in Schedule 3.5), and there is no immediate resolution.

3.6 Medicaid Pending Residents: The following procedures shall apply to residents (i) for whom a properly completed application has been submitted to the applicable state Medicaid program ("Medicaid"), and (ii) who Facility reasonably believes meet all applicable requirements for Medicaid coverage ("Medicaid-Pending Residents").

(a) Neither Facility nor any responsible party shall be obligated to pay for Pharmacy Products and Services provided to Medicaid-Pending Residents for a period of ninety (90) days after Pharmacy commences providing such products and services to such resident (the "Suspension Period"); provided, however, that the Suspension Period shall end on the date that Medicaid denies coverage for such resident (if applicable).

(b) During the Suspension Period charges for Pharmacy Products and Services provided to Medicaid-Pending Residents shall be processed in the same manner as charges for Pharmacy Products and Services provided to private pay residents. Responsible parties will receive a monthly invoice for charges incurred.

(c) The Suspension Period shall end at the earlier of Pharmacy receiving notification that Medicaid approved pharmacy benefits coverage for a Medicaid-Pending Resident or Facility notifying Pharmacy of pharmacy benefits coverage approval for a Medicaid-Pending Resident. Facility shall promptly notify Pharmacy of any pay status changes for Medicaid Pending Residents, including the effective date of Medicaid coverage for pharmacy benefits (the "Coverage Date").

(d) If Medicaid approves coverage for a Medicaid-Pending Resident but does not designate a Coverage Date that covers all dates of service, resident or resident's responsible party shall be responsible for charges for Pharmacy Products and Services provided to such resident prior to the Coverage Date (other than charges that are covered by Medicare Part D or another third party payor).

(e) If Medicaid denies coverage resident or resident's responsible party shall be responsible for all charges for Pharmacy Products and Services provided to the applicable resident (other than charges that are covered by Medicare Part D or another third party payor) effective as of the date that service commenced (the "Service Date").

(f) If Medicaid has not approved coverage by the last day of the Suspension Period, resident or resident's responsible party shall be responsible for charges for Pharmacy Products and Services provided to such resident since the Service Date (other than charges that are covered by Medicare Part D or another third party payor). If Medicaid subsequently approves coverage then resident or resident's responsible party shall be credited for charges paid by it with regard to the period on and after the Coverage Date.

(g) If Medicaid denies a claim for the provision of a medication during the Suspension Period Facility shall be responsible for payment of such non-covered medication.

(h) If Facility is required to pay for charges in accordance with this section, Pharmacy shall invoice Facility for such charges in accordance with Section 3.3(a); and Facility shall pay such charges in accordance with Section 3.3(b).

3.7 No Available Payer: Notwithstanding any other provision of this Agreement, Pharmacy shall not be obligated to provide Pharmacy Products and Services for which a payer has not been identified, or if Pharmacy reasonably believes that the identified payer would be unable or unwilling to pay for such products and services.

4. TERM AND TERMINATION

4.1 Duration: The term of this Agreement shall commence as of the Commencement Date, and shall continue in effect, unless sooner terminated as herein provided, until the first (1st) anniversary of the Delivery Date. Upon the expiration of the initial term and each renewal term, the term of this Agreement shall automatically be renewed for an additional term of one (1) year unless either party shall have given written notice of non-renewal to the other party not less than one hundred and twenty (120) days prior to the expiration of the initial term or any renewal term then in effect, as applicable; provided, however, that no notice of non-renewal from Facility shall be valid unless it is current in its payments to Pharmacy.

4.2 Default and Termination:

(a) In the event that Facility fails to pay any invoice on or prior to the due date, Pharmacy, at its option with three (3) days advance written notice to Facility, shall have the right to: (i) declare all of Pharmacy's outstanding invoices to Facility immediately due and payable in full; and (ii) require Facility to pay on a COD or other cash in advance basis for all Facility-Pay Products and Services and House Stock provided or delivered to Facility until all of Pharmacy's invoices to Facility are current according to their respective terms. In the event that Facility fails to pay any invoice within ten (10) days of the due date, Pharmacy, at its option with three (3) days advance written notice to Facility, shall have the right to (i) terminate this Agreement, or (ii) charge Default Pricing to Facility for Facility-Pay Products and Services and House Stock until all

of Pharmacy's invoices to Facility are current according to their respective terms, notwithstanding Section 3.1 of this Agreement.

(b) If either party materially defaults in any of its obligations under this Agreement (other than a default to which Section 4.2(a) applies), and such default is not cured within sixty (60) days following delivery of written notice from the non-defaulting party to the defaulting party (i) specifying such breach in reasonable detail, and (ii) expressly stating that such notice is a notice of breach pursuant to this Section 4.2, the non-defaulting party may terminate this Agreement with thirty (30) days advance written notice to the other party. In the case of a default by Pharmacy with regard to any material obligation under Section 1 of this Agreement, if the parties agree on a plan of correction prior to the end of the foregoing cure period then such default shall be deemed to have been cured for purposes of this subsection; provided, however, that any material default under such plan of correction shall be deemed to be a default under this subsection.

(c) Facility hereby acknowledges that in the event that a resident of Facility is not current in its payments to Pharmacy, Pharmacy shall have the right (in addition to any rights it might have under this Agreement or Applicable Law), to (i) cease the provision of Pharmacy Products and Services to such resident, or (ii) require such resident to pay on a COD or other cash in advance basis for all Pharmacy Products and Services provided to such resident.

(d) Notwithstanding Section 4.2(b), no notice of termination from Facility shall be valid unless it is current in its payments to Pharmacy.

4.3 Effect of Termination:

(a) The provisions of this Agreement shall survive the expiration or termination hereof to the extent necessary to protect the rights and remedies of Pharmacy with respect to any unpaid charges or fees relating to the period prior to the effectiveness of such expiration or termination.

(b) Expiration or termination of this Agreement shall not relieve either party from liability for any breach of this Agreement occurring prior to the effectiveness of such expiration or termination.

(c) Upon expiration or termination of this Agreement, Facility shall return to Pharmacy, in good working condition, all equipment and other Pharmacy property provided to Facility under this Agreement including, without limitation, all formulary documents, manuals, forms and any other documents, information, or materials belonging to Pharmacy.

(d) Sections 3.4, 4.3, 6.2, 6.3, 7 and 8 shall survive the expiration or termination of this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1 General:

(a) Each party represents and warrants to the other party that this Agreement has been duly authorized, executed and delivered by such party and constitutes its valid and binding obligation.

(b) Each party represents and warrants to the other party that it is a corporation or other recognized legal business entity duly organized, validly existing, and in good standing under the laws of the state in which it is organized, incorporated, and/or operating.

(c) Each party represents and warrants to the other party that the execution and delivery of this Agreement, and the performance of such party's obligations hereunder do not and will not (i) conflict with or violate any requirement of Applicable Law, or (ii) conflict with, or constitute a default under, any contractual obligation of that party, including contractual obligations with any other healthcare or pharmacy provider.

5.2 Regulatory:

(a) Pharmacy represents and warrants to Facility that it and each of its employees, agents, and contractors that will provide Pharmacy Products and Services under this Agreement holds and shall maintain in good standing throughout the term of this Agreement, all licenses, permits, registrations, certifications and authorizations in all applicable jurisdictions where such licenses, permits, registrations, certifications and authorizations are necessary to provide such Pharmacy Products and Services.

(b) Facility represents and warrants to Pharmacy that it and each of its employees, agents and contractors holds and shall maintain in good standing throughout the term of this Agreement, all licenses, permits, registrations, certifications and authorizations that are legally required in connection with the operation of Facility and the performance of its obligations under this Agreement.

(c) Each party represents and warrants to the other party that neither such party, nor any employee, agent or contractor of such party who is expected to perform obligations under this Agreement, has been excluded from participation in any federal health care program (as defined under 42 U.S.C. Section 1320a-7b(f)).

6. COVENANTS

6.1 Compliance with Healthcare Laws: Pharmacy and Facility hereby covenant that in performing their respective obligations under this Agreement, they will comply in all material respects with all applicable statutes, regulations, rules, orders, ordinances and other laws of any governmental entity to which this Agreement and the parties' obligations under this Agreement are subject with

respect to healthcare regulatory matters (including, without limitation, Sections 1128, 1128A and 1128B(b) of the Social Security Act, as amended, 42 U.S.C. §§1320a-7, 1320a-7a and 1320a-7b(b), commonly referred to as the "Medicare and Medicaid Exclusion Statute," the "Civil Money Penalties Statute," and the "Federal Anti-Kickback Statute," respectively, and 31 U.S.C. § 3729, as amended, the statute commonly referred to as the "Federal False Claims Act," and all statutes and regulations related to the possession, distribution, maintenance and documentation of controlled substances) ("Healthcare Laws"). Pharmacy and Facility hereby represent and warrant that, to their best knowledge, no circumstances currently exist which can reasonably be expected to result in a material violation of any Healthcare Law by Pharmacy or Facility in connection with, or which can reasonably be expected to affect, their respective performance under this Agreement. Pharmacy and Facility hereby certify that they will not violate the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) with respect to their performance under this Agreement. The parties acknowledge and agree that each party to an arrangement or transaction relating to CVS Health's business line of institutional pharmacy services operations that is between Omnicare and any actual source of health care business or referrals to Omnicare and involves, directly or indirectly, the offer, payment, solicitation, or receipt of anything of value and who meets the definition of a Covered Person under Omnicare's Corporate Integrity Agreement shall complete at least one hour of training regarding the Anti-Kickback Statute and examples of arrangements that potentially implicate the Anti-Kickback Statute. CVS Health's Code of Conduct and Anti-Kickback Statute Policies and Procedures are available to Facility at http://cvshealth.com/codeofconduct and http://cvshealth.com/CIApolicy.

6.2 HIPAA Compliance: Pharmacy and Facility hereby covenant that in performing their respective obligations under this Agreement, they will comply in all material respects with the Health Insurance Portability and Accountability Act and its implementing regulations (including, without limitation, the privacy regulations adopted at 45 C.F.R. Parts 160 and 164 and the code set regulations adopted at 45 C.F.R. Parts 160 and 162), as they may be amended from time to time (collectively referred to as "HIPAA").

6.3 Confidentiality:

(a) Pharmacy recognizes and acknowledges that, by virtue of entering into this Agreement and providing Pharmacy Products and Services to Facility hereunder, Pharmacy and its staff will have access to Confidential Information of Facility ("Facility Confidential Information"). Pharmacy agrees that, except as otherwise required by Applicable Law, neither it nor any of its employees, agents or consultants will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the express prior written consent of Facility, any Facility Confidential Information, except as reasonably required to perform its obligations under this Agreement.

(b) Facility recognizes and acknowledges that, by virtue of entering into this Agreement Facility and its staff will have access to certain Confidential Information of Pharmacy ("Pharmacy Confidential Information").

Facility agrees that, except as otherwise required by Applicable Law, neither it nor any of its employees, agents or consultants will at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the express prior written consent of Pharmacy, any Pharmacy Confidential Information, except as reasonably required to perform its obligations under this Agreement.

(c) Upon termination of this Agreement by either party for any reason whatsoever, each party shall, upon request from the other party, forthwith return to the other party (or destroy), all material constituting or containing Confidential Information of the other party, and the returning party will not thereafter use, appropriate or reproduce such information or disclose such information to any third party.

(d) If either party is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Confidential Information of the other party, such party seeking to disclose (the "Disclosing Party") will give the other party (the "Protected Party") prompt written notice of such request or requirement so that the Protected Party may seek an appropriate protective order or other remedy or waive compliance with the provisions of this Agreement, and the Disclosing Party will cooperate with the Protected Party to obtain such protective order. If such protective order or other remedy is not obtained or the Protected Party waives compliance with the relevant provisions of this Agreement, the Disclosing Party will furnish only that portion of the Confidential Information that, in the written opinion of its legal counsel, is legally required to be disclosed and, upon the request of the Protected Party, use its best efforts to obtain assurances that confidential treatment will be accorded to such information.

(e) Failure by either party to strictly comply with the provisions of this section shall be a material breach of this Agreement. Each party acknowledges that this is a continuing obligation, and that such obligations shall survive the termination of this Agreement. Each party further acknowledges that the restrictions contained herein are reasonable and necessary to protect the legitimate business interests of the other party and that any violation thereof by one party would result in irreparable harm to the other party. Accordingly, in the event of an actual or a threatened breach by either party of the provisions of this section, the other party shall be entitled to pursue from any court of competent jurisdiction a preliminary or permanent injunction enjoining the breaching party from disclosing such information. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available to it whether in equity or at law for such breach or threatened breach, including the recovery of damages.

(f) Each party shall retain ownership of its respective Confidential Information. Nothing herein shall be construed as a license or grant of rights to the other party to use such information, except in connection with such party's performance under this Agreement.

7. INDEMNIFICATION

7.1 Right to Indemnification:

(a) Pharmacy hereby agrees to indemnify and hold harmless Facility and its employees, officers, managers, directors, shareholders, agents and Affiliates (the "Facility Indemnitees"), from and against all charges, claims, causes of action, damages, expenses and liability (including reasonable attorneys' fees), asserted against, imposed upon, or incurred by, any Facility Indemnitee in connection with the death of, or bodily injury to, any Person that arises or results from any breach by Pharmacy of its obligations under this Agreement. Notwithstanding the foregoing, Pharmacy shall not be responsible by indemnity or otherwise to the extent that any injury or death is caused by or results from an act or omission to act by a Facility Indemnitee or others not agents, employees or Affiliates of Pharmacy.

(b) Facility hereby agrees to indemnify and hold harmless Pharmacy and its employees, officers, managers, directors, shareholders, agents and Affiliates (the "Pharmacy Indemnitees"), from and against all charges, claims, causes of action, damages, expenses and liability (including reasonable attorneys' fees) asserted against, imposed upon, or incurred by, any Pharmacy Indemnitee in connection with the death of, or bodily injury to, any Person that arises or results from any breach by Facility of its obligations under this Agreement. Notwithstanding the foregoing, Facility shall not be responsible by indemnity or otherwise to the extent that any injury or death is caused by or results from an act or omission to act by a Pharmacy Indemnitee or others not agents, employees or Affiliates of Facility.

(c) Facility hereby agrees to indemnify and hold harmless the Pharmacy Indemnitees from and against any and all charges, claims, causes of action, damages, expenses and liability (including reasonable attorneys' fees) asserted against, imposed upon, or incurred by any Pharmacy Indemnitee in connection with, by reason of, or arising out of, the compliance by Pharmacy with Section 3.5 of this Agreement.

7.2 Procedure for Indemnification: A Facility Indemnitee or Pharmacy Indemnitee, as applicable (an "Indemnitee") shall give the applicable indemnifying party under Section 7.1 (the "Indemnitor") written notice of any claim for indemnification hereunder within thirty (30) days after the Indemnitee (a) receives notice of a claim for which indemnification is sought, or (b) determines that an event of which it is aware is likely to give rise to a claim for indemnification; and the Indemnitee will give copies to the Indemnitor of all information and documents relating to such claim or potential claim that are received by the Indemnitee within twenty (20) days after the Indemnitee's receipt

thereof or, if applicable, within twenty (20) days after Indemnitee makes the determination referred to in clause (b); provided, however, that the failure of the Indemnitee to give notice or deliver copies of information or documents within the specified time periods shall not limit the Indemnitee's right to claim indemnification hereunder except to the extent that the Indemnitor can demonstrate that it was actually damaged by the failure to give notice or provide information or documents within the specified time periods. The Indemnitor will have the right to defend any action, proceeding, claim, demand or assessment giving rise to a claim for indemnification hereunder, and to select counsel for any third party claim, which counsel shall be reasonably satisfactory to the Indemnitee, all at the sole cost and expense of the Indemnitor; provided, however, that the Indemnitee will be allowed, at its expense, to participate in such defense; provided, further, that no settlement shall be entered into without the approval of the Indemnitee; provided further, that in the event the Indemnitor proposes in good faith to settle a claim on terms acceptable to the third party claimant and the Indemnitor is ready, willing and able to completely satisfy the claim on such terms but the Indemnitee does not consent to the settlement on such terms, the Indemnitee shall be responsible for all liability or expenses (including reasonable legal expenses and costs) with respect to such claim which exceed the proposed settlement amount, including all legal expenses and costs incurred after the date the Indemnitor initially gave notice to the Indemnitee seeking its consent to the proposed settlement. Notice of the Indemnitor's intention to defend any such action, proceeding, claim, demand or assessment shall be given to the Indemnitee within thirty (30) days after the Indemnitee shall have notified the Indemnitor of the claim (but in all events at least five [5] business days prior to the date that an answer or other response is due to be filed or made). In the event the Indemnitor elects not to defend any such action, proceeding, claim, demand or assessment giving rise to an indemnification claim hereunder, Indemnitee shall have the right to so defend at the sole cost and expense of the Indemnitor.

8. MISCELLANEOUS

8.1 Material Change in Law: In the event that, after the date of this Agreement, there is a material change in law, rule or regulation (including, but not limited to, reimbursement levels under any governmental program) which results in this Agreement or the parties' performance of their obligations hereunder being in violation of Applicable Law, or which would result in the parties' continued performance hereunder having a material adverse effect on either party (in either case, a "Material Change"), the parties shall negotiate in good faith with one another to amend this Agreement so as to eliminate the effect of such Material Change, provided that such amendment shall conform as closely as possible to the original terms of this Agreement.

8.2 Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and each of their respective successors and permitted assigns. Except as otherwise provided in this Section 8.2, this Agreement shall not be assigned, in whole or in part by any party hereto, without the prior written consent of the other party.

(a) Upon the sale or disposition of the assets or operations of Facility (a "Facility Disposition"), which shall be deemed to include, but not be limited to, the assignment or other disposition of any leasehold interest or operating agreement with respect to Facility), Facility shall (i) provide Pharmacy and Omnicare at least thirty (30) days advance written notice of such transaction, and (ii) assign and cause the assumption of this Agreement (or cause any Person that purchases or otherwise acquires Facility to enter into an agreement with Pharmacy in form and substance identical to this Agreement) for the period from the effective date of such Facility Disposition to the date of expiration of the then-current term of this Agreement. Any failure of Facility to comply with this subsection (a) shall constitute a material breach of this Agreement.

(b) Upon the sale or disposition of the assets or operations of Pharmacy, Pharmacy shall (i) provide Facility at least ten (10) business days advance written notice of such transaction, and (ii) assign this Agreement to the Person that purchases or otherwise acquires Pharmacy.

(c) Pharmacy may assign its rights and delegate its duties and obligations under this Agreement to any other licensed entity which is owned, directly or indirectly, by Omnicare, provided that Facility is within the geographic service area of such assignee.

8.3 Relationship Between Parties: Under this Agreement, Pharmacy is acting solely as a vendor of Pharmacy Products and Services and House Stock (if applicable) to Facility. As such, Pharmacy and each of its employees will, at all times, be independent contractors to Facility. Neither Pharmacy nor Facility is for any purpose an agent, partner or employee of the other; and this Agreement does not constitute a joint venture between the parties, their Affiliates, or any of their respective successors or assigns.

8.4 Interest: If any amount is not paid when due under this Agreement, the party owed such amount shall have the right to assess the other party interest on such unpaid amount at the rate of one and five-tenths percent (1.5%) per month, or the maximum rate allowed by Applicable Law, if less. The party owed such interest may accrue the interest from the date the other party's payment is due and may continue to accrue the interest until receipt of payment by the receiving party. Either party's failure to request or demand payment of any interest will not constitute a waiver of that party's right to receive such interest.

8.5 Force Majeure: If either party fails to perform its obligations hereunder (except for the obligation to pay money) because of strikes, accidents, acts of God, weather conditions, action or inaction of any governmental or other proper authority, or other causes beyond such party's control, such failure to perform will not be deemed a default hereunder and will be excused without penalty until such time as said party is capable of performing.

8.6 Notices: Notices or communications to be given under this Agreement will be given to the respective parties in writing, and shall be deemed given if provided as set forth below to the addresses set forth below or to such other addresses and to such other persons as either party may from time to time designate by notice

given as herein provided. Such notices or communications will be deemed to have been given upon (a) personal delivery, (b) three (3) business days after being sent by registered or certified mail, postage prepaid, or (c) one (1) business day after delivery to a reputable overnight delivery service for overnight delivery, in each case addressed as follows:

To Facility:

Southern Inyo Hospital
doing business as
Southern Inyo Hospital-SNF
501 E. Locust
Lone Pine, CA 93545
Attn: Administrator

To Pharmacy:

Evergreen Pharmaceutical of California, Inc.
doing business as
Omnicare of Southern California
8220 Remmet Avenue
Canoga Park, CA 91304
Attn: General Manager

With Required Copy to:

Omnicare, Inc.
900 Omnicare Center
201 East Fourth Street
Cincinnati, OH 45202
Attn: General Counsel

8.7 Remedies for Breach:

(a) The rights and remedies of the parties hereunder shall be cumulative and shall be enforceable in equity as well as at law; provided, however, that nothing contained herein is intended to, nor shall it, limit or affect any rights at law, by statute or otherwise, of any party aggrieved. The parties acknowledge that in the event of a breach of the provisions hereof, damages at law will be difficult to ascertain and will be an inadequate remedy, and consequently upon any breach or threatened breach hereof the obligations of the parties contained herein shall be enforceable by specific performance, injunction or other equitable remedy.

(b) Notwithstanding subsection (a), if this Agreement is (i) terminated by Pharmacy for a Facility default, or (ii) terminated by Facility (unless such termination fully complies with Section 4.2(b) and (c)), prior to the stated expiration date of the initial term or any renewal term then in effect under Section 4.1 or, if later, the stated expiration date of any renewal term or terms which take effect unless the parties mutually agree not to renew this Agreement, Pharmacy shall have the right to recover

immediately as liquidated damages, and not as a penalty, the sum of (A) all unpaid fees and charges for Pharmacy Products and Services and House Stock (if applicable) provided hereunder, plus (B) the average monthly profit of Pharmacy under this Agreement multiplied by the number of months (or fraction thereof with regard to partial months) remaining in the term of this Agreement at such time (including any renewal terms which take effect unless the parties mutually agree not to renew this Agreement).

8.8 No Solicitation: During the term of this Agreement neither party nor any Affiliate thereof shall, directly or indirectly, without the prior written consent of the other party, solicit, employ or contract with any employee of such other party or any Affiliate thereof.

8.9 Dispute Resolution: The parties agree to meet and confer in good faith to resolve, through discussions between the parties, any disputes that arise from or are related to this Agreement.

8.10 Civil Rights: Pharmacy will comply with Title VI of the Civil Rights Act of 1964 and §§ 503-504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the applicable civil rights regulations of the Department of Health and Human Services.

8.11 Choice of Law, Choice of Venue, Waiver of Certain Defenses and Service of Process. Notwithstanding the definition of Applicable Law herein, the rights and obligations of the parties under this Agreement shall be governed by and construed and enforced in accordance with the substantive law of the State of Delaware, without regard to conflicts of law principles. The parties stipulate and agree that the state and federal courts of the State of Delaware shall have exclusive jurisdiction over any dispute or controversy between the parties arising under or relating to this Agreement, to the exclusion of any and all other possible venues; and each party by its execution of this Agreement irrevocably submits to the personal and subject matter jurisdiction of the Delaware courts and waives any defense of lack of jurisdiction, improper venue, or forum non conveniens. Each party hereto further consents to service of process in the manner provided for service of notice set out in Section 8.6 hereof, and waives any defense of improper service if service is effected as provided therein.

8.12 Waiver: Waiver by either party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach. None of the provisions of this Agreement will be considered waived by either party except when such waiver is given in writing.

8.13 Access to Records:

(a) Pursuant to 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the provision of Pharmacy Products and Services under this Agreement, Pharmacy shall make available, upon written request of the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States

Government Accountability Office or any of their duly authorized representatives, a copy of this Agreement, and such books, documents, and records as are necessary to certify to the nature and extent of the costs of the Pharmacy Products and Services provided under this Agreement.

(b) Pharmacy agrees that in the event that it carries out any of its duties under this Agreement through a subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period with a related organization, such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary of the United States Department of Health and Human Services or upon request of the Comptroller General of the United States Government Accountability Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

8.14 Waiver of Jury Trial: THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR RELATING TO THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' ACCEPTANCE OF THIS AGREEMENT.

8.15 Entire Agreement; Amendment: This Agreement and any amendments or addenda hereto or thereto constitute the entire agreement between the parties regarding the subject matter hereof, and supersede all prior or contemporaneous discussions, representations, correspondence and agreements, whether oral or written, pertaining thereto. This Agreement may be amended or modified only by a writing duly executed by both parties.

8.16 Severability: If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law, unless doing so will materially alter the rights or obligations of either party.

8.17 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same agreement.

8.18 Construction: Each party acknowledges that it has been represented by legal counsel of its selection in the negotiation of this Agreement, each of which has participated in the drafting and negotiation of this Agreement. Accordingly, any rule of construction which construes this Agreement against the drafting party

shall have no application in the interpretation and enforcement of this Agreement.

[Signature page follows]

The undersigned represent that they are duly authorized to execute this Agreement on behalf of the party for whom they sign; and such party shall be bound by the terms of this Agreement.

Southern Inyo Hospital
doing business as
Southern Inyo Hospital-SNF

By: _____

Name and Title: _____

Date of Execution: _____

Evergreen Pharmaceutical of California, Inc.
doing business as
Omnicare of Southern California

By: _____

Name and Title: _____

Date of Execution: _____

EXHIBIT A

Definitions

Capitalized terms used in this Agreement and not otherwise defined herein shall have the following meanings:

"Affiliate" shall mean, as to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of the foregoing definition, "control" shall mean the direct or indirect power to direct or cause the direction of the management of a Person, by ownership of equity securities, by contract, or otherwise, and shall be deemed to exist with respect to any entity as to which the Person in question owns, directly or indirectly, twenty percent (20%) or more of the outstanding voting rights.

"AWP" shall mean average wholesale price as reported by such third-party pricing service (e.g., First DataBank or Medi-Span) as Pharmacy may utilize from time-to-time; provided, that if AWP is no longer reported by a third-party pricing service acceptable to Pharmacy, or is modified so as to no longer represent the same percentage of the WAC or equivalent prices published by manufacturers that applied under the third-party pricing service used by Pharmacy prior to such modification or cessation of publication, Pharmacy may amend this Agreement with written notice to Facility to substitute another pricing measure that is then in use generally in the pharmacy industry, and/or make any modifications to the pricing formulas hereunder which Pharmacy reasonably determines may be necessary to prevent such change from having an economic effect on the pricing under this Agreement.

"Confidential Information" shall mean (a) any information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party"), which is identified as proprietary or confidential by the Disclosing Party, or which would be reasonably understood to be the type of information which should be treated as proprietary or confidential, (b) the terms of this Agreement, and (c) non-public information provided by one party to the other in accordance with the terms of this Agreement, or in connection with the performance of this Agreement; provided, that with respect to clauses (a) and (c) the following shall not be deemed Confidential Information: (i) information that is known to the Receiving Party prior to the time of disclosure to it, to the extent evidenced by written records or other competent proof, and not acquired directly or indirectly from the other party; (ii) information that is independently developed by employees, agents, or independent contractors of the Receiving Party without reference to or reliance upon the information furnished by the Disclosing Party, as evidenced by written records or other competent proof; (iii) information disclosed to the Receiving Party by a third party that is not legally prohibited from disclosing such information, provided that such information was not acquired directly or indirectly from the other party; and (iv) any other information that is or becomes part of the public domain through no fault or negligence of the Receiving Party. Without limitation of the foregoing, Pharmacy's Confidential Information shall include, but not be limited to, any and all information made available to Facility by Pharmacy under this Agreement.

"Default Pricing" shall mean one hundred twenty five percent (125%) of the pricing set forth in Section 3.1 of this Agreement or the Pharmacy Consultant Agreement, as applicable.

"Electing Resident" shall mean a Facility resident who elects to use another pharmacy provider in accordance with Applicable Law.

"Part D Drugs" shall have the meaning set forth at 42 C.F.R. § 423.100, as the same may be modified or supplemented from time to time.

"Part D Plan" shall mean a "Part D Plan" as defined at 42 C.F.R. § 423.4, as well as the "Part D Sponsor" of such Part D Plan as defined at 42 C.F.R. § 423.4, in each case as the same may be modified or supplemented from time to time.

"Person" shall mean any individual, corporation, partnership, limited liability company, governmental authority, or other legal entity of any nature whatsoever.

"WAC" shall mean wholesale acquisition cost as reported by such third-party pricing service (e.g., First DataBank or Medi-Span) as Pharmacy may utilize from time to time; provided that if WAC is no longer reported by a third-party pricing service acceptable to Pharmacy, or is modified so as to result in a change in the parties' relative economic positions under this Agreement, Pharmacy may amend this Agreement with written notice to Facility to substitute another pricing measure that is then in use generally in the pharmacy industry, and/or make any modifications to the pricing formulas hereunder which Pharmacy reasonably determines may be necessary to prevent such change from having an economic effect on the pricing under this Agreement.

SCHEDULE 1.7

Dispensing

1. General.

   (a) Medications will be provided in thirty (30) day or thirty-one (31) day fills, as determined by the Pharmacy.

   (b) Notwithstanding subsection (a), if Facility or resident is located in a state that does not permit unused drugs to be returned for credit (a "Non-Return State"), fourteen (14) day or fifteen (15) day fills, as determined by Pharmacy will be provided.

   (c) Fills shorter than those specified in subsections (a) or (b), as applicable, will be provided if the Pharmacy and Facility so agree.

2. Dispensing Fees. To the extent set forth on Schedule 3.1, a dispensing fee shall be payable with respect to each fill.

3. Miscellaneous.

   (a) Whether a state is a Non-Return State will be determined as of the applicable dispensing date on a prescription by prescription basis.

   (b) Any failure by Pharmacy to charge a dispensing fee in accordance with this schedule at the time a prescription is filled will not operate as, or be construed to be, a waiver of Facility's obligation to pay, or the Pharmacy's right to charge and collect, such fee.

   (c) Any returns of medications and related credits, if any, shall be governed by Applicable Law and the Pharmacy's policies and procedures.

SCHEDULE 3.5

Procedures with respect to Non-Covered Medications

When a third-party payer that is the primary payer (e.g., Medicare Part D, Medicaid, managed care organizations, HMOs) denies a claim with regard to a medication (a "Non-Covered Medication") and there is not an immediate resolution (e.g., medication is non-formulary or subject to prior authorization), the following procedures shall apply:

(a) If Pharmacy is unable to obtain a prescription for an alternative medication that is covered by the third-party payer, Pharmacy, in its discretion, shall dispense a seven-day or a ten-day supply of the Non-Covered Medication (a "Temporary Supply"), and Facility shall be responsible for payment with respect to such Temporary Supply. Pharmacy will continue to dispense Temporary Supplies of the Non-Covered Medication until (i) the medication is changed to a medication that is covered by the third-party payer, or (ii) Facility provides written notice to Pharmacy directing it not to dispense any further Temporary Supplies of such Non-Covered Medication.

(b) Facility shall be responsible for paying Pharmacy's charges for all Temporary Supplies dispensed in accordance with paragraph (a) of this Schedule 3.5 at the rates set forth in Section 3.1 to this Agreement; provided, however, that Facility shall not be obligated to pay any portion of such charges for which Pharmacy has received actual payment from the a third-party payer, the resident, or any other source; and if Pharmacy receives any such payment after billing Facility, Pharmacy shall issue a credit to Facility equal to the amount received by Pharmacy from Facility.

(c) In the event Facility provides written notice to Pharmacy directing it not to dispense any further Temporary Supplies of a Non-Covered Medication, (i) Facility shall be responsible to pay Pharmacy for any medication that was dispensed prior to Pharmacy's receipt of such notice, and (ii) Pharmacy shall not be obligated to provide the applicable medication for the applicable resident unless and until the administrator of Facility (or his/her authorized designee) expressly accepts responsibility for payment of the given medication in writing. Any such subsequent authorization shall obligate Facility to pay for such medication.

(d) In the event that Facility has completed and provided to Pharmacy a "Facility Non-Covered Rules" or similar form (the "Facility Instructions"), and there is a conflict between the Facility Instructions and the procedures set forth in this paragraph 1, the Facility Instructions shall be controlling (to the extent of such conflict) with respect to Non-Covered Medications.

Schedule 3.1 (PSA): Southern Inyo Hospital doing business as Southern Inyo Hospital-SNF

Proposal ID: 38236

PHARMACY PRODUCTS AND SERVICES

NON IV'S AND NON TPNS

Facility Pricing Contract Terms (Patient Specific) - Rx Brands (All Except IV & TPN):	WAC-0.4%+$4.00
Facility Pricing Contract Terms (Patient Specific) - Rx Generics (All Except IV & TPN):	AWP-80%+$4.00
Facility Pricing Contract Terms (Patient Specific) - OTC Brands (All Except IV & TPN):	WAC+30%+$1.99
Facility Pricing Contract Terms (Patient Specific) - OTC Generics (All Except IV & TPN):	WAC+30%+$1.99
House Stock:	(B) WAC+12.5% (G) AWP-35%
Minimums - Rx (Fee per Fill):	None
Minimums - OTC (Fee per Fill):	None
Controlled Substance Fee (Schedules 2,3,4,5) (Fee per Fill (Additional to Dispensing Fee)):	None
Compound Fee Non-Infusion (Fee per Fill (Additional to Dispensing Fee)):	None
Scheduled Deliveries Per Day:	2
Restocking Fee (Rx Specific):	None

IV PRICING

	Medication Fee	Supply Fee	Basis
All IV Push/Injectable Medications & Additives (sent separately):	Same as Oral Price Terms		
Billed to Facility: IV Hydration: All Volumes (including Potassium & Pharmacy Additives):	$10.00	Invoice Cost + 25%	No Per Diem
Billed to Facility: TPN: 1 Liter (Up to 1000ml) (Includes dextrose, AA, Electrolytes, Trace Elements, Lipids & Pharmacy Additives):	$90.00	Invoice Cost + 25%	No Per Diem
Billed to Facility: TPN: 2 Liter (1001ml to 2000ml) (Includes dextrose, AA, Electrolytes, Trace Elements, Lipids & Pharmacy Additives):	$100.00	Invoice Cost + 25%	No Per Diem
Billed to Facility: TPN: 3 Liter (2001ml and greater) (Includes dextrose, AA, Electrolytes, Trace Elements, Lipids & Pharmacy Additives):	$110.00	Invoice Cost + 25%	No Per Diem
Billed to Facility: IV Antibiotics - Infusion (drug, solution & diluents): QD	(B) WAC+5%+$8.00 (G) AWP-40%+$8.00	Invoice Cost + 25%	No Per Diem
Billed to Facility: IV Antibiotics - Infusion (drug, solution & diluents): BID	(B) WAC+5%+$8.00 (G) AWP-40%+$8.00	Invoice Cost + 25%	No Per Diem
Billed to Facility: IV Antibiotics - Infusion (drug, solution & diluents): TID	(B) WAC+5%+$8.00 (G) AWP-40%+$8.00	Invoice Cost + 25%	No Per Diem
Billed to Facility: IV Antibiotics - Infusion (drug, solution & diluents): QID+	(B) WAC+5%+$8.00 (G) AWP-40%+$8.00	Invoice Cost + 25%	No Per Diem
Billed to Facility: IV 24 Hour Hydration/Antibiotic Bag w/ >1 dose per bag Surcharge (when requested by the facility):		$7.50	Per Day
Billed to Facility: IV Pain - Infusion (continuous infusion (drug, solution & diluents)):	(B) WAC+5%+$8.00 (G) AWP-40%+$8.00	Invoice Cost + 25%	No Per Diem
Billed to Facility: IV Chemo - Infusion (drug, solution & diluents):	(B) WAC+5%+$8.00 (G) AWP-40%+$8.00	Invoice Cost + 25%	No Per Diem
Billed to Facility: All Other IV Therapies Not Specified (drug, solution & diluents):	(B) WAC+5%+$8.00 (G) AWP-40%+$8.00	Invoice Cost + 25%	No Per Diem
Billed to Facility: IV Flushes:	Same as Oral Price Terms		
Billed to Facility: Specialty Pump (Sigma Spectrum, CADD, Curlin, Gemstar):	Fee For Service Rental Rate	$8.00	Per Day
Billed to Facility: Standard Pole Mounted Pump (Baxter 6201):	Fee For Service Rental Rate	$8.00	Per Day
Billed to Facility: IV Catheter Care Supplies (Not Including Flush):	Not Applicable	Invoice Cost + 25%	Not Applicable
House Stock: House Stock - IV Supplies:	Invoice Cost + 25%		
House Stock: House Stock - Pump (if applicable):	Fee For Service Rental Rate	$75.00	Per Month

INFUSION NURSING SERVICES

	Service Fee	Service Basis	Supply Fee
Infusion Nurse - Peripheral IV Insertion:	$180.00	Per Insertion	Invoice Cost + 25%
Infusion Nurse - Midline IV Insertion:	$375.00	Per Insertion	Invoice Cost + 25%
Infusion Nurse - PICC Insertion:	$425.00	Per Insertion	Invoice Cost + 25%
Infusion Nurse - PICC Removal/Non-Tunneled Catheter:	$180.00	Per Removal	Invoice Cost + 25%
Infusion Nurse - Declot/Repair Central Catheter (De-clotting agents are NOT included in the infusion nursing fee):	$180.00	Per Repair	Invoice Cost + 25%
Infusion Nurse - After Hours Fee:	$75.00	Per Visit	
Infusion Nurse - Additional Hours Required to Complete Service:	$75.00	Per Hour	
Infusion Nurse - Consulting Service:	$75.00	Per Hour	
Infusion Nurse Services - Third Party Company Utilized:	All Charges 100% Pass Through of Invoiced Cost		

NURSING EDUCATION/CERTIFICATION PROGRAMS

	Live Class Fee	Live Class Basis	Live Class Attendance Requirement
Parenteral Nutrition (TPN, PPN):	$50.00	Fee Per Person Per Day	Minimum 4, Maximum 12
Vascular Access Devices:	$50.00	Fee Per Person Per Day	Minimum 4, Maximum 12
Pain Management - Patient Controlled Analgesia (PCA):	$50.00	Fee Per Person Per Day	Minimum 4, Maximum 12
Management of Inotropics in the Heart Failure Resident:	$50.00	Fee Per Person Per Day	Minimum 6, Maximum 12
Clearing Thrombotic Occlusions in Central Vascular Access Devices:	$50.00	Fee Per Person Per Day	Minimum 4, Maximum 12
IV Push Administration:	$25.00	Fee Per Person Per Day	Minimum 6, Maximum 12
Hypodermoclysis:	$50.00	Fee Per Person Per Day	Minimum 6, Maximum 12
PICC Removal:	$50.00	Fee Per Person Per Day	Minimum 4, Maximum 12
Documentation/IV POS/MAR Forms:	$25.00	Fee Per Person Per Day	Minimum 6, Maximum 12
Essentials of Infusion Therapy - 2 Day Class:	$75.00	Fee Per Person Per Day	Minimum 8, Maximum 12
Medication Assistant Courses offered by Nurse - Full Course:	$75.00	Fee Per Person Per Day	Minimum 8, Maximum 12
Medication Assistant Courses offered by Nurse - Refresher Course:	$55.00	Fee Per Person Per Day	Minimum 8, Maximum 12
Other Nurse Education Services: (Including, But Not Limited To: Facility Requested Infusion Audit, Facility Survey Preparation or Follow-Up, Other Facility Requested On-Site Infusion Training)	$75.00	Fee Per Hour (1 Hour Minimum)	Minimum 4, Maximum 12
Infusion Nurse Education/Certification - Third Party Company Utilized:	All Charges 100% Pass Through of Invoiced Cost		

NURSING EDUCATION/CERTIFICATION PROGRAMS - ONLINE COURSES

	Fee Per Particpant
IV Push Administration:	$15.00
Hypodermoclysis:	$15.00
Role of the Licensed Nurse in Preventing Bloodstream Infections:	$15.00
CVAD Removal:	$15.00
Parenteral Nutrition:	$25.00
Pain Management – Patient Controlled Analgesia (PCA):	$25.00
Management of Inotropics in the Heart Failure Resident:	$25.00
Clearing Thrombotic Occlusions in Central Vascular Access Devices:	$25.00
Vascular Access Devices:	$50.00
Essentials of Infusion Therapy-2 Day Class:	$75.00

Pricing Comments:

No fee on E-Kit/ADU

All references to states Maximum Allowable Cost (MAC), Federal Upper Limit (FUL), Direct Cost (Direct), Wholesale Acquisition Cost (WAC) and Average Wholesale Price (AWP) refer to values as reported by such third-party pricing service (e.g., First DataBank or Medi-Span) as pharmacy may utilize from time to time.

Flu Vaccine pricing is determined on an annual basis. Please contact your local pharmacy provider for the current pricing details.

Infusion Supply/Pump Per Diem or Per Dose Charges:

1) Shall only be applied to a specific resident for each day of use.IV Supply Per Diem charges include all IV Pumps and disposable IV Supplies that are clinically appropriate and necessary to administer IV medications in compliance with Omnicare Infusion Policy, FDA, INS, and OSHA requirements and guidelines. These may include: IV Pumps (unless otherwise specified on Schedule 3.1), Infusion Sets/Tubing, peripheral IV catheters, IV start kits, CVAD dressing change kits, needle-less supplies/connections, etc. Diluents, Prefilled IV Flush Syringes, and Elastomeric Devices are not included in Per Diem or Per Dose charges unless otherwise noted.

2) Per Dose Charges - The Per Dose Fees will be applied to each IV Dose that is dispensed unless noted otherwise.

3) Per Diem Charges - The Per Diem Fees will be applied to each drug dispensed for each day of service unless otherwise noted. (EXAMPLE: If a patient receives 2 different IV Antibiotic drugs for 7 days, with Drug A administered once per day and drug B administered twice per day, the QD Per Diem Fee will be applied to Drug A with a quantity of 7 and the BID Per Diem Fee will be applied to Drug B with a quantity of 7).

Infusion House Stock - Pump:

Infusion (IV) Pumps are assigned on a per Patient basis from the Pharmacy; or once removed from House Stock. All IV Pumps shall be returned within seven (7) days after discontinuation of Patient's therapy. In no event shall Facility utilize a Pump for another Patient other than the Patient it is assigned to, without returning the Pump to Pharmacy for cleaning, disinfection, and volumetric testing. In the event that Facility fails to return the Pump within the seven (7) day period, and at Omnicare's discretion, the Facility shall pay Pharmacy the daily pump rental fee or the daily per diem fee for each day the pump is not returned past the 7 day period. If not returned after 30 days, Omnicare reserves the right to bill the facility an amount equal to the replacement value of the Pump determined by Omnicare at that time.

Infusion Nursing Services:

1) If IV Nursing or IV Educational Services are contracted by Omnicare to an outside IV Nursing Agency, the rates of the outside vendor will be used by Omnicare to charge the service provided to the Omnicare customer.

Infusion Nursing Education:

1) Pharmacy may charge the contracted rate for the program if facility cancels Infusion Education less than 15 days prior to schedule date of the class.

BOARD OF DIRECTORS MEETING

November 13, 2018

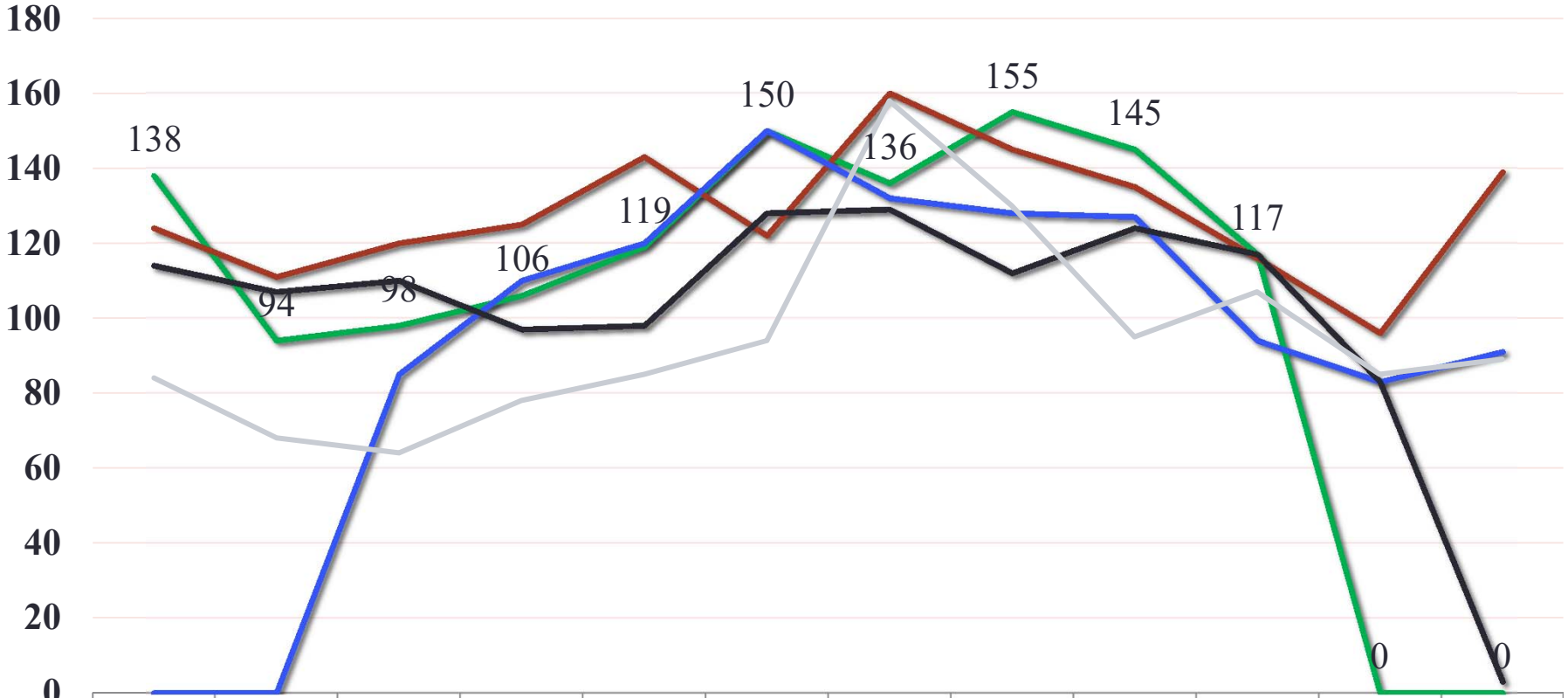
Southern Inyo Healthcare District

Emergency Room Volume

Average Visits Per Day

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	**4.46**	**3.36**	**3.17**	**3.54**	**3.84**	**5**	**4.39**	**5**	**4.83**	**3.78**		
2017	4.4	3.9	3.8	4.2	4.6	4.1	5.2	4.7	4.5	3.7	3.2	4.49
2016	-	-	2.7	3.7	3.9	5.0	4.3	4.1	4.1	3.0	2.8	2.9
2015	3.7	3.8	3.5	3.2	3.2	4.3	4.2	3.6	4.1	3.8	2.8	0.1
2014	2.7	2.4	2.1	2.6	2.7	3.1	5.1	4.2	3.2	3.5	2.8	2.9
2013	2.9	2.4	2.5	2.2	2.8	3.3	3.4	3.0	3.3	2.0	2.3	2.1
2012	2.7	2.9	2.7	3.5	3.2	4.2	3.8	3.9	3.2	3.0	2.7	2.9

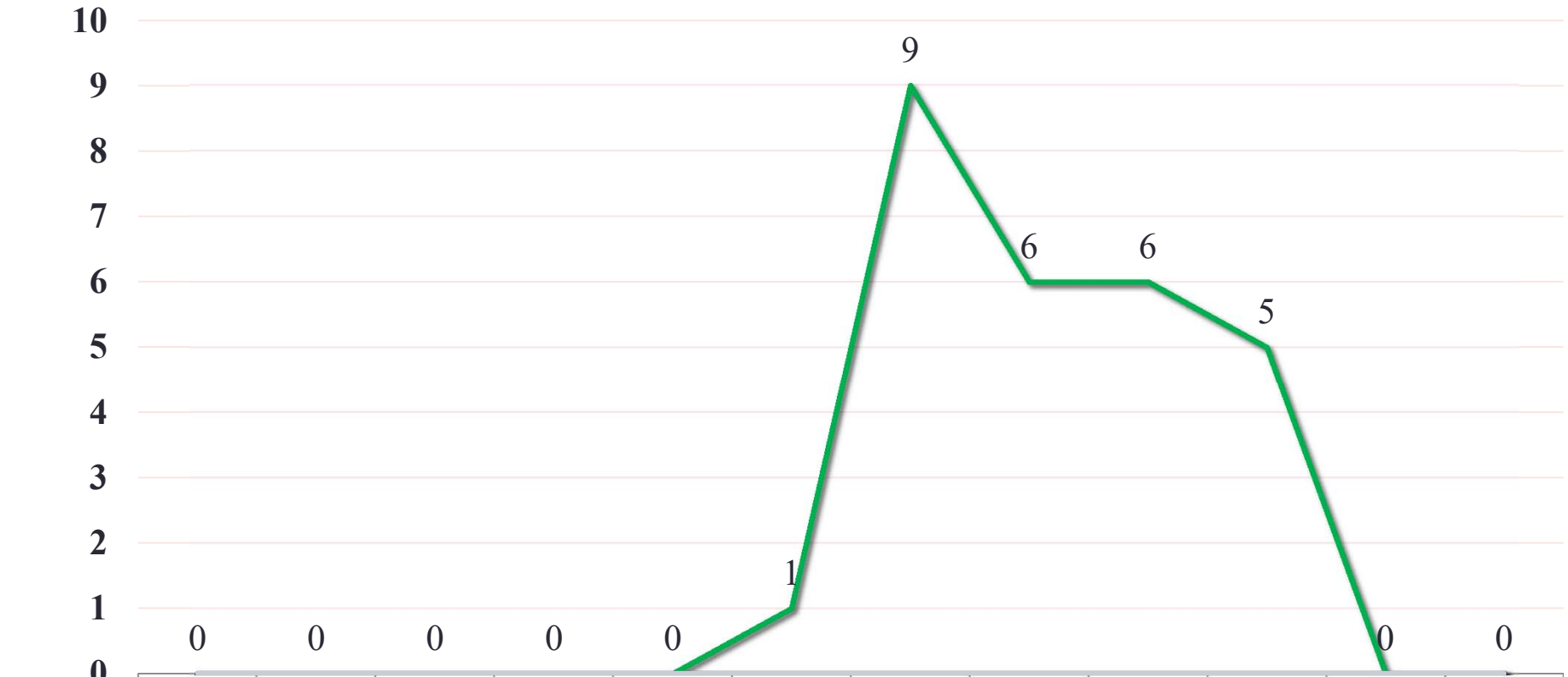
Emergency Room Volume – Visits Per Month



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	138	94	98	106	119	150	136	155	145	117		
2017	124	111	120	125	143	122	160	145	135	116	96	139
2016	-	-	85	110	120	150	132	128	127	94	83	91
2015	114	107	110	97	98	128	129	112	124	117	83	3
2014	84	68	64	78	85	94	158	130	95	107	85	89

2018 2017 2016 2015 2014

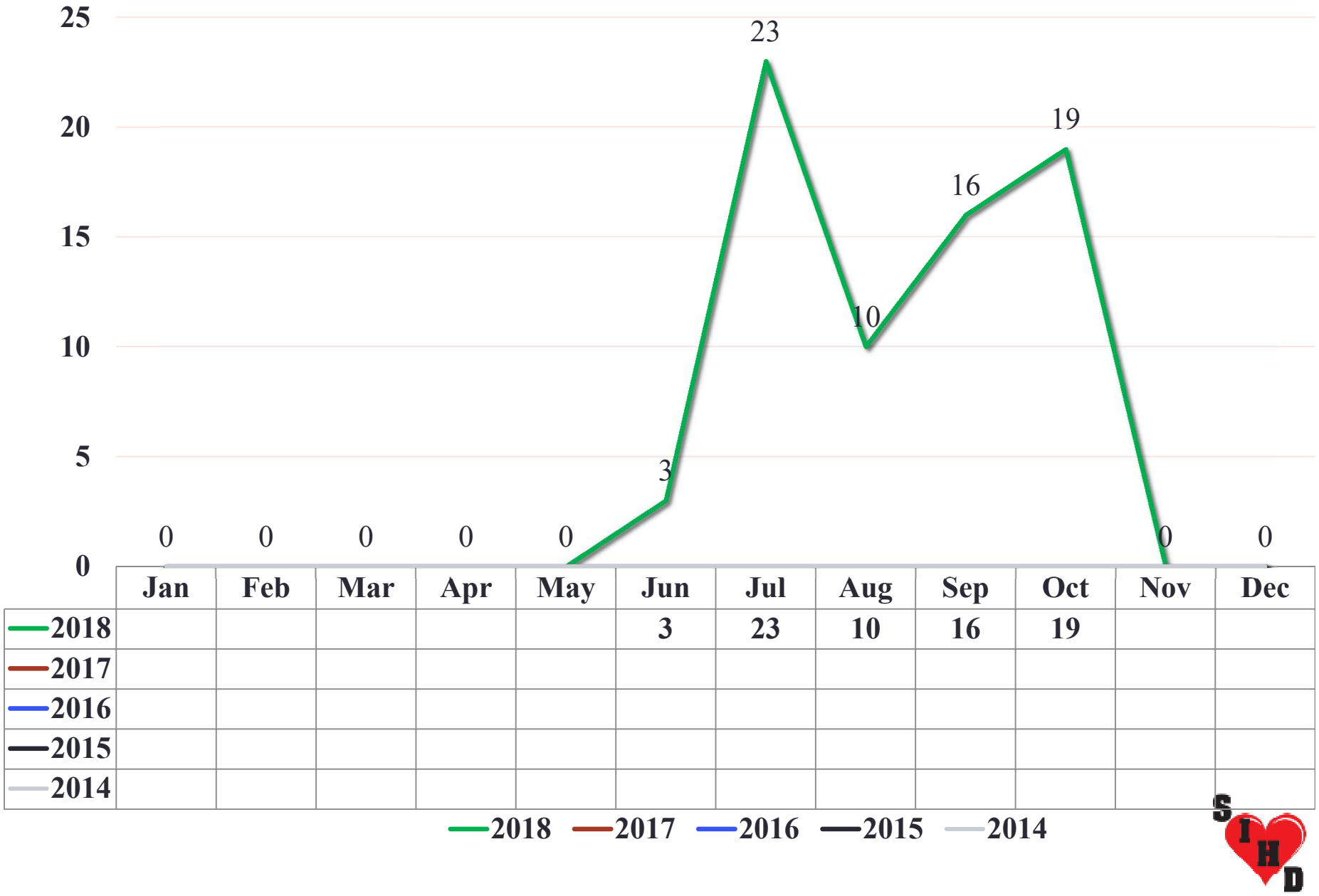
Acute & Swing Room – Patients Per Month



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018						1	9	6	6	5		
2017												
2016												
2015												
2014												

2018 2017 2016 2015 2014

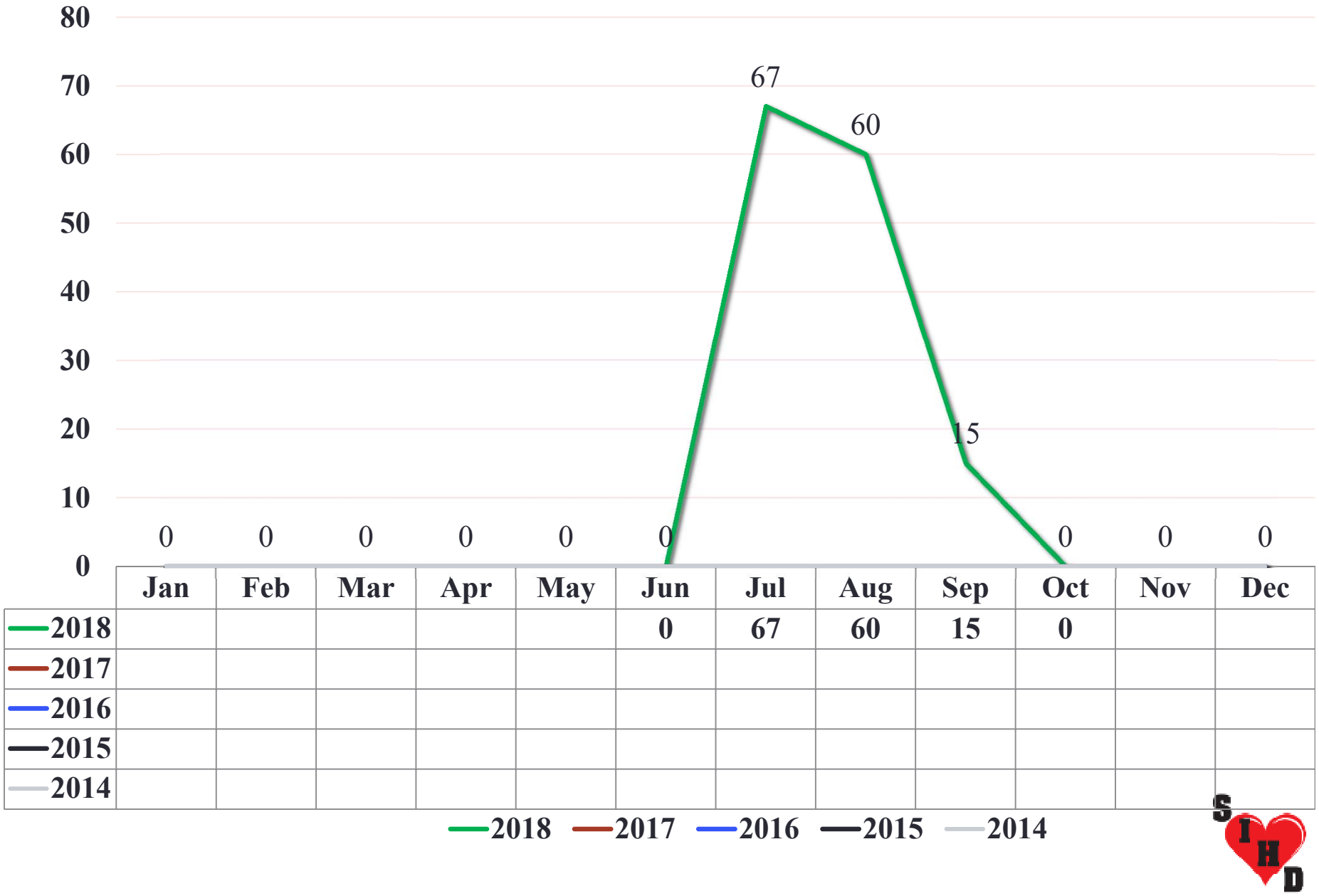
Acute Room – Total Days in Acute



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018						3	23	10	16	19		
2017												
2016												
2015												
2014												

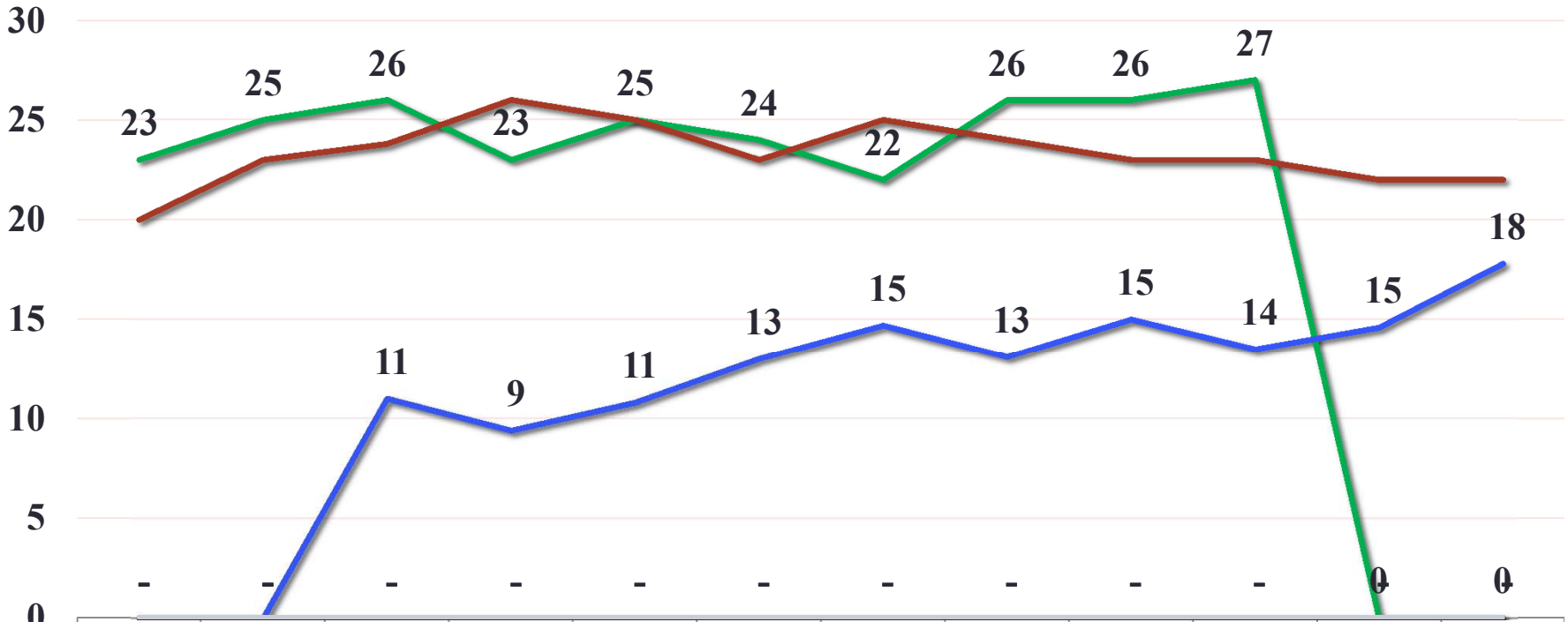
2018 2017 2016 2015 2014

Swing Bed Room – Total Days in Swing Bed



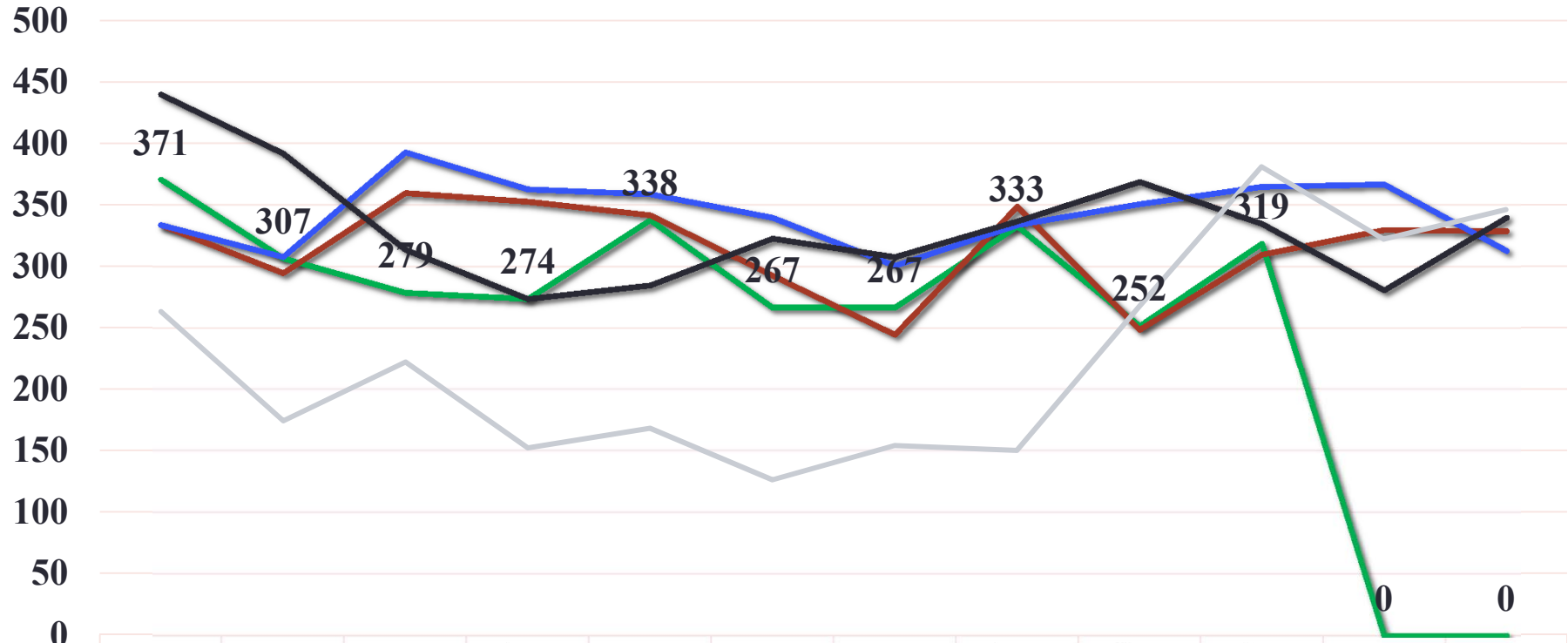
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018						0	67	60	15	0		
2017												
2016												
2015												
2014												

Skilled Nursing Facility Volumes – Monthly Census



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	23	25	26	23	25	24	22	26	26	27		
2017	20	23	24	26	25	23	25	24	23	23	22	22
2016	-	-	11	9	11	13	15	13	15	14	15	18
2015	-	-	-	-	-	-	-	-	-	-	-	-
2014	-	-	-	-	-	-	-	-	-	-	-	-

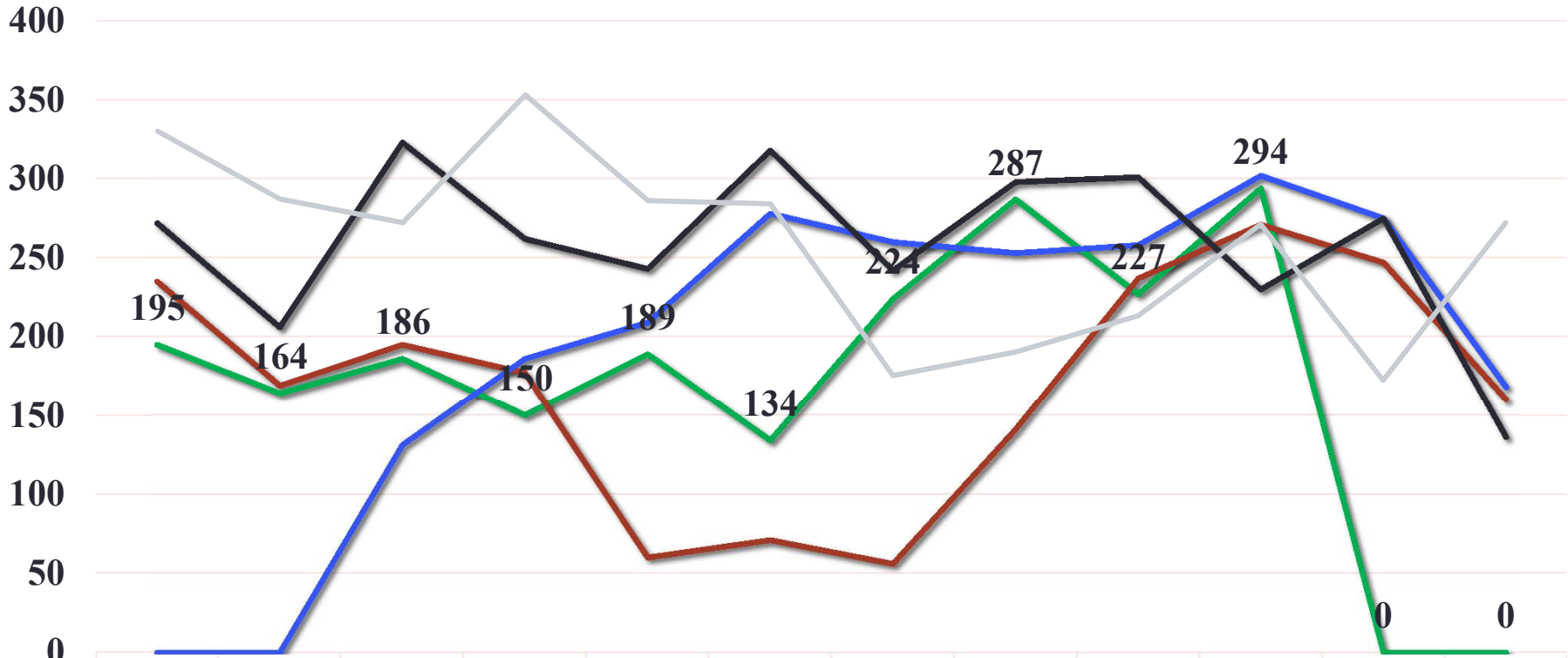
SIHD Rural Clinic Volumes – Visits Per Month



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	371	307	279	274	338	267	267	333	252	319		
2017	334	295	360	353	342	293	245	349	249	310	330	329
2016	334	308	393	363	359	340	301	334	351	365	367	313
2015	440	392	314	274	285	323	308	337	369	335	281	340
2014	263	174	222	152	168	126	154	150	267	381	322	346

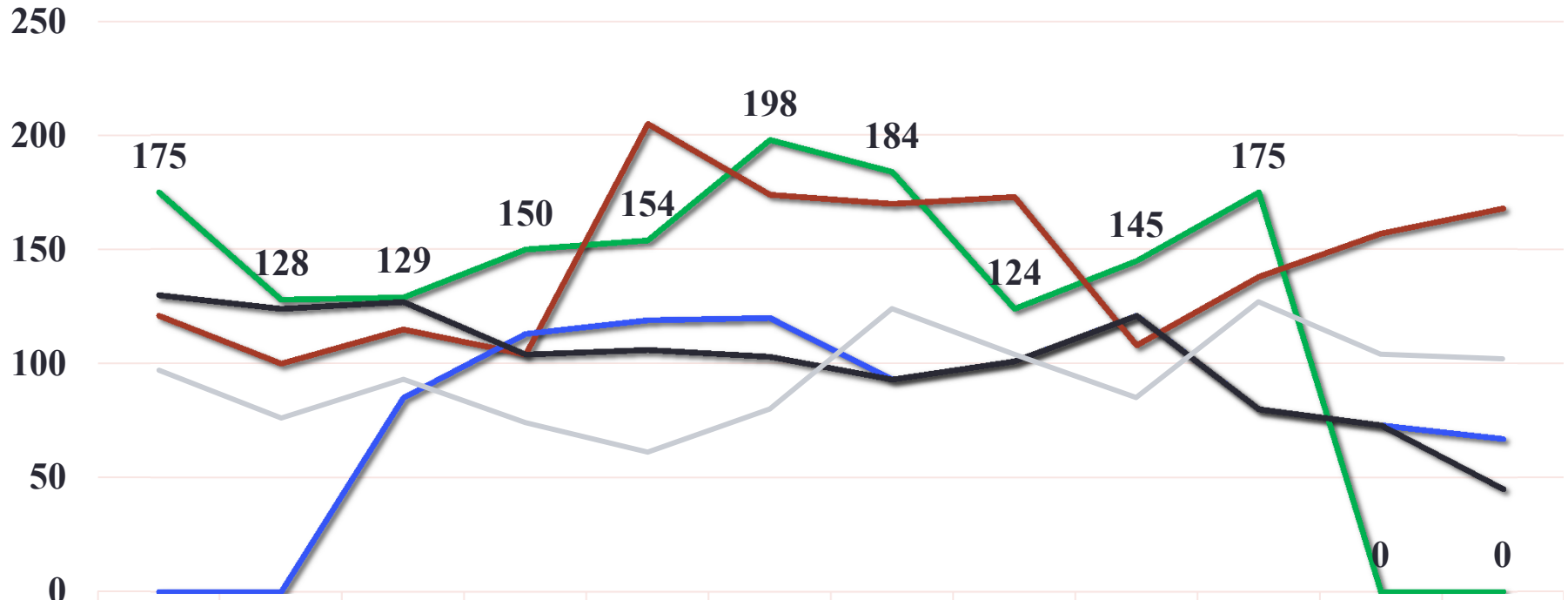
2018 2017 2016 2015 2014

Physical Therapy Volumes



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	195	164	186	150	189	134	224	287	227	294		
2017	235	169	195	177	60	71	56	141	237	271	247	160
2016	-	-	131	186	209	278	260	253	258	302	275	168
2015	272	206	323	262	243	318	242	298	301	230	275	136
2014	330	287	272	353	286	284	175	190	213	271	172	272

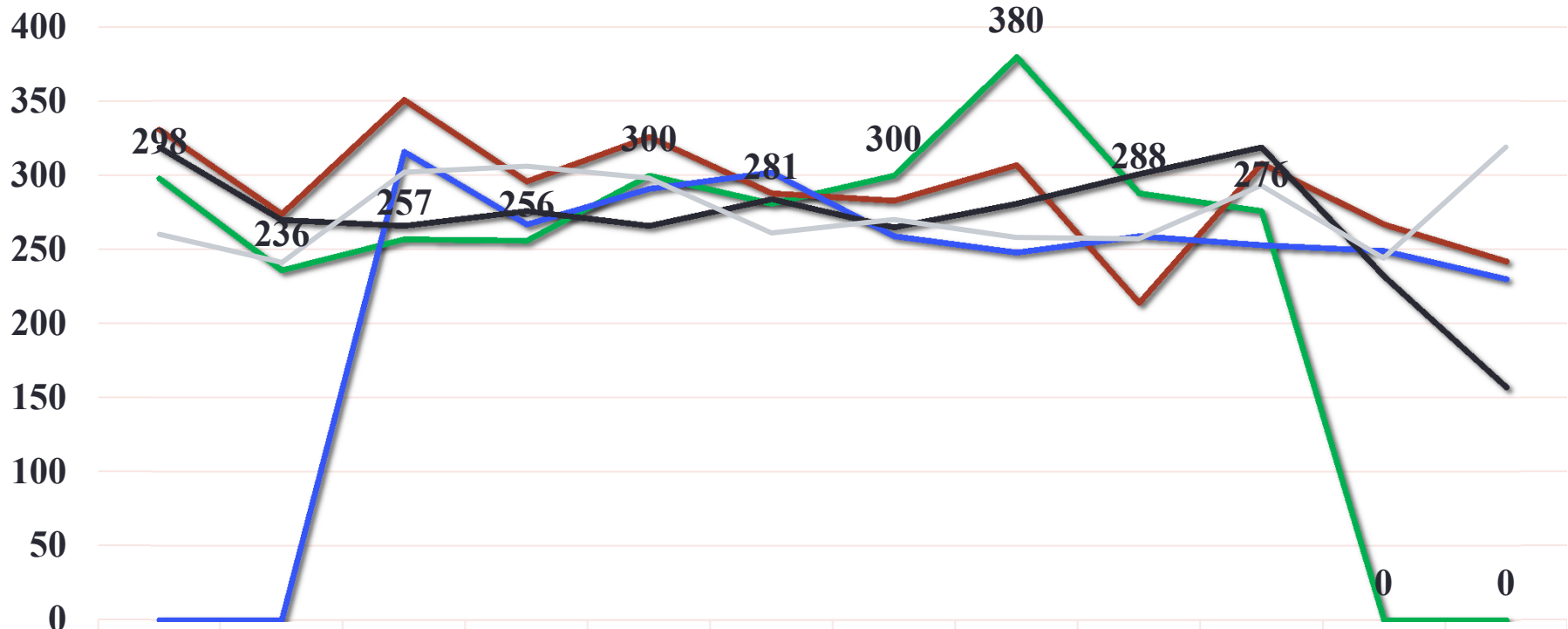
X Ray Volumes – Visits-Exams Per Month



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	175	128	129	150	154	198	184	124	145	175		
2017	121	100	115	104	205	174	170	173	108	138	157	168
2016	-	-	85	113	119	120	93	101	121	80	73	67
2015	130	124	127	104	106	103	93	101	121	80	73	45
2014	97	76	93	74	61	80	124	104	85	127	104	102

2018 2017 2016 2015 2014

Laboratory Volumes



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	298	236	257	256	300	281	300	380	288	276		
2017	331	274	351	296	326	288	283	307	214	308	267	242
2016	-	-	316	267	291	302	259	248	259	253	249	230
2015	319	270	266	276	266	284	265	281	301	319	232	157
2014	260	241	302	306	298	261	270	258	257	293	244	319

2018 2017 2016 2015 2014

SOUTHERN INYO HEALTHCARE DISTRICT

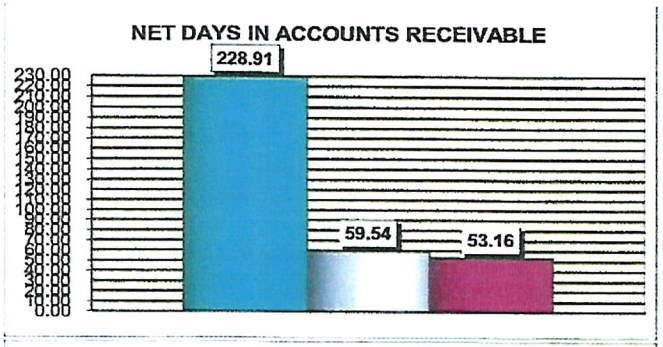
EXECUTIVE FINANCIAL SUMMARY

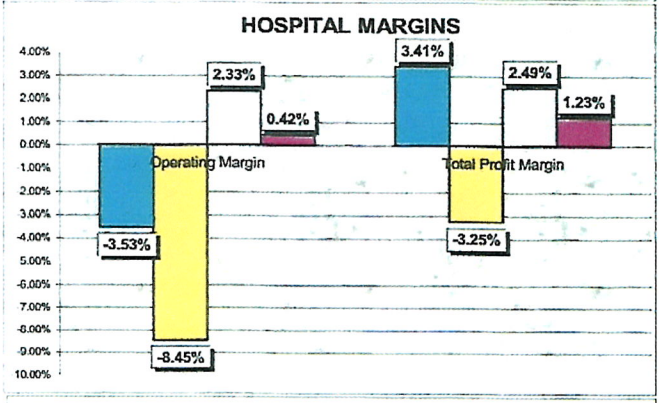
Two Months Ended August 31, 2018

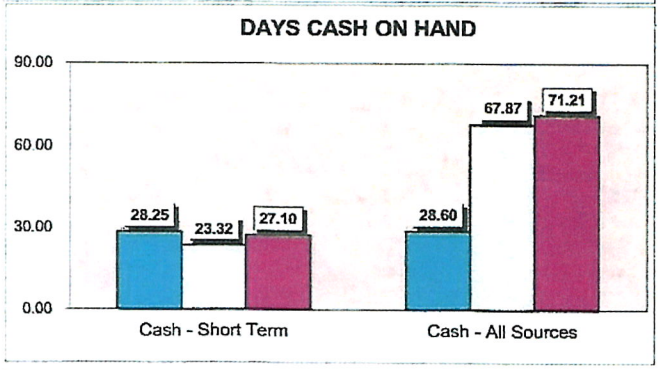
BALANCE SHEET	8/31/2018	6/30/2017
ASSETS		
Current Assets	$5,085,683	$3,992,671
Assets Whose Use is Limited	17,783	19,256
Property, Plant and Equipment (Net)	0	(0)
Other Assets	0	0
Total Unrestricted Assets	**5,103,466**	**4,011,927**
Restricted Assets	0	0
Total Assets	**$5,103,466**	**$4,011,927**
LIABILITIES AND NET ASSETS		
Current Liabilities	$3,490,840	$3,610,299
Long-Term Debt	(0)	(15,800)
Other Long-Term Liabilities	2,042,618	966,818
Total Liabilities	**5,533,458**	**4,561,317**
Net Assets	(429,993)	316,559
Total Liabilities and Net Assets	**$5,103,465**	**$4,877,876**

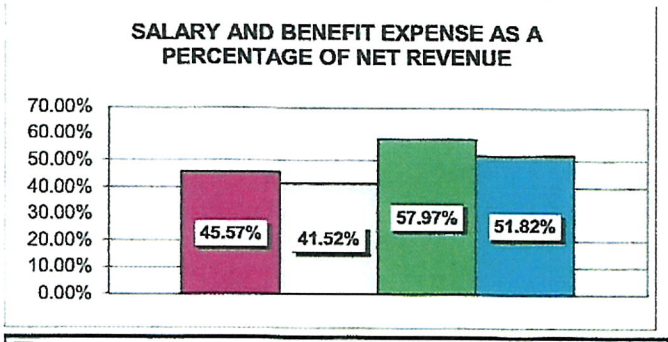
STATEMENT OF REVENUE AND EXPENSES - YTD	*ACTUAL*	*BUDGET*
Revenue:		
Gross Patient Revenues	$2,098,046	$1,908,388
Deductions From Revenue	(586,484)	(968,316)
Net Patient Revenues	1,511,562	940,072
Other Operating Revenue	217,504	62,375
Total Operating Revenues	**1,729,067**	**1,002,447**
Expenses:		
Salaries, Benefits & Contract Labor	896,086	770,869
Purchased Services & Physician Fees	254,821	103,122
Supply Expenses	22,421	13,259
Other Operating Expenses	561,471	139,261
Bad Debt Expense	0	0
Depreciation & Interest Expense	55,346	60,642
Total Expenses	**1,790,145**	**1,087,153**
NET OPERATING SURPLUS	**(61,078)**	**(84,707)**
Non-Operating Revenue/(Expenses)	119,985	52,113
TOTAL NET SURPLUS	**$58,907**	**($32,593)**

KEY STATISTICS AND RATIOS - YTD	*ACTUAL*	*BUDGET*
Total Acute Patient Days	23	4
Average Acute Length of Stay	2.6	0.7
Total Emergency Room Visits	264	302
Outpatient Visits	596	510
Total Surgeries	0	0
Total Worked FTE's	123.12	115.20
Total Paid FTE's	135.40	121.15
Productivity Index	0.9434	1.0000
EBITDA - YTD	-0.95%	-3.42%
Current Ratio	1.46	
Days Expense in Accounts Payable	360.27	









SOUTHERN INYO HEALTHCARE DISTRICT	
Budget	08/31/18
California	Hospitals
CAH Hospitals	Rural
Prior Fiscal Year End	06/30/17

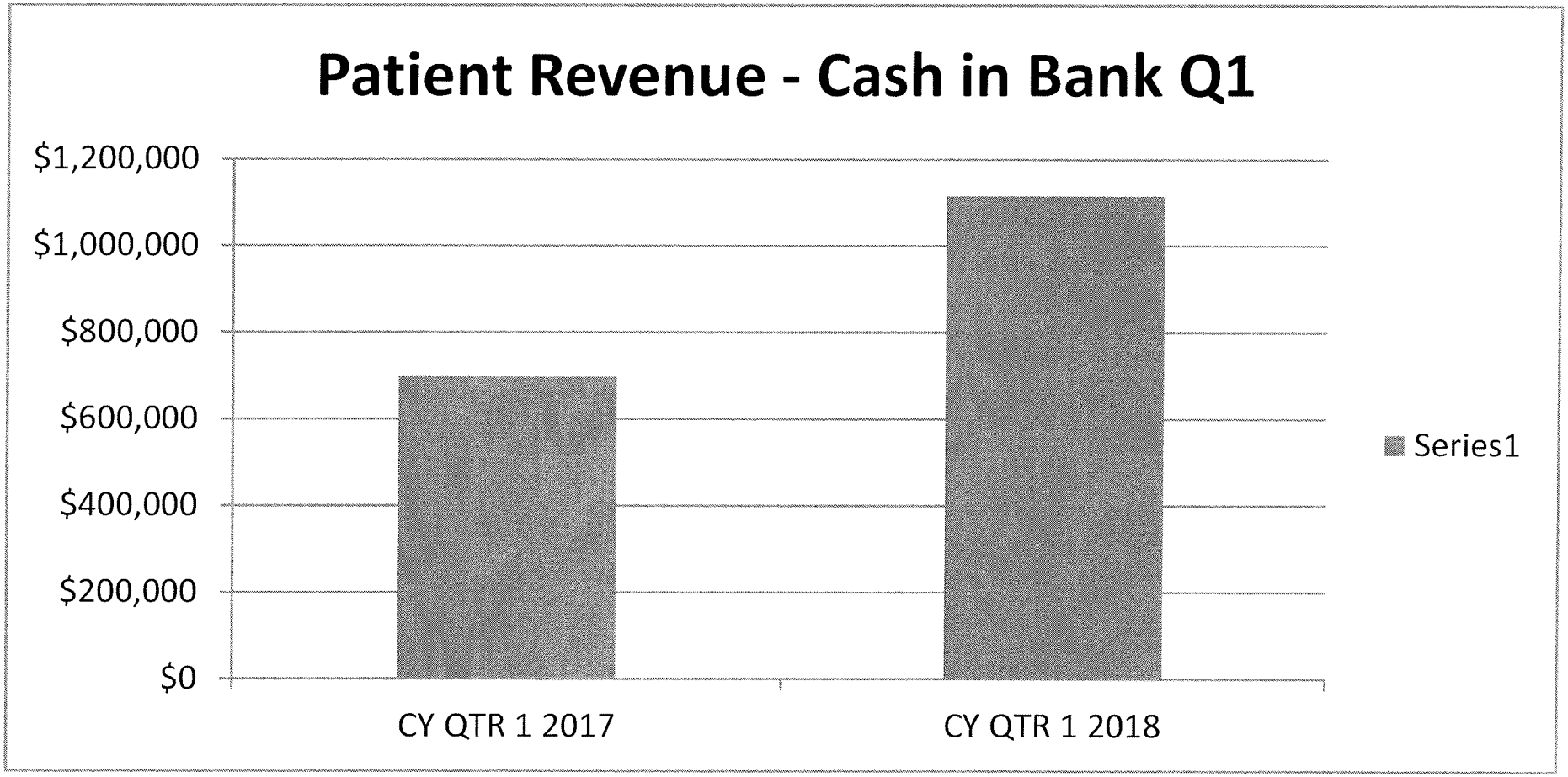
FINANCIAL STRENGTH INDEX - (0.12)

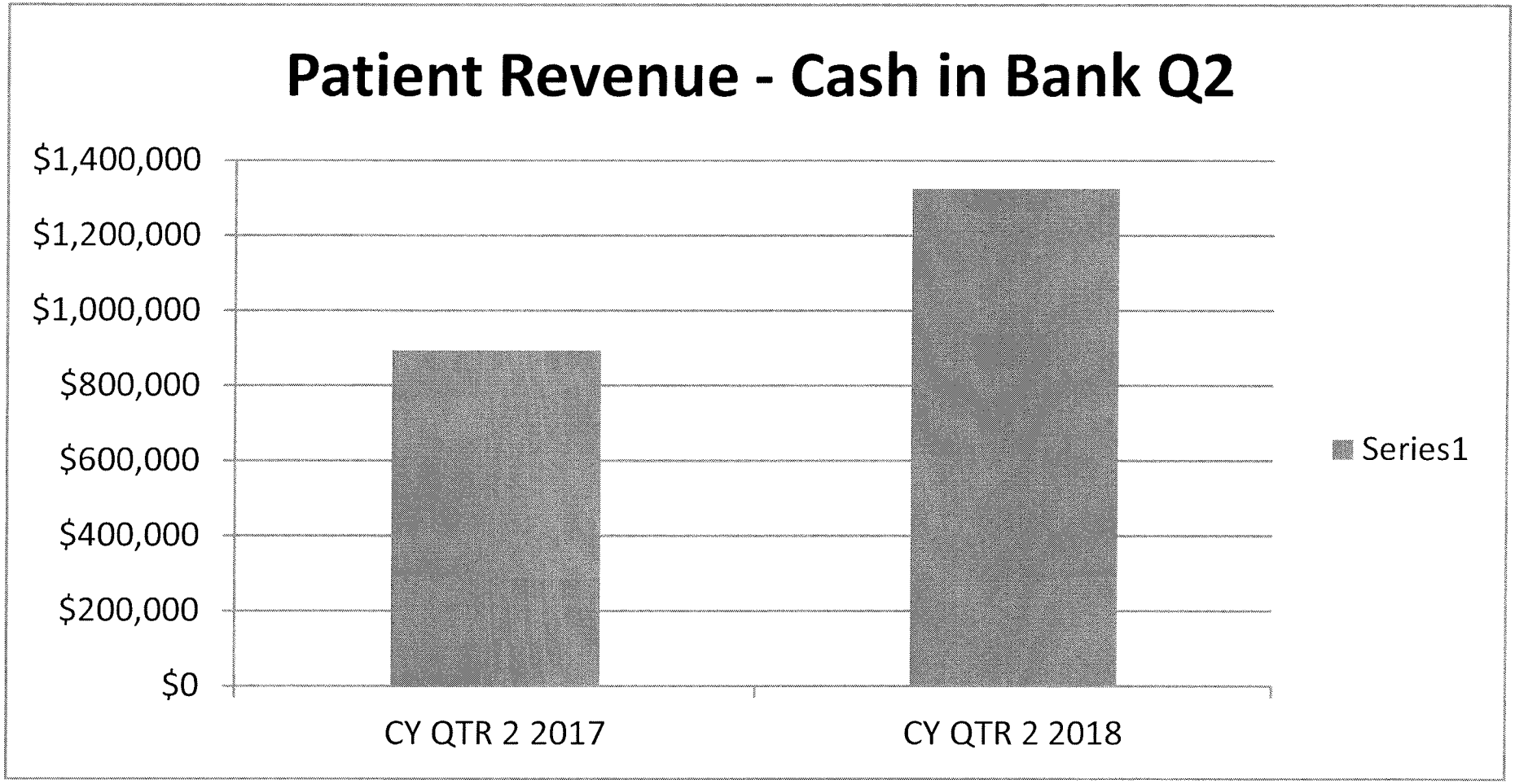
Excellent - Greater than 3.0 Good - 3.0 to 0.0

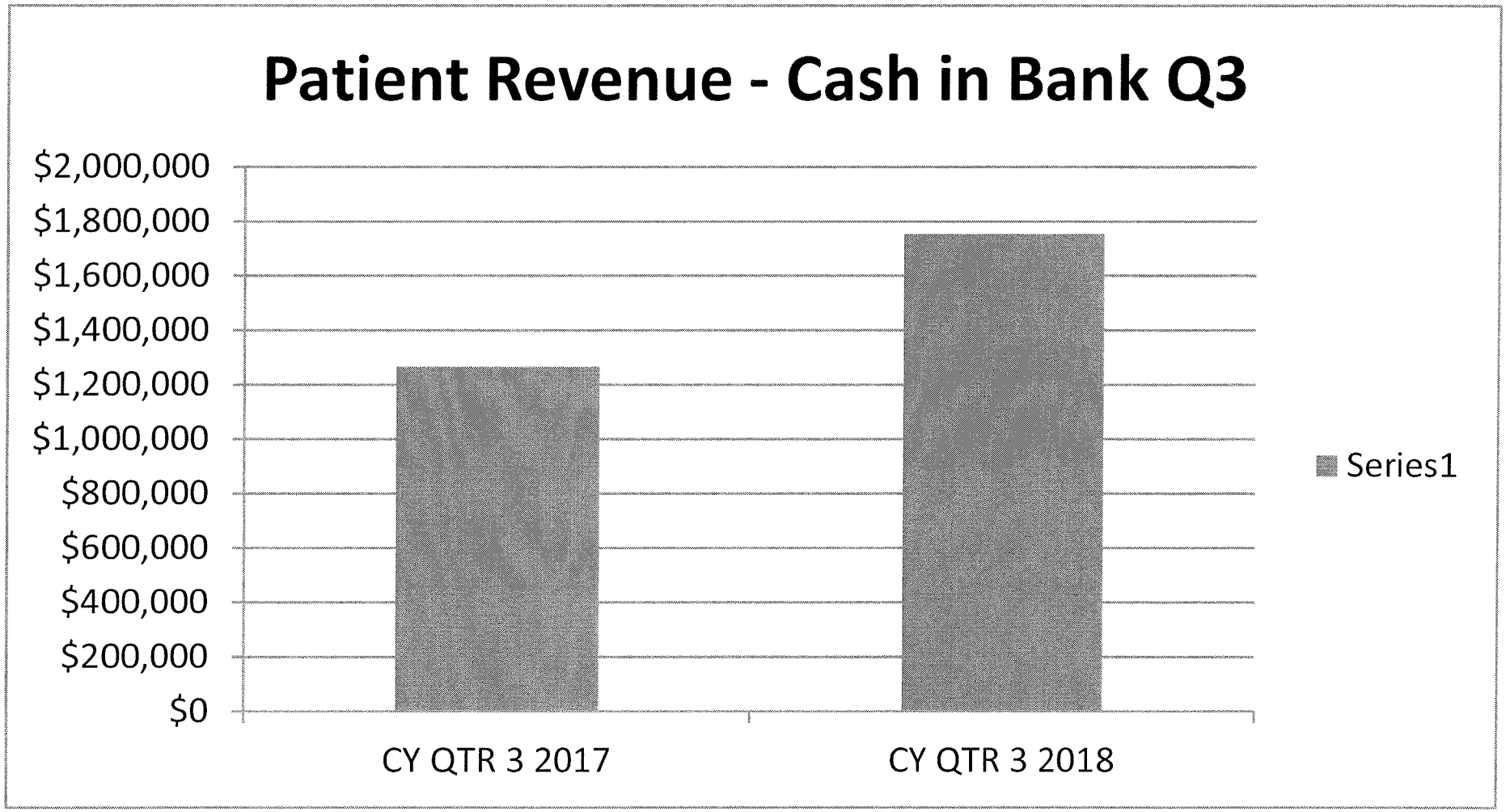
Fair - 0.0 to (2.0) Poor - Less than (2.0)

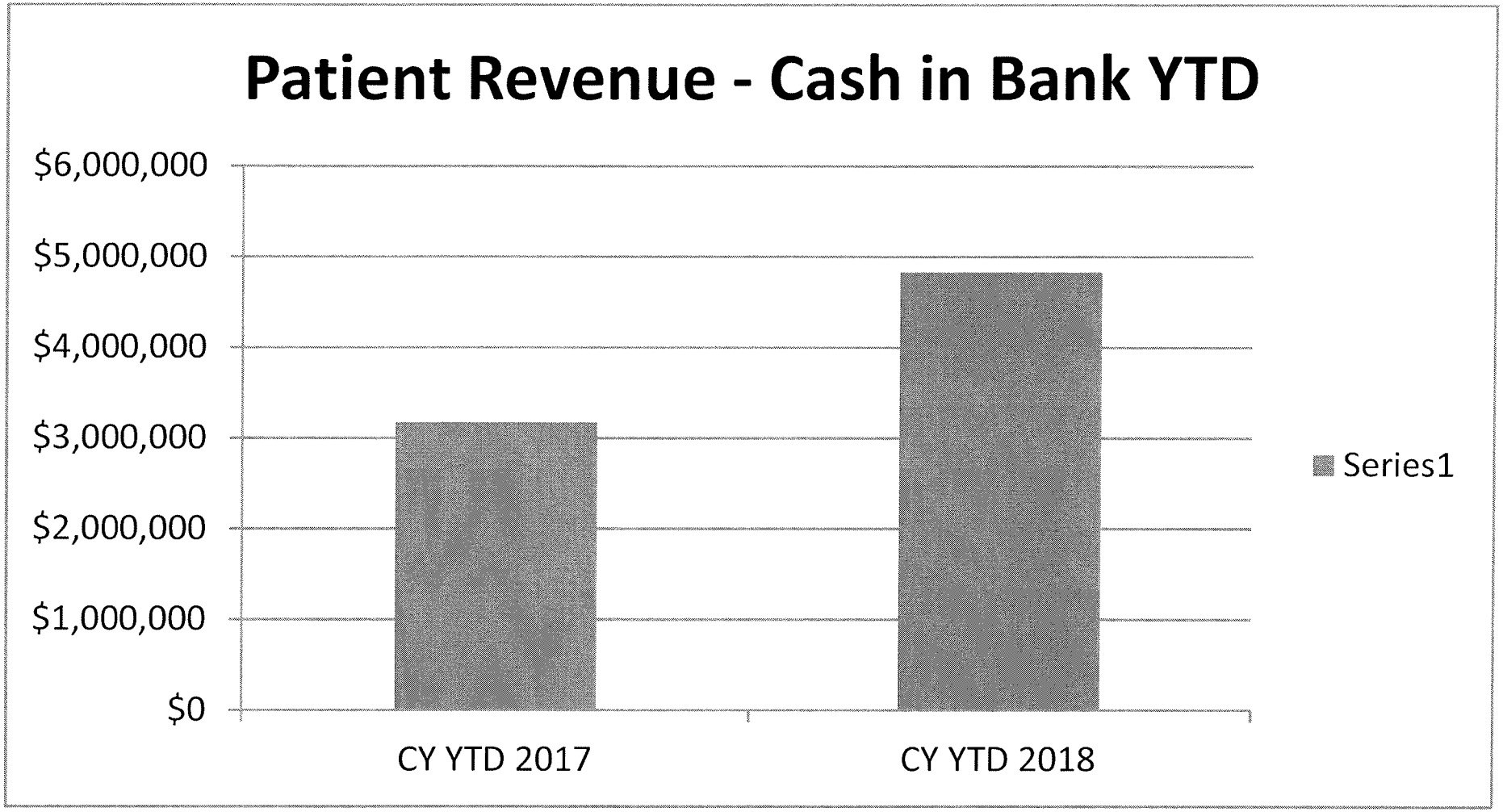
Southern Inyo Healthcare District
Monthly Cash Flow Projection FY 2019

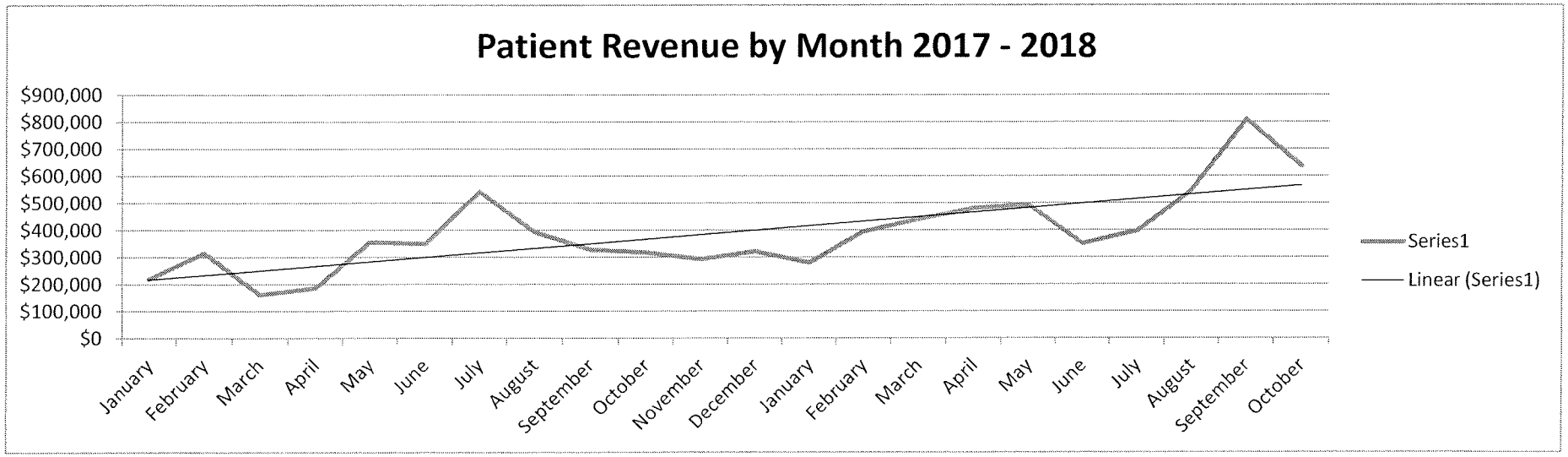
	Actual	*Proj*
Month of AUG 2018	*Aug-18*	*Aug-18*
Average Daily Census		
Acute Care	0.32	0.32
Swing	1.94	1.94
SNF	0.84	0.84
Beginning Balance	438,309	438,309
Cash Receipts		
Medicare	511,028	482,752
Medi-Cal	120,275	97,986
Insurance	78,020	112,334
Bad Debt Recovery	9,511	9,511
Credit Card Payments	10,789	7,992
Private Pay	15,216	14,097
Rebates & Refunds/Taxes/IGT	0	49,422
Miscellaneous Cash	56,395	12,818
Unapplied	888	888
Total Cash Received	802,122	787,798
Salaries	326,589	367,282
Professional Fees	84,870	85,070
Supplies	44,507	35,443
Other	161,149	131,320
Inyo County Treasury Repayment	0	556
IGT Matching	0	0
TOTAL EXPENSE	617,115	619,671
Return of Medicare/Cal Overpayment	0	0
Investment Account	0	0
Ad Valorem Tax Reserve	0	0
Total Payments	617,115	619,671
Cash Over/(Under)	623,316	606,436
Sweep & Prop.Tax Acct	167,079	167,079
Reserve Add or Transfer	0	0
Medicare Overpayment Reserve	0	0
Reserve Add or Transfer	0	0
Net Cash Balance	790,395	773,515

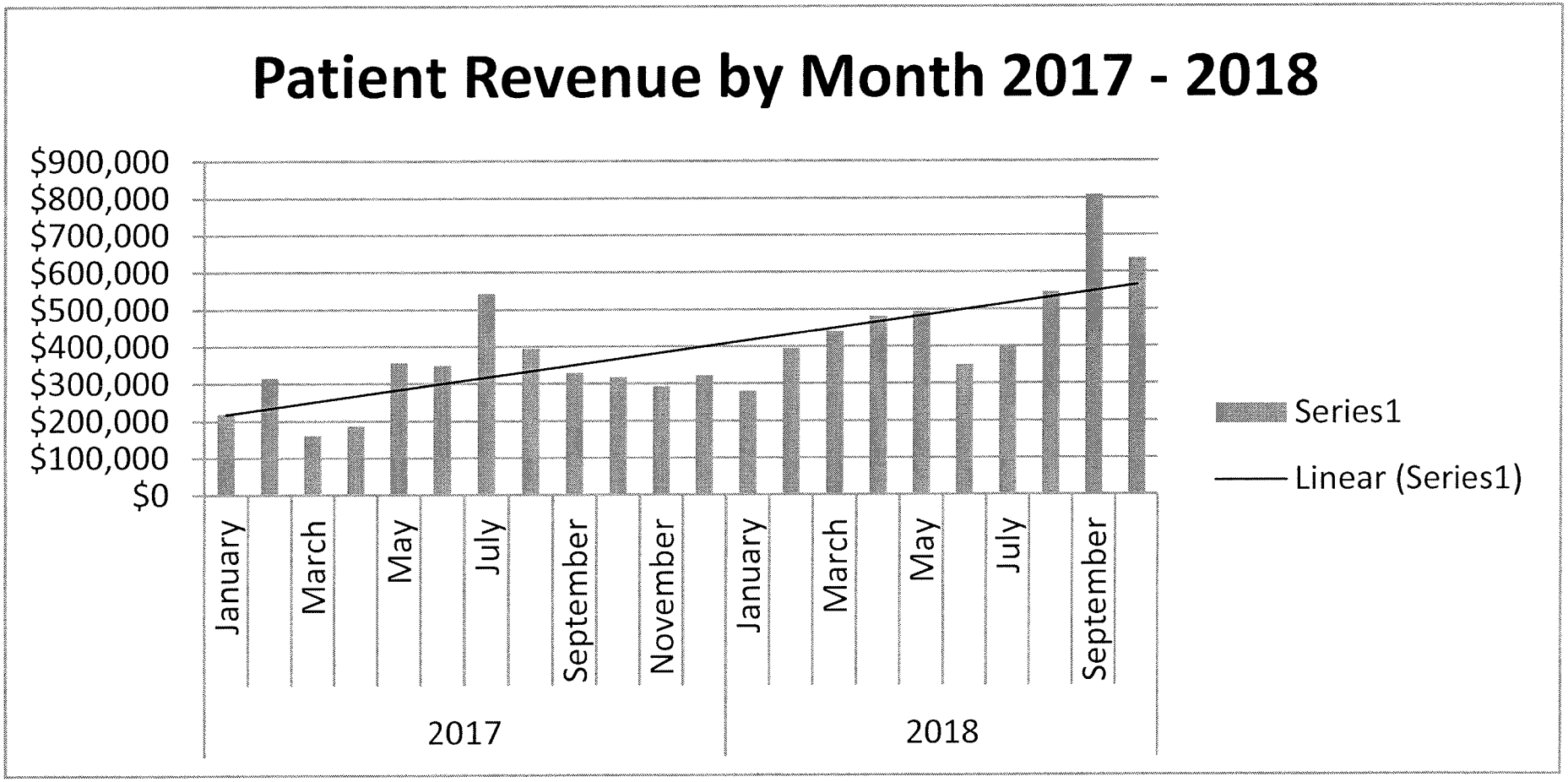

Patient Revenue - Cash in Bank Q1
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
CY QTR 1 2017
CY QTR 1 2018
Series1


Patient Revenue - Cash in Bank Q2
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
CY QTR 2 2017
CY QTR 2 2018
Series1


Patient Revenue - Cash in Bank Q3
$2,000,000
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
CY QTR 3 2017
CY QTR 3 2018
Series1


Patient Revenue - Cash in Bank YTD
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$0
CY YTD 2017
CY YTD 2018
Series1


Patient Revenue by Month 2017 - 2018
$900,000
$800,000
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$0
January
February
March
April
May
June
July
August
September
October
November
December
January
February
March
April
May
June
July
August
September
October
Series1
Linear (Series1)


Patient Revenue by Month 2017 - 2018
$900,000
$800,000
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$0
January
March
May
July
September
November
January
March
May
July
September
2017
2018
Series1
Linear (Series1)