

# SOUTHERN INYO HEALTHCARE DISTRICT

## Notice of a Regular Meeting of the Board of Directors

Date: Tuesday, March 12, 2018

Time: 4:30 p.m.

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

Richard Fedchenko will be participating via phone.

1093 Shahr Ave.  
Lone Pine, CA 93545

Mark Lacey will be participating via phone from

335 Indian Springs Drive,  
Lone Pine, CA 93555

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### AGENDA

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#### I. CALL TO ORDER

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

#### II. BUSINESS ITEMS

**A.** Discussion regarding future of Southern Inyo Hospital facilities.  
(President/Attorney)

**B. Consent Agenda:** These items are considered routine and non-controversial and will be approved by one motion. If a member of the Board or public wishes to discuss an item, it will be removed from Consent and considered separately at the end of Business Items.

##### 1. Approval of Minutes

- a. Regular Board Meeting Minutes of 02/12/2019.
- b. Special Board Meeting Minutes of 02/18/2019.
- c. Special Board Meeting Minutes of 02/26/2019.
- d. Special Board Meeting Minutes of 03/05/2019.

**Board of Directors:**

Jaqueline Hickman  
President

Mark Lacey  
Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director

## 2. Medical Staff Privileges

- a. Jasiri Kennedy, MD, ER Physician, Temporary 90 day Medical Staff Privileges.

## 3. Contract Approvals/Renewals

- a. Ronald Ostrom, MD ER Physician
- b. Adria Elene Ottoboni, MD ER Physician
- c. Jasiri Kennedy, MD ER Physician

- C. Voluntary Payroll Charitable Deduction Policy. (HR)
- D. Election of Board Officers for 2019 (President)
- E. Appointment of Directors to Committees for 2019 (President)
- F. Resolution 19-3 Local Agency Investment Fund-Authorized Signers (Financial Consultant)
- G. Employee Medical, Dental & Vision Plans (HR)
- H. Health TechS3 (Mock Survey) (CNO)
- I. California Hospital Association Manuals (CNO)
- J. CNA Training Class (DSD/DON)
- K. Resolution 19-4 Declaration of Surplus Property (Financial Consultant)
- L. Cell Phone Reimbursement Policy (CEO)

## III. REPORTS

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

## IV. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

## V. BOARD OF DIRECTORS COMMENTS ON ITEMS NOT ON THE AGENDA

## VI. CLOSED SESSION

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

## VII. CLOSED SESSION REPORT

## VIII. ADJOURNMENT

### Board of Directors:

Jaqueline Hickman  
President

Mark Lacey  
Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director

**NOTICE TO THE PUBLIC**

**PUBLIC COMMENT PERIOD FOR REGULAR MEETINGS**

Members of the public may comment on any item on the agenda before the Board takes action on it. The public may also comment on items of interest to the public that are within the subject matter jurisdiction of the Board; provided, however, the Board may not take action on any item not appearing on the agenda unless the action is otherwise authorized by law. Any person addressing the Board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak.

**COPIES OF PUBLIC RECORDS**

All writings, materials, and information provided to the Board for their consideration relating to any open session agenda item of the meeting are available for public inspection and copying during regular business hours at the Administration Office of the District at 501 E. Locust Street, Lone Pine, California.

**COMPLIANCE WITH ADA**

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (Cal. Gov't Cod. § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Administrative Office during regular business hours by phone at (760) 876-5501, or in person at the District's Administrative Office at 501 E. Locust St., Lone Pine, California.

**Board of Directors:**

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335 Indian Springs Drive,  
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## AGENDA

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### PRESENT

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

### ABSENT

Mark Lacey, Vice President

### OTHERS

Brian Cotter, CEO  
Chet Beedle, Financial Consultant  
Chris Marks, IT  
Scott Nave, Attorney (via phone)  
Ashley McDow, Attorney (via phone)

### I. CALL TO ORDER

The meeting was called to order at 4:30 p.m.

### **Request to add a business item to the agenda-**

At this time, SIHD is on Medi-Cal withhold. SIHD is on hold due to not providing the RHC Recon reports. Auditor Derek Petrak, does not handle the Medi-Cal RHC Recon reports. Petrak and Financial Consultant Chet Beedle recommended CHW, LLP.

#### Board of Directors:

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Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director



**Action:** Secretary Roper moved to approve Business Item “G” Engagement Letter with CHW, LLP for Board consideration. Treasurer Carson seconded. All approved.

Roll Call-

Charles Carson “AYE”  
Carma Roper “AYE”  
Richard Fedchenko “AYE”  
Jaque Hickman “AYE”

**Action:** Secretary Roper moved to approve the agenda with the added item, II. Business Item G. Engagement Letter with CHW, LLP. Treasurer Carson seconded. All approved.

Roll Call-

Charles Carson “AYE”  
Carma Roper “AYE”  
Richard Fedchenko “AYE”  
Jaque Hickman “AYE”

## II. **BUSINESS ITEMS**

**A.** Discussion regarding future of Southern Inyo Hospital facilities. (President)

Attorney McDow stated that the Motion of Disqualifying of herself and Foley & Lardner, LLP is scheduled for mid-March. The Status Conference will also be scheduled on the same date.

When the Judge rules the motion for the disqualification he will give further dates to be set by the court.

Other scheduled conference with HCCA is set for April 24<sup>th</sup>.

Introduction to Donald Large, Maintenance.

**B. Consent Agenda:** These items are considered routine and non-controversial and will be approved by one motion. If a member of the Board or public wishes to discuss an item, it will be removed from Consent and considered separately at the end of Business Items.

### 1. Approval of Minutes

- a. Special Board Meeting Minutes of 12/20/2018.
- b. Special Board Meeting Minutes of 01/01/2019.
- c. Regular Board Meeting Minutes of 01/08/2019.
- d. Special Board Meeting Minutes of 01/08/2019.
- e. Special Board Meeting Minutes of 01/25/2019.

**Board of Directors:**

Jaqueline Hickman  
President

Mark Lacey  
Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director

## 2. Contract Approvals/Renewals

- a. American Business Machines

## 3. Approval of Medical Staff Privileges

- a. Raymond Azab, Radiologist, Extended Two Year Medical Staff Privileges.
- b. Mark Beller, Radiologist, Extended Two Year Medical Staff Privileges.
- c. Daniel Brunengraber, Radiologist, Extended Two Year Medical Staff Privileges.
- d. Eugene Choi, Radiologist, Extended Two Year Medical Staff Privileges.
- e. Vito Fodera, Radiologist, Extended Two Year Medical Staff Privileges.
- f. Gerald Goldstein, Radiologist, Extended Two Year Medical Staff Privileges.
- g. Kellie Greenblatt, Radiologist, Extended Two Year Medical Staff Privileges.
- h. Jennifer Hill, Radiologist, Extended Two Year Medical Staff Privileges.
- i. Khalid Javeri, Radiologist, Extended Two Year Medical Staff Privileges.
- j. Michael Klein, Radiologist, Extended Two Year Medical Staff Privileges.
- k. Steven Kussman, Radiologist, Extended Two Year Medical Staff Privileges.
- l. John Lin, Radiologist, Extended Two Year Medical Staff Privileges.
- m. Gilbert Melin, Radiologist, Extended Two Year Medical Staff Privileges.
- n. Sasmita Misra, Radiologist, Extended Two Year Medical Staff Privileges.
- o. Farbod Nasserri, Radiologist, Extended Two Year Medical Staff Privileges.
- p. Edward Oh, Radiologist, Extended Two Year Medical Staff Privileges.
- q. Harun Ozer, Radiologist, Extended Two Year Medical Staff Privileges.
- r. Kevin Rice, Radiologist, Extended Two Year Medical Staff Privileges.
- s. Joseph Roco, Radiologist, Extended Two Year Medical Staff Privileges.
- t. Tomer Roth, Radiologist, Extended Two Year Medical Staff Privileges.

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Director

- u. Douglas Rusnack, Radiologist, Extended Two Year Medical Staff Privileges.
- v. Lori Taylor Serwatka, Radiologist, Extended Two Year Medical Staff Privileges.
- w. Marcelo Spector, Radiologist, Extended Two Year Medical Staff Privileges.
- x. Tanya Tivorsak, Radiologist, Extended Two Year Medical Staff Privileges.
- y. Nhan Tran, Radiologist, Extended Two Year Medical Staff Privileges.
- z. Ian Tseng, Radiologist, Extended Two Year Medical Staff Privileges.
- a.1. Brian Tzung, Radiologist, Extended Two Year Medical Staff Privileges.
- b.1. Michael Zaghi, Radiologist, Extended Two Year Medical Staff Privileges.

**Action:** Treasurer Carson moved to approve the consent agenda Item B. 1, 2 & 3. Secretary Roper seconded. All approved.

Roll Call-

Carma Roper	“AYE”
Charles Carson	“AYE”
Richard Fedchenko	“AYE”
Jaue Hickman	“AYE”

**C. Holiday Pay Policy (HR Manager)**

Item C. has been tabled. The Holiday Pay Policy is not completed. The Board has repeatedly requested detailed information (cost). The Holiday Pay Policy needs to be completed before it’s presented to the Board.

**D. Upcoming IGT’s (CEO)**

Brian Cotter read through the upcoming IGT’s. Chet and Brian recommend to go to Inyo County Treasury Oversight Committee again before March 1, 2019 due date. The returns will double and should be a 60 day turn around.

Last time SIHD met with Inyo County Treasury Oversight Committee it was mentioned to look into a revolving loan with the County.

Brian Cotter will reach out to Alisha McMurtrie with Inyo County. Discussion only.

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Director

## E. El Dorado Savings Bank Visa Check Card (CEO)

SIHD first approached El Dorado for a Credit Card request. El Dorado does not provide credit cards. El Dorado was going to merge with Pacific West Bank and they may have provided credit cards but the merge did not happen. SIHD did have the option for a Visa debit card through existing general account.

The debit cards would be used for emergency and other important items. For example: transportation and background checks on new hires.

The limit will be a daily max purchase of \$3,000.00 and eliminating of cash.

**Action:** Treasurer Carson moved to approve the El Dorado Savings Bank Visa Check card with limit on daily amounts allowed (elimination of cash and daily max purchase of 3,000.00 on the card). Secretary Roper seconded. All approved.

### Roll Call-

Charles Carson	“AYE”
Carma Roper	“AYE”
Richard Fedchenko	“AYE”
Jaquie Hickman	“AYE”

## F. BYOD Policy and Internet, Email & Computer Use Policy (IT)

Chris Marks, IT reviewed the revised policies (by Attorney Nave).

THE BYOD (bring your own device) is a policy that outlines what employees can use their personal device. The employees that work from home are allowed to bring in their laptop so they can go through a firewall check, make sure they have anti-virus and patches are up to date.

The internet, email and computer policy covers the use of legitimate business purposes and reasonable personal use. Employees aren't allowed to go to non-work related websites.

The Board had questions in regards to cell phone use. Brian mentioned that he is working on the cell phone reimbursement policy for work related cell phone use.

Per President Hickman, a cell phone reimbursement may have been appropriate in the past and not for this day in age. SIHD needs to be very careful on writing a policy.

Per Attorney McDow, need to discuss because there are certain things that the district is obligated to pay when it comes to employees using their personal cell phones. This is a gray area. SIHD may want to table.

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Director

Attorney Nave recommends that the Board takes action on the policies presented and address the cell phone reimbursements separately. SIHD can include if SIHD is requiring the employees to use their cell phones. If so, the law requires that we reimburse the employees for expenses that they incur. Are we requiring it, are they doing it on their own, or is this a customer practice? Need to include this on the cell phone reimbursement policy.

Secretary Roper suggested a separate discussion on cell phone usage and reimbursements. The policies presented are standard.

**Action:** Secretary Roper moved to approve the BYOD Policy and the Internet, Email & Computer Use Policy from the IT Dept. Director Fedchenko seconded. All approved.

Roll Call-

Carma Roper "AYE"  
Richard Fedchenko "AYE"  
Charles Carson "AYE"  
Jaque Hickman "AYE"

### **G. Engagement Letter with CHW, LLP.**

Chet Beedle stated that the engagement letter with CHW, LLP has to do with the RHC recon reports for Medi-Cal patients. Medi-Cal patients have a per visit rate. Our rate is approximately \$280.00 per visit. SIHD didn't file the reconciliation report. At this time, SIHD is now on Medi-Cal withhold. CHW, LLP will be able to complete the recon reports and get SIHD off of withhold.

**Action:** Secretary Roper moved to approve the engagement letter with CHW, LLP. Treasurer Carson seconded.

Roll Call-

Carma Roper "AYE"  
Charles Carson "AYE"  
Jaque Hickman "AYE"  
Richard Fedchenko "Abstains"

## **III. REPORTS**

### **A. Financial Report**

Chet Beedle, Financial Consultant reviewed the reports that were presented at the Finance Committee 02/05/2019.

**Board of Directors:**

Jaqueline Hickman  
President

Mark Lacey  
Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director

## **B. CEO Report**

Brian Cotter, CEO reviewed monthly numbers and graphs.

CNA Course- Looking to get 8-10 enrollees.

Skilled Nursing census- At this time, limited due to the rain, there are 6 beds not being used.

Clinic- Sandi Spiedel, FNP is out and Donna McAuley, FNP came back to help cover.

Dr. Todd Farrer will start at the Clinic 02/13/2019. He will be at the clinic every other week.

SIHD has bi-weekly meetings with IT vendor Medsphere (steering committee w/ all depts.) to identify, access and resolve issues with Medworxs and Carevue. Once the product was rolled out, there were a lot of decisions made by HCCA which are impacting SIHD now and holding us back. We are tracking help desk tickets and time of resolution. Stephen Fine and Brian Cotter will be going to Tulare to help with the PRIME program. There will also be a webinar demonstration for the Business Office and Admin. level positions on the Revenue Cycle Cloud product that Medsphere can offer us.

Per President Hickman, the board requests to be updated on personnel. For example: new hires, loss of a position, total payroll, updated organizational chart.

About a year ago Brian Cotter looked up Transparent California. Transparent California provides titles and hourly salaries. He did a comparison with surrounding hospitals.

## **C. Medical Staff Report**

Nothing to Report at this time.

## **IV. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

Linda Tucker mentioned that the SIH Salvation Foundation website is up and running. [www.sihsalvation.org](http://www.sihsalvation.org). The grant application was submitted to Inyo Co. The foundation placed donation cans throughout town. There will be a Car Show May 11<sup>th</sup>, 2019. The foundation will look into social media advertising.

Chris Marks mentioned the approved Novarad Access link has brought referrals from Toiyabe. Linda Tucker is hoping to expand to Northern Inyo Hospital. Secretary Roper would like to have a press release to notify the public. President Hickman stated that someone should ask Novarad for a press release.

## **V. BOARD OF DIRECTORS COMMENTS ON ITEMS NOT ON THE AGENDA**

### **Board of Directors:**

Jaqueline Hickman  
President

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Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director

President Hickman gave well wishes to Sandi Spiedel, FNP. Also gave thanks to the Clinic.

President Hickman mentioned that Mildred Davis, SIHD's Pharmacist in Charge passed away.

**VI. CLOSED SESSION**

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

**B.** Personnel Evaluation: CEO

**VII. CLOSED SESSION REPORT**

The Board and Legal Team discussed Items A & B under Closed Session. No action taken.

**VIII. ADJOURNMENT**

The Open session was adjourned at 6:45 p.m.

\_\_\_\_\_  
President or Secretary of the Board

\_\_\_\_\_  
Date

02/12/2019 Regular Board Minutes

**Board of Directors:**

Jaqueline Hickman  
President

Mark Lacey  
Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director

# **BOARD OF DIRECTORS MEETING**

**February 12, 2019**

**Southern Inyo Healthcare District**





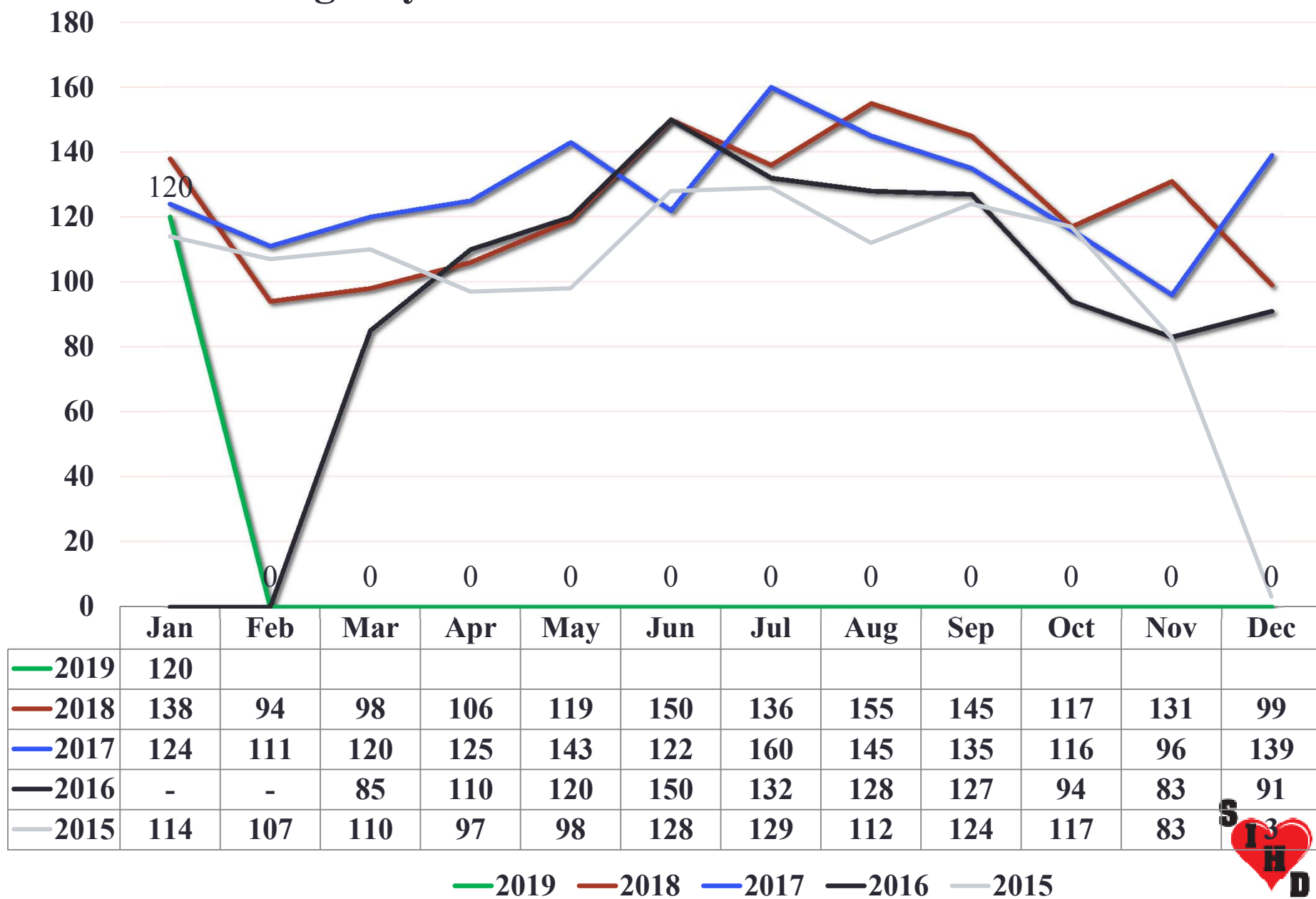
# Emergency Room Volume

## Average Visits Per Day

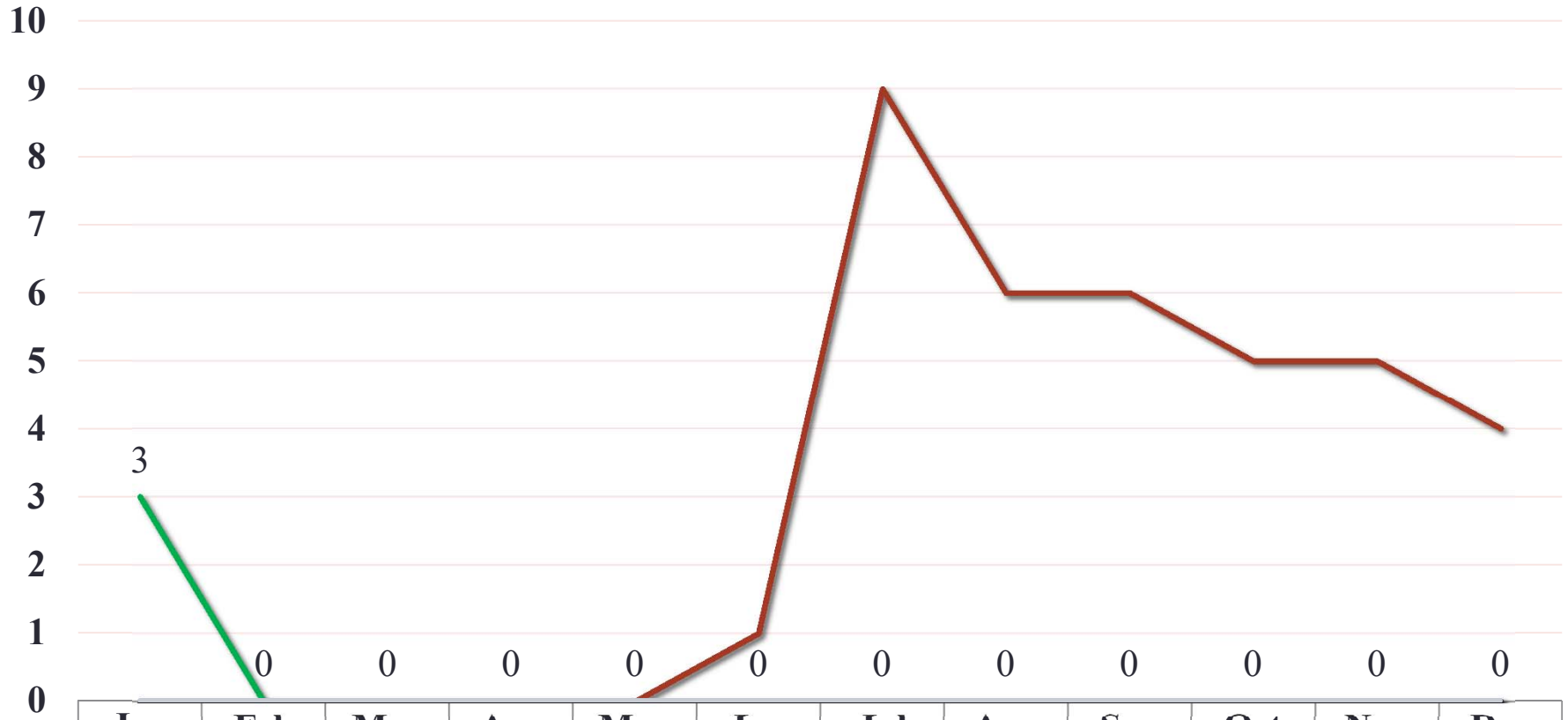
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>2019</b>	<b>3.87</b>											
<b>2018</b>	<b>4.46</b>	<b>3.36</b>	<b>3.17</b>	<b>3.54</b>	<b>3.84</b>	<b>5</b>	<b>4.39</b>	<b>5</b>	<b>4.83</b>	<b>3.78</b>	<b>4.37</b>	<b>4</b>
<b>2017</b>	4.4	3.9	3.8	4.2	4.6	4.1	5.2	4.7	4.5	3.7	3.2	4.49
<b>2016</b>	-	-	2.7	3.7	3.9	5.0	4.3	4.1	4.1	3.0	2.8	2.9
<b>2015</b>	3.7	3.8	3.5	3.2	3.2	4.3	4.2	3.6	4.1	3.8	2.8	0.1
<b>2014</b>	2.7	2.4	2.1	2.6	2.7	3.1	5.1	4.2	3.2	3.5	2.8	2.9
<b>2013</b>	2.9	2.4	2.5	2.2	2.8	3.3	3.4	3.0	3.3	2.0	2.3	2.1
<b>2012</b>	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



## Acute & Swing Room – Patients Per Month

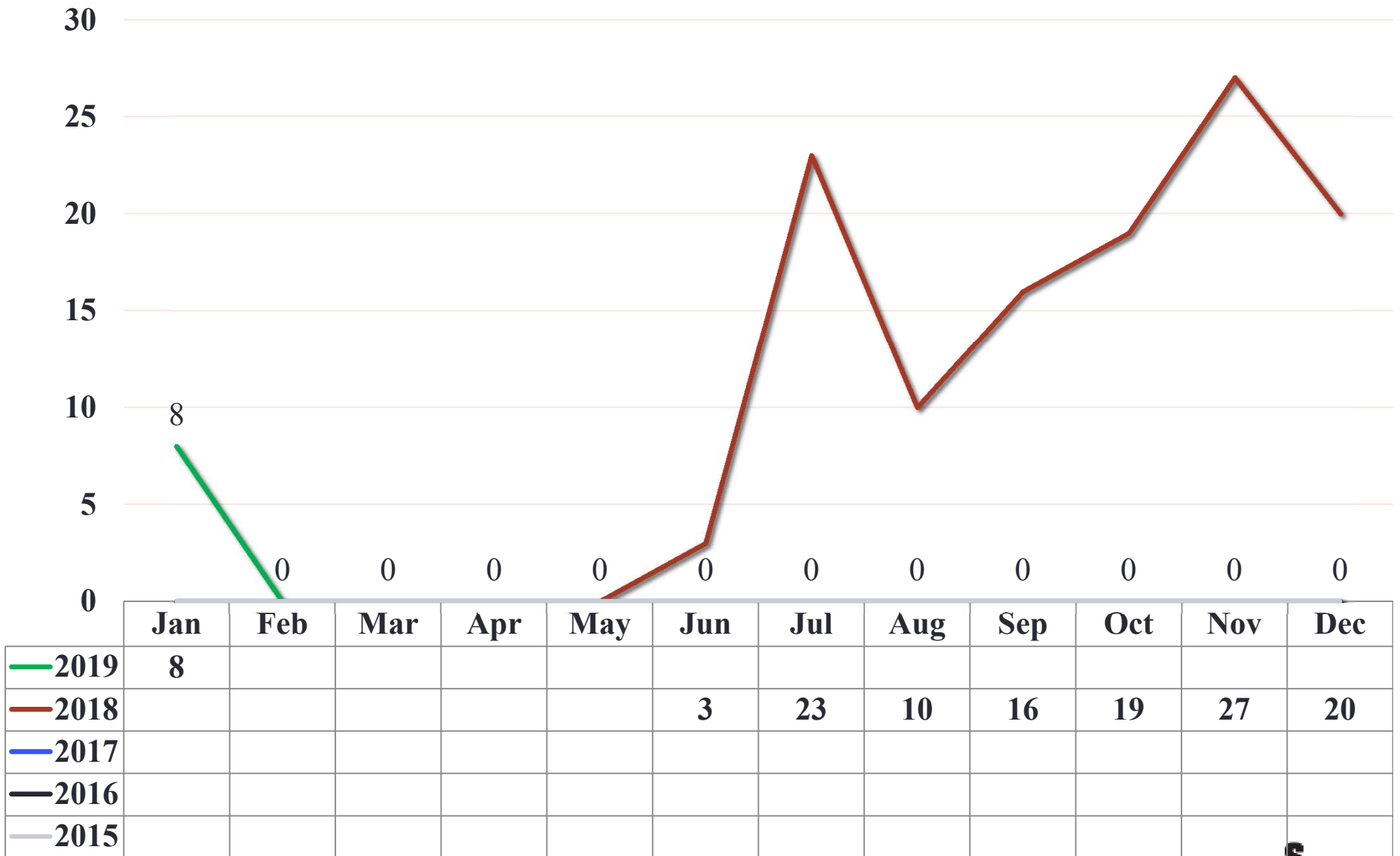


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	3											
2018						1	9	6	6	5	5	4
2017												
2016												
2015												

— 2019   
 — 2018   
 — 2017   
 — 2016   
 — 2015



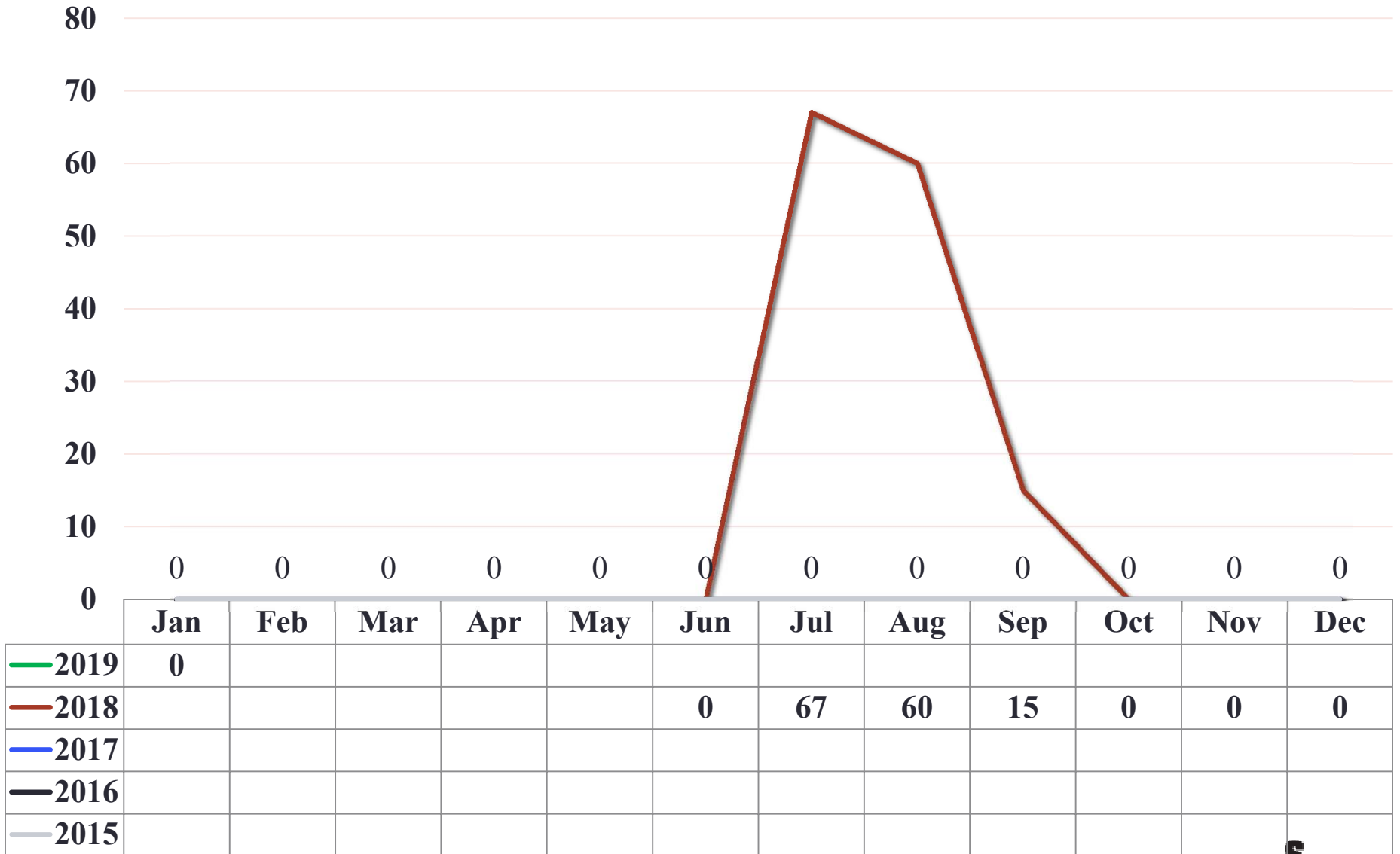
## Acute Room – Total Days in Acute



— 2019   
 — 2018   
 — 2017   
 — 2016   
 — 2015



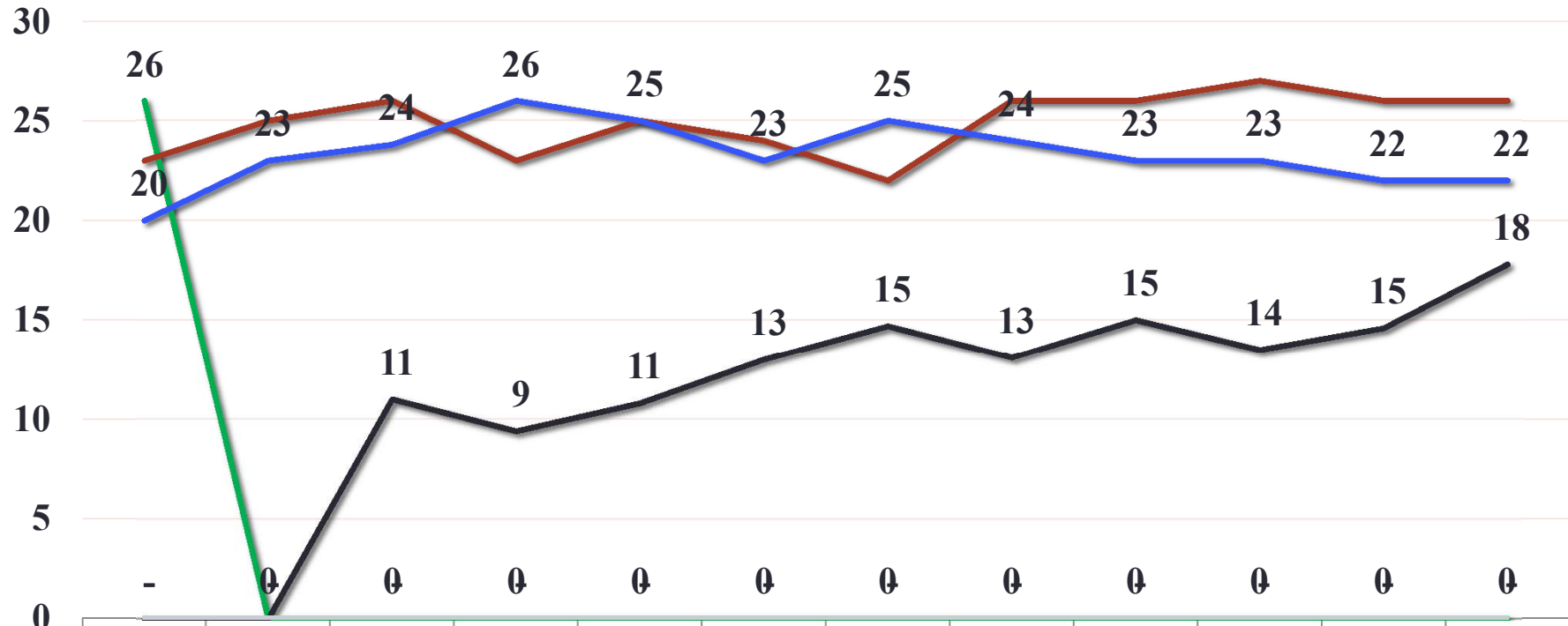
## Swing Bed Room – Total Days in Swing Bed



— 2019   
 — 2018   
 — 2017   
 — 2016   
 — 2015



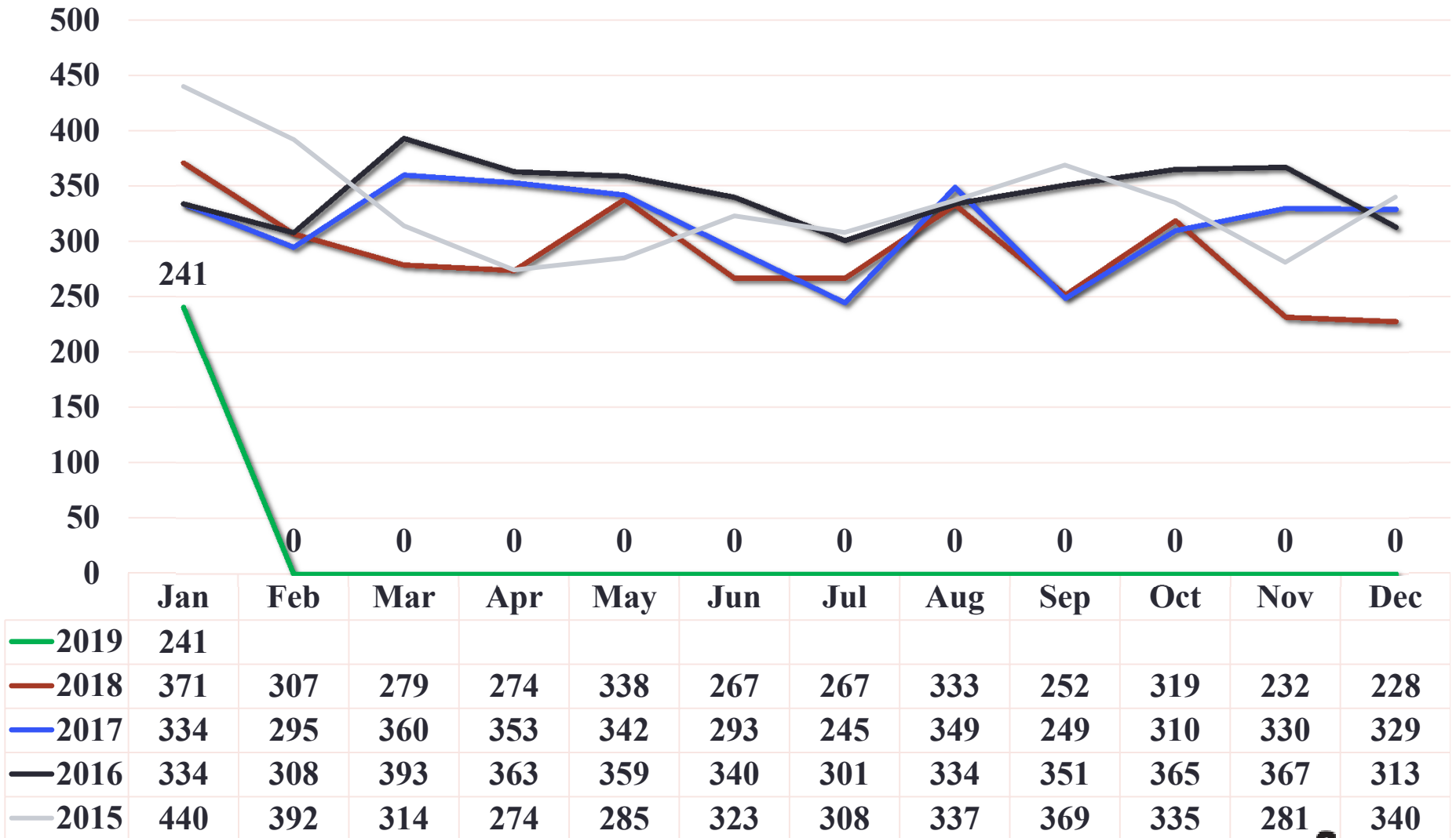
# Skilled Nursing Facility Volumes – Monthly Census



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2019	26											
—2018	23	25	26	23	25	24	22	26	26	27	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	-	-	-	-	-	-	-	-	-	-	-	-



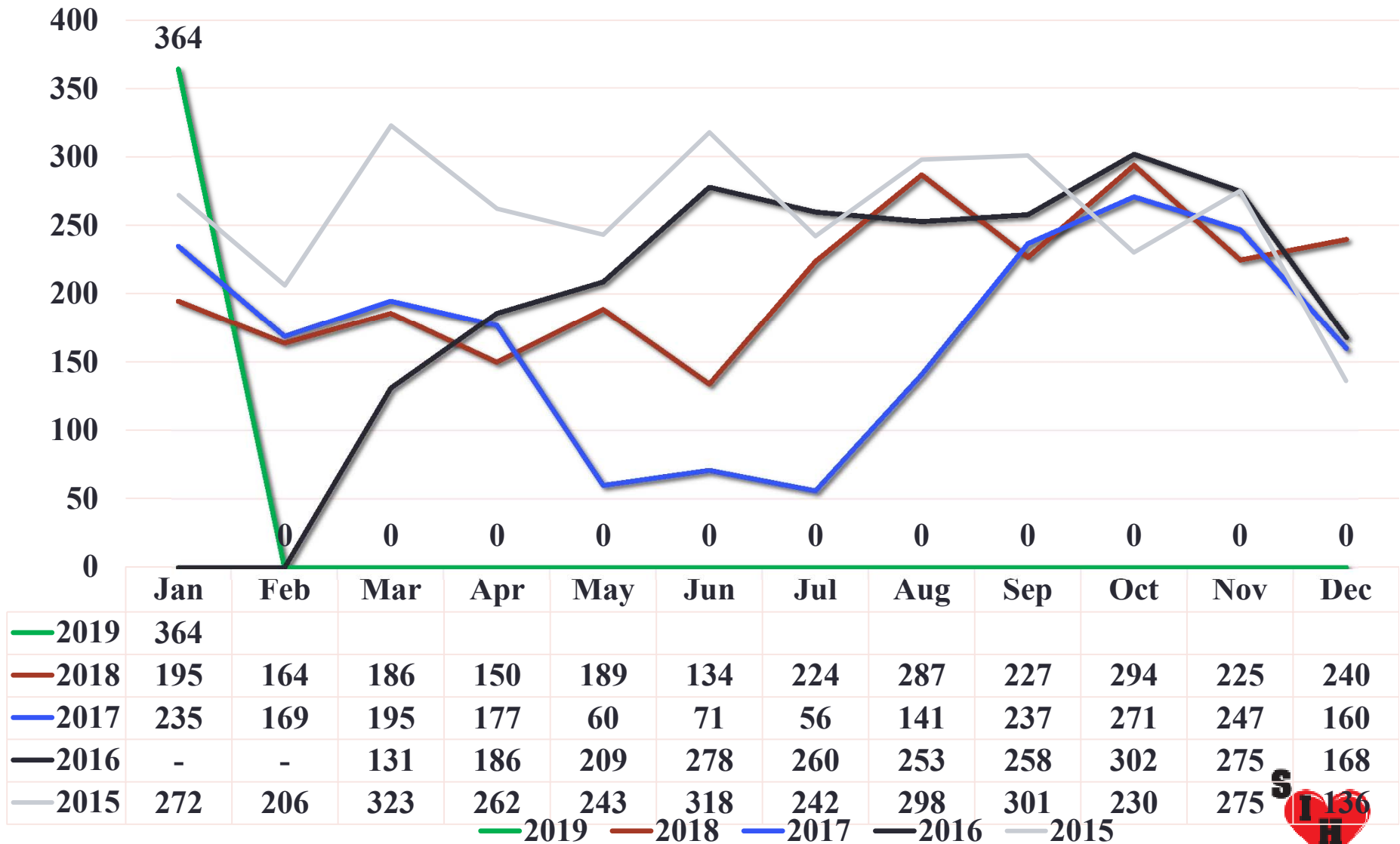
## SIHD Rural Clinic Volumes – Visits Per Month



— 2019   
 — 2018   
 — 2017   
 — 2016   
 — 2015

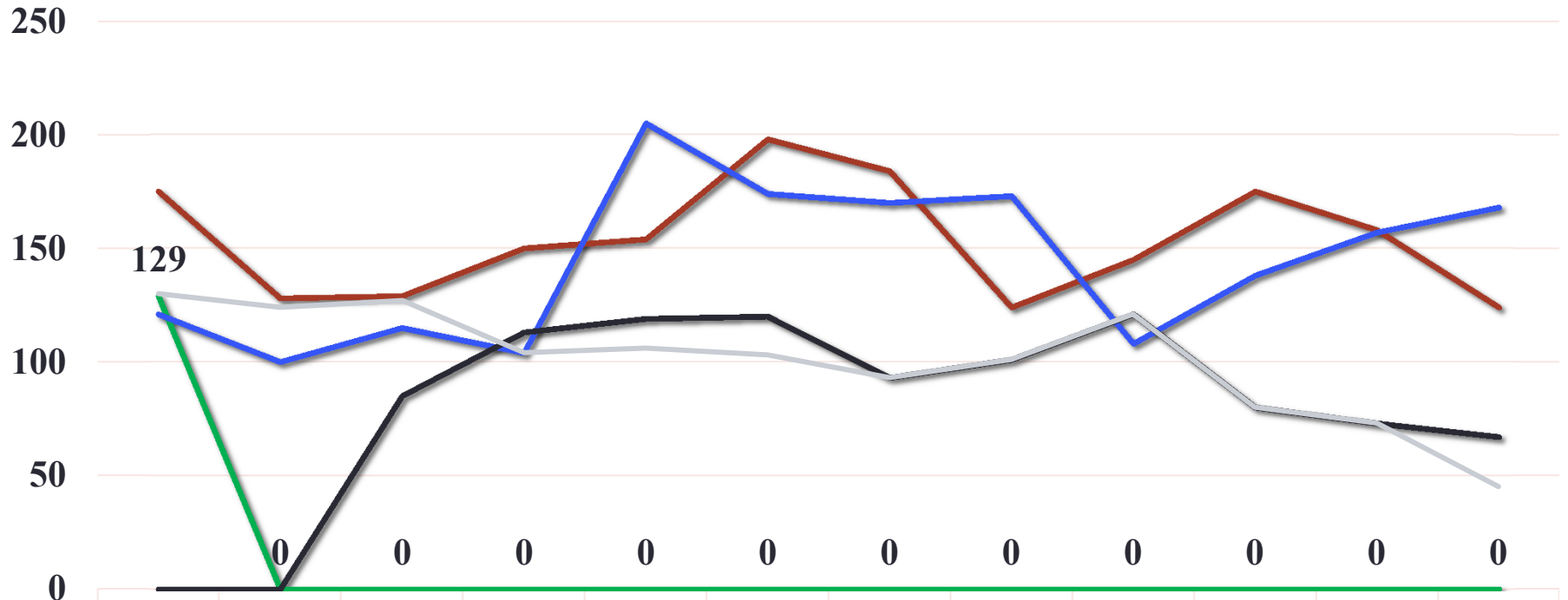


# Physical Therapy Volumes





## X Ray Volumes – Visits-Exams Per Month

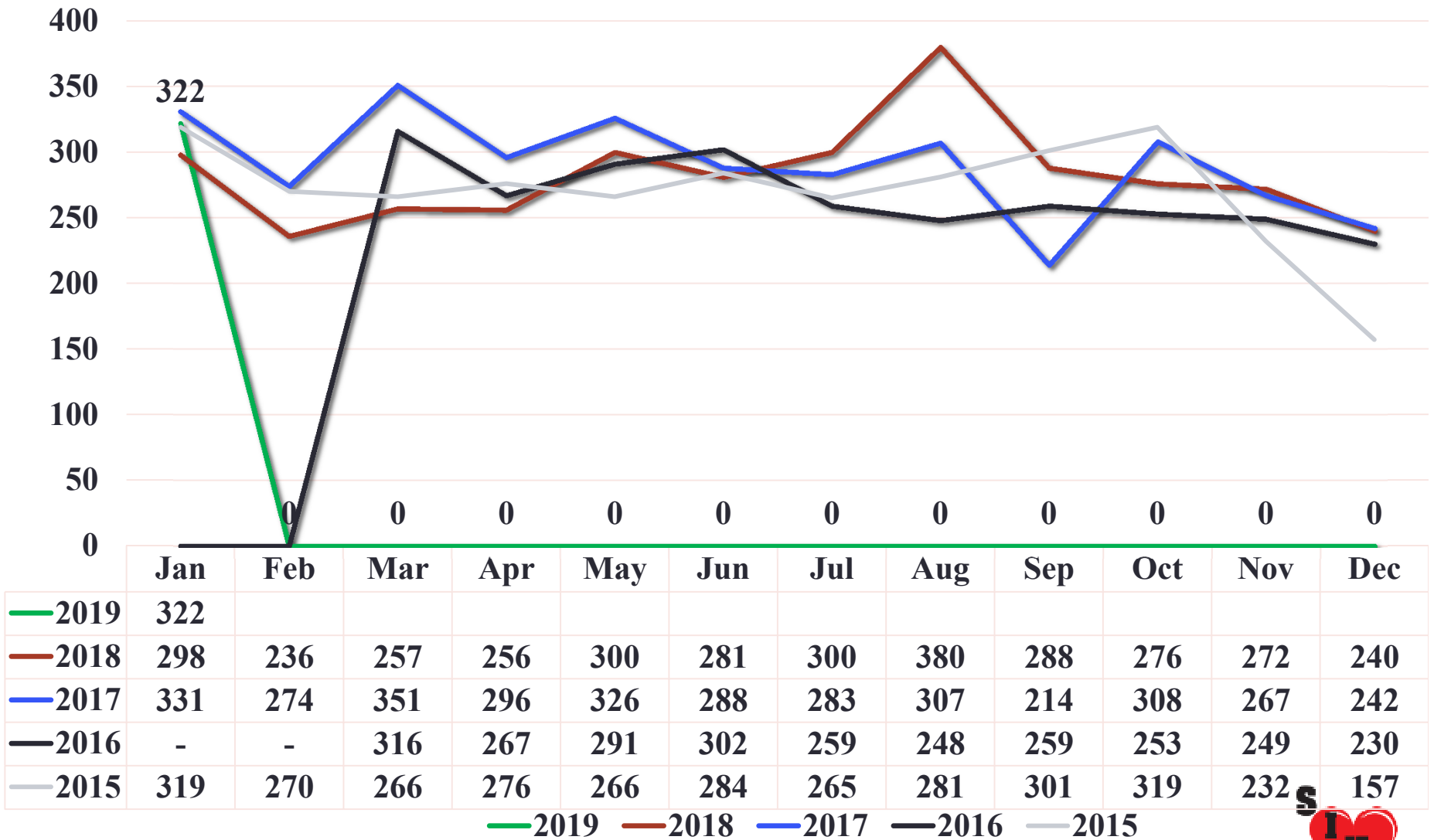


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2019	129	0	0	0	0	0	0	0	0	0	0	0
—2018	175	128	129	150	154	198	184	124	145	175	158	124
—2017	121	100	115	104	205	174	170	173	108	138	157	168
—2016	-	-	85	113	119	120	93	101	121	80	73	67
—2015	130	124	127	104	106	103	93	101	121	80	73	45

—2019 —2018 —2017 —2016 —2015



# Laboratory Volumes



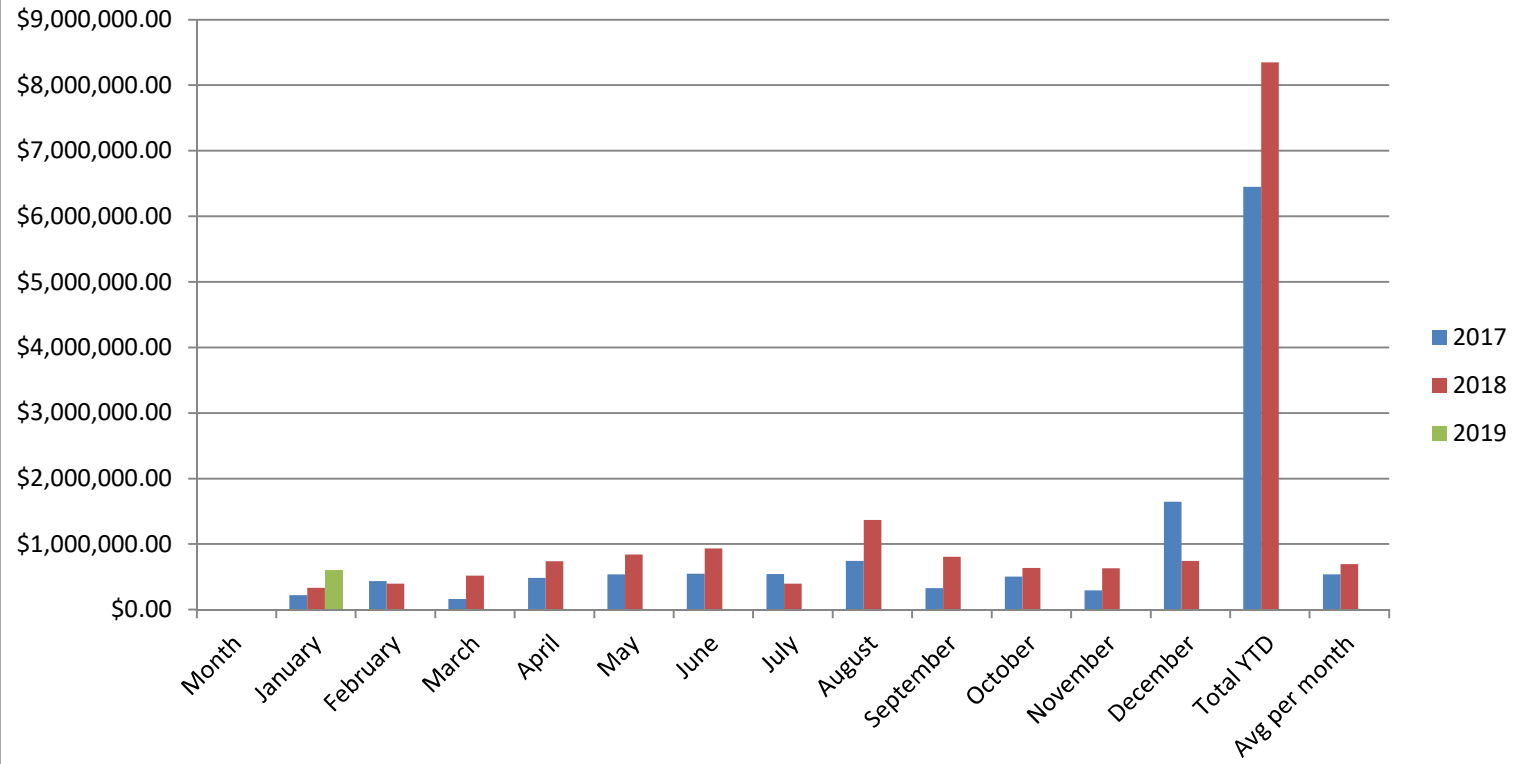
—2019 —2018 —2017 —2016 —2015



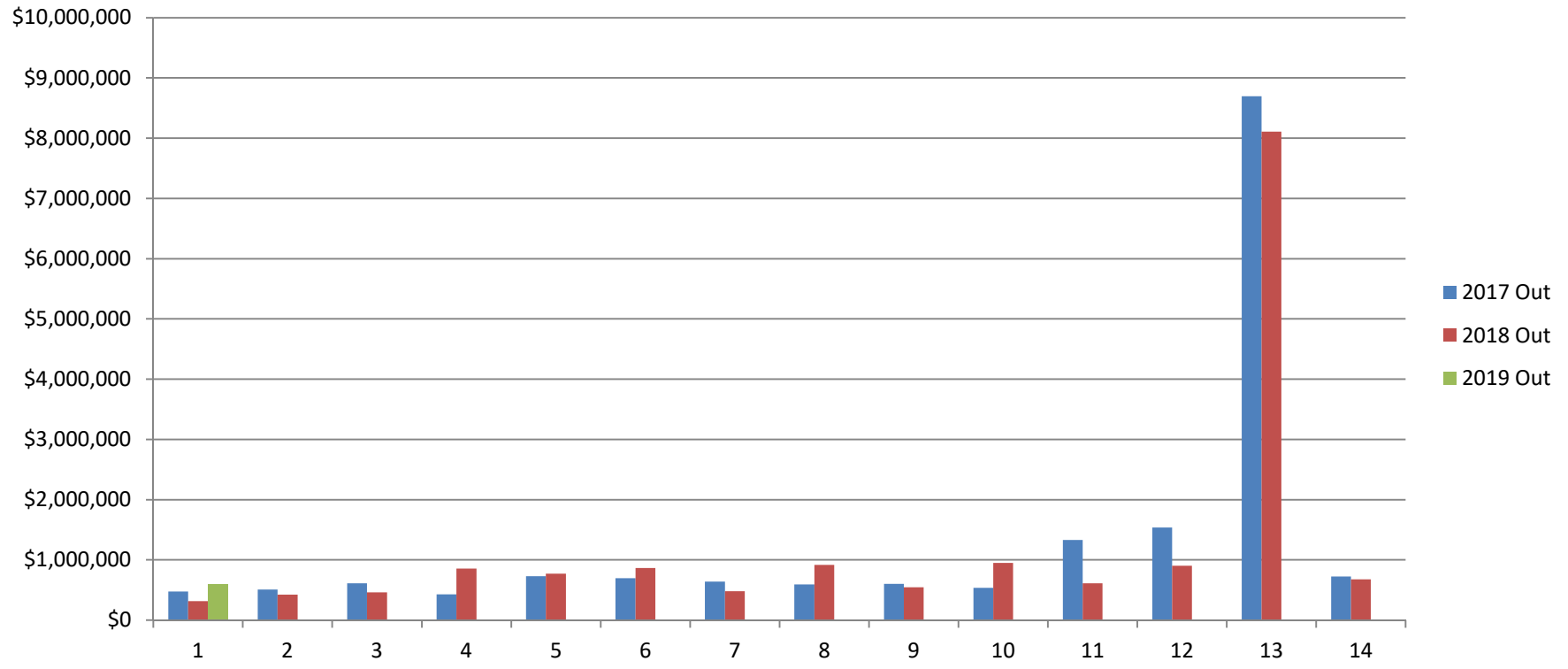
	2017	2018	2019
Month	In	In	In
January	\$220,057	\$332,781	\$595,827
February	\$436,521	\$395,019	
March	\$161,595	\$519,190	
April	\$483,870	\$738,592	
May	\$536,961	\$840,176	
June	\$549,697	\$934,762	
July	\$542,926	\$397,697	
August	\$743,975	\$1,369,716	
September	\$329,209	\$809,298	
October	\$502,823	\$637,583	
November	\$292,577	\$629,401	
December	\$1,647,896	\$742,519	
Total YTD	\$6,448,107	\$8,346,734	
Avg per month	\$537,342	\$695,561	

	2017	2018	2019
Month	Out	Out	Out
January	\$476,828	\$317,536	\$605,018
February	\$510,559	\$426,049	
March	\$613,992	\$460,422	
April	\$428,689	\$855,654	
May	\$731,026	\$774,279	
June	\$697,022	\$865,755	
July	\$638,898	\$481,547	
August	\$591,725	\$919,194	
September	\$604,046	\$545,545	
October	\$538,715	\$948,227	
November	\$1,329,108	\$611,855	
December	\$1,535,963	\$903,443	
Total YTD	\$8,696,571	\$8,109,506	
Avg per month	\$724,714	\$675,792	

## CY 2017 vs CY 2018 Cash Revenue



### CY 2017 vs CY 2018 Cash Expense



# SOUTHERN INYO HEALTHCARE DISTRICT

## EXECUTIVE FINANCIAL SUMMARY

Five Months Ended November 30, 2018

### BALANCE SHEET

	11/30/2018	6/30/2018
<b>ASSETS</b>		
Current Assets	\$4,801,176	\$4,695,628
Assets Whose Use is Limited	19,340	22,595
Property, Plant and Equipment (Net)	62,628	(0)
Other Assets	0	0
<b>Total Unrestricted Assets</b>	<b>4,883,145</b>	<b>4,718,224</b>
Restricted Assets	0	0
<b>Total Assets</b>	<b>\$4,883,145</b>	<b>\$4,718,224</b>
<b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities	\$4,485,396	\$4,285,809
Long-Term Debt	17,241	0
Other Long-Term Liabilities	78,217	85,069
<b>Total Liabilities</b>	<b>4,580,854</b>	<b>4,370,878</b>
Net Assets	302,290	347,346
<b>Total Liabilities and Net Assets</b>	<b>\$4,883,144</b>	<b>\$4,718,224</b>

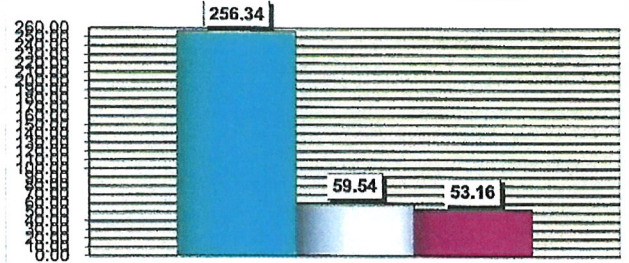
### STATEMENT OF REVENUE AND EXPENSES - YTD

	ACTUAL	BUDGET
<b>Revenue:</b>		
Gross Patient Revenues	\$5,016,788	\$4,598,775
Deductions From Revenue	(1,515,898)	(2,333,418)
Net Patient Revenues	3,500,890	2,265,356
Other Operating Revenue	236,521	117,508
<b>Total Operating Revenues</b>	<b>3,737,411</b>	<b>2,382,865</b>
<b>Expenses:</b>		
Salaries, Benefits & Contract Labor	2,566,437	1,927,603
Purchased Services & Physician Fees	557,702	340,463
Supply Expenses	181,637	155,160
Other Operating Expenses	843,982	399,198
Bad Debt Expense	0	0
Depreciation & Interest Expense	57,188	97,020
<b>Total Expenses</b>	<b>4,206,945</b>	<b>2,919,444</b>
<b>NET OPERATING SURPLUS</b>	<b>(469,533)</b>	<b>(536,580)</b>
Non-Operating Revenue/(Expenses)	298,707	127,371
<b>TOTAL NET SURPLUS</b>	<b>(\$170,826)</b>	<b>(\$409,208)</b>

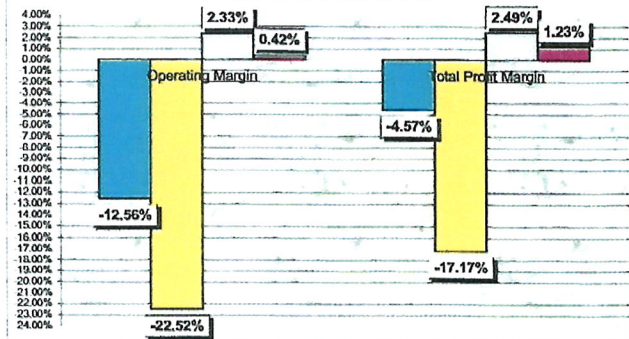
### KEY STATISTICS AND RATIOS - YTD

	ACTUAL	BUDGET
Total Acute Patient Days	71	16
Average Acute Length of Stay	2.1	0.9
Total Emergency Room Visits	533	454
Outpatient Visits	1,359	1,275
Total Surgeries	0	0
Total Worked FTE's	102.11	95.20
Total Paid FTE's	105.42	106.80
Productivity Index	0.9323	1.0000
EBITDA - YTD	-11.75%	-19.40%
Current Ratio	1.07	
Days Expense in Accounts Payable	215.82	

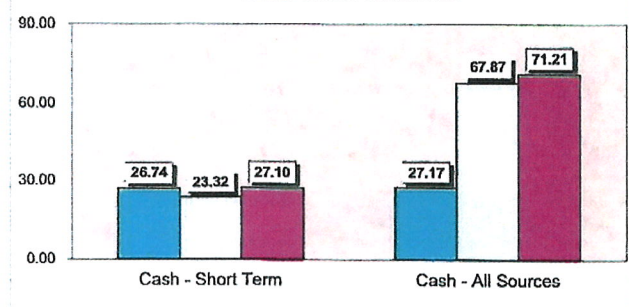
#### NET DAYS IN ACCOUNTS RECEIVABLE



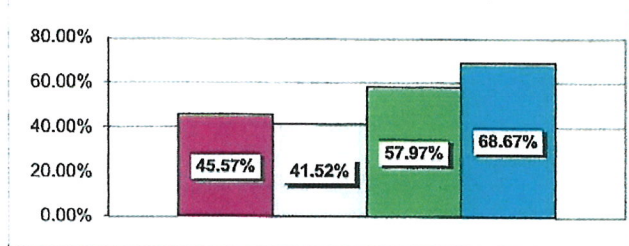
#### HOSPITAL MARGINS



#### DAYS CASH ON HAND



#### SALARY AND BENEFIT EXPENSE AS A PERCENTAGE OF NET REVENUE



<b>SOUTHERN INYO HEALTHCARE DISTRICT</b>	
Budget	11/30/18
California	Hospitals
CAH Hospitals	Rural
Prior Fiscal Year End	06/30/18

FINANCIAL STRENGTH INDEX -		(2.25)
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  
 Actual/Budget FY 2019

	Actual Jul-18	Actual Aug-18	Actual Sep-18	Actual Oct-18	Actual Nov-18	Actual Dec-18	Actual Jan-19	Proj Feb-19	Proj Mar-19	Proj Apr-19	Proj May-19	Proj Jun-19	FY TOTAL
<b>Ave. Daily Census</b>													
Acute Care	0.7	0.3	1.4	1.1	1.1	0.7	0.4	0.00	0.00	0.00	0.00	0.00	0.49
Swing	2.5	2.1	0.4	0.4	0.4	0.0	0.0	0.00	0.00	0.00	0.00	0.00	0.48
SNF	22	26	24	23.3	23.3	26.5	26.3	0.00	0.00	0.00	0.00	0.00	14.29
Beginning Balance	868,725	438,309	623,316	794,602	759,257	729,079	729,067	882,650	715,148	558,419	355,719	374,348	374,348
<b>Cash Receipts</b>													
Medicare	55,305	511,028	161,975	201,526	270,827	380,334	182,702	59,219	56,466	57,230	56,243	51,320	2,043,175
Medi-Cal	178,834	120,275	186,815	207,235	145,299	166,803	122,648	99,887	118,820	123,240	121,652	112,243	1,703,731
Insurance	116,252	78,020	263,633	122,590	70,506	40,380	44,151	70,664	99,552	96,325	97,320	94,121	1,193,513
Bad Debt Recovery	9,035	9,511	9,835	9,061	89,536	62,089	75,203	7,941	6,326	5,521	4,796	6,291	294,580
Credit Card Payments	3,947	10,789	19,894	18,889	14,913	6,597	3,617	9,867	5,353	4,796	4,833	4,231	108,607
Private Pay	18,061	15,216	31,555	16,610	30,842	61,122	55,740	21,882	54,017	35,740	39,420	38,240	416,454
Rebates & Refunds/Taxes/IGT	0	0	0	0	0	0	773,756	0	0	0	0	0	75,000
Miscellaneous Cash	375,887	56,395	850	10,355	73,237	7,466	42,351	34,773	81,572	68,320	39,240	31,258	821,703
Unapplied/Growth	83,201	888	0	0	0	0	0	53,420	54,320	58,456	67,079	55,581	372,944
Total Cash Received	840,522	802,122	674,547	586,265	695,159	724,791	1,300,168	357,643	476,426	449,628	731,078	465,115	8,103,463
<b>Expenses</b>													
Salaries	362,000	326,589	216,136	379,393	361,000	519,984	417,488	363,240	351,865	313,000	318,000	341,000	4,269,695
Professional Fees	93,164	84,870	90,326	102,789	125,512	147,369	128,349	85,430	120,844	89,596	86,959	99,981	1,255,190
Supplies	38,334	44,507	47,756	32,989	46,762	43,859	53,897	35,235	24,234	31,589	41,090	54,200	494,451
Other	223,205	161,149	125,458	106,439	192,053	13,591	159,899	41,240	136,212	218,143	169,098	35,112	1,581,608
Inyo County Treas Repay/Medsphere	554,235	0	0	0	0	0	388,953	0	0	0	0	0	1,120,490
IGT Matching	0	0	23,584	0	0	0	0	0	0	0	0	0	23,584
TOTAL EXPENSE	1,270,938	617,115	503,261	621,610	725,337	724,803	1,146,585	525,145	633,155	652,328	712,449	612,293	8,745,018
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
Total Payments	1,270,938	617,115	503,261	621,610	725,337	724,803	1,146,585	525,145	633,155	652,328	712,449	612,293	8,745,018
Cash Over/(Under)	438,309	623,316	794,602	759,257	729,079	729,067	882,650	715,148	558,419	355,719	374,348	227,170	227,170
Operating Reserve	0	0	167,079	17,953	0	0	0	0	0	0	0	0	0
Property Tax Fund	167,079	167,079	(149,126)	(17,890)	11,503	5,367	10,193	10,193	10,193	10,193	10,193	10,193	10,193
Med Overpmt./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	0
Net Cash Balance	605,388	790,395	812,555	759,320	740,582	734,435	892,843	725,341	568,612	365,912	384,541	237,363	237,363

# SOUTHERN INYO HEALTHCARE DISTRICT

## Amended Special Meeting of the Board of Directors Minutes

Date: Monday, February 18, 2019

Time: 9am

Location: Southern Inyo Hospital Conference Room  
501 E. Locust Street, Lone Pine, CA 93545

Richard Fedchenko will be participating via phone.

1093 Shahar Ave.  
Lone Pine, CA 93545

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### **PRESENT**

Jaque Hickman, President  
Mark Lacey, Vice President  
Carma Roper, Secretary  
Charles Carson, Treasurer  
Richard Fedchenko, Director

### **ABSENT**

NONE

### **OTHERS**

Brian Cotter, CEO  
Scott Nave, Attorney  
Chet Beedle, Financial Consultant  
Ashley McDow, Attorney

### **I. CALL TO ORDER**

The meeting was called to order at 9:00 a.m.

### **II. CLOSED SESSION**

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

The Board of Directors and Legal Team discussed Items A & B under Closed Session.  
No action taken.

### **III. ADJOURNMENT**

The meeting adjourned at 12:00 p.m.

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\_\_\_\_\_  
President or Secretary of the Board

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\_\_\_\_\_  
Date

#### Board of Directors:

Jaqueline Hickman  
President

Mark Lacey  
Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director



# **SOUTHERN INYO HEALTHCARE DISTRICT**

## **Special Meeting of the Board of Directors Minutes**

**Date: Tuesday, February 26, 2019**

**Time: 4:30 p.m.**

**Location: Southern Inyo Hospital- Conference Room  
501 E. Locust, Lone Pine, CA 93545**

**Mark Lacey, Vice President will be participating via phone from  
335 Indian Springs Drive,  
Lone Pine, CA 93555**

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### **PRESENT**

Jaque Hickman, President  
Carma Roper, Secretary  
Charles Carson, Treasurer

### **ABSENT**

Mark Lacey, Vice President  
Richard Fedchenko, Director

### **OTHERS**

Brian Cotter, CEO  
Shannon Jimerson, CNO  
Anita Sonke, AP  
Roxanne Culp, HR  
Ashley McDow, Attorney (via phone)  
Maritza Perkins, Admin. Assistant

### **I. CALL TO ORDER**

The meeting was called to order at 4:31 p.m.

Secretary Roper moved to approve the 02/26/2019 Special Board Meeting agenda. Treasurer Carson seconded. All Approved.

### **II. BUSINESS ITEMS**

**A. Consideration and Approval of Resolution 19-2 to apply for a short term Treasury Loan from Inyo County.**

Brian Cotter, CEO and Treasurer Carson meet with the Inyo County Treasury Oversight Committee. They presented the upcoming IGT's for the total of

#### **Board of Directors:**

Jaqueline Hickman  
President

Mark Lacey  
Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director

381,597.00. The Inyo County Treasury Oversight Committee approved SIHD's application.

SIHD will look into participating in a revolving loan pool with Inyo County. Board Meeting to be announced. Inyo Co. recommends starting at the new fiscal year.

Action: Treasurer Carson moved to approve Resolution 19-2, short term treasury loan with Inyo County. Secretary Roper seconded. All approved.

Roll Call-

Carma Roper	"AYE"
Charles Carson	"AYE"
Jaque Hickman	"AYE"

**B. Fourth Addendum to Master License and Subscription Agreement with Medsphere Systems Corporation.**

President Hickman stated that she and Brian Cotter spoke with Irv Lichtenwald with Medsphere.

January 15, 2019, SIHD did not pay the balloon payment and is in breach of Medsphere's contract agreed to, in the Third Amendment. Irv Lichtenwald was persistent on the breach being cured. Irv took charge of curing the breach so Medsphere's auditors can see that this breach was cured by another amendment.

President Hickman mentioned that Irv informed her and Brian Cotter that SIHD may have 800 amendments by the time SIHD is done with the Medsphere contract. Irv realizes that our ability of paying the lump sums that are mentioned, may not happen in the time that is set forth in the agreement. Irv stated if SIHD keeps amending the contract and moving forward, Irv is okay with that. Irv would like for SIHD to make the monthly payment of \$14,000.00. Currently SIHD is being debited \$12,000.00.

Attorney Nave is fine with the legal format of the presented contract. The only concern was the district's ability of making the balloon payment in September 2024. Attorney Nave wants to make sure that SIHD meets the terms of this amendment.

Irv wants to know the best guess date of the bankruptcy settlement and to use that date as the first payment, President Hickman told Irv that she absolutely cannot. SIHD does not know. Irv stated we may need a fifth amendment.

President Hickman asked Attorney Nave if it would be a good idea to include a cover letter with the Fourth Amendment agreement that reflects the conversation that she and Brian had with Irv. Attorney Nave stated that if Medsphere is willing to differ a payment if the bankruptcy has not been resolved at that time point in time, he thinks it makes more sense to include that in the amendment itself. Medsphere will not look at the cover letter

**Board of Directors:**

Jaqueline Hickman  
President

Mark Lacey  
Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director

but the actual contract. If that is something that Medsphere is formally willing to agree to, SIHD needs to include it in the amendment and not in a letter.

Attorney McDow agrees with Attorney Nave. Attorney McDow had a comment in regards to the effective date. She would like to be more specific on the resolution of the bankruptcy. In section 5b, b3. The last payment is due on July 2024 but in b2 it contemplates a payment on September 2024. Is the September 2024 supposed to be 2025?

Per President Hickman, Irv did say that we may need to stretch the contract out. President Hickman and Legal Counsel will need to go back to Irv and negotiate. Also there are concerns on D. where it has ACH (automatically be charge to SIHD's bank account). SIHD will need to push back on balloon payment but continue with the monthly \$14,000.00 payment.

**Action:** Secretary Roper moved to tentatively approve the Fourth Amendment to Master License and Subscription agreement subject to negotiations with Medsphere Systems Corporation, Legal Counsel, President Hickman and Brian Cotter. Treasury Carson seconded. All approved.

Roll Call-

Carma Roper	"AYE"
Charles Carson	"AYE"
Jaque Hickman	"AYE"

### III. CLOSED SESSION

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

### IV. CLOSED SESSION REPORT

The Board of Directors and Legal Team discussed Items A & B under Closed Session. No action taken.

### V. ADJOURNMENT

The open session meeting adjourned at 4:54 p.m.

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President or Secretary of the Board

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Date

02/26/2019 Special Board Minutes

**Board of Directors:**

Jaqueline Hickman  
President

Mark Lacey  
Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director

# SOUTHERN INYO HEALTHCARE DISTRICT

## Notice of a Special Meeting of the Board of Directors

Date: Tuesday, March 05, 2018

Time: 5:30 p.m.

Location: Southern Inyo Hospital-Conference Room  
501 East Locust St  
Lone Pine, CA 93545

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

Secretary Carma Roper will be participating via phone.  
230 N. Webster  
Independence, CA 93526

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### AGENDA

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#### **PRESENT**

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

#### **ABSENT**

Mark Lacey, Vice President  
Richard Fedchenko, Director

#### **OTHERS**

Brian Cotter, CEO

#### **I. CALL TO ORDER**

The meeting was called to order at 6:05 pm.

Treasurer Carson moved to approve the agenda for 03/05/2019. Secretary Roper seconded. All Approved.

Roll Call-

Charles Carson "AYE"

Jaque Hickman "AYE"

Carma Roper "AYE"

#### **Board of Directors:**

Jaqueline Hickman  
President

Mark Lacey  
Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director

**II. Approval of Medical Staff Privileges**

a. Mylene Rucker, MD, 90 days Temporary Medical Staff Privileges. **REMOVED**

b. Adria Elene Ottoboni, MD Emergency Room Physician, 90 days Temporary Medical Staff Privileges.

Treasurer Carson moved to approve the Medical Staff Privileges with the removal of Medical Staff Privileges for Mylene Rucker, MD. Secretary Roper seconded. All Approved.

Roll Call-

Charles Carson "AYE"

Jaquie Hickman "AYE"

Carma Roper "AYE"

**III. ADJOURNMENT**

The meeting adjourned at 6:07 pm.

\_\_\_\_\_  
Board President or Secretary

\_\_\_\_\_  
Date

03/05/2019 Special Meeting Board Minutes

**Board of Directors:**

Jaqueline Hickman  
President

Mark Lacey  
Vice President

Carma Roper  
Secretary

Charles Carson  
Treasurer

Richard Fedchenko  
Director



# *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

March 12, 2019

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 Jasiri Kennedy, MD, Emergency Room Physician for a period of 90-days to facilitate the Medical Staff credentialing process.

Respectfully,

A handwritten signature in cursive script, reading 'Vickie Torix', is written in black ink.

Vickie Torix  
Medical Staff Secretary

Approved: \_\_\_\_\_  
Brian Cotter, CEO Date

Approved: \_\_\_\_\_  
Jaque Hickman, Board President Date

Approved: \_\_\_\_\_  
Ronald Ostrom, Medical Director of ER Date

## **AMENDMENT EMERGENCY DEPARTMENT PHYSICIAN AGREEMENT**

This Emergency Department Physician Agreement (“Agreement”) is made by Southern Inyo Healthcare District (“District”) and Ronald Ostrom, M.D. (“PHYSICIAN”), as of March 12, 2019.

### **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 and 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 March 12, 2019 and shall terminate on March 13, 2020. 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 \_\_\_\_\_

\_\_\_\_\_

## 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.

# **EMERGENCY DEPARTMENT PHYSICIAN AGREEMENT**

This Emergency Department Physician Agreement (“Agreement”) is made by Southern Inyo Healthcare District (“District”) and Adria Elene Ottoboni, M.D. (“PHYSICIAN”), as of March 12, 2019.

## **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 and 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 March 12, 2019 and shall terminate on March 13, 2020. 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 \_\_\_\_\_

\_\_\_\_\_

## 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.

# EMERGENCY DEPARTMENT PHYSICIAN AGREEMENT

This Emergency Department Physician Agreement (“Agreement”) is made by Southern Inyo Healthcare District (“District”) and Jasiri Kennedy, M.D. (“PHYSICIAN”), as of March 12, 2019.

## 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 and 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 March 12, 2019 and shall terminate on March 13, 2020. 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 \_\_\_\_\_

\_\_\_\_\_

## 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.

**STAFF MEMORANDUM**

**TO:**    SIHD Board of Directors

**FROM:** Culp HR Manager

**SUBJECT:** Voluntary Payroll Deduction for Donation to Southern Inyo Hospital Salvation

**MEETING DATE:** March 12 2019

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**Purpose:**

Southern Inyo Hospital Salvation would like to allow employees to make voluntary donations through payroll. This is a voluntary deduction and SIHD will not promote nor encourage these donations.

**Impacts:**

**Fiscal:**

Employees would be able to select an amount to be deducted from paycheck every two weeks. This amount will be deducted after taxes.

**Regulatory:** Under California law, an employer may deduct from an employee's wages if the employee has authorized it in writing and is this for an authorized purpose not related to any SIHD requirement. These donations are to be taken out after taxes.

**Environmental:** No

**Legal Review:** Reviewed by counsel Yes / No. Issues:

**Recommended Action:**

TITLE: **Employee Donations Through Payroll Deductions**

DEPARTMENT: **HUMAN RESOURCES**

PAGE 1 of 2

**SCOPE:** All SIHD Employee's

**POLICY:** Employee's may, in their sole discretion, donate to a charity of their choice to be deducted from their paycheck. All donations are taken out of the paycheck after taxes have been deducted. Employees may wish to consult with their tax advisor prior to scheduling a payroll deduction.

**PROCEDURE:** Requests must be made in writing on the designated contribution form and turned into the SIHD Human Resources Office. Donations are deducted from the employee's paycheck after taxes. Any changes or cancelation of a donation must be made in writing and received a week before the deduction is to be made. This donation is purely a voluntary decision on the part of the employee and not related to, required, or encouraged by their employment with SIHD.

**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:	

SIHD#

New/Revised

File name:



**Payroll Deduction Authorization Form**

**For Southern Inyo Hospital Salvation Donation**

**To contribute, please complete this form, print, sign and return to Southern Inyo Healthcare District**

**Attention: Payroll Department / Human Resources**

Employee Name: \_\_\_\_\_

Employee ID #: \_\_\_\_\_ Work Site: \_\_\_\_\_

I would like to contribute to the Southern Inyo Hospital Salvation through payroll deduction. I understand that this deduction will begin immediately and continue until I provide written instructions to the SIHD's Payroll Department or Human Resources to cancel or make changes.

\$\_\_\_\_ per pay period     \$2 per pay (\$4.00 Monthly)     \$5 per pay (\$10.00 Monthly)  
 \$10 per pay (\$20 monthly)     \$20 per pay (\$40.00 Monthly)

Signature:

**STAFF MEMORANDUM**

**TO:** Board of Directors

**FROM:** Chet Beedle

**SUBJECT:** Reestablish LAIF Account

**MEETING DATE:** March 8, 2019

---

**Purpose:**

The purposes of reestablishing a LAIF account with the California State Treasurer's Office is as follows:

1. Safeguard the assets of the Public Organization.
2. Reactivate a reserve account that is already in existence for SIHD.
3. Reactivate an account that meets the guidelines for an investment account for California public entities.
4. Reactivate an account for establishment of an investment account for SIHD for present and future reserve purposes.

**Impacts:**

Fiscal: Establishes an investment account that can be used for Board designated reserves and/or restricted access, which provides one of the highest yields available due to the bundling of public investments into a single fund.

Regulatory: LAIF meets the criteria established for investment vehicles for public entities, including special healthcare districts.

Environmental: N/A

Legal: No special review before regular Board meeting due to LAIF being an established approved investment vehicle in California.

**Recommended Action:**

Approve an investment vehicle for reserve funds for SIHD with limited access and to be used only for specific purposes as established and approved by the SIHD Board of Directors.



**California State Treasurer's Office  
Local Agency Investment Fund (LAIF)**

**Authorization for Transfer of Funds**

Effective Date  
03/12/2019

Agency Name  
SOUTHERN INYO HEALTHCARE DISTRICT

LAIF Account #  
20-14-001

Agency's LAIF Resolution # 19-3 or Resolution Date 03/12/2019

**ONLY** the following individuals whose names appear in the table below are hereby authorized to order the deposit or withdrawal of funds in LAIF. **This authorization REPLACES AND SUPERSEDES all prior authorizations on file with LAIF for the transfer of funds.**

Name	Title
BRIAN COTTER	CEO
CHESTER BEEDLE	FINANCIAL CONSULTANT
JAQUE HICKMAN	PRESIDENT- BOARD OF DIRECTORS
RICHARD FEDCHENKO	DIRECTOR- BOARD OF DIRECTORS

**Two authorized signatures required.** Each of the undersigned certifies that he/she is authorized to execute this form under the agency's resolution, and that the information contained herein is true and correct.

Signature  
JAQUE HICKMAN

---

Print Name  
PRESIDENT

---

Title  
760-937-4233

---

Telephone

Signature  
CARMA ROPER

---

Print Name  
SECRETARY

---

Title  
760-937-1028

---

Telephone

Please provide email address to receive LAIF notifications.

Name	Email
BRIAN COTTER	BCOTTER@SIHD.ORG
MARITZA PERKINS	MPERKINS@SIHD.ORG

**Mail completed form to: State Treasurer's Office  
Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001**

**RESOLUTION NUMBER 19-3**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF SOUTHERN INYO HEALTHCARE DISTRICT  
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND**

**WHEREAS**, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the Board of Directors hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Government Code Section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the **Southern Inyo Healthcare District**;

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby authorizes the deposit and withdrawal of **Southern Inyo Healthcare District** monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code Section 16429.1 et. seq. for the purpose of investment as provided therein.

**BE IT FURTHER RESOLVED**, as follows:

Section 1. The following **Southern Inyo Healthcare District** officers holding the title(s) specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Brian Cotter, CEO \_\_\_\_\_

Richard Fedchenko, Director \_\_\_\_\_

Jaque Hickman, President \_\_\_\_\_

Chester Beedle, Financial Consultant \_\_\_\_\_

Section 2. This resolution shall remain in full force and effect until rescinded by the Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED THIS 12th DAY OF March 2019 by the following vote:

AYES  
NOES  
ABSTENTION  
ABSENT

\_\_\_\_\_  
Jaque Hickman, President

ATTEST:  
Director

by \_\_\_\_\_  
Carma Roper

## STAFF MEMORANDUM

**TO:** Board of Directors

**FROM:** Human Resources Roxanne C & Maritza P

**SUBJECT:** Open Enrollment Employee Medical, Dental & Dental Benefits

**MEETING DATE:** March 12, 2019

---

**Purpose:**

Our company's Medical insurance will be renewing with Blue Shield of CA effective April 1, 2019. There are no changes to the current medical plan design. Blue Shield gave us a 5.5% annual renewal rate increase that will begin effective April 1<sup>st</sup>. With concerns this past year, we found a new carrier that is able to offer us a better plan design that will also cost employees less per pay period. The Guardian and Vision Service Plan (VSP) will be our new Dental & Vision providers, effective April 1, 2019.

**Impacts:**

Fiscal: 5% annual increase to be split between hospital and employee as SIHD covers 50% of the employee only medical coverage. Employees will see a savings in dental and vision.

Regulatory: [any laws/regulations implicated by action []]

Environmental: Env. study Yes / No

Legal Review: Reviewed by counsel Yes / No. Issues:

**Recommended Action:**

*Approve renewal of Blue Shield of California & Employee voluntary Dental and vision changes.*

Southern Inyo Healthcare District

MEDICAL

April 1, 2019

		CURRENT Blue Shield of CA		RENEWAL Blue Shield of CA		PROPOSED Anthem Blue Cross Silver PPO 40/1500/40%	
		PPO / NON-PPO		PPO / NON-PPO		PPO / NON-PPO	
<b>Deductible</b>	<i>Individual:</i>	\$1,700 / \$3,400		\$1,700 / \$3,400		\$1,500 / \$3,000	
	<i>Family:</i>	\$3,400 / \$6,800		\$3,400 / \$6,800		\$3,000 / \$6,000	
<b>Out-of-Pocket Maximum</b>	<i>Individual:</i>	\$7,000 / \$14,000		\$7,000 / \$14,000		\$7,600 / \$15,200	
	<i>Family:</i>	\$10,000 / \$20,000		\$10,000 / \$20,000		\$15,200 / \$30,400	
<b>Office Visits</b>	<i>Primary Care Physician:</i>	\$55 / 50% after ded.		\$55 / 50% after ded.		\$40 / 50% after ded.	
	<i>Specialist:</i>	\$70 / 50% after ded.		\$70 / 50% after ded.		\$70 / 50% after ded.	
<b>Urgent Care</b>		\$55 / 50% after ded.		\$55 / 50% after ded.		\$70 / 50% after ded.	
<b>Outpatient Surgery</b>		35% after ded. / 50% after ded.		35% after ded. / 50% after ded.		40% after ded. / 50% after ded.	
<b>Emergency Room</b>		\$250/visit + 35% after ded.		\$250/visit + 35% after ded.		\$250/visit + 40% after ded.	
<b>Hospitalization</b>	<i>Copay per Admission:</i>	None / None		None / None		None / None	
	<i>Hospital Charges:</i>	35% after ded. / 50% after ded.		35% after ded. / 50% after ded.		40% after ded. / 50% after ded.	
<b>Prescription Drugs</b>		\$300 ind / \$600 fam ded.		\$300 ind / \$600 fam ded.		\$400 ind / \$800 fam ded.	
	<i>Generic or Tier 1:</i>	\$15 (ded. waived)		\$15 (ded. waived)		\$5/\$20 (ded. waived)	
	<i>Brand or Tier 2:</i>	\$50		\$50		\$50	
	<i>Non-Formulary or Tier 3:</i>	\$75		\$75		\$90	
	<i>Specialty or Tier 4:</i>	30% up to \$250		30% up to \$250		30% up to \$250	
<b>Total Monthly Premium</b>		<b>Employee</b>	<b>Dependent</b>	<b>Employee</b>	<b>Dependent</b>	<b>Employee</b>	<b>Dependent</b>
<b>Total Annual Premium</b>		\$18,366.52	\$6,154.91	\$19,350.94	\$6,518.54	\$20,639.73	\$6,590.75
<b>Annual Cost Variance</b>		\$220,398.24	\$73,858.92	\$232,211.28	\$78,222.48	\$247,676.76	\$79,089.00
<b>Percentage Variance</b>				\$11,813.04	\$4,363.56	\$27,278.52	\$5,230.08
<b>Annual Combined Cost-Current</b>		\$294,257.16					
<b>Annual Combined Cost-Renewal</b>				\$310,433.76		\$326,765.76	
<b>Annual Cost Variance</b>				\$16,176.60		\$32,508.60	
<b>Percentage Variance</b>				5.50%		11.05%	
		<b>Employee</b>	<b>Dependent</b>	<b>Employee</b>	<b>Dependent</b>	<b>Employee</b>	<b>Dependent</b>
<b>Name</b>	<b>Age</b>	<b>Status</b>					
Avilene Betancourt	21	EE	\$341.09		\$351.65		\$375.07
Marya Bridges	40	EC	\$435.91	\$260.93	\$449.41	\$269.01	\$479.34
Brian Cottner	52	Fam	\$636.13	\$1,764.10	\$686.42	\$1,886.59	\$732.14
Bernadette Crowl	45	EE	\$476.50		\$507.78		\$541.60
Roxanne Culp	45	EC	\$492.53	\$320.96	\$507.78	\$341.10	\$541.60
Mildred Davis	62	EE	\$958.45		\$1,010.29		\$1,077.58
Jacqueline Diego	46	EE	\$492.53		\$527.47		\$562.61
Stephanie Esparza	36	EE	\$416.81		\$432.53		\$461.34
Stephen Fine	55	EE	\$760.62		\$784.18		\$836.41
Yarenith Hernandez	47	EE	\$511.63		\$549.63		\$586.23
Shannon Jimerson	46	Fam	\$492.53	\$683.20	\$527.47	\$707.17	\$562.61
Tambria Kalenowski	26	EC	\$342.45	\$260.93	\$360.09	\$269.01	\$384.07
Denise Kreuzer	64	EE	\$1,006.89		\$1,054.95		\$1,125.21
Krystal Molina	27	EE	\$349.27		\$368.53		\$393.07
Maria Montoya	65	EE	\$1,023.26		\$1,054.95		\$1,125.21
Alexis Moore Stowell	22	EE	\$341.09		\$351.65		\$375.07
Barry Ogston	54	EE	\$728.22		\$750.77		\$800.77
Sulochanaben Patel	29	ES	\$370.76	\$403.51	\$393.50	\$421.28	\$419.70
Michael Perez	60	EE	\$887.85		\$954.38		\$1,017.94
Maritza Perkins	40	ES	\$430.45	\$416.81	\$449.41	\$432.53	\$479.34
Carlos Quezada Castillo	30	EE	\$381.68		\$399.12		\$425.70
Brizette Ramirez	23	EE	\$341.09		\$351.65		\$375.07
Guadalupe Roldan	45	EE	\$476.50		\$507.78		\$541.60
Edwin Roldan	46	EE	\$492.53		\$527.47		\$562.61
Jeffrey Sheffield	50	EE	\$581.89		\$628.05		\$669.88
Ramona Siddens	51	EE	\$609.18		\$655.83		\$699.51
Daniel Smith	48	EE	\$533.12		\$574.95		\$613.24
Petrina Spina	47	EE	\$511.63		\$549.63		\$586.23
Wendy Stell	45	EE	\$476.50		\$507.78		\$541.60
Regina Symons	47	FAM	\$593.12	\$1,131.04	\$549.63	\$1,240.29	\$586.23
Sarah Trinidad	30	EE	\$381.68		\$399.12		\$425.70
Angela Vasquez	27	EC	\$349.27	\$260.93	\$368.53	\$269.01	\$393.07
Francisco Vidrio	36	EE	\$416.81		\$432.53		\$461.34
Jacob Walker	26	EE	\$342.45		\$360.09		\$384.07
Stacey Young	42	EC	\$444.10	\$652.50	\$465.94	\$682.55	\$496.97

Please note this is a summary of benefits and rates only. Please see actual plan brochure for complete details.

## Southern Inyo Healthcare District VOLUNTARY DENTAL

April 1, 2019		CURRENT ANTHEM BLUE CROSS PPO / NON-PPO	PROPOSED GUARDIAN * PPO / NON-PPO	PROPOSED GUARDIAN ** PPO / NON-PPO	PROPOSED UNITED CONCORDIA PPO / NON-PPO
Non-Network Reimbursement		80th UCR	90th UCR	90th UCR	90th UCR
Deductible					
<i>Individual:</i>		\$50 / \$50	\$50 / \$50	\$50 / \$50	\$50 / \$50
<i>Family:</i>		\$150 / \$150	\$150 / \$150	\$150 / \$150	\$150 / \$150
Waived for Preventive:		Yes	Yes	Yes	Yes
Maximum					
<i>General Dentistry (Annual):</i>		\$1,500 / \$1,500	\$1,500 / \$1,500	\$1,500 / \$1,500	\$1,500 / \$1,500
<i>Orthodontia (Lifetime):</i>		\$1,500 (children only)	\$1,500 (children only)	\$1,500 (children only)	\$1,500 (children only)
Preventive / Diagnostic		100% / 100%	100% / 100%	100% / 100%	100% / 100%
Restorative (Fillings)		80% / 80%	80% / 80%	80% / 80%	80% / 80%
Oral Surgery		80% / 80%	80% / 80%	80% / 80%	80% / 80%
Endodontics		80% / 80%	80% / 80%	80% / 80%	80% / 80%
Periodontics		80% / 80%	80% / 80%	80% / 80%	80% / 80%
Crowns & Bridges		50% / 50%	50% / 50%	50% / 50%	50% / 50%
Orthodontia		50% / 50%	50% / 50%	50% / 50%	50% / 50%
<b>Cost Summary</b>					
Single	14	\$55.20	\$37.90	\$39.04	\$39.90
With Spouse	4	\$112.60	\$77.13	\$79.44	\$96.20
With Child(ren)	7	\$123.82	\$99.14	\$102.11	\$102.00
Family	3	\$185.37	\$147.69	\$152.12	\$160.90
Total Monthly Premium	28	\$2,646.05	\$1,976.17	\$2,035.46	\$2,140.10
Total Annual Premium		\$31,752.60	\$23,714.04	\$24,425.46	\$25,681.20
Annual Cost Variance			(\$8,038.56)	(\$7,327.14)	(\$6,071.40)
Percentage Variance			-25.32%	-23.08%	-19.12%
Rate Guarantee		7/1/2019	24 Months	24 Months	24 Months

\* These rates are packaging Guardian Dental and VSP through Guardian

\*\* Rates are for stand alone Guardian Dental only

Please note this is a summary of benefits and rates only. Please see actual plan brochure for complete details.



# Southern Inyo Healthcare District VOLUNTARY DENTAL

April 1, 2019		CURRENT ANTHEM BLUE CROSS PPO / NON-PPO	PROPOSED GUARDIAN * PPO / NON-PPO	GUARDIAN ** PPO / NON-PPO	PROPOSED UNITED CONCORDIA PPO / NON-PPO
Non-Network Reimbursement		80th UCR	90th UCR	90th UCR	90th UCR
Deductible		\$50 / \$50 \$150 / \$150 Yes	\$50 / \$50 \$150 / \$150 Yes	\$50 / \$50 \$150 / \$150 Yes	\$50 / \$50 \$150 / \$150 Yes
Maximum					
General Dentistry (Annual):		\$1,500 / \$1,500	\$2,000 / \$2,000	\$2,000 / \$2,000	\$2,000 / \$2,000
Orthodontia (Lifetime):		\$1,500 (children only)	\$1,500 (children only)	\$1,500 (children only)	\$1,500 (children only)
Preventive / Diagnostic		100% / 100%	100% / 100%	100% / 100%	100% / 100%
Restorative (Fillings)		80% / 80%	80% / 80%	80% / 80%	80% / 80%
Oral Surgery		80% / 80%	80% / 80%	80% / 80%	80% / 80%
Endodontics		80% / 80%	80% / 80%	80% / 80%	80% / 80%
Periodontics		80% / 80%	80% / 80%	80% / 80%	80% / 80%
Crowns & Bridges		50% / 50%	50% / 50%	50% / 50%	50% / 50%
Orthodontia		50% / 50%	50% / 50%	50% / 50%	50% / 50%
<b>Cost Summary</b>					
Single	14	\$55.20	\$40.67	\$41.89	\$41.10
With Spouse	4	\$112.60	\$82.55	\$85.03	\$99.20
With Child(ren)	7	\$123.82	\$104.48	\$107.61	\$104.70
Family	3	\$185.37	\$156.17	\$160.86	\$165.40
Total Monthly Premium	28	\$2,646.05	\$2,099.45	\$2,162.43	\$2,201.30
Total Annual Premium		\$31,752.60	\$25,193.40	\$25,949.20	\$26,415.60
Annual Cost Variance			(\$6,559.20)	(\$5,803.40)	(\$5,337.00)
Percentage Variance			-20.66%	-18.28%	-16.81%
Rate Guarantee		7/1/2019	24 Months	24 Months	24 Months

# Southern Inyo Healthcare District VOLUNTARY VISION

April 1, 2019	CURRENT ANTHEM BLUE CROSS	PROPOSED EYEMED	PROPOSED GUARDIAN (VSP) *
<b>Copay</b>			
<b>Examination:</b>	\$10	\$10	\$10
<b>Materials:</b>	\$25	\$25	\$25
<b>Service Availability</b>			
<b>Examinations:</b>	Service Frequency		
<b>Lenses:</b>	Once every 12 months	Once every 12 months	Once every calendar year
<b>Frames:</b>	Once every 12 months	Once every 12 months	Once every calendar year
<b>Frames:</b>	Once every 12 months	Once every 12 months	Once every calendar year
<b>Network Physicians</b>			
<b>Examination:</b>	Plan Pays after copay		
<b>Standard Lenses:</b>	100%	100%	100%
<b>Frames:</b>	100%	100%	100%
<b>Frames:</b>	\$130 allowance	\$130 allowance	\$130 allowance
<b>Frames:</b>	\$130 allowance	\$130 allowance	\$130 allowance
<b>Contact Lenses (Necessary):</b>	100%	100%	100%
<b>Contact Lenses (Elective):</b>	\$130 allowance	\$130 allowance	\$130 allowance
<b>Non-Network Physicians</b>			
<b>Examination:</b>	Maximum Amount Plan Pays		
<b>Standard Lenses</b>	\$42 allowance	\$50 allowance	\$39 allowance
<b>(Single, bifocal, &amp; trifocal):</b>	\$40/\$60/\$80 allowance	\$50/\$70/\$90 allowance	\$23/\$37/\$49 allowance
<b>Frames:</b>	\$45 allowance	\$98 allowance	\$46 allowance
<b>Frames:</b>	\$210 allowance	\$210 allowance	\$210 allowance
<b>Frames:</b>	\$60 allowance	\$130 allowance	\$100 allowance
<b>Contact Lenses (Necessary)</b>			
<b>Contact Lenses (Elective):</b>			
<b>Cost Summary</b>			
<b>Single</b>	15	\$10.77	\$10.18
<b>With Spouse</b>	4	\$18.32	\$17.13
<b>With Child(ren)</b>	7	\$17.45	\$17.47
<b>Family</b>	3	\$27.64	\$27.65
<b>Total Monthly Premium</b>	29	\$439.90	\$426.46
<b>Total Annual Premium</b>		\$5,278.80	\$5,117.52
<b>Annual Cost Variance</b>		(\$1,005.96)	(\$161.28)
<b>Percentage Variance</b>		-19.06%	-3.06%
<b>Rate Guarantee</b>		7/1/2019	24 Months
		48 Months	24 Months

\* Must be sold with dental.

Please note this is a summary of benefits and rates only. Please see actual plan brochure for complete details.



# Southern Inyo Healthcare District

## MEDICAL

April 1, 2019

		CURRENT Blue Shield of CA	RENEWAL Blue Shield of CA	PROPOSED Cal Choice Silver Anthem Blue Cross PPO B
		PPO / NON-PPO	PPO / NON-PPO	PPO / NON-PPO
<b>Deductible</b>	<i>Individual:</i>	\$1,700 / \$3,400	\$1,700 / \$3,400	\$1700 / \$3,400
	<i>Family:</i>	\$3,400 / \$6,800	\$3,400 / \$6,800	\$3,400 / \$6,800
<b>Out-of-Pocket Maximum</b>	<i>Individual:</i>	\$7,000 / \$14,000	\$7,000 / \$14,000	\$7,900 / \$15,800
	<i>Family:</i>	\$10,000 / \$20,000	\$10,000 / \$20,000	\$15,800 / \$31,600
<b>Office Visits</b>	<i>Primary Care Physician:</i>	\$55 / 50% after ded.	\$55 / 50% after ded.	\$45 / 50% after ded.
	<i>Specialist:</i>	\$70 / 50% after ded.	\$70 / 50% after ded.	\$90 / 50% after ded.
<b>Urgent Care</b>		\$55 / 50% after ded.	\$55 / 50% after ded.	\$90 / 50% after ded.
<b>Outpatient Surgery</b>		35% after ded. / 50% after ded.	35% after ded. / 50% after ded.	\$300 copay+35% / 50% after ded.
<b>Emergency Room</b>		\$250/visit + 35% after ded.	\$250/visit + 35% after ded.	\$300/visit + 35% after ded.
<b>Hospitalization</b>	<i>Copay per Admission:</i>	None / None	None / None	\$750 / None
	<i>Hospital Charges:</i>	35% after ded. / 50% after ded.	35% after ded. / 50% after ded.	None / 50% after ded.
<b>Prescription Drugs</b>		\$300 ind / \$600 fam ded.	\$300 ind / \$600 fam ded.	\$350 ind / \$700 fam ded.
	<i>Generic or Tier 1:</i>	\$15 (ded. waived)	\$15 (ded. waived)	\$5/\$20 (ded. waived)
	<i>Brand or Tier 2:</i>	\$50	\$50	\$50
	<i>Non-Formulary or Tier 3:</i>	\$75	\$75	
	<i>Specialty or Tier 4:</i>	30% up to \$250	30% up to \$250	30% up to \$250

**STAFF MEMORANDUM**

**TO:**                      Board of Directors

**FROM:**                Shannon Jimerson    CNO

**SUBJECT:**    Risk Management Survey Swing Bed, Acute Care, Emergency Room, Pharmacy, Radiology, Dietary, Physical Therapy and Medical Records. All inclusive of a California Department of Public Health and licensing survey.

**MEETING DATE:**

---

**Purpose:**

Recommended by CDPH to perform an annual outside Mock Survey to ensure compliance is met with CDPD and licensing. This will fulfill that recommendation and ensure that we are ready for our upcoming survey at the end of April 2019.

**Impacts:**

Fiscal: Cost is approximately 6,000.00

Regulatory: Recommended by Center of Medicare Services and CDPH licensing

Environmental: Env. study Yes / No

Legal Review: Reviewed by counsel Yes / No. Issues: recommended by Sally Emery and Administration

**Recommended Action:** Approve attached proposal and authorize Brian Cotter to sign the contract.



**HEALTHTECHS<sup>3</sup>**

strategy solutions support

---

# PROPOSAL FOR SOUTHERN INYO HEALTHCARE DISTRICT



5110 Maryland Way, Suite 200  
Brentwood, TN 37027  
Phone: 615.309.6053  
[www.healthtechs3.com](http://www.healthtechs3.com)



March 1, 2019

Brian Cotter, CEO  
Southern Inyo Healthcare District  
501 E. Locust Street  
Lone Pine, CA 93545

Dear Mr. Cotter:

Please find attached a proposal for a mock survey as requested by Shannon Jimmerson, CNO.

I understand you are looking for a mock survey as quickly as possible. My first available date is the week of March 18<sup>th</sup>.

If you have any questions about the proposal, please feel free to contact me at 360-584-9868.

Sincerely,

*Carolyn St.Charles*

Carolyn St.Charles, RN, BSN, MBA  
Regional Chief Clinical Officer  
HealthTechS3

## SCOPE OF SERVICE

HealthTechS3 will conduct a mock survey to assess the Hospital's readiness to comply with the Critical Access Hospital Conditions of Participation. The survey will include:

- Review of each clinical and clinical support department
- Review of patient medical records using the tracer methodology
- Review of selected policies and procedures
- Review of Swing Bed program
- System tracers, including:
  - Infection Control
  - Quality and Performance Improvement
  - Human Resources
  - Medical Staff Credentialing and Privileging
  - Medication Management
  - Laboratory Waive Testing and Blood Administration
- Review of Life Safety, Emergency Management, and the Environment of Care

At the conclusion of the on-site review, HealthTechS3 will hold an exit conference with the CEO and other designated individuals to review findings.

A written report will be provided within 2 weeks of completion of the survey. The report will include the applicable regulatory standard and findings related to that standard.

FEES

MOCK SURVEY	
3-Day Survey by one nurse surveyor	Included
Written report formatted as an action plan	Included
1-hour educational program on-site or by webinar, if requested	Included
Telephone and e-mail support	Included
<b>FEE</b>	<b>\$5,775</b>

*In addition, Southern Inyo Healthcare District will reimburse HealthTechS3 for any expenses incurred by HealthTechS3 or its subcontractor while performing any on-site services related to the mock survey, including without limitation travel, lodging, meals, local transportation and out-of-pocket costs and expenses*



## APPENDIX 1

### CONSULTANT

#### Carolyn St. Charles, MBA, BSN, RN, Regional Chief Clinical Officer, HealthTechS3

Carolyn St.Charles has more than 30 years' experience in healthcare. She is the author of two resource guides on developing and implementing the Balanced Scorecard and has been a national speaker on using metrics to improve performance. In her role as Regional Chief Clinical Officer, St. Charles works collaboratively with senior leaders, providers, and clinical staff to develop and implement sustainable strategies for improving financial and clinical outcomes. Her areas of experience include organizational and clinical leadership; performance improvement and patient safety; clinical resource management; regulatory compliance; and continuous survey readiness.

St. Charles is the lead for HealthTechS3 community health needs assessment consulting. She is an author and speaker on the topic of community health needs assessment development and implementation.

St. Charles earned an Associate Degree in Nursing from Pima Community College in Tucson, Arizona, a Bachelor of Science degree in Nursing from Northern Arizona University and a Master of Business Administration from the University of Washington. She is a member of the American Organization of Nurse Executives, the Association for Community Health Improvement, the Case Management Society of America, and Phi Kappa Phi.

## APPENDIX 2

### REFERENCES

**Brie King, Director of Marketing and Business Development**

**Lincoln Health System**

1-6 Medical Center Blvd

Fayetteville, TN

Phone: (931) 438-7620

Email: [brie.king@lchealthsystem.com](mailto:brie.king@lchealthsystem.com)

**Tim McGlew, CEO**

**Kern Valley Healthcare District**

6412 Laurel Avenue

Mountain Mesa, CA 93240

Phone: (760) 379-2681

Email: [timothymcglew@kvhd.org](mailto:timothymcglew@kvhd.org)



**ORDER FORM**

The Master Services Agreement (“MSA”), as it may be amended from time to time and provided at <http://www.healthtechs3.com/print/HTS3-MSA.pdf>, describes the agreement between HealthTech Management Services, Inc.® d/b/a HealthTechS3® (“HTS3”) and the healthcare entity identified below (collectively with such entity’s affiliated facilities “Client” and together with HTS3 each a “Party”) for certain Services described in the Service Agreement(s) executed in connection herewith. Each Service Agreement, when fully executed by the Parties, is hereby fully incorporated into this Order Form by reference. The MSA sets forth the general legal terms governing the Services. This Order Form sets forth the Initial Term and, as set forth in the Service Agreement(s), the description of and compensation payable for such Services. Together, the MSA and this Order Form, including without limitation each Service Agreement, constitute the entire Agreement between the Parties.

This Agreement is effective as of March 1, 2019 (“Effective Date”) and has an Initial Term of one (1) year that may auto-renew according to Section 5 of the MSA. Capitalized terms not defined in this Order Form shall have the meanings ascribed to them in the MSA.

**CLIENT INFORMATION / INFORMATION FOR NOTICES:**

**Client’s Legal Entity Name (including d/b/a, if any):**

Southern Inyo Healthcare District

**Address:**

501 E. Locust Street  
Lone Pine, CA 93545

**Billing Contact:** \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax: \_\_\_\_\_

**Principal Contact re: Services:** \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

By signing below, on the dates indicated, each Party acknowledges that its authorized representative has read, understands and agrees to be bound by all of the terms and conditions of the Agreement and that the individual signing below on behalf of that Party has been properly authorized and empowered to enter into this Agreement.

**Southern Inyo Healthcare District**

**HealthTech Management Services, Inc.®  
d/b/a HealthTechS3®**

By (Signature): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name (Printed): Neil Todhunter

Title: President

Date: \_\_\_\_\_

For notice purposes, notify HTS3 at:

HealthTechS3  
5110 Maryland Way, Suite 200  
Brentwood, TN 37027, ATTN: President  
with a copy to “Legal Notices” at the same address



## Mock Survey Services Agreement

Pursuant to the Agreement by and between the undersigned Parties having an Effective Date of March 1, 2019 as documented on the Order Form attached hereto, the Parties hereby agree as set forth below. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

### 1. Mock Survey Services Description

Effective as of March 1, 2019 (the “Mock Survey Services Effective Date”) and during the Mock Survey Services Term (as defined below) HTS3 will share information and resources with Client to assist Client with determining Client’s survey readiness as a Critical Assess Hospital (CAH) using the CAH Conditions of Participation (CoP) as a guideline, including without limitation, the following (collectively the “Mock Survey Services”):

- (a) Review of clinical and clinical support departments.
- (b) Review of selected patient medical records using the tracer methodology.
- (c) Review of selected policies and procedures.
- (d) Review of swing bed program.
- (e) Perform system tracers, including:
  - i. Infection control
  - ii. Quality and performance improvement
  - iii. Human resources
  - iv. Medical staff credentialing and privileging
  - v. Medication management
  - vi. Laboratory waive testing and blood administration
- (f) Provide a general review of life safety, emergency management and the environment of care.
- (g) If requested by Client, provide a one-hour educational program for one group consisting of senior leaders, department managers, and representatives of the medical staff and governing board focusing on CAH Conditions of Participation and continuous survey readiness strategies.

- (h) Meet with the CEO and other designated individuals at the conclusion of the site visit to review HTS3's observations.
- (i) Within two weeks after the on-site visit, provide a written report summarizing HTS3's observations and recommendations for Client's consideration. Such report will be formatted as an action plan.
- (j) Provide telephone and e-mail consultation for up to one year following the on-site visit.

Notwithstanding anything to the contrary in the Agreement, for the avoidance of doubt, it is understood and agreed that the Mock Survey Services may include advice and recommendations, but the ultimate responsibility for decisions regarding Client's CAH survey preparedness and related processes, policies and procedures remains with the Client as owner and operator of its business and provided further that all decisions in connection with the implementation of any applicable review, advice, analysis, consultation or recommendations shall include business review only and shall not include legal or regulatory review or analysis, nor shall HTS3's Mock Survey Services be used to reach legal, regulatory or compliance conclusions.

## 2. Mock Survey Services Fees

- (a) Mock Survey Services Fee. As compensation for the Mock Survey Services set forth herein Client shall pay to HTS3 five thousand seven hundred seventy-five and no/100 dollars (\$5,775.00) ("Mock Survey Services Fee"). Such Mock Survey Services Fee shall be due and payable upon execution of this Mock Survey Services Agreement.
- (b) Reimbursable Expenses. For the avoidance of confusion, as set forth in the MSA, Client additionally will reimburse HTS3 fully for travel, lodging, meals, local transportation and out-of-pocket costs and expenses of HTS3 Personnel while performing on-site Mock Survey Services for Client ("Reimbursable Expenses"). Client shall pay any Reimbursable Expenses as set forth in the MSA.

## 3. Term and Termination of Mock Survey Services Agreement

- (a) Term. The Mock Survey Services Agreement shall begin on the Mock Survey Services Effective Date and continue for one (1) year ("Mock Survey Services Term"), unless sooner terminated in accordance with the terms hereof or the MSA. Except as set forth in the MSA termination of this Mock Survey Services Agreement shall not affect the validity or enforceability of any other Service Agreement between the Parties, and, unless otherwise properly terminated, each other Service Agreement shall remain in force and effect so as to reflect the agreement of the Parties.

*(Signatures follow on the next page)*

**4. Approvals**

The following persons are responsible for approvals and/or Changes to this Mock Survey Services Agreement.

**Southern Inyo Healthcare District**

**HealthTech Management Services, Inc.<sup>®</sup>  
d/b/a HealthTechS3<sup>®</sup>**

\_\_\_\_\_

Neil Todhunter, President

All other terms and conditions as agreed in the Agreement shall apply.

**Southern Inyo Healthcare District**

**HealthTech Management Services, Inc.<sup>®</sup>  
d/b/a HealthTechS3<sup>®</sup>**

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Printed Name

Neil Todhunter

\_\_\_\_\_  
Title

President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Shannon

I've outlined some options for your review. Will any of these work?

**1 – 2-Day On-Site Review - \$4,850 + Travel Expenses (Travel expenses typically range from \$1,000 - \$1,500)**

- Hospital review in preparation for State survey
- Review Swing Bed P&P / Admission and Discharge Notices (prior to visit)

**2 – 1-day Swing Bed Review – \$2,925 + Travel Expenses (Travel expenses typically range from \$1,000 - \$1,500)**

- Review of current Swing Bed records. My understanding you must have at least one Swing Bed patient before the State will review. Is that correct? Have you had any recent Swing Bed patients?
- Review Swing Bed P&P / Admission and Discharge Notices (prior to visit)

**3 – Remote review of Swing Bed P&P and Admission/Discharge Info - \$1,925 (Remote so no travel costs)**

*Carolyn*

*Carolyn St.Charles, RN, BSN, MBA  
HealthTechS3  
Regional Chief Clinical Officer  
4434 3<sup>rd</sup> Avenue NW – Olympia, Wa 98502  
Office: 360-584-9868  
Cell: 206-605-3748*

*Privacy Act*

*This message and any attachment is intended only for the named recipient and may contain information that is confidential or otherwise exempt from disclosure under the Freedom of Information Act.*

**STAFF MEMORANDUM**

**TO:** Board of Directors

**FROM:** Shannon Jimerson CNO

**SUBJECT:** BETA Healthcare Group Funds/ Risk Management

**MEETING DATE:**

---

**Purpose:**

BETA allows reimbursement up to 2,500.00 annually to be spent on courses and material related to Risk management. Sally Emery and Vicki Torix recommend the following resources:

California Hospital Association  
Compliance Manual  
Survey Manual  
Consent Manual  
Emergency Medical Treatment and Labor Act/EMTALA Manual  
Workplace Violence Prevention Manual  
Records & Data Retention Manual

**Impacts:**

Fiscal: BETA will reimburse up to 2,500.00. Total purchase is 2,741.95. Leaving the District paying 241.95

Regulatory: CHA manuals are updated as the regulations and guidelines change.

Environmental: Env. study Yes / No

Legal Review: Reviewed by counsel Yes / No. Issues:

**Recommended Action:**

Approve proposal to purchase above manuals and allow Brian Cotter CEO to issue payment to CHA for 2741.95. Once receipt is provide it will be forwarded onto BETA for reimbursement up to 2500.00





# Order Form

Manual	Print manual			Individual PDF*			Print/PDF Bundle*			Total
	Member	Non-Member	Qty	Member	Non-Member	Qty	Member	Non-Member	Qty	
California Hospital Compliance Manual	\$270	\$580		\$270	\$580		\$340	\$730	1	730.00
California Hospital Survey Manual	\$195	\$290		\$195	\$290		\$195	\$290	1	290.00
California Health Information Privacy Manual	\$225	\$525		N/A	N/A		N/A	N/A		
California Hospital Financial Assistance Policies Manual	\$135	\$290		\$135	\$290		\$170	\$365		
The Cal/OSHA Safe Patient Handling Regulation	\$135	\$295		N/A	N/A		N/A	N/A		
Consent Manual	\$265	\$570		\$265	\$570		\$330	\$710	1	710.00
Discharge Planning for Homeless Patients	\$40	\$225		Free Download	\$225		N/A	\$290		
EMTALA—A Guide to Patient Anti-Dumping Laws	\$225	\$525	1							525.00
Healthcare Workplace Violence Prevention	\$235	\$335	1							335.00
Managing High Profile and Patient Care Conflict Situations	\$15	\$40		Free Download	N/A		N/A	N/A		
Mental Health Law	\$185	\$395		\$185	\$395		\$230	\$495		
Minors & Health Care Law	\$85	\$170								
Records and Data Retention Schedule	\$135	\$290		\$135	\$290		\$170	\$365	1	365.00

\*Electronic purchases are non-taxable, terms apply, see website for details. For information regarding posting a PDF to an intranet please contact Bob Mion at (916) 552-7508 or brmion@calhospital.org.

### Shipping Information (REQUIRED):

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Shipping Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail: (Required) \_\_\_\_\_

To charge your purchase:     VISA     MC     AMEX

Name on Card: \_\_\_\_\_  
 Card Number: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Authorizing Signature: \_\_\_\_\_

Subtotal (Print Products):

Subtotal (Electronic/PDF Products):

Quantity discount (all products):

On orders of 4 or more manuals, deduct 10%

On orders of 10 or more manuals, deduct 20%

Tax: California residents add 8.25% tax (Print Products Only)

Shipping: (Print Products Only)  
\$8.75 for first manual  
\$2.75 for each additional manual (maximum \$50)

FINAL TOTAL:

860.00  
 2,095  
 295.5  
 70.95  
 11.50  
 2741.95

### Three Ways to Order

Online: [www.calhospital.org/publications](http://www.calhospital.org/publications)

Mail: CHA Publications Sales  
1215 K Street, Suite 800 / Sacramento, CA 95814  
Make check payable to CAHHS/CHA

Fax: Complete this order form and fax with credit card information to (916) 552-7606



## STAFF MEMORANDUM

**TO:**    SIHD Board of Directors

**FROM:** Culp HR Manager, J Hinek DSD & G Symons DON

**SUBJECT:** CNA Training Class at Southern Inyo Beginning Mid-April

**MEETING DATE:** March 5 2019

---

**Purpose:**

SIHD has been awarded a Grant to host a CNA Training Class. This class is scheduled to begin Mid-April.

At this time we are in process of collecting applications and conducting interviews.

Students will be paid minimum wage while attending class and increase to CNA entry level rate when certification is received.

**Impacts:**

Fiscal: 8 students at 24 hours a week being paid \$12.00 an hour is approximately 23,040 for the 10 week course.

Back ground checks for 8 students approximately \$200.

10,000 in Grant money is to be used for uniforms, supplies, educational material.

Once students have completed their skill assessments they will be able to assist staff on the floor.

Regulatory: [*any laws/regulations implicated by action* []]

Environmental: Env. study Yes / No

Legal Review: Reviewed by counsel Yes / No. Issues:

**Recommended Action:**

Southern Inyo will develop a working contract /commitment agreement for an estimated time frame to be determined. (Such as a 6 month working obligation)

**Please see attached past agreements used by SIHD in 2013.**

Southern Inyo Healthcare District  
**CNA Certification Course Agreement**

This agreement is entered into by Southern Inyo Healthcare District and \_\_\_\_\_ (*print name*) on \_\_\_\_\_ (*date*). Having been accepted into the **CNA Certification Course** with the first day of instruction beginning on **June 21, 2010**.

I agree to, and fully understand the following:

- That this agreement does not change the 'at-will' relationship between SIHD and myself. I understand that this is in no way a guarantee of continued employment.
- I understand that the district will sponsor certain costs for the certification course (i.e. live scan fees, course materials, etc); however, I may be responsible for a portion of the costs.
- I understand that while the District will be supportive of my success in this venture, I, in turn will commit to employment at the District while enrolled in this educational program.
- I will attend class approximately 24-32 hours per week. Hours/shifts may vary based on course syllabus.
- I will be considered for continued employment by the District after successful completion of the course and will receive benefits according to employment status (Full Time, Part Time or Per Diem) and SIHD policies.
- In exchange for the above, I will commit to be available to the District for a minimum of two 12 hour shifts for six months after successful completion of the aforementioned program and California State licensure.
- For any reason, should I not complete six months of employment required under the terms of this agreement, I authorize the District to deduct the total monies paid on my behalf (i.e. live scan, course materials, etc) under the terms of this agreement, from my final paycheck. If there is not sufficient monies available at the time of my final check, I will pay the remaining amount due on the last day of my employment with the District.
- Should the District need to seek legal action to collect any monies owed to it, I will be responsible for additional costs including, but not limited to, attorney fees, court fees, interest, etc.

\_\_\_\_\_  
Employee Date

\_\_\_\_\_  
SNF Director of Nursing Date

\_\_\_\_\_  
Human Resources Manager Date

\_\_\_\_\_  
Chief Executive Officer Date

**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Chet Beedle  
**SUBJECT:** Declaration of Surplus Property  
**MEETING DATE:** March 8, 2019

---

**Purpose:**

The purpose of creating a declaration of surplus property for any furniture, fixtures or equipment by the District is to:

1. Safeguard the assets of the Public Organization.
2. Make sure that the Board collectively agree that an item is no longer of any value or use to the District.
3. Provide the financial information with which to update property logs of the District with the net realizable value of the item and any recovery.
4. Ensure that the District property has been handled within the guidelines for disposal of public property.

**Impacts:**

**Fiscal:** Indications are that the picture in question was donated to the District and the value of that donation was under the limit of \$5,000 to meet the IRS and OSHPD criteria for it to be logged and depreciated as a capital expenditure.

**Regulatory:** The regulatory impact is to insure that the picture in question is in fact, surplus in nature and has no use value to the District. Also, to insure that the Board has formally acknowledged that the item is surplus property and it's disposal is being handled properly.

**Environmental:** N/A

**Legal:** Small value item. No indication of legal review in advance of offer or presentation.

**Recommended Action:**

Approve sales of picture to Hospital Foundation Officer for amount offered at Finance

**RESOLUTION NO. 19-4**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
SOUTHERN INYO HEALTHCARE DISTRICT  
DECLARING CERTAIN PROPERTY SURPLUS TO  
THE NEEDS OF THE DISTRICT**

Whereas, Southern Inyo Healthcare District in the normal course of operations, and from time to time, has property that becomes surplus to the needs of the District; and

Whereas, the District is required to dispose of surplus property in accordance with law, including Health & Safety Code section 32121.2;

Now, therefore, the Board of Directors of Southern Inyo Healthcare District finds, declares, and resolves as follows:

(a) The property identified in Exhibit 1 attached hereto, and incorporated herein by reference, (the “Surplus Property”) is surplus property no longer suitable to the District’s needs.

(b) District staff is directed to dispose of the Surplus Property in a manner in the best interests of the District in accordance with law.

(c) District staff is authorized to determine which offer to acquire the Surplus Property is in the best interests of the District.

(d) If no offers are received staff is authorized to dispose of the Surplus Property in a manner that is in the best interests of the District in accordance with law.

(e) District staff shall report the results of the disposal of the property to the Board of Directors.

**PASSED, APPROVED AND ADOPTED** on March 12, 2019.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

## **EXHIBIT 1 - SURPLUS PROPERTY**

[list surplus property]

**TITLE: Cell Phone Reimbursement Policy**

**DEPARTMENT: Administration**

**PAGE 1 OF 1**

**SCOPE:**

PURPOSE:

Maintain compliance with California Labor Section Code 2802 requiring employers to reimburse employees for necessary work-related expenses.

POLICY:

Southern Inyo Health Care District recognizes that certain designated employees may occasionally be required to make work related telephone calls and send and receive business e-mail and text messages. Designated employees who are required to perform these functions as part of their job duties will receive reasonable reimbursement for the value of the use of their personal cell phones in direct consequence of the discharge of their job duties.

PROCEDURE:

The District will reimburse Designated Employees a flat amount of \$100 per month to reimburse employees who are regularly required to use their personal cell phones to perform their job duties. A copy of the employee's cell phone bill must be attached with the expense report.

All District employees are prohibited from using cell phones for personal calls, text messages or games during work time (except during meal and rest periods). Company policies concerning harassment, discrimination, retaliation, trade secrets, confidential information and ethics apply to employee use of personal cell phones. Employees are expected to protect personal devices used for work-related purposes from loss, damage or theft.

All District employees are expected to follow applicable local, state and federal laws and regulations at all times, including the use of hands-free devices while driving. Employees who are charged with traffic violations resulting from the use of their personal cell phones while driving will be solely responsible for all liabilities that result from such actions.

Employees who work in hazardous areas must refrain from using personal devices while at work in those areas, as such use can potentially be a major safety hazard.

DESIGNATED EMPLOYEES

Include, but are not limited to:

Chief Executive Officer

Chief Nursing Officer

Director of Facilities

Director of Nursing

Environmental Services Manager

Diagnostic Imaging Manager

Laboratory Manager

Other On-Call staff designated by Administration.

EXTERNAL REFERENCE:

**California Labor Section Code 2802.**

(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

**REFERENCES:**

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

SIHD#

New: 2/93 Revised: \_\_\_\_\_

File name: \_\_\_\_\_



# **BOARD OF DIRECTORS MEETING**

**March 12, 2019**

**Southern Inyo Healthcare District**



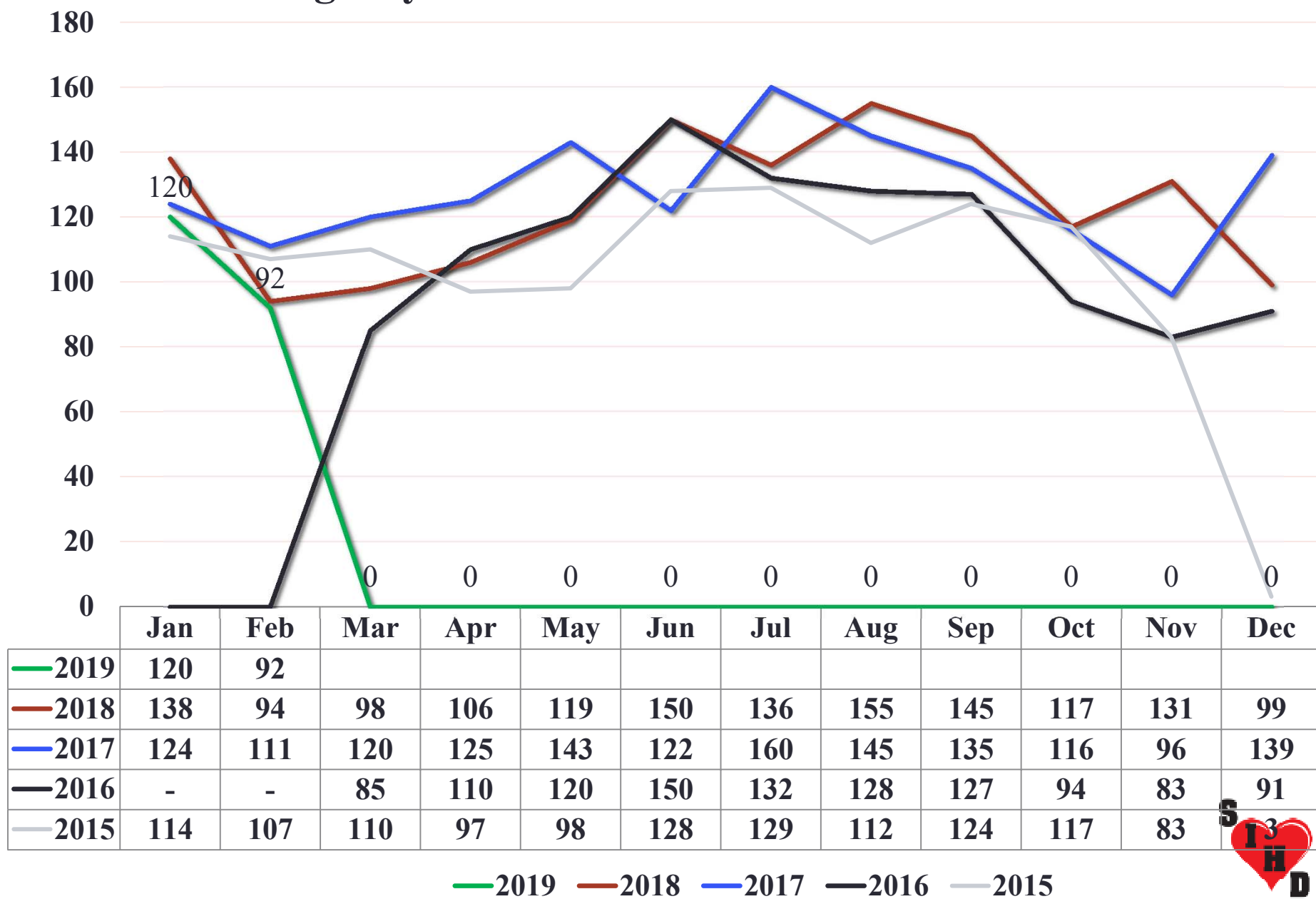
# Emergency Room Volume

## Average Visits Per Day

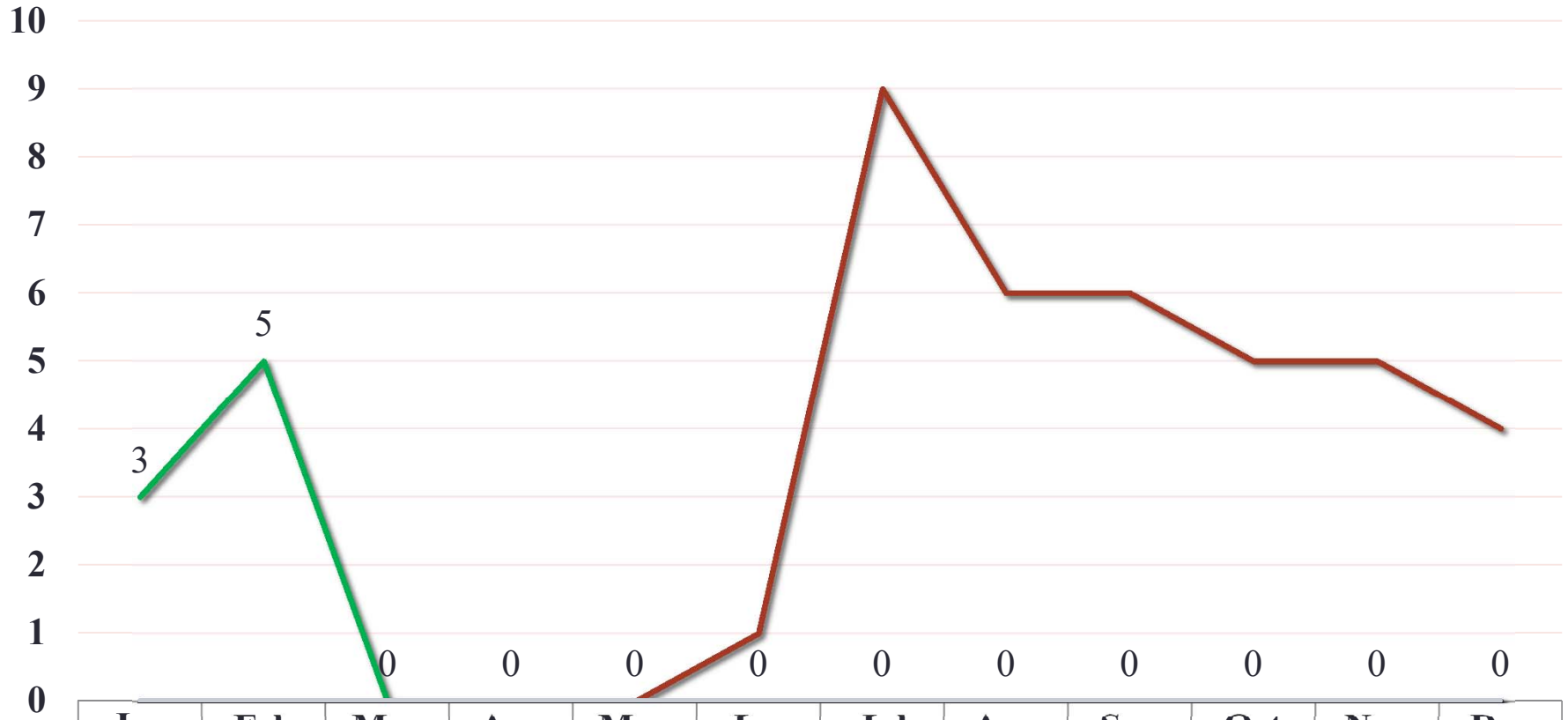
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>2019</b>	<b>3.87</b>	<b>3.28</b>										
<b>2018</b>	<b>4.46</b>	<b>3.36</b>	<b>3.17</b>	<b>3.54</b>	<b>3.84</b>	<b>5</b>	<b>4.39</b>	<b>5</b>	<b>4.83</b>	<b>3.78</b>	<b>4.37</b>	<b>4</b>
<b>2017</b>	4.4	3.9	3.8	4.2	4.6	4.1	5.2	4.7	4.5	3.7	3.2	4.49
<b>2016</b>	-	-	2.7	3.7	3.9	5.0	4.3	4.1	4.1	3.0	2.8	2.9
<b>2015</b>	3.7	3.8	3.5	3.2	3.2	4.3	4.2	3.6	4.1	3.8	2.8	0.1
<b>2014</b>	2.7	2.4	2.1	2.6	2.7	3.1	5.1	4.2	3.2	3.5	2.8	2.9
<b>2013</b>	2.9	2.4	2.5	2.2	2.8	3.3	3.4	3.0	3.3	2.0	2.3	2.1
<b>2012</b>	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



## Acute & Swing Room – Patients Per Month

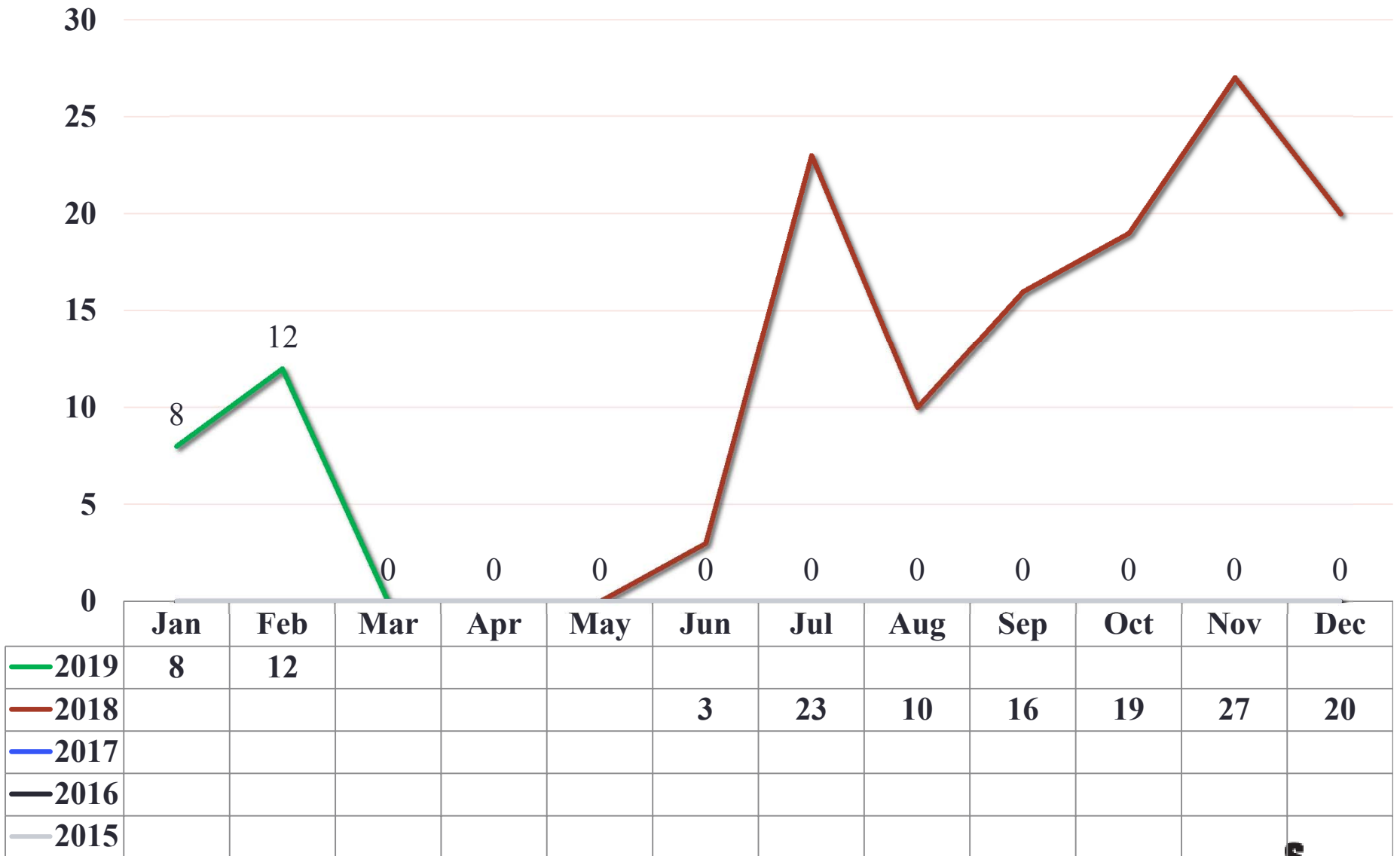


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	3	5	0	0	0	0	0	0	0	0	0	0
2018						1	9	6	6	5	5	4
2017												
2016												
2015												

— 2019   
 — 2018   
 — 2017   
 — 2016   
 — 2015



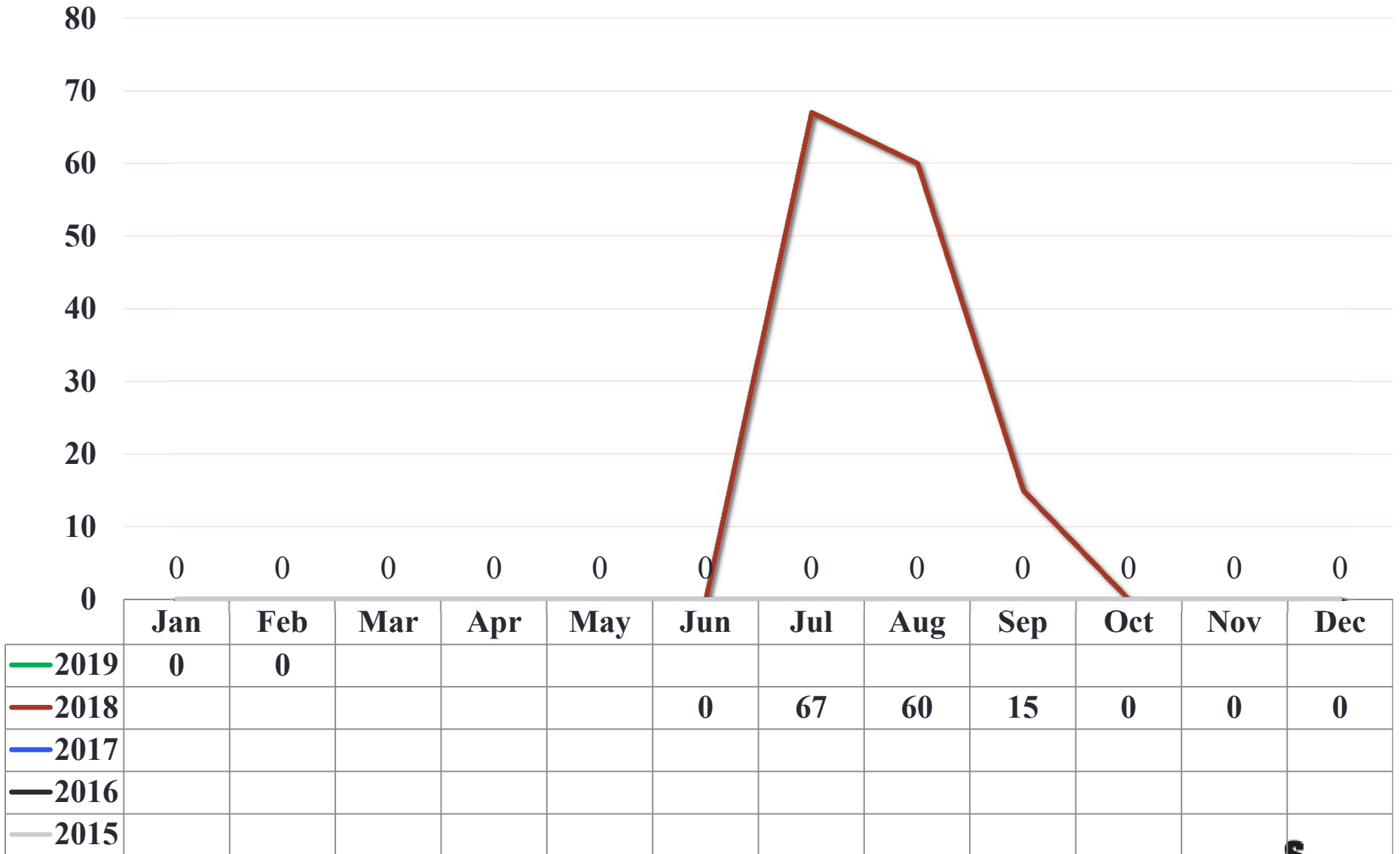
## Acute Room – Total Days in Acute



— 2019   
 — 2018   
 — 2017   
 — 2016   
 — 2015



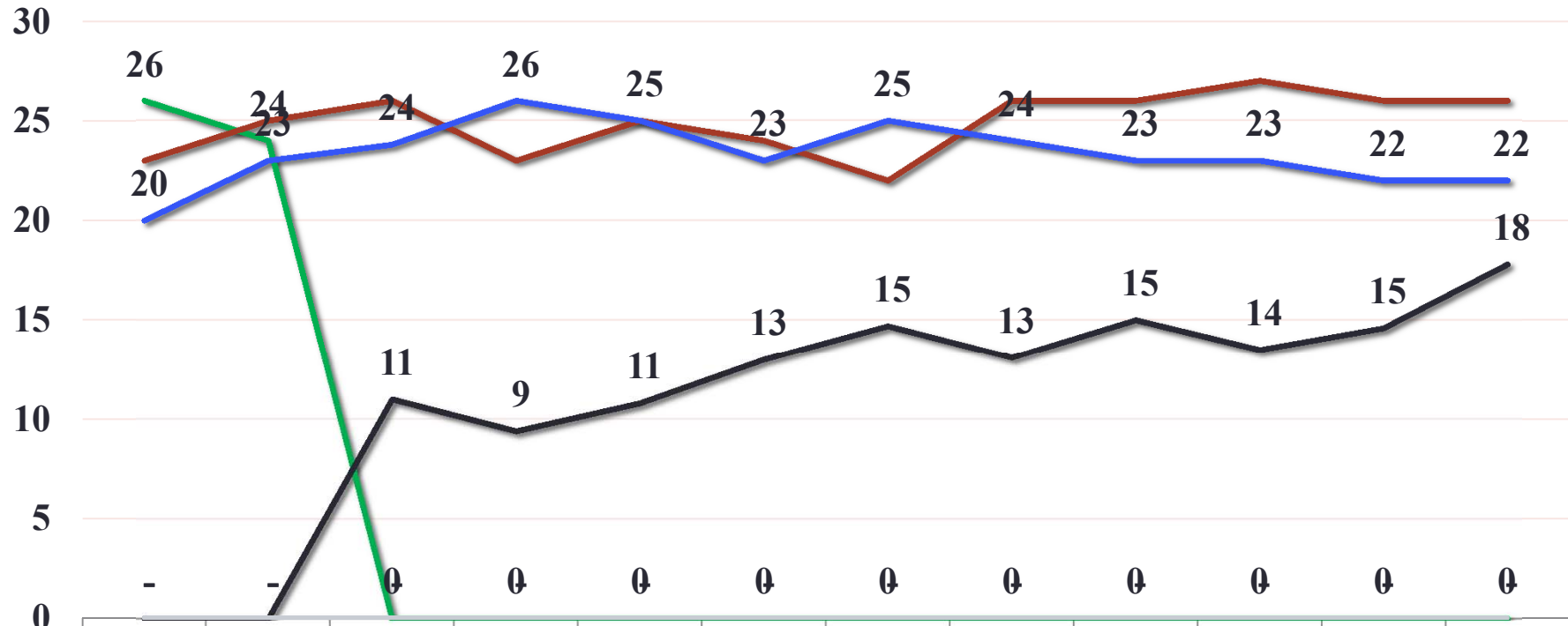
## Swing Bed Room – Total Days in Swing Bed



— 2019   
 — 2018   
 — 2017   
 — 2016   
 — 2015



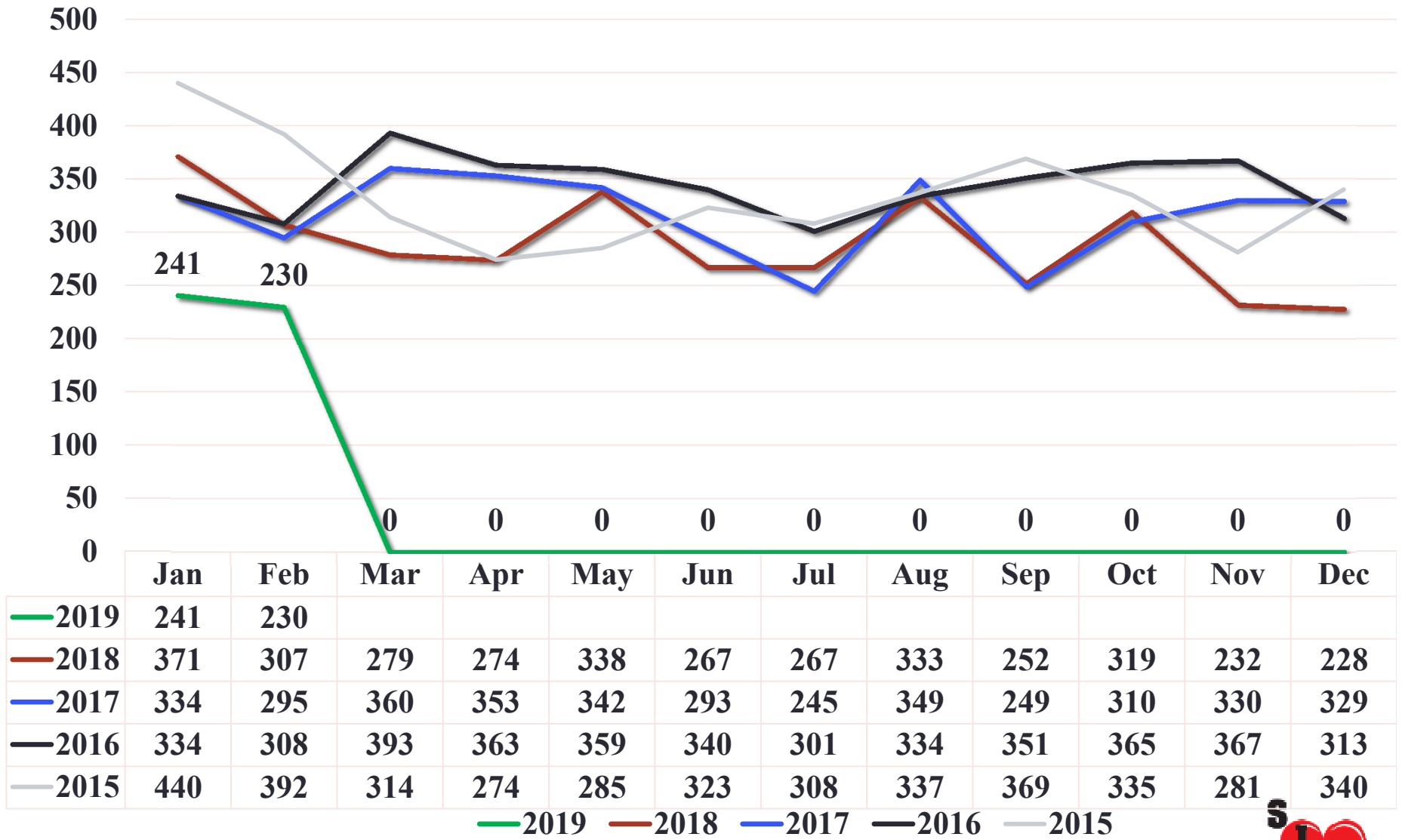
# Skilled Nursing Facility Volumes – Monthly Census



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	26	24										
2018	23	25	26	23	25	24	22	26	26	27	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	-	-	-	-	-	-	-	-	-	-	-	-

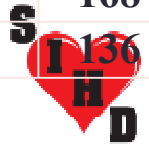
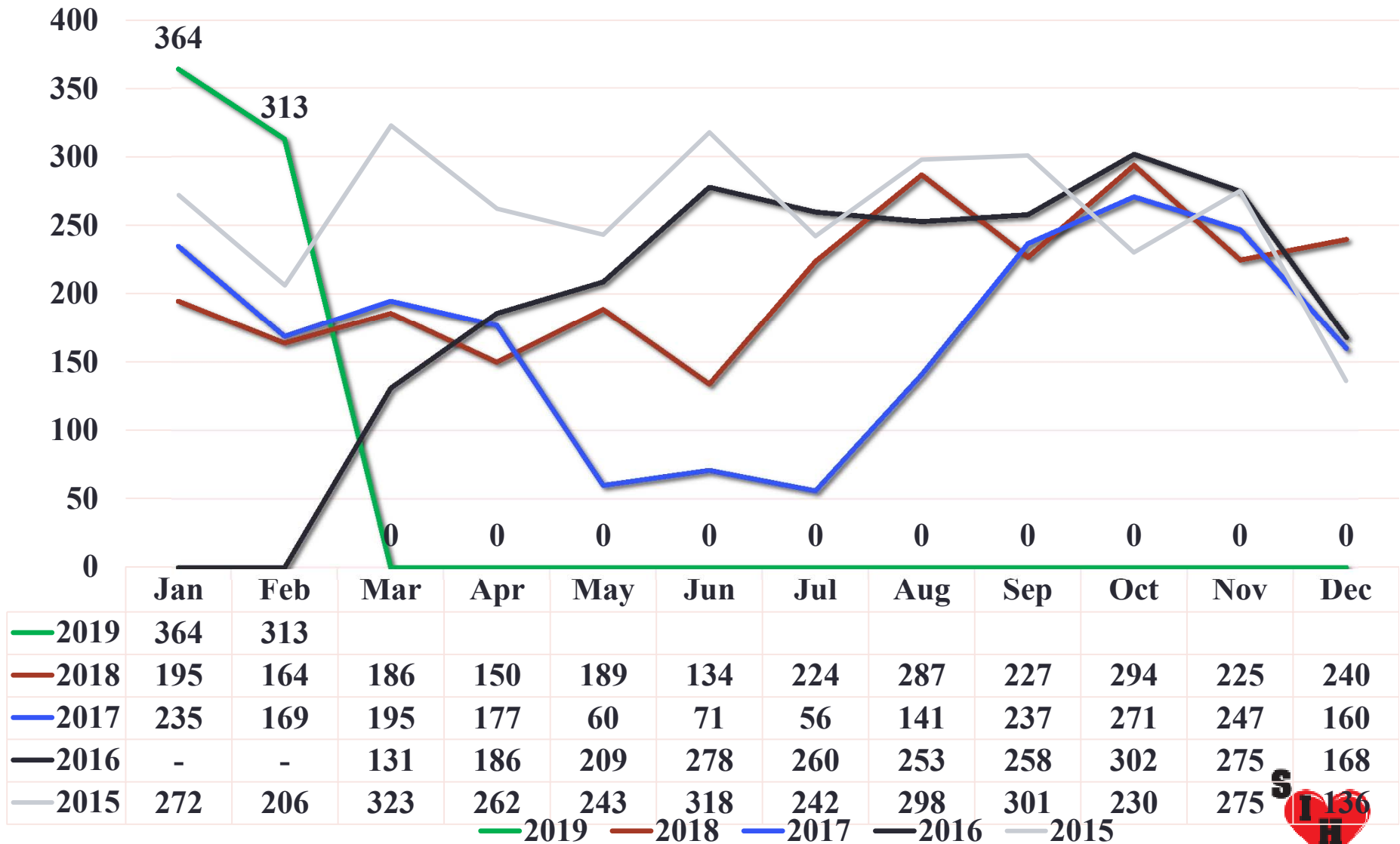


## SIHD Rural Clinic Volumes – Visits Per Month

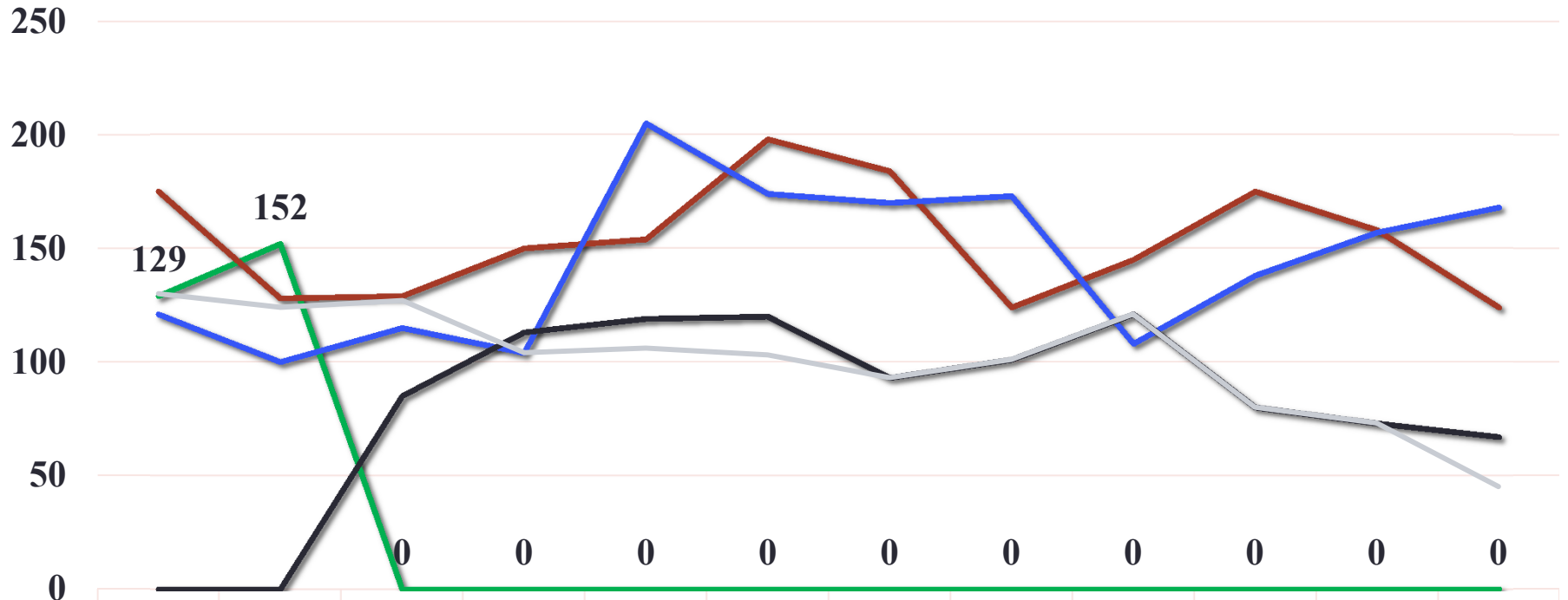




# Physical Therapy Volumes



## X Ray Volumes – Visits-Exams Per Month

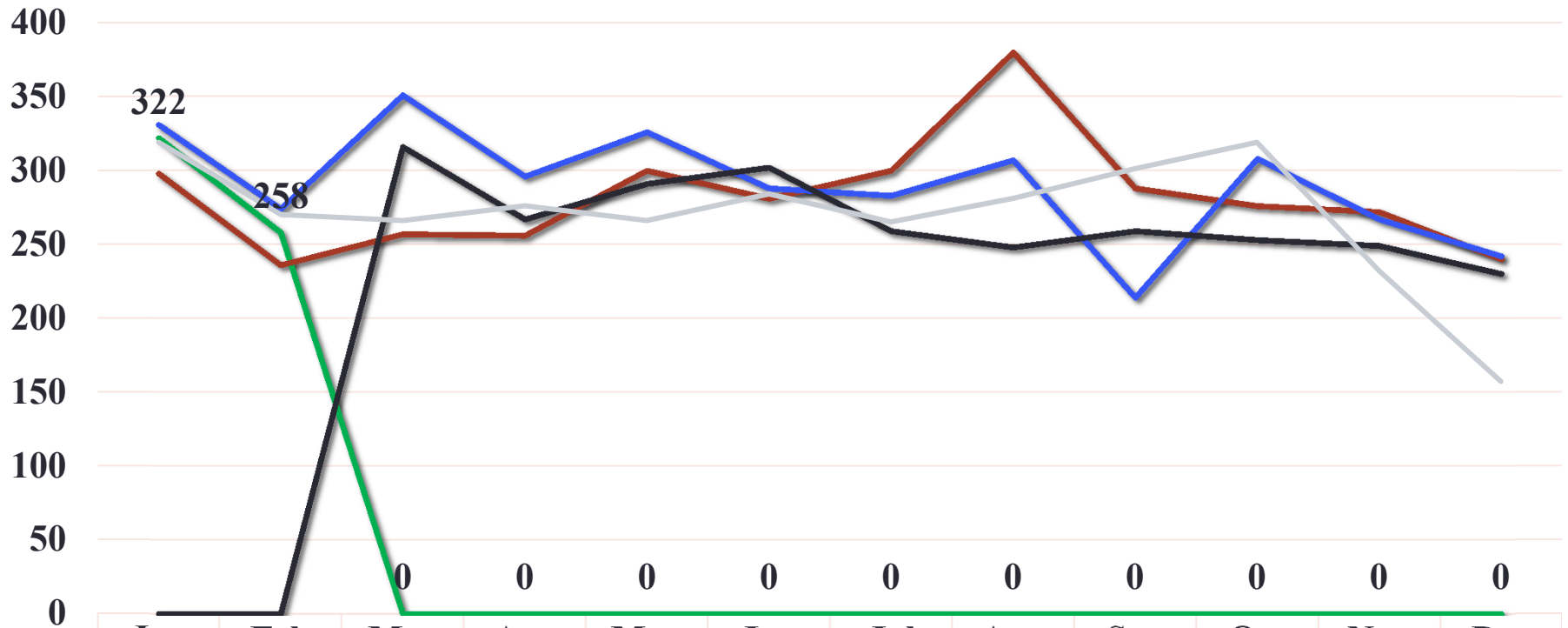


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2019	129	152	0	0	0	0	0	0	0	0	0	0
—2018	175	128	129	150	154	198	184	124	145	175	158	124
—2017	121	100	115	104	205	174	170	173	108	138	157	168
—2016	-	-	85	113	119	120	93	101	121	80	73	67
—2015	130	124	127	104	106	103	93	101	121	80	73	45

—2019   
 —2018   
 —2017   
 —2016   
 —2015



# Laboratory Volumes



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2019	322	258	0	0	0	0	0	0	0	0	0	0
—2018	298	236	257	256	300	281	300	380	288	276	272	240
—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

—2019 —2018 —2017 —2016 —2015



## Accounts Receivables Trend by Payor Class

Fiscal Year	FINANCIAL CLASS	UNBILLED	0-30	31-60	61-90	91-120	121-150	151-180	181+	BALANCE
2/19/2019	SPONSOR	\$1,683	\$0	\$0	\$0	\$0	\$0	\$567	\$4,256	\$6,505
11/20/2018	SPONSOR	\$7,320	\$0	\$0	\$567	\$3,515	\$0	\$0	\$1,272	\$12,673
10/26/2018	SPONSOR	\$0	\$0	\$567	\$3,515	\$0	\$0	\$0	\$4,585	\$8,667
10/12/2018	SPONSOR	\$0	\$567	\$3,515	\$0	\$0	\$0	\$0	\$4,585	\$8,667
8/29/2018	SPONSOR	\$9,627	\$0	\$0	\$0	\$0	\$0	\$0	\$8,970	\$18,598
5/31/2018	SPONSOR	\$7,960	\$2,181	\$0	\$0	\$370	\$0	\$0	\$9,838	\$20,348
2/19/2019	SPONSOR MEDICARE TYPE	\$416,239	\$183,186	\$53,950	\$393,183	\$17,946	\$113,636	\$70,548	\$1,229,011	\$2,477,699
11/20/2018	SPONSOR MEDICARE TYPE	\$505,478	\$34,967	\$252,122	\$149,212	\$20,508	\$37,197	\$29,174	\$1,139,634	\$2,168,293
10/26/2018	SPONSOR MEDICARE TYPE	\$223,946	\$273,209	\$274,058	\$52,704	\$49,568	\$183,192	(\$149,141)	\$1,290,308	\$2,197,844
10/12/2018	SPONSOR MEDICARE TYPE	\$135,321	\$297,956	\$224,762	\$24,118	\$47,666	\$34,998	\$200,559	\$1,155,777	\$2,121,156
8/29/2018	SPONSOR MEDICARE TYPE	\$280,165	\$222,606	\$151,089	\$198,273	(\$124,300)	\$205,474	\$58,983	\$1,198,483	\$2,190,773
5/31/2018	SPONSOR MEDICARE TYPE	\$181,481	\$70,150	\$339,668	\$64,614	\$394,242	\$19,448	\$250,470	\$715,681	\$2,035,754
2/19/2019	SPONSOR LABOR & IND TYPE	\$14,366	\$0	\$5,607	\$3,131	\$3,185	\$1,101	\$2,511	\$55,267	\$85,167
11/20/2018	SPONSOR LABOR & IND TYPE	\$1,476	\$3,557	\$3,738	\$2,511	\$3,408	\$4,894	\$3,963	\$43,006	\$66,552
10/26/2018	SPONSOR LABOR & IND TYPE	\$2,605	\$2,335	\$6,693	\$7,133	\$5,472	\$3,963	\$954	\$42,702	\$71,857
10/12/2018	SPONSOR LABOR & IND TYPE	\$3,506	\$3,663	\$4,413	\$934	\$6,449	\$4,505	\$413	\$42,702	\$66,584
8/29/2018	SPONSOR LABOR & IND TYPE	\$9,711	\$11,963	\$7,279	\$15,221	\$954	\$479	\$180	\$44,402	\$90,191
5/31/2018	SPONSOR LABOR & IND TYPE	\$3,493	\$3,464	\$479	\$449	\$847	\$14	\$589	\$42,748	\$52,083
2/19/2019	SPONSOR PRIVATE TYPE	\$204,612	\$25,448	\$16,020	\$113,999	(\$209)	\$22,699	\$57,089	\$710,548	\$1,150,206
11/20/2018	SPONSOR PRIVATE TYPE	\$53,000	\$58,924	\$80,703	\$78,471	\$17,897	\$17,558	\$64,024	\$683,216	\$1,053,793
10/26/2018	SPONSOR PRIVATE TYPE	\$101,298	\$35,377	\$90,334	\$25,686	\$16,978	\$54,616	\$38,863	\$686,699	\$1,049,850
10/12/2018	SPONSOR PRIVATE TYPE	\$47,504	\$39,454	\$81,952	\$25,431	\$16,161	\$82,944	\$109,444	\$584,571	\$987,460
8/29/2018	SPONSOR PRIVATE TYPE	\$62,426	\$34,628	\$46,124	\$50,266	\$57,445	\$134,818	\$30,384	\$536,420	\$952,511
5/31/2018	SPONSOR PRIVATE TYPE	\$69,113	\$33,357	\$42,881	\$33,999	\$63,174	\$54,994	\$50,546	\$510,237	\$858,300
2/19/2019	SPONSOR BLUE CROSS TYPE	\$32,458	\$9,426	\$16,864	\$8,951	\$16,607	\$25,272	\$22,497	\$204,285	\$336,361
11/20/2018	SPONSOR BLUE CROSS TYPE	\$15,004	\$16,091	\$13,638	\$10,709	\$12,872	\$4,994	\$11,813	\$162,725	\$247,845
10/26/2018	SPONSOR BLUE CROSS TYPE	\$26,012	\$27,618	\$14,419	\$13,306	\$4,865	\$12,014	\$5,975	\$156,611	\$260,820
10/12/2018	SPONSOR BLUE CROSS TYPE	\$35,137	\$16,693	\$15,514	\$11,755	\$572	\$16,035	\$3,248	\$164,978	\$263,932
8/29/2018	SPONSOR BLUE CROSS TYPE	\$58,869	\$26,491	\$15,710	\$13,723	\$14,350	\$11,130	\$18,535	\$157,748	\$316,556
5/31/2018	SPONSOR BLUE CROSS TYPE	\$36,611	\$31,552	\$9,666	\$17,340	\$17,341	\$10,715	\$7,735	\$118,107	\$249,066
2/19/2019	SPONSOR CHAMPUS TYPE	\$717	\$0	\$1,540	\$1,232	\$10,708	\$6,553	\$1,478	\$89,940	\$112,167
11/20/2018	SPONSOR CHAMPUS TYPE	\$1,039	\$10,708	\$7,035	\$2,670	\$44	(\$2,805)	\$9,895	\$85,449	\$114,035
10/26/2018	SPONSOR CHAMPUS TYPE	\$2,329	\$11,089	\$4,026	\$2,004	(\$2,516)	\$10,057	(\$344)	\$85,803	\$112,447
10/12/2018	SPONSOR CHAMPUS TYPE	\$6,664	\$8,389	\$424	\$2,530	\$4,216	\$3,034	(\$1,989)	\$87,448	\$110,715
8/29/2018	SPONSOR CHAMPUS TYPE	\$3,368	\$42	\$0	\$7,450	\$1,762	\$3,065	(\$23,093)	\$110,103	\$102,697
5/31/2018	SPONSOR CHAMPUS TYPE	\$0	\$0	\$1,609	(\$19,335)	\$4,809	\$22,780	\$819	\$12,934	\$23,616
2/19/2019	SPONSOR MEDICAID TYPE	\$1,629,544	(\$81,815)	(\$162,556)	\$188,381	(\$74,657)	(\$85,238)	(\$89,708)	\$1,494,377	\$2,818,330
11/20/2018	SPONSOR MEDICAID TYPE	\$1,020,778	(\$93,290)	(\$95,615)	(\$99,091)	\$82,233	\$471,239	\$1,082,044	\$2,823,924	\$2,175,301
10/26/2018	SPONSOR MEDICAID TYPE	\$862,541	(\$77,229)	(\$151,865)	\$89,764	\$274,053	\$92,544	\$15,374	\$1,070,118	\$2,175,301
10/12/2018	SPONSOR MEDICAID TYPE	\$789,352	(\$122,333)	(\$71,026)	(\$62,559)	\$443,496	(\$303,032)	\$328,997	\$1,169,898	\$2,172,792
8/29/2018	SPONSOR MEDICAID TYPE	\$508,373	\$170,562	(\$165,028)	\$571,559	\$11,198	(\$320,944)	\$121,827	\$1,290,046	\$2,187,593
5/31/2018	SPONSOR MEDICAID TYPE	\$317,801	(\$115,071)	(\$311,492)	\$115,586	\$395,880	(\$112,608)	\$641,393	\$384,828	\$280,675

2/19/2019	SPONSOR	SELF PAY TYPE	\$265,141	(\$10,301)	\$35,048	\$236,866	(\$13,396)	\$47,193	\$535	\$942,538	\$1,503,623
20-Nov-18	SPONSOR	SELF PAY TYPE	\$405,075	(\$7,471)	\$19,079	\$9,759	\$153,134	\$75,957	\$25,247	\$1,067,041	\$1,747,820
26-Oct-18	SPONSOR	SELF PAY TYPE	\$344,575	(\$5,670)	\$37,321	\$139,837	\$81,182	\$36,586	\$30,506	\$1,050,835	\$1,715,172
10/12/2018	SPONSOR	SELF PAY TYPE	\$1,315,431	\$274,420	\$268,846	\$197,415	\$577,274	(\$141,023)	\$689,526	\$4,249,190	\$7,430,780
8/29/2018	SPONSOR	SELF PAY TYPE	\$105,291	\$148,766	\$38,513	\$111,774	\$56,963	(\$7,376)	\$104,328	\$1,007,679	\$1,565,938
5/31/2018	SPONSOR	SELF PAY TYPE	\$84,359	\$86,716	\$5,764	\$118,854	\$7,411	\$25,736	\$81,174	\$1,126,693	\$1,536,707

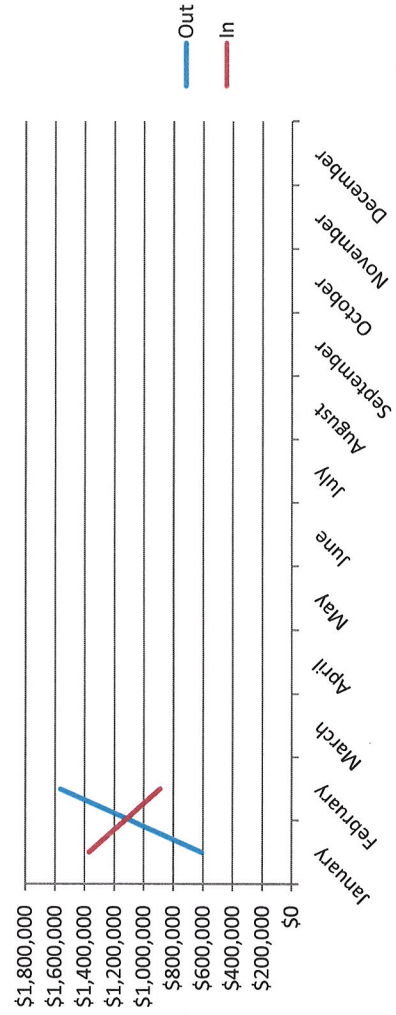
2/19/2019	GRAND TOTALS	\$2,564,759	\$125,945	(\$33,527)	\$945,742	(\$39,816)	\$131,216	\$65,515	\$4,730,223	\$8,490,058
11/20/2018	GRAND TOTALS	\$2,009,170	\$23,486	\$280,699	\$154,806	\$275,612	\$609,033	\$61,743	\$4,264,388	\$7,678,936
10/26/2018	GRAND TOTALS	\$1,563,305	\$266,728	\$275,551	\$333,948	\$429,601	\$392,973	(\$57,813)	\$4,387,662	\$7,591,957
10/12/2018	GRAND TOTALS	\$2,332,914	\$518,507	\$528,401	\$199,624	\$1,095,834	(\$302,538)	\$1,330,197	\$7,459,149	\$13,162,087
8/29/2018	GRAND TOTALS	\$1,037,830	\$615,058	\$93,686	\$968,267	\$18,372	\$26,647	\$311,143	\$4,353,852	\$7,424,856
5/31/2018	GRAND TOTALS	\$700,817	(\$923,293)	\$88,575	\$331,507	\$884,075	\$21,079	\$1,032,725	\$2,921,066	\$5,056,550
			60%	50%	40%	30%	0%	0%	0%	9%



**Calendar Year 2019 Revenue versus Expense from El Dorado Bank Statements**

Month	Out	In	Variance	Net Pt In
January	\$605,018	\$1,369,583	\$764,565	\$595,827
February	\$1,562,679	\$888,310	-\$674,369	-\$506,713
March			\$0	
April			\$0	
May			\$0	
June			\$0	
July			\$0	
August			\$0	
September			\$0	
October			\$0	
November			\$0	
December			\$0	
Total YTD	\$2,167,697	\$2,257,893	\$90,196	
Avg per month	\$1,083,849	\$1,128,947	\$45,098	

**Calendar Yr 2019 Revenue Vs Expense from El Dorado Bank**



SOUTHERN INYO HEALTHCARE DISTRICT

BOARD OF DIRECTORS MEETING

March 12, 2019

### **Human Resources Report**

#### **Employee Statistics 2019**

- **101** # employees as of March 11, 2019
  - **80 FT**
  - **13 PT**
  - **8 per diem**
  - **4 Employees out on Medical Leave 3**
- **8 New Employees:** (5 )RN's (1) PT Clerk, (1) Dietary Aid, (1) Clinic Receptionist
- **1 employees termed to date**
- **Travelers being used: 3 in PT Department**

#### **Unemployment Insurance**

- 1<sup>st</sup> quarter 2019: **0** claims

# SOUTHERN INYO HEALTHCARE DISTRICT

## EXECUTIVE FINANCIAL SUMMARY

Six Months Ended December 31, 2018

### BALANCE SHEET

	12/31/2018	6/30/2018
<b>ASSETS</b>		
Current Assets	\$4,801,176	\$4,695,628
Assets Whose Use is Limited	19,340	22,595
Property, Plant and Equipment (Net)	62,628	(0)
Other Assets	0	0
<b>Total Unrestricted Assets</b>	<b>4,883,145</b>	<b>4,718,224</b>
Restricted Assets	0	0
<b>Total Assets</b>	<b>\$4,883,145</b>	<b>\$4,718,224</b>
<b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities	\$4,485,396	\$4,285,809
Long-Term Debt	17,241	0
Other Long-Term Liabilities	78,217	85,069
<b>Total Liabilities</b>	<b>4,580,854</b>	<b>4,370,878</b>
Net Assets	297,931	347,346
<b>Total Liabilities and Net Assets</b>	<b>\$4,878,785</b>	<b>\$4,718,224</b>

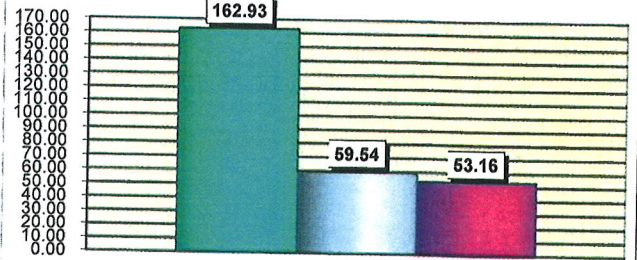
### STATEMENT OF REVENUE AND EXPENSES - YTD

	ACTUAL	BUDGET
<b>Revenue:</b>		
Gross Patient Revenues	\$6,132,562	\$5,344,177
Deductions From Revenue	(1,873,647)	(2,711,635)
Net Patient Revenues	4,258,915	2,632,541
Other Operating Revenue	243,008	124,948
<b>Total Operating Revenues</b>	<b>4,501,923</b>	<b>2,757,489</b>
<b>Expenses:</b>		
Salaries, Benefits & Contract Labor	3,203,549	2,239,657
Purchased Services & Physician Fees	683,874	406,114
Supply Expenses	211,156	194,412
Other Operating Expenses	906,220	471,100
Bad Debt Expense	0	0
Depreciation & Interest Expense	57,467	107,083
<b>Total Expenses</b>	<b>5,062,266</b>	<b>3,418,366</b>
<b>NET OPERATING SURPLUS</b>	<b>(560,343)</b>	<b>(660,877)</b>
Non-Operating Revenue/(Expenses)	357,443	152,136
<b>TOTAL NET SURPLUS</b>	<b>(\$202,900)</b>	<b>(\$508,741)</b>

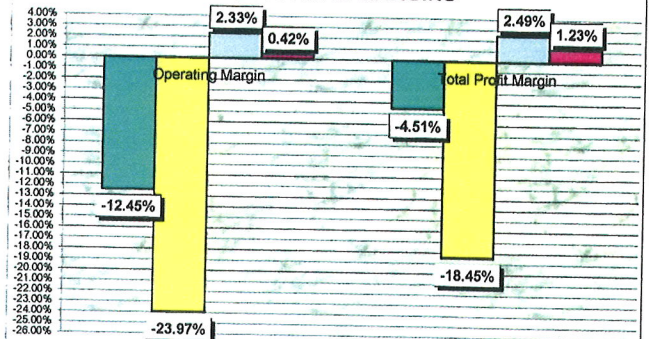
### KEY STATISTICS AND RATIOS - YTD

	ACTUAL	BUDGET
Total Acute Patient Days	71	16
Average Acute Length of Stay	2.1	0.9
Total Emergency Room Visits	533	454
Outpatient Visits	1,359	1,275
Total Surgeries	0	0
Total Worked FTE's	102.11	95.20
Total Paid FTE's	105.42	106.80
Productivity Index	0.9323	1.0000
EBITDA - YTD	-11.89%	-21.06%
Current Ratio	1.07	
Days Expense in Accounts Payable	223.29	

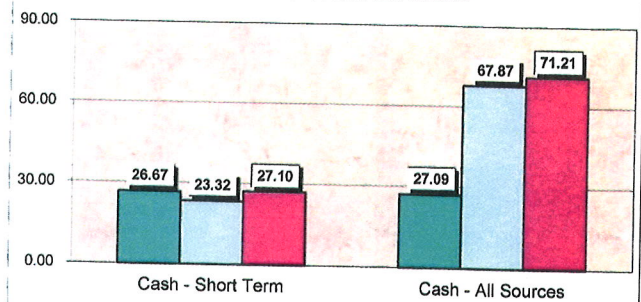
#### NET DAYS IN ACCOUNTS RECEIVABLE



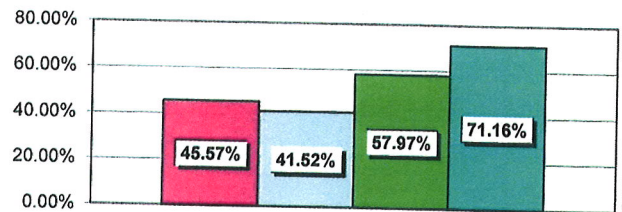
#### HOSPITAL MARGINS



#### DAYS CASH ON HAND



#### SALARY AND BENEFIT EXPENSE AS A PERCENTAGE OF NET REVENUE



■	SOUTHERN INYO HEALTHCARE DISTRICT
■	Budget
■	California
■	CAH Hospitals
■	Prior Fiscal Year End
	12/31/18
	Hospitals
	Rural
	06/30/18

FINANCIAL STRENGTH INDEX -		(2.24)
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

	<i>Actual</i>	<i>Proj</i>
<b>Month of FEB 2018</b>	<i>Feb-19</i>	<i>Feb-19</i>
<b>Average Daily Census</b>		
Acute Care	0.4	0.00
Swing	0.0	0.00
SNF	26.3	0.00
Beginning Balance	882,650	882,650
Cash Receipts		
Medicare	244,917	59,219
Medi-Cal	141,402	99,867
Insurance	62,342	70,664
Managed Care	38,069	7,941
Self-Pay Mail	8,654	9,867
Private Pay	31,427	21,892
Rebates & Refunds/Taxes/IGT	0	0
Miscellaneous Cash	51,851	34,773
Unapplied	3,456	53,420
<b>Total Cash Received</b>	<b>582,116</b>	<b>357,643</b>
Salaries		
Professional Fees	426,627	363,240
Supplies	121,657	85,430
Other/Purchased Services/Cont Labor	111,859	35,235
Inyo County Treasury Repayment	209,899	41,240
IGT Matching/Hosp Lic.	0	0
<b>TOTAL EXPENSE</b>	<b>870,042</b>	<b>525,145</b>
Return of Medicare/Cal Overpayment	0	0
Investment Account	0	0
Ad Valorem Tax Reserve	0	0
<b>Total Payments</b>	<b>870,042</b>	<b>525,145</b>
	0	
<b>Cash Over/(Under)</b>	<b>594,724</b>	<b>715,148</b>
Sweep & Prop. Tax Acct	0	0
Patient Trust Account	10,193	10,193
Medicare Overpayment Reserve	0	0
Reserve Add or Transfer	0	0
<b>Net Cash Balance</b>	<b><u>604,917</u></b>	<b><u>725,341</u></b>