PALOMAR
POMERADO
HEALTH

SPECIALIZING IN YOU

BOARD OF DIRECTORS
AGENDA PACKET

November 09, 2009

The mission of Palomar Pomerado Health
is to heal, comfort and promote health
in the communities we serve.

A California Health Care District (Public Entity)

PALOMAR POMERADO HEALTH
BOARD OF DIRECTORS

Bruce G. Krider, MA, Chairman
Linda C. Greer, RN, Vice Chairman
Nancy L. Bassett, RN, MBA, Secretary
T. E. Kleiter, Treasurer
Marcelo R. Rivera, MD
Alan W. Larson, MD
Jerry Kaufman, MAPT

Michael H. Covert, FACHE, President and CEO

Regular meetings of the Board of Directors are usually held on the second Monday of each month at 6:30 p.m., unless indicated otherwise
For an agenda, locations or further information call (858) 675-5106, or visit our website at www.pph.org

MISSION STATEMENT

The Mission of Palomar Pomerado Health is to:
Heal, Comfort, Promote Health in the Communities we Serve

VISION STATEMENT

Palomar Pomerado Health will be the health system of choice for patients, physicians and employees, recognized nationally for the highest quality of clinical care and access to comprehensive services

CORE VALUES

Integrity
To be honest and ethical in all we do, regardless of consequences

Innovation and Creativity
To courageously seek and accept new challenges, take risks, and envision new and endless possibilities

Teamwork
To work together toward a common goal, while valuing our difference

Excellence
To continuously strive to meet the highest standards and to surpass all customer expectations

Compassion
To treat our patients and their families with dignity, respect and empathy at all times and to be considerate and respectful to colleagues

Stewardship
To inspire commitment, accountability and a sense of common ownership by all individuals

Affiliated Entities

Escondido Surgery Center * Palomar Medical Center * Palomar Medical Auxiliary & Gift Shop * Palomar Continuing Care Center * Palomar Pomerado Health Foundation * Palomar Pomerado Home Care * Pomerado Hospital * Pomerado Hospital Auxiliary & Gift Shop * San Marcos Ambulatory Care Center * Ramona Radiology Center * VRC Gateway & Parkway Radiology Center * Villa Pomerado

- Palomar Pomerado Health Concern* Palomar Pomerado Health Source*Palomar Pomerado North County Health Development, Inc.*
- North San Diego County Health Facilities Financing Authority*

PALOMAR POMERADO HEALTH
BOARD OF DIRECTORS
REGULAR MEETING AGENDA

Monday, November 9, 2009
Commences 6:30 p.m.

Pomerado Hospital
Meeting Room E
15615 Pomerado Road
Poway, CA 92064

Mission and Vision

"The mission of Palomar Pomerado Health is to heal, comfort and promote health in the communities we serve."

"The vision of PPH is to be the health system of choice for patients, physicians and employees, recognized nationally for the highest quality of clinical care and access to comprehensive services."

		Time	Page
I.	**CALL TO ORDER**		
II.	**OPENING CEREMONY** A. Pledge of Allegiance	*2*	
III.	**PUBLIC COMMENTS** *(5 mins allowed per speaker with cumulative total of 15 min per group – for further details & policy see Request for Public Comment notices available in meeting room).*	5	
IV.	*** MINUTES** Regular Board Meeting – October 12, 2009 Closed Board Meeting – October 7, 2009 Closed Board Meeting – October 12, 2009 Closed Board Meeting – October 12, 2009	5	*5-14*
V.	*** APPROVAL OF AGENDA** ***to accept the Consent Items as listed***	*5*	*15-67*

A. September 2009 & YTD FY2009 Financial Report *(Addendum A)*

B. Approval of Revolving, Patient Refund and Payroll Fund Disbursements– September, 2009

1.	Accounts Payable Invoices	$39,687,419.00
2.	Net Payroll	$11,088,927.00
	Total	$50,776,346.00

C. Ratification of Paid Bills
D. Amended Physician Recruitment Agreement – Brian A. Link, M.D and Thomas A. Jones, M.D.
E. Extensions to Emergency On-Call Agreements
F. Pomerado Hospital Emergency On-Call Agreements

"In observance of the ADA (Americans with Disabilities Act), please notify us at 858-675-5106, 48 hours prior to the meeting so that we may provide reasonable accommodations"

Asterisks indicate anticipated action;
Action is not limited to those designated items.

G. PPH Physician Independent Contractor Agreements Electronic Healthcare Record Projects
Information Systems Services

VI. PRESENTATIONS *15*

A. H1N1 Update – Jeff Cligan, Joyce Agorilla, and Steve Kuriyama, MD

VII. REPORTS

A. **Medical Staffs** *15* *68-83*

* 1. Palomar Medical Center – *John Lilley, M.D.*
a. Credentialing/Reappointments

* 2. Pomerado Hospital – *Frank Martin, M.D.*
a. Credentialing/Reappointments

B. **Administrative**

1. Chairman of Palomar Pomerado Health Foundation – *Bill Chaffin*
a. Update on PPHF Activities *5* *Verbal Report*

2. Chairman of the Board – *Bruce Krider* *15* *Verbal Report*

3. President and CEO – *Michael H. Covert, FACHE* *10* *Verbal Report*

VIII. INFORMATION ITEMS *(Discussion by exception only)*

A. Human Resources – FY10 Workforce Initiatives
B. Human Resources – Health Insurance

IX. COMMITTEE REPORTS *(Minutes available on the Leadership Drive)* *15* *84-94*

*A. **Internal Audit and Compliance Committee** *Acceptance of Audit from Deloitte and Touche*
B. **Governance Committee**
C. **Human Resources Committee**
D. **Community Relations** – *Did not meet in October*
E. **Facilities and Grounds**
F. **Board Quality Review Committee**
*G. **Finance Committee** - *Foundation Model*
- *Assign Directors of PPN*
- *Authorization of the interim PPN Board to appoint interim PPN officers*
- *Authorization of funding from PPH to PPN*

H. **Strategic Planning Committee** – *Did not meet in October*

I. **Other Committee Chair Comments on Committee Highlights** *(standing item)*

X. BOARD MEMBER COMMENTS/AGENDA ITEMS FOR NEXT MONTH

XI. ADJOURNMENT

Asterisks indicate anticipated action;
Action is not limited to those designated items.

Palomar Pomerado Health

BOARD OF DIRECTORS
REGULAR BOARD MEETING

Palomar Medical Center / Graybill Auditorium
Monday, October 12, 2009

AGENDA ITEM	DISCUSSION	CONCLUSIONS/ACTION	FOLLOW-UP/RESPONSIBLE PARTY
CALL TO ORDER	6:41 pm Quorum comprised Directors Greer, Kaufman, Kleiter, Krider, and Rivera. Excused: Directors Bassett and Larson		
OPENING CEREMONY	The Pledge of Allegiance was recited in unison.		
MISSION AND VISION STATEMENTS			
	The PPH mission and vision statements are as follows: ***The mission of Palomar Pomerado Health is to heal, comfort and promote health in the communities we serve.*** ***The vision of PPH is to be the health system of choice for patients, physicians and employees, recognized nationally for the highest quality of clinical care and access to comprehensive services.***		
NOTICE OF MEETING	Notice of Meeting was mailed consistent with legal requirements		
PUBLIC COMMENTS	None.		
APPROVAL OF MINUTES • Regular Board Meeting September 14, 2009 • Special Board Meeting September 14, 2009 • Closed Board Meeting September 14, 2009		**MOTION:** by Kleiter, 2nd by Kaufman and carried to approve the Special Board Meeting Minutes September 14, 2009 and Closed Board Meeting Minutes September 14, 2009 as submitted. All in favor. None opposed. **MOTION:** by Kleiter, 2nd by Kaufman and carried to approve the	

AGENDA ITEM	DISCUSSION	CONCLUSIONS/ACTION	FOLLOW-UP/RESPONSIBLE PARTY
		Regular Board Meeting Minutes September 14, 2009 with the amendment to the POM Core Privileging.	
APPROVAL OF AGENDA ***to accept the Consent Items as listed*** **A.** August 2009 & YTD FY2009 Financial Report **B.** Approval of Revolving, Patient Refund and Payroll Fund Disbursements–June, 2009 Accounts Payable Invoices $41,688,240.00 Net Payroll $10, 756,338.00 Total $52,444,577.00 **C.** Ratification of Paid Bills **D.** Neurology Medical Director - Dr. Rafi **E**. Pomerado Hospital Emergency On-Call Agreement – Dr. Moein **F.** Palomar Medical Center Administrative Services Agreement – Med Staff MSPRC Chair **G.** Pomerado Hospital Emergency On-Call Agreement – Dr. Shah		**MOTION:** by Rivera, 2nd by Kleiter and carried to approve the Consent Items A – G as submitted with item D pulled for discussion. All in favor. None opposed. Item D was pulled for discussion. Gerald Bracht stated that Neurology Medical Director, Dr. Rafi's, contract had a start date of Oct 1st but Dr. Rafi started rounding with the staff on the floor a week early and would like to amend the start date to September 23rd, 2009. **MOTION:** by Rivera, 2nd by Kleiter and carried to approve item D as submitted. All in favor. None opposed.	
REPORTS			
Medical Staff			
Palomar Medical Center			
▪ **Credentialing**	Dr. Engle, standing in for John J. Lilley, MD., Chief of PMC Medical Staff, presented PMC's requests for approval of Credentialing Recommendations.	**MOTION:** by Kleiter, 2nd by Kaufman and carried to approve the PMC Medical Staff Executive Committee credentialing recommendations for the PMC Medical Staff, as presented. All in favor. None opposed.	

AGENDA ITEM	DISCUSSION	CONCLUSIONS/ACTION	FOLLOW-UP/RESPONSIBLE PARTY
		MOTION: by Kleiter, 2nd by Greer and carried to approve the PMC and POM Core Privileging, as presented. All in favor. None opposed.	
Pomerado Hospital			
▪ **Credentialing**	Frank Martin, MD., Chief of Pomerado Medical Staff, presented Pomerado Hospital's requests for approval of Credentialing Recommendations.	**MOTION:** by Kleiter, 2nd by Greer and carried to approve the Pomerado Hospital Medical Staff Executive Committee credentialing recommendations for the Pomerado Medical Staff, as presented. All in favor. None opposed.	
▪ **Joint Conference Committee**	Frank Martin, MD spoke about the Joint Conference Committee meeting last month. Topics covered in the meeting included medical staff by laws and the concept of joint licensure for PPH facilities.		
Administrative			
Chairman - Palomar Pomerado Health Foundation	*Bill Chaffin*		
Palomar Pomerado Health Foundation Gift Opportunities	Mr. Chaffin stated that September was an active month for the Foundation. There have been Chamber of Commerce mixers hosted by both the Escondido Chamber and the San Marcos Chamber. Former Foundation members and retired medical staff members took tours of the PMC West site in September. Training for charitable giving has started and Terry Green will be setting up small in home gatherings for potential donors. Planning for May 15th 2010 Night of Night's Gala is under way. Saturday, September 30th was the donor's night at Qualcomm with the Chargers. A Prospect Manager has been hired		

AGENDA ITEM	DISCUSSION	CONCLUSIONS/ACTION	FOLLOW-UP/RESPONSIBLE PARTY
	to follow up with this year's Gala sponsors. The annual medical awards ceremony will be held Saturday, October 17th. The award for medical staff philanthropist of the year will be presented for the first time. The employee campaign leadership reached its goal of raising one million dollars and extended the goal to two million dollars.		
Chairman of the Board - Palomar Pomerado Health	*Chairman Bruce Krider*		
	Chairman Krider stated that the Special Board meeting held at the PMC West site on October 5th had been very helpful.		
President and CEO	*Michael Covert, President and CEO*		
	Michael Covert stated that a letter from Dr. McKinley had been received and asked Dr. Kolins to speak about it. Dr. Kolins stated that there have been major changes in lab medicine that can give results to tests like H1N1 in hours instead of days. Dr. McKinley asked that PPH investigate the options. Mr. Covert and Mr. Hemker met with the rating agencies, Standard and Poor's and Moody's, this past week to discuss the Bond issue coming up in October. The agencies reviewed how PPH has been doing financially and will look at the size of the issue to determine PPH's rating. PPH had originally considered 130 million in bonds, however it may be in the best interest of PPH to go out for more at this time as it would preserve capital and cost less overall. Mr. Covert thanked the staff for their continued efforts. The EMT has been providing updates on the FY10 goal initiatives to their respective Board committees. The various steps in the timelines are being reported and remain on schedule in each area. Twice a year a total summary of the		

AGENDA ITEM	DISCUSSION	CONCLUSIONS/ACTION	FOLLOW-UP/RESPONSIBLE PARTY
	FY10 goal initiatives will be presented at the Strategic Planning committee. The employee engagement survey just concluded and had positive results. Mr. Covert stated that he was pleased with the fact that so many areas showed marked progress. Mr. Covert is continuing to visit with all of the directors and will provide feedback. Janine Sarti is currently leading the Board through voting issues regarding the not for profit physician model. The Board will be able to vote on the structure of the model. The Board is invited to join the Facilities and Grounds department for a visioning session on the interiors of PMC West.		
INFORMATION ITEMS	***Discussion by exception only***		
▪ **Finance**	▪ Finance – Status Update on the 2009 Revenue Bond Issue and Plan of Finance ▪ Finance – Board Program Review Schedule		
▪ **Human Resources**	▪ Human Resources – Board Member Benefits ▪ Human Resources – Quarterly HR Report ▪ Human Resources – Retail Space Survey Results		
COMMITTEE CHAIR COMMENTS			
• **Internal Audit**	Director Greer welcomed the new senior compliance officer, Tammy Boring. The report on the medical identification theft red flag plan was approved at the Internal Audit and Compliance committee meeting.		
• **Governance**	The Governance committee is continuing to review policies and procedures.		

AGENDA ITEM	DISCUSSION	CONCLUSIONS/ACTION	FOLLOW-UP/RESPONSIBLE PARTY
• **Human Resources**	None.		
• **Community Relations**	The Community Relations committee did not meet in September.		
• **Board Facilities and Grounds**	The Facilities and Grounds committee met in a full Board meeting on Oct 5th at the PMC West site. Director Rivera took a tour of the new Sharp Hospital with their CEO and an invitation for a tour has been extended to the full Board. The Sharp Hospital was built to fit into their current hospital but there are still many similarities to PPH. Financially, PPH is on target to complete the new hospital. Director Rivera stated that though there would be challenges, he was confident the Foundation would meet their goals.		
• **Board Quality Review**	Director Rivera stated that the Board Quality Review committee was continuing to make progress and that he was proud of the progress going on in PPH's facilities. PPH is continuing to achieve benchmark goals. Kim Colonnelli spoke about PPH's preparedness for the H1N1 virus. Ms. Colonnelli stated that the supplies are being distributed on a population basis and that PPH is receiving the same amount of masks as last year although demand has increased. All health systems are facing these issues but the plan of distribution for the vaccine is being reviewed on Wednesday and will be related to the Board as soon as possible. Info will be added to the PPH web site as it becomes available. The Quality Review Committee meeting will discuss the H1N1 issues at the November meeting.		
• **Finance**	None.		
• **Strategic Planning**	The Strategic Planning committee did not meet		

AGENDA ITEM	DISCUSSION	CONCLUSIONS/ACTION	FOLLOW-UP/RESPONSIBLE PARTY
	in September.		
BOARD MEMBER COMMENTS and AGENDA ITEMS FOR NEXT MONTH	None.		
ADJOURNMENT	**7:41p.m.**		
SIGNATURES ▪ **Board Secretary** ▪ **Board Assistant**	**_____** **Nancy Bassett, RN, MBA** **_____** **Nicole Adelberg**		

Palomar Pomerado Health

BOARD OF DIRECTORS

Closed Session

456 Grand Avenue, Escondido CA
1st Floor Conference Room
Wednesday, October 7, 2009

AGENDA ITEM	DISCUSSION	CONCLUSIONS/ACTION	FOLLOW-UP/RESPONSIBLE PARTY
CALL TO ORDER	6:00 p.m. Quorum comprised Directors Greer, Kaufman, Krider and Rivera Excused: Directors Bassett, Kleiter and Larson		
NOTICE OF MEETING	Notice of Meeting was mailed consistent with legal requirements. Pursuant to Government Code Section 54957: Public Employee Performance Evaluation: Chief Executive Officer.		
PUBLIC COMMENTS	None.		
ADJOURNMENT TO CLOSED SESSION		**MOTION:** by Dir Krider to adjourn to closed session. All in favor. None opposed.	
CLOSED SESSION	Pursuant to Government Code Section 54957: Public Employee Performance Evaluation: Chief Executive Officer.		
OPEN SESSION RESUMES		**MOTION:** by Dir Krider to resume open session	
		MOTION: by Rivera; 2nd by Kaufman and carried to approve the CEO salary at the 50th percentile. All in favor. None opposed.	
FINAL ADJOURNMENT		**MOTION:** by Dir Krider for final adjournment at 7:00 p.m.	
SIGNATURES ▪ **Board Secretary** ▪ **Board Assistant**	_____ **Nancy Bassett, R.N., M.B.A.** _____ **Nicole Dennis**		

Palomar Pomerado Health

BOARD OF DIRECTORS

Closed Session

Palomar Medical Center
Graybill Auditorium
Monday, October 12, 2009

AGENDA ITEM	DISCUSSION	CONCLUSIONS/ACTION	FOLLOW-UP/RESPONSIBLE PARTY
CALL TO ORDER	5:30 p.m. Quorum comprised Directors Greer, Kaufman, Kleiter, Krider and Rivera Excused: Directors Bassett and Larson		
NOTICE OF MEETING	Notice of Meeting was mailed consistent with legal requirements. Pursuant to Government Code Section 54956.9: Conference with Legal Counsel – Existing Litigation – (One case – O'Meara)		
PUBLIC COMMENTS	None.		
ADJOURNMENT TO CLOSED SESSION		**MOTION:** by Dir Krider to adjourn to closed session. All in favor. None opposed.	
CLOSED SESSION	Pursuant to Government Code Section 54956.9: Conference with Legal Counsel – Existing Litigation – (One case – O'Meara)		
OPEN SESSION RESUMES		**MOTION:** by Dir Krider to resume open session	
		MOTION: by Rivera, 2nd by Kleiter and carried to approve the waiver of jury. All in favor. None opposed.	
FINAL ADJOURNMENT		**MOTION:** by Dir Krider for final adjournment at 6:15 p.m.	
SIGNATURES ▪ **Board Secretary** ▪ **Board Assistant**	_____ **Nancy Bassett, R.N., M.B.A.** _____ **Nicole Adelberg**		

Palomar Pomerado Health

BOARD OF DIRECTORS

Closed Session

Palomar Medical Center
Graybill Auditorium
Monday, October 12, 2009

AGENDA ITEM	DISCUSSION	CONCLUSIONS/ACTION	FOLLOW-UP/RESPONSIBLE PARTY
CALL TO ORDER	7:53 p.m. Quorum comprised Directors Greer, Kaufman, Kleiter, Krider and Rivera Excused: Directors Bassett and Larson		
NOTICE OF MEETING	Notice of Meeting was mailed consistent with legal requirements. Pursuant to Government Code Subdivision (a) of Section 54956.9: Conference with Legal Counsel – Existing Litigation – Quarterly Claims/Risk Management Report		
PUBLIC COMMENTS	None.		
ADJOURNMENT TO CLOSED SESSION		**MOTION:** by Dir Krider to adjourn to closed session. All in favor. None opposed.	
CLOSED SESSION	Pursuant to Government Code Subdivision (a) of Section 54956.9: Conference with Legal Counsel – Existing Litigation – Quarterly Claims/Risk Management Report		
OPEN SESSION RESUMES		**MOTION:** by Dir Krider to resume open session	
FINAL ADJOURNMENT		**MOTION:** by Dir Krider for final adjournment at 8:20 p.m.	
SIGNATURES ▪ **Board Secretary** ▪ **Board Assistant**	_____ **Nancy Bassett, R.N., M.B.A.** _____ **Nicole Adelberg**		

September 2009 & YTD FY2010 Financial Report

TO: Board of Directors

MEETING DATE: Monday, November 9, 2009

FROM: Robert Hemker, CFO

BY: Board Finance Committee
Tuesday, October 27, 2009

Background: The Board Financial Reports (unaudited) for September 2009 and YTD FY2010 are submitted for the Board's approval.

Budget Impact: N/A

Staff Recommendation: Staff recommends approval.

Committee Questions:

COMMITTEE RECOMMENDATION: The Board Finance Committee recommends approval of the Board Financial Reports (unaudited) for September 2009 and YTD FY2010.

Motion: **X**

Individual Action:

Information:

Required Time:

PALOMAR POMERADO HEALTH
CONSOLIDATED DISBURSEMENTS
FOR THE MONTH OF
SEPTEMBER 2009

09/01/09	TO	9/31/2009	ACCOUNTS PAYABLE INVOICES	$	39,687,419
09/04/09	TO	09/18/09	NET PAYROLL	$	11,088,927
				$	**50,776,346**

I hereby state that this is an accurate and total listing of all accounts payable, patient refund and payroll fund disbursements by date and type since the last approval.

CHIEF FINANCIAL OFFICER

APPROVAL OF REVOLVING, PATIENT REFUND AND PAYROLL FUND DISBURSEMENTS:

Treasurer, Board of Directors PPH _____

Secretary, Board of Directors PPH _____

This approved document is to be attached to the last revolving fund disbursement page of the applicable financial month for future audit review.

cc: M. Covert, G. Bracht, R. Hemker, D. Tam

Amended Physician Recruitment Agreement
Brian A. Link, M.D. & Thomas A. Jones, M.D., Inc.

TO: Board of Directors

MEETING DATE: Monday, November 9, 2009

FROM: Lisa Hudson, Director, Physician & Business Development

BY: Board Finance Committee
Tuesday, October 27, 2009

Background: The PPH community lacks an adequate number of urologists with expertise in robotics as verified by Medical Development Specialists, a national consulting firm that specializes in physician manpower studies. PPH has recruited Brian A. Link, M.D., to join the practice of Thomas A. Jones, M.D., Inc., and has obtained both Board Finance Committee approval (at 4/20/09 meeting) and Full Board approval (at 5/11/09 meeting) for his recruitment agreement. Dr. Link, however, had a delay in his availability and intends to begin practicing in February 2010, so we are seeking approval of the amendment to change his original start date.

Budget Impact: None

Staff Recommendation: Approval of the Amendment to Physician Recruitment Agreement with Brian A. Link, M.D., and Thomas A. Jones, M.D., Inc., and recommend approval by the full Board of Directors.

Committee Questions:

COMMITTEE RECOMMENDATION: The Board Finance Committee recommends approval of the Amendment to the Physician Recruitment Agreement with Brian A. Link, M.D., and Thomas A. Jones, M.D., Inc., changing the practice start date to no later than February 1, 2010.

Motion: **X**

Individual Action:

Information:

Required Time:

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Amendment to Physician Recruitment Agreement—General Urology with expertise in robotic procedures
	AGREEMENT DATE	Original Agreement - April 20, 2009, Amendment to reflect new start date of February 2010
	PARTIES	1) PPH 2) Brian A. Link, M.D. 3) Thomas A. Jones,M.D., Inc.
Recitals	**PURPOSE**	Approve amendment to recruitment contract.
Article 4	**SCOPE OF SERVICES**	Dr. Link will establish a full-time General Urology and robotic expertise practice in Dr. Jones' Escondido office, and will participate in government-funded programs.
2.1; 2.2; 6.2; 6.4; 6.5	**TERM**	1 year of income assistance; two year repayment/forgiveness period
Recruitment procedure D.2	**RENEWAL**	None available
Article 8; 9.17	**TERMINATION**	Contract stipulates conditions for termination
Article 2	**COMPENSATION METHODOLOGY**	For monthly income guarantee physician/group will submit monthly report of expenses and collections. For relocation and start-up cost assistance physician/group will submit receipts.
	BUDGETED	X **YES** ☐ **NO** – **IMPACT:** None
5.1; 9.19	**EXCLUSIVITY**	X **NO** ☐ **YES – EXPLAIN:** Government prohibits hospitals from requiring physician to exclusively have privileges or make referrals only to their hospital. The contract does include a non-compete clause.
	PHYSICIAN MANPOWER STUDY	Medical Development Specialists, a national consulting firm who performed our Physician Manpower Study, completed an analysis which confirmed there is a justifiable community need for this recruitment
	EXTERNAL FINANCIAL VERIFICATION	X **YES** ☐ **NO** **Methodology:** Medical Development Specialists (MDS) developed a pro forma for the practice to establish the contract value to cover income guarantee and cash flow needs. MDS also provided the market comparison to establish an appropriate income guarantee.
	LEGAL COUNSEL REVIEW	X **Yes** ☐ **NO** Exceptions to the standard agreement are noted in redlined agreement. Legal Counsel has approved this amendment.
	APPROVALS REQUIRED	X Director, Physician & Business Development X General Counsel X CFO X CEO X BOD Finance Committee on October 27, 2009 X BOD

CONTRACT AMENDMENT #1
BETWEEN
PALOMAR POMERADO HEALTH
AND
BRIAN A. LINK, M.D.
AND
THOMAS A. JONES, M.D., INC.

This Amendment is made by and between **PALOMAR POMERADO HEALTH**, a local healthcare district organized under Division 23 of the California Health and Safety Code, and **Brian A. Link, M.D., and Thomas A. Jones, M.D., Inc.**, on this the Fifteenth day of October, 2009. ("Effective Date")

In consideration of the mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the **PHYSICIAN RECRUITMENT AGREEMENT** between the parties ("Agreement"), dated **April 20, 2009**, is hereby amended as follows:

WHEREAS, the Physician is not available to begin practice in the PPH Service Area until January 11, 2010, the Parties, by signing below, hereby amend the Agreement as follows:

3.1 Length of Practice. Physician agrees to begin Full-time practice in the Service area no later than February 1, 2010, to maintain an unrestricted California license to practice medicine and all other unrestricted licenses or certifications necessary to maintain the Practice.

All other terms of the Agreement remain in full force and effect. In the event of a conflict, the provisions, terms and conditions of this Amendment shall prevail.

The parties have executed this Amendment on the date set forth below.

PHYSICIAN & GROUP

By:_____
Brian A. Link, M.D.

Date:_____

By:_____
Thomas A. Jones, M.D., Inc.

Date: _____

PALOMAR POMERADO HEALTH

By:_____
Robert A. Hemker
Chief Financial Officer

Date:_____

EXTENSIONS TO EMERGENCY ON-CALL AGREEMENTS

TO: Board of Directors

MEETING DATE: Monday, November 9, 2009

FROM: David Tam, M.D., Chief Administrative Officer, Pomerado Hospital

BY: Board Finance Committee
Tuesday, October 27, 2009

BACKGROUND: The following physicians/physician groups have served as members of the On-Call Panel on a rotating basis, providing On-Call Coverage to PPH Hospitals for their respective specialties as listed, in accordance with the Hospital bylaws, rules and regulations, policies and procedures of PPH.

THERE IS A SEPARATE CONTRACT EXTENSION WITH EACH OF THE FOLLOWING PHYSICIANS/PHYSICIAN GROUPS:

- Brian Le, MD – Ophthalmology – POM **[January 1, 2010-December 31, 2013]**
- Lillian Lee, MD – Ophthalmology – POM **[February 1, 2010-January 31, 2013]**
- Pacific Center for Neurological Disease, Inc. (PCND) – Neurology – POM **[October 2, 2009-October 1, 2010]**
- Southwest Neurology Medical Group (SWNMG) – Neurology – PMC **[October 2, 2009-October 1, 2010]**

BUDGET IMPACT: None

STAFF RECOMMENDATION: Approval

COMMITTEE QUESTIONS:

COMMITTEE RECOMMENDATION: The Board Finance Committee recommends approval of the contract extensions with each of the above physicians/physician groups for their respective specialties, for the terms as listed.

Motion: X

Individual Action:

Information:

Required Time:

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	Original agreement of January 1, 2009 will be extended effective January 1, 2010.
	PARTIES	1) Pomerado Hospital 2) Le, Brian, M.D.
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Opthamalogy at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this extension shall commence effective as of January 1, 2010 through December 31, 2013.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Replacement of retired physician leaving the call pool. Need for continued Obstetrics and Gynecology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

CONTRACT AMENDMENT #1
BETWEEN
PALOMAR POMERADO HEALTH
AND
BRIAN LE, M.D.

This Amendment is made by and between **PALOMAR POMERADO HEALTH**, a local healthcare district organized under Division 23 of the California Health and Safety Code, and **Brian Le, M.D.**, on this the 1st day of January, 2010 ("Effective Date of Amendment").

In consideration of the mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the **Emergency On-Call Agreement** between the parties ("Agreement") that was entered into effective January 1, 2009, and is hereby amended as follows:

5. Term of Agreement.

Notwithstanding its date(s) of execution by the parties, the term of this Agreement shall commence effective as of January 1, 2010 and shall continue through December 31, 2013, unless earlier terminated as hereinafter provided.

All other terms of the Agreement remain in full force and effect. In the event of a conflict, the provisions, terms and conditions of this Amendment shall prevail.

The parties have executed this Amendment on the date set forth below.

BRIAN LE, M.D.	**PALOMAR POMERADO HEALTH**
By:_____	By:_____
Brian Le, MD	Robert A. Hemker Chief Financial Officer
Date: _____	Date:_____

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	Original agreement of February 1, 2009 will be extended effective February 1, 2010.
	PARTIES	1) Pomerado Hospital 2) Lee, Lillilan, MD
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Opthamalogy at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this extension shall commence effective as of February 1, 2010 through January 31, 2013.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Replacement of retired physician leaving the call pool. Need for continued Obstetrics and Gynecology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

CONTRACT AMENDMENT #1
BETWEEN
PALOMAR POMERADO HEALTH
AND
LILLIAN LEE, M.D.

This Amendment is made by and between **PALOMAR POMERADO HEALTH**, a local healthcare district organized under Division 23 of the California Health and Safety Code, and **Lillian Lee, M.D.**, on this the 1st day of February, 2010 ("Effective Date of Amendment").

In consideration of the mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the **Emergency On-Call Agreement** between the parties ("Agreement") that was entered into effective February 1, 2009, and is hereby amended as follows:

5. Term of Agreement.

Notwithstanding its date(s) of execution by the parties, the term of this Agreement shall commence effective as of February 1, 2010 and shall continue through January 31, 2013, unless earlier terminated as hereinafter provided.

All other terms of the Agreement remain in full force and effect. In the event of a conflict, the provisions, terms and conditions of this Amendment shall prevail.

The parties have executed this Amendment on the date set forth below.

LILLIAN LEE, M.D.	**PALOMAR POMERADO HEALTH**
By:_____	By:_____
Lillian Lee, MD	Robert A. Hemker Chief Financial Officer
Date: _____	Date:_____

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	Original agreement of November 1, 2006 will be extended effective October 2, 2009.
	PARTIES	1) Pomerado Hospital 2) Pacific Centers for Neurological Disease, Inc.
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Neurology at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this extension shall commence effective as of October 2, 2009 through October 1, 2010.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Neurology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

CONTRACT AMENDMENT #1 BETWEEN
PALOMAR POMERADO HEALTH
AND
PACIFIC CENTER FOR NEUROLOGICAL DISEASE, INC.

1.) This Amendment is made by and between PALOMAR POMERADO HEALTH ("PPH"), a local healthcare district organized under Division 23 of the California Health and Safety Code, and Pacific Center for Neurological Disease, Inc. on this 2nd day of October 2009.

PPH owns and operates Pomerado Hospital, a general acute care hospital (the "Hospital"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospital, including, but not limited to, the intensive care unit and other inpatient departments of the Hospital (collectively, the "Departments").

2.) In consideration of the mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the Emergency On-Call Agreement between the parties ("Agreement"), dated November 1, 2006, is hereby amended as follows:

3.) This Agreement is hereby extended until October 1, 2010.

All other terms of the Agreement remain in full force and effect. In the event of a conflict, the provisions, terms and conditions of this Amendment shall prevail.

The parties have executed the Amendment as of the date set forth below.

Gilbert Ho, MD
Pacific Center for Neurological Disease, Inc.

By: _____

Date:_____

PALOMAR POMERADO HEALTH

By:_____
Robert A. Hemker
Chief Financial Officer

Date:_____

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Professional Services Agreement
	AGREEMENT DATE	October 2, 2009
Section 1	**PARTIES**	Southwest Neurology Medical Group and PPH
	PURPOSE	To provide professional neurology medical coverage in all departments of the Palomar Medical Center.
1.1, 1.7	**SCOPE OF SERVICES**	Professional medical coverage 24 hours per day, 365 days per year at PMC.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
6, 7.1	**TERM**	October 2nd, 2009 through October 1st, 2010 (one year)
	RENEWAL	None and can be terminated upon 90 days written notice prior to the anniversary date
8.2.1.1 8.2.2	**TERMINATION**	For cause as defined in the agreement
3.1 Exhibit B	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th day of each calendar month commencing with the second (2nd) calendar month of the term of this Agreement.
	BUDGETED	■ **YES** ☐ **NO** – **IMPACT:**
	EXCLUSIVITY	■ **NO** ☐**YES – EXPLAIN:**
	JUSTIFICATION	Required for standard of care for patients who develop a neurological condition
	POSITION POSTED	☐ **YES** ■ **NO** **Methodology & Response:**
	Duties	All included ☐ **Provision for Staff Education** ☐**Provision for Medical Staff Education** ☐**Provision for participation in Quality Improvement**
	COMMENTS	This is an update of the previous agreement.
	APPROVALS REQUIRED	☐ VP ☐ CFO ☐ CEO ☐ BOD Committee _____ ☐ BOD

CONTRACT AMENDMENT #1 BETWEEN
PALOMAR POMERADO HEALTH
AND
SOUTHWEST NEUROLOGY MEDICAL GROUP

1.) This Amendment is made by and between PALOMAR POMERADO HEALTH ("PPH"), a local healthcare district organized under Division 23 of the California Health and Safety Code, and Southwest Neurology Medical Group on this 2nd day of October 2009.

PPH owns and operates Palomar Medical Center, a general acute care hospital (the "Hospital"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospital, including, but not limited to, the intensive care unit and other inpatient departments of the Hospital (collectively, the "Departments").

2.) In consideration of the mutual promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the Emergency On-Call Agreement between the parties ("Agreement"), dated November 1, 2006, is hereby amended as follows:

3.) This Agreement is hereby extended until October 1, 2010.

All other terms of the Agreement remain in full force and effect. In the event of a conflict, the provisions, terms and conditions of this Amendment shall prevail.

The parties have executed the Amendment as of the date set forth below.

Robert Warren, M.D. Southwest Neurology Medical Group	PALOMAR POMERADO HEALTH
By: _____	By:_____ Robert A. Hemker Chief Financial Officer
Date:_____	Date:_____

POMERADO HOSPITAL
EMERGENCY ON-CALL AGREEMENTS

TO: Board of Directors

MEETING DATE: Monday, November 9, 2009

FROM: David Tam, M.D., Chief Administrative Officer, Pomerado Hospital

BY: Board Finance Committee
Tuesday, October 27, 2009

BACKGROUND: The following physicians will serve as members of the On-Call Panel on a rotating basis, providing On-Call Coverage for their respective specialties as listed, in accordance with the Hospital bylaws, rules and regulations, policies and procedures of PPH.

THERE IS A SEPARATE CONTRACT WITH EACH OF THE FOLLOWING PHYSICIANS:

- Maria Castillo, MD – Obstetrics & Gynecology **[November 1, 2009-October 31, 2012]**
- Helen Chang, MD – Obstetrics & Gynecology **[September 1, 2009-August 31, 2012]**
- Karen Kohatsu, MD – Obstetrics & Gynecology **[September 1, 2009-August 31, 2012]**
- Gregory Langford, MD – Obstetrics & Gynecology **[September 1, 2009-August 31, 2012]**
- Robert Lasting, MD – Obstetrics & Gynecology **[September 1, 2009-August 31, 2012]**
- Hanh Le, MD – Obstetrics & Gynecology **[September 1, 2009-August 31, 2012]**
- Timothy Maresh, MD – Obstetrics & Gynecology **[September 1, 2009-August 31, 2012]**
- Nicole Nguyen, MD – Obstetrics & Gynecology **[November 1, 2009-October 31, 2012]**
- Lorne Kapner, MD – Ophthalmology **[September 1, 2009-August 31, 2012]**
- Howard Krausz, MD – Ophthalmology **[September 1, 2009-August 31, 2012]**
- Erwin Omens, MD – Ophthalmology **[September 1, 2009-August 31, 2012]**
- Robert Gramins, DDS – Oral & Maxillofacial Surgery **[November 1, 2009-October 31, 2012]**
- Albert Lin, DDS – Oral & Maxillofacial Surgery **[September 1, 2009-August 31, 2012]**
- Antoine Hallak, MD – Plastic Surgery **[September 1, 2009-August 31, 2012]**

BUDGET IMPACT: None

STAFF RECOMMENDATION: Approval

COMMITTEE QUESTIONS:

COMMITTEE RECOMMENDATION: The Board Finance Committee recommends approval of the thirty-six (36) month Agreements with each of the above physicians for their respective specialties, for the terms as listed.

Motion: **X**

Individual Action:

Information:

Required Time:

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	November 1, 2009
	PARTIES	1) Pomerado Hospital 2) Castillo, Maria, M.D.
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Obstetrics and Gynecology at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of November 1, 2009 through October 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of November, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Maria Castillo, M.D. ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	September 1, 2009
	PARTIES	1) Pomerado Hospital 2) Chang, Helen M.D.
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Obstetrics and Gynecology at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of September 1, 2009 through August 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of September, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Helen Chang, M.D. ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	September 1, 2009
	PARTIES	1) Pomerado Hospital 2) Kohatsu, Karen
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Obstetrics and Gynecology at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of September 1, 2009 through August 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of September, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Karen Kohatsu, M.D. ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	September 1, 2009
	PARTIES	1) Pomerado Hospital 2) Langford, Gregory M.D.
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Obstetrics and Gynecology at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of September 1, 2009 through August 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of September, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Gregory Langford, M.D. ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	September 1, 2009
	PARTIES	1) Pomerado Hospital 2) Lasting, Robert M.D.
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Obstetrics and Gynecology at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of September 1, 2009 through August 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of September, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Robert Lasting, M.D. ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	September 1, 2009
	PARTIES	1) Pomerado Hospital 2) Le, Hanh, MD
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Obstetrics and Gynecology at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of September 1, 2009 through August 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of September, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Hanh Le, M.D. ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	September 1, 2009
	PARTIES	1) Pomerado Hospital 2) Maresh, Timothy MD
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Surgery, Obstetrics and Gynecology at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of September 1, 2009 through August 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of September, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Timothy Maresh, M.D. ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	November 1, 2009
	PARTIES	1) Pomerado Hospital 2) Nguyen, Nicole, MD
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Surgery, Obstetrics and Gynecology at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of November 1, 2009 through October 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of November, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Nicole Nguyen, M.D. ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	September 1, 2009
	PARTIES	1) Pomerado Hospital 2) Kapner, Lorne M.D.
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Ophthalmology at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of September 1, 2009 through August 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of September, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Lorne Kapner, M.D. ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	September 1, 2009
	PARTIES	1) Pomerado Hospital 2) Krausz, Howard M.D.
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Ophthalmology at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of September 1, 2009 through August 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of September, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Howard Krausz, M.D. ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	September 1, 2009
	PARTIES	1) Pomerado Hospital 2) Omens, Erwin
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Surgery, Ophthalmology at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of September 1, 2009 through August 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of September, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Erwin Omens, M.D. ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	November 1, 2009
	PARTIES	1) Pomerado Hospital 2) Gramins, Robert DDS
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Surgery, Oral and Maxillofacial at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of November 1, 2009 through October 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of November, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Robert Gramins, DDS ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	September 1, 2009
	PARTIES	1) Pomerado Hospital 2) Lin, Albert, DDS
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Surgery, Oral and Maxillofacial at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of September 1, 2009 through August 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of September, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Albert Lin, D.D.S.("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	Emergency On-Call Agreement
	AGREEMENT DATE	September 1, 2009
	PARTIES	1) Pomerado Hospital 2) Hallak, Antoine, DDS
Recitals E	**PURPOSE**	To serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of Pomerado Hospital.
Exhibit A	**SCOPE OF SERVICES**	To provide On-Call coverage pursuant to the On-Call Agreement for the specialty of Plastic Surgery at Pomerado Hospital.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
5	**TERM**	The term of this agreement shall commence effective as of September 1, 2009 through August 31, 2012.
N/A	**RENEWAL**	None
6	**TERMINATION**	1. Immediate for cause 2. Not less than 90 days of written notice without cause
2	**COMPENSATION METHODOLOGY**	Monthly payment on or before the 15th of the month with supporting documentation.
	BUDGETED	■ **YES** ☐ **NO – IMPACT:**
	EXCLUSIVITY	■ **NO** ☐ **YES – EXPLAIN:**
	JUSTIFICATION	Need for continued Ophthalmology consultation call coverage for the Emergency Department.
	AGREEMENT NOTICED	☐ **YES** ■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	N/A
1	**Duties**	Physician shall provide On-Call Panel Coverage and professional services in accordance with the Hospital's bylaws, rules and regulations, policies and procedures.
	COMMENTS	
	APPROVALS REQUIRED	■ Officers ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

EMERGENCY ON-CALL AGREEMENT

THIS EMERGENCY ON-CALL AGREEMENT ("Agreement") is made and entered into effective as of the first day of September, 2009 by and between Palomar Pomerado Health, a California local health care district ("PPH"), and Antoine Hallak, M.D. ("Physician").

RECITALS

A. PPH owns and operates two general acute care hospitals: Palomar Medical Center and Pomerado Hospital (collectively, the "Hospitals"), and provides emergency services to patients who present themselves for evaluation and treatment through the emergency and various other departments of the Hospitals, including, but not limited to, the intensive care unit and other inpatient departments of the Hospitals (collectively, the "Departments").

B. Pursuant to state and federal law, the Hospitals have established "on-call" panels of physicians ("On-Call Panel") in order to assure the availability of adequate physician coverage for the Departments.

C. Physician is licensed to practice medicine in the State of California, is Board certified or eligible for certification in his or her appropriate specialty, is a member of the medical staff of one or both Hospitals, and is approved by one or both of the Hospital medical staffs to serve on the On-Call Panel.

D. PPH and Physician each recognize that the On-Call Panel performs a necessary patient care function at PPH and Physician agrees to render coverage and services as a member of said On-Call Panel in assuring prompt and continuous availability of services to PPH's patients.

E. Physician acknowledges his or her responsibility to serve on the On-Call Panel as required by the medical staff bylaws, and rules and regulations, of the applicable Hospital(s).

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereby agree as follows:

1. Physician's On-Call Panel Coverage Services.

1.1 Physician shall serve as a member of the On-Call Panel on a rotating basis, at such times as shall be determined by the appropriate PPH Department in accordance with Section 1.2 below, to provide On-Call Panel Coverage and professional services, regardless of payor class, to: (1) patients who are not currently assigned to any particular physician at the time coverage and services are provided, and (2) patients, including inpatients, who may be assigned to a particular physician, but who require consultation or other physician services from an On-Call Panel physician during the physician's scheduled On-Call Panel period (collectively, "Coverage

PALOMAR POMERADO HEALTH
PHYSICIAN INDEPENDENT CONTRACTOR AGREEMENTS
ELECTRONIC HEALTHCARE RECORD PROJECTS –
INFORMATION SYSTEMS SERVICES

TO: Board of Directors

MEETING DATE: Monday, November 9, 2009

FROM: Ben Kanter, MD, CMIO

BY: Board Finance Committee
Tuesday, October 27, 2009

BACKGROUND: Palomar Pomerado Health (PPH) requires the active involvement of physicians in many aspects of Information Systems programs. Currently, PPH employs a CMIO (Benjamin Kanter, MD) who is solely responsible for the relationship between the medical staff and information systems. PPH is actively working on expanding the functions and features of our electronic healthcare record in order to prepare clinicians for their migration to PMC-West, to improve quality and safety, and to meet the goals set forth by the Obama administration in the ARRA of 2009. As part of the electronic healthcare record suite of projects being implemented, physician involvement is critical for success. Physicians will be asked to participate on these projects (CPOE, physician documentation, ICU integration of monitors with the records, and more) and—depending upon their work effort—will need to be reimbursed according to standard and customary manners and rates.

THERE IS A SEPARATE CONTRACT WITH EACH OF THE FOLLOWING PHYSICIANS:

- Kevin Daly, MD
- Lachlan Macleay, MD
- Stephen F. Signer, MD
- Steven Zgliniec, MD
- Julie Chuan, MD
- Marc Gipsman, MD
- Roger Acheatel, MD
- Sabiha Pasha, MD

BUDGET IMPACT: After discussion with many different sites across the U.S., a fair market value was established for the mean value hourly reimbursement for such work. All fees payable to medical staff members have been budgeted within the IT projects listed above.

STAFF RECOMMENDATION: Approval.

COMMITTEE QUESTIONS:

COMMITTEE RECOMMENDATION: The Board Finance Committee recommends approval of the one-year **[September 1, 2009 to August 31, 2010]** Physician Independent Contractor Agreements for Electronic Healthcare Record Projects with each of the above physicians.

Motion: **X**

Individual Action:

Information:

Required Time:

PALOMAR POMERADO HEALTH - AGREEMENT ABSTRACT

Section Reference	Term/Condition	Term/Condition Criteria
	TITLE	2009 Physician Independent Contractor Agreement
9.1	**AGREEMENT DATE**	September 1, 2009
	PARTIES	Kevin Daly, MD Lachlan Macleay, MD Stephen F. Signer, MD Steven Zgliniec, MD Julie Chuan, MD Marc Gipsman, MD Roger Acheatel, MD Sabiha Pasha, MD
Sec.1	**PURPOSE**	To assist the CMIO in the implementation of Computerized Physician Order Entry, computerized physician documentation, and any other required work on the Cerner Roadmap projects.
1.1	**SCOPE OF SERVICES**	The physicians will work as subject matter experts, may be asked to lead development teams, travel with PPH employees to do off-site evaluations, and attend Cerner training sessions here and in Kansas City.
	PROCUREMENT METHOD	☐ **Request For Proposal** ■ **Discretionary**
9.1	**TERM**	1 year
9.1	**RENEWAL**	No automatic renewal
9.2	**TERMINATION**	10-day notice by either party without cause
2.1	**COMPENSATION METHODOLOGY**	Hourly rate - itemized
	BUDGETED	■ **YES** – **IMPACT:** None
	EXCLUSIVITY	■ **NO**
	JUSTIFICATION	Medical and IT subject matter expert required to assist in the planning and design of the electronic record. Fee is standard for this process and is based upon analysis from similar projects across the U.S.
	AGREEMENT NOTICED	■ **NO** **Methodology & Response:**
	ALTERNATIVES/IMPACT	n/a
	Duties	☐ **Provision for Staff Education** ☐ **Provision for Medical Staff Education** ☐ **Provision for participation in Quality Improvement** ☐ **Provision for participation in budget process development**
	COMMENTS	Renewal of contract backdated to reflect expiration of contract from prior year.
	APPROVALS REQUIRED	■ VP ■ CFO ■ CEO ■ BOD Committee Finance ■ BOD

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by and between Kevin Daly, MD ("Contractor"), with a principal place of business at 555 East Valley Parkway, Escondido, CA 92025 and Palomar Pomerado Health, a local healthcare district organized pursuant to Division 23 of the California Health and Safety Code ("PPH"), with a principal place of business at 15255 Innovation Drive, San Diego, California 92128.

WHEREAS, Contractor is a medical doctor with necessary privileges to practice medicine at PPH's medical facilities. Contractor has occasion to use various computer programs approved by PPH and in use at PPH facilities. Contractor has agreed to serve as a consultant regarding implementation and performance of computer-based programs to be used at PPH medical facilities from the perspective of a trained medical practitioner.

WHEREAS, PPH desires to engage Contractor to provide such services;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DUTIES OF CONTRACTOR

1.1 Scope of Services:

1.1.1 Contractor shall provide consulting services on an as-needed basis as agreed to between Contractor and PPH. Contractor will assist the CMIO with the implementation of an electronic health record and other "EHR Roadmap" projects as deemed required. Aside from officially scheduled meetings or work, Contractor shall not engage in any billable activities under this Agreement without the prior permission of PPH.

1.1.2 Contractor shall provide services in compliance with all applicable laws, regulations, and standards of care, as well as all PPH policies, procedures, rules and regulations.

1.2 **Local, State and Federal Taxes**: If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to PPH. Contractor shall pay any interest or penalties incurred due to late payment or nonpayment of such taxes by PPH. In addition, Contractor shall pay all income taxes, Workers Compensation, and FICA (Social Security and Medicare taxes) incurred while performing under this Agreement. PPH shall not:

1.2.1 withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf;

Signed 60

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by and between Lachlan Macleay, MD ("Contractor"), with a principal place of business at 2015 Karren Lane, Carlsbad, CA 92008 and Palomar Pomerado Health, a local healthcare district organized pursuant to Division 23 of the California Health and Safety Code ("PPH"), with a principal place of business at 15255 Innovation Drive, San Diego, California 92128.

WHEREAS, Contractor is a medical doctor with necessary privileges to practice medicine at PPH's medical facilities. Contractor has occasion to use various computer programs approved by PPH and in use at PPH facilities. Contractor has agreed to serve as a consultant regarding implementation and performance of computer-based programs to be used at PPH medical facilities from the perspective of a trained medical practitioner.

WHEREAS, PPH desires to engage Contractor to provide such services;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DUTIES OF CONTRACTOR

1.1 Scope of Services:

1.1.1 Contractor shall provide consulting services on an as-needed basis as agreed to between Contractor and PPH. Contractor will assist the CMIO with the implementation of an electronic health record and other "EHR Roadmap" projects as deemed required. Aside from officially scheduled meetings or work, Contractor shall not engage in any billable activities under this Agreement without the prior permission of PPH.

1.1.2 Contractor shall provide services in compliance with all applicable laws, regulations, and standards of care, as well as all PPH policies, procedures, rules and regulations.

1.2 **Local, State and Federal Taxes**: If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to PPH. Contractor shall pay any interest or penalties incurred due to late payment or nonpayment of such taxes by PPH. In addition, Contractor shall pay all income taxes, Workers Compensation, and FICA (Social Security and Medicare taxes) incurred while performing under this Agreement. PPH shall not:

1.2.1 withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf;

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by and between Stephen Fortus Signer, MD ("Contractor"), with a principal place of business at 11770 Bernardo Plaza Court, Suite 370, San Diego, CA 92128 and Palomar Pomerado Health, a local healthcare district organized pursuant to Division 23 of the California Health and Safety Code ("PPH"), with a principal place of business at 15255 Innovation Drive, San Diego, California 92128.

WHEREAS, Contractor is a medical doctor with necessary privileges to practice medicine at PPH's medical facilities. Contractor has occasion to use various computer programs approved by PPH and in use at PPH facilities. Contractor has agreed to serve as a consultant regarding implementation and performance of computer-based programs to be used at PPH medical facilities from the perspective of a trained medical practitioner.

WHEREAS, PPH desires to engage Contractor to provide such services;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DUTIES OF CONTRACTOR

1.1 Scope of Services:

1.1.1 Contractor shall provide consulting services on an as-needed basis as agreed to between Contractor and PPH. Contractor will assist the CMIO with the implementation of an electronic health record and other "EHR Roadmap" projects as deemed required. Aside from officially scheduled meetings or work, Contractor shall not engage in any billable activities under this Agreement without the prior permission of PPH.

1.1.2 Contractor shall provide services in compliance with all applicable laws, regulations, and standards of care, as well as all PPH policies, procedures, rules and regulations.

1.2 **Local, State and Federal Taxes**: If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to PPH. Contractor shall pay any interest or penalties incurred due to late payment or nonpayment of such taxes by PPH. In addition, Contractor shall pay all income taxes, Workers Compensation, and FICA (Social Security and Medicare taxes) incurred while performing under this Agreement. PPH shall not:

1.2.1 withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf;

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by and between Steve Zgliniec, MD ("Contractor"), with a principal place of business at 488 East Valley Pkwy #314, Escondido, CA 92025 and Palomar Pomerado Health, a local healthcare district organized pursuant to Division 23 of the California Health and Safety Code ("PPH"), with a principal place of business at 15255 Innovation Drive, San Diego, California 92128.

WHEREAS, Contractor is a medical doctor with necessary privileges to practice medicine at PPH's medical facilities. Contractor has occasion to use various computer programs approved by PPH and in use at PPH facilities. Contractor has agreed to serve as a consultant regarding implementation and performance of computer-based programs to be used at PPH medical facilities from the perspective of a trained medical practitioner.

WHEREAS, PPH desires to engage Contractor to provide such services;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DUTIES OF CONTRACTOR

1.1 Scope of Services:

1.1.1 Contractor shall provide consulting services on an as-needed basis as agreed to between Contractor and PPH. Contractor will assist the CMIO with the implementation of an electronic health record and other "EHR Roadmap" projects as deemed required. Aside from officially scheduled meetings or work, Contractor shall not engage in any billable activities under this Agreement without the prior permission of PPH.

1.1.2 Contractor shall provide services in compliance with all applicable laws, regulations, and standards of care, as well as all PPH policies, procedures, rules and regulations.

1.2 **Local, State and Federal Taxes**: If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to PPH. Contractor shall pay any interest or penalties incurred due to late payment or nonpayment of such taxes by PPH. In addition, Contractor shall pay all income taxes, Workers Compensation, and FICA (Social Security and Medicare taxes) incurred while performing under this Agreement. PPH shall not:

1.2.1 withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf;

Signed

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by and between Julie Chuan, MD ("Contractor"), with a principal place of business at 11670 Chippenham Way, San Diego, CA 92128 and Palomar Pomerado Health, a local healthcare district organized pursuant to Division 23 of the California Health and Safety Code ("PPH"), with a principal place of business at 15255 Innovation Drive, San Diego, California 92128.

WHEREAS, Contractor is a medical doctor with necessary privileges to practice medicine at PPH's medical facilities. Contractor has occasion to use various computer programs approved by PPH and in use at PPH facilities. Contractor has agreed to serve as a consultant regarding implementation and performance of computer-based programs to be used at PPH medical facilities from the perspective of a trained medical practitioner.

WHEREAS, PPH desires to engage Contractor to provide such services;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DUTIES OF CONTRACTOR

1.1 Scope of Services:

1.1.1 Contractor shall provide consulting services on an as-needed basis as agreed to between Contractor and PPH. Contractor will assist the CMIO with the implementation of an electronic health record and other "EHR Roadmap" projects as deemed required. Aside from officially scheduled meetings or work, Contractor shall not engage in any billable activities under this Agreement without the prior permission of PPH.

1.1.2 Contractor shall provide services in compliance with all applicable laws, regulations, and standards of care, as well as all PPH policies, procedures, rules and regulations.

1.2 **Local, State and Federal Taxes**: If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to PPH. Contractor shall pay any interest or penalties incurred due to late payment or nonpayment of such taxes by PPH. In addition, Contractor shall pay all income taxes, Workers Compensation, and FICA (Social Security and Medicare taxes) incurred while performing under this Agreement. PPH shall not:

1.2.1 withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf;

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by and between Marc Gipsman MD ("Contractor"), with a principal place of business at 332 Juniper Street, Suite 108, Escondido, CA 92025 and Palomar Pomerado Health, a local healthcare district organized pursuant to Division 23 of the California Health and Safety Code ("PPH"), with a principal place of business at 15255 Innovation Drive, San Diego, California 92128.

WHEREAS, Contractor is a medical doctor with necessary privileges to practice medicine at PPH's medical facilities. Contractor has occasion to use various computer programs approved by PPH and in use at PPH facilities. Contractor has agreed to serve as a consultant regarding implementation and performance of computer-based programs to be used at PPH medical facilities from the perspective of a trained medical practitioner.

WHEREAS, PPH desires to engage Contractor to provide such services;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DUTIES OF CONTRACTOR

1.1 Scope of Services:

1.1.1 Contractor shall provide consulting services on an as-needed basis as agreed to between Contractor and PPH. Contractor will assist the CMIO with the implementation of an electronic health record and other "EHR Roadmap" projects as deemed required. Aside from officially scheduled meetings or work, Contractor shall not engage in any billable activities under this Agreement without the prior permission of PPH.

1.1.2 Contractor shall provide services in compliance with all applicable laws, regulations, and standards of care, as well as all PPH policies, procedures, rules and regulations.

1.2 **Local, State and Federal Taxes**: If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to PPH. Contractor shall pay any interest or penalties incurred due to late payment or nonpayment of such taxes by PPH. In addition, Contractor shall pay all income taxes, Workers Compensation, and FICA (Social Security and Medicare taxes) incurred while performing under this Agreement. PPH shall not:

1.2.1 withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf;

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by and between Roger Acheatel, MD ("Contractor"), with a principal place of business at 488 East Valley Pkwy #201, Escondido, CA 92025 and Palomar Pomerado Health, a local healthcare district organized pursuant to Division 23 of the California Health and Safety Code ("PPH"), with a principal place of business at 15255 Innovation Drive, San Diego, California 92128.

WHEREAS, Contractor is a medical doctor with necessary privileges to practice medicine at PPH's medical facilities. Contractor has occasion to use various computer programs approved by PPH and in use at PPH facilities. Contractor has agreed to serve as a consultant regarding implementation and performance of computer-based programs to be used at PPH medical facilities from the perspective of a trained medical practitioner.

WHEREAS, PPH desires to engage Contractor to provide such services;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DUTIES OF CONTRACTOR

1.1 Scope of Services:

1.1.1 Contractor shall provide consulting services on an as-needed basis as agreed to between Contractor and PPH. Contractor will assist the CMIO with the implementation of an electronic health record and other "EHR Roadmap" projects as deemed required. Aside from officially scheduled meetings or work, Contractor shall not engage in any billable activities under this Agreement without the prior permission of PPH.

1.1.2 Contractor shall provide services in compliance with all applicable laws, regulations, and standards of care, as well as all PPH policies, procedures, rules and regulations.

1.2 **Local, State and Federal Taxes**: If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to PPH. Contractor shall pay any interest or penalties incurred due to late payment or nonpayment of such taxes by PPH. In addition, Contractor shall pay all income taxes, Workers Compensation, and FICA (Social Security and Medicare taxes) incurred while performing under this Agreement. PPH shall not:

1.2.1 withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf;

Signed

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into by and between Sabiha Pasha MD ("Contractor"), with a principal place of business at 555 E. Valley Parkway, Escondido, CA 92025 and Palomar Pomerado Health, a local healthcare district organized pursuant to Division 23 of the California Health and Safety Code ("PPH"), with a principal place of business at 15255 Innovation Drive, San Diego, California 92128.

WHEREAS, Contractor is a medical doctor with necessary privileges to practice medicine at PPH's medical facilities. Contractor has occasion to use various computer programs approved by PPH and in use at PPH facilities. Contractor has agreed to serve as a consultant regarding implementation and performance of computer-based programs to be used at PPH medical facilities from the perspective of a trained medical practitioner.

WHEREAS, PPH desires to engage Contractor to provide such services;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

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1.1 Scope of Services:

1.1.1 Contractor shall provide consulting services on an as-needed basis as agreed to between Contractor and PPH. Contractor will assist the CMIO with the implementation of an electronic health record and other "EHR Roadmap" projects as deemed required. Aside from officially scheduled meetings or work, Contractor shall not engage in any billable activities under this Agreement without the prior permission of PPH.

1.1.2 Contractor shall provide services in compliance with all applicable laws, regulations, and standards of care, as well as all PPH policies, procedures, rules and regulations.

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1.2.1 withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf;

October 28, 2009

TO: PPH Board of Directors

BOARD MEETING DATE: November 9, 2009

FROM: John J. Lilley, M.D., Chief of Staff
PMC Medical Staff Executive Committee

SUBJECT: Department of Family Medicine Rules and Regulations

At the Executive Committee meeting for Palomar Medical Center, modifications to the Department of Family Medicine Rules and Regulations as attached were approved for forwarding to the Board of Directors with a recommendation for approval.

Rationale
The Department is recommending that the name be changed from Department of Family Practice to Department of Family Medicine. Other changes reflect the new Medical Staff Peer Review and Core Privileging Processes.

Attachment

PALOMAR MEDICAL CENTER

DEPARTMENT OF FAMILY ~~PRACTICE~~ **MEDICINE**
RULES AND REGULATIONS

Adopted by the Active Members of the Department of Family Practice on
May 10, 1994
October 8, 2002
October 11, 2005 & 04/11/06
October 13, 2009

Adopted by the Executive Committee on
May 23, 1994
October 28, 2002
August 28, 2006
October 26, 2009

Adopted by the Board of Directors on
June 13, 1994
November 18, 2002
September 11, 2006

ARTICLE I
PURPOSE

The purpose of the Family ~~Practice~~ Medicine Department is to provide family physicians with a department for education and self-discipline, as well as a framework within which family physicians may work as a group on problems affecting the whole Department or each individual member of the Department. The Family ~~Practice~~ Medicine Department in the Hospital is designed to provide family physicians with equal representation in staff policy, administration and clinical services. It is a full clinical department with all departmental rights, duties and responsibilities. The objective of the Family ~~Practice~~ Medicine Department is to promote quality patient care by family physicians in the hospital.

ARTICLE II
MEMBERSHIP

2.1 **Qualifications**

Qualifications for membership within the Department of Family ~~Practice~~ Medicine shall include those requirements specified in the Medical Staff Bylaws, Rules and Regulations. ~~All practitioners who apply for membership shall be board certified or admissible by the American Board of Family Practice, American Board of Osteopathic Medicine in Family Practice, or shall have completed an approved residency in the foregoing discipline, subject to approval by the Executive Committee and Board of Directors.~~

2.2 **Responsibilities**

The responsibilities of membership shall constitute:

a) providing high quality, continuing care for patients, and seeking appropriate consultation when appropriate.

b) participating actively in continuing education and quality assessment/improvement activities as defined by the Medical Staff Peer Review Policy and the PPH Performance Improvement Plan.

c) abiding by the bylaws, rules and regulations of the Medical Staff, ~~and~~ regulations as set forth by the Department of Family ~~Practice~~ Medicine and applicable Hospital policies and procedures.

d) compliance with the Expectations of Physicians Granted Privileges at Palomar Pomerado Health.

ARTICLE III
ORGANIZATIONS

3.1 **Officers**

The officers of the Department will be the Chairman and the Chairman-Elect. The recommended term of office shall be two (2) years but will remain at the discretion of the individual elected.

The Chairman-Elect shall assume the duties and have authority of the Chairman in the absence of the Chairman. The Chairman-Elect shall serve as a member of the Quality Management Committee. Both the Chairman and the Chairman-Elect shall fulfill the duties as outlined in the Medical Staff bylaws, rules and regulations.

3.2 **The Family ~~Practice~~ Medicine Peer Review Committee**

3.2.1 Composition: The Family ~~Practice~~ Medicine Peer Review Committee shall consist of a chairman as appointed by the Chairman of the Department of Family ~~Practice~~ Medicine and at least three (3) other appointed members.

3.2.2 Duties: The Family ~~Practice~~ Medicine Peer Review Committee shall perform peer review when requested to do so by the Medical Staff Peer Review Committee, the Department Chair or the Executive Committee. ~~the clinical course of unimproved patients such as patients with nosocomial infections, complications, and patients with perceived errors in diagnosis and/or treatment, and deaths. Clinical work performed by Family Practice Department members in other departments will be subject to the usual review mechanisms maintained in the respective departments, as well as to review by this Committee when indicated.~~

3.2.3 The Family ~~Practice~~ Medicine Peer Review Committee will meet as necessary ~~(at least quarterly). It~~ and shall maintain a record of its proceedings and shall report its activity and recommendations to the Department of Family ~~Practice~~ Medicine .

ARTICLE IV
PRIVILEGES

4.1 Clinical Privileges

Criteria for requesting and maintaining privileges in Family Medicine is defined on the specialty-specific delineation of privileges.

~~In order to qualify for family practice privileges, an applicant or member shall have successfully completed an accredited family practice residency program; be board certified or eligible to sit for the certification exam by the American Board of Family Practice or the American Osteopathic Board of General Practice; or demonstrate acceptable equivalent training and experience in the area of the privileges sought.~~

4.1.1 Application: Each applicant must complete the appropriate forms designating the ~~category of~~ privileges he wishes to request and the medical or surgical procedures, which he wishes to perform. Upon receipt of the forms and forwarding of an application declared complete by the Credentials Committee of the Medical Staff, the Chairman of the Department of Family ~~Practice~~ Medicine will review same and may meet with the applicant.

4.1.2 Scope: Privileges shall be recommended based on an individual's qualifications, rather than on the basis of the physician's specialty category alone. Privileges and procedures considered to be within the common realm of Family Practice Care as per the Family ~~Practice~~ Medicine ~~Department~~ Clinical Privileges Checklist, will be granted by this Department. All other privileges require co-privileging ~~in the appropriate department~~ per the appropriate specialty-specific clinical privileges checklist.

4.1.3 Reappointment: The members of the Department of Family ~~Practice~~ Medicine will undergo provisional review and biennial reappointment in accordance with the Medical Staff bylaws.

4.1.4 Additional Privileges: Additional privileges may be requested at any time by submitting a written request accompanied by qualifying documentation. Any additional privileges recommended for approval may be subject to monitoring.

4.1.5 Monitoring: Each applicant shall undergo a uniform monitoring process conducted by a~~n Active~~ Member holding privileges equal to or greater than those requested within the Department of Family ~~Practice~~ Medicine. The Department's monitoring requirements are set forth in a policy entitled "Department of Family Medicine ~~Practice~~ Monitoring Requirements."

Article V
Amendments

Proposal: A motion for amendment of these rules and regulations or amendment to policies may be introduced during Department of Family Medicine ~~Practice~~ meetings after which amendments shall be distributed to active members of the department thirty (30) days prior to adoption at a Department of Family ~~Practice~~ Medicine meeting.

Adoption: Adoption of amendments shall require a two-thirds (2/3) vote of the active members present. Amendments shall become effective after approval by the Executive Committee and the Board of Directors.

Adoption of policy amendments to Department of Family ~~Practice~~ Medicine policies shall require a simple majority of Active members present at a Department meeting. Amendments to Department of Family ~~Practice~~ Medicine policies shall become effective after approval by the Department and Executive Committee. The Board may review any such policies at its discretion and may exercise its right to approve or disapprove any policy in the same manner as a departmental rule and regulation.

MONITORING POLICY

A period of focused professional practice evaluation is implemented for all initially requested privileges. The specific mechanism for this evaluation is defined on the applicable specialty-specific clinical privileges checklist. A period of focused review may also be implemented based on the results of ongoing professional practice evaluation as defined in the Medical Staff Peer Review Policy.

Provisional (Category) Member's Responsibility
It is the responsibility of the Provisional Member

a. to ~~assist with identification of~~ identify cases for retrospective admission monitoring by a member of the Department of Family Medicine ~~Practice Peer Review Committee~~ with privileges equal to or greater than the privileges held by the Provisional Member.

b. to arrange for an ~~Active (category)~~ Member (with privileges equal to or greater than the privileges held by the Provisional member) to monitor his procedural cases.

The monitors must be members of the Department of Family ~~Practice~~ Medicine except in the case of procedures where
monitoring may be performed by a member of another department, who has privileges in his department or in the Department of Family ~~Practice~~ Medicine to do the procedure in question.

c. to ensure monitoring reports are submitted to the Medical Staff Services office by the monitor.

Time of Monitoring
Admission monitoring is to be completed during the Provisional period.

Scope of Monitoring
Monitoring is to include ~~monitoring of~~ all phases of a patient's hospitalization (admission, management, discharge, etc.)

Restrictions
When monitored, not more than one-half of the work done by the applicant shall be evaluated by any one monitor, and the remainder shall be evaluated by at least two other monitors. In cases where there are insufficient numbers of qualified monitors to comply with this rule, the chairman of the department may make an exception.

Number of Cases to be monitored
~~At least (6) admissions. Procedural monitoring guidelines are attached.~~ Specific monitoring requirements are defined on the applicable specialty-specific clinical privileges checklist(s).

Advancement
Admission monitoring must be submitted and reviewed by the Chairman of the Department of Family ~~Practice~~ Medicine on at least six (6) admissions during the minimum of a one (1) year period or maximum two (2) year period prior to advancement from Provisional to either Active or Courtesy. The Chairman may consider acceptance of monitoring performed at Pomerado Hospital but such monitoring must include at least two (2) cases performed by Active members of the Palomar Medical Center Medical Staff.

Responsibility of the Monitor
It is the responsibility of the monitor

a. to review the indications for admission, the content of the history, physical and orders, assessment of problems, use of laboratory, x-ray, etc., use of consultants, rapport with patient and rapport with staff.

b. to be physically present when a procedure is performed as well as reviewing the indications for the procedure, outcome, pre-procedural preparation, handling of specimens, technique, and the appropriateness of the procedure note, progress note, handling of complications, general patient care and suitability of orders.

c. to have responsibility to interdict procedures or therapy, which they deem dangerous or contraindicated pending evaluation by the Chairman or the Chief of Staff.

d. to refrain from interacting with the patient or writing in the patient's chart.

e. to share conclusions, recommendations or suggestions with the Provisional member if the monitor so desires and, if shared, make a note about same on the monitoring form itself.

Monitoring Forms
Monitoring forms may be obtained from the Medical Staff Services office. Once ~~it is~~ completed, ~~it~~ they should be submitted to the Medical Staff Services office.

Review of Monitoring Forms by the Chairman of the Department of Family ~~Practice~~ Medicine
Once the Provisional member's file contains the appropriate number of admission or procedural forms, the Medical Staff Services personnel will present the Provisional Member's file to the Chairman of the Department for review.

Additional Monitoring
It is the prerogative of the Department Chairman to request additional monitoring if it is felt warranted or to declare the monitoring requirement fulfilled. The Provisional member will be advised of the Chairman's decision.

Access to Monitoring Forms
The Provisional Member does not have access to monitoring forms unless the content of same has been shared with him by the monitor. Exception: A recommendation for disciplinary action may result in disclosure.

Additional Privileges
Requests for additional privileges may result in a monitoring requirement following procedural steps of this policy.

Emergency Department Consultation Rotation
Completion of monitoring is not required to participate on the primary care emergency consultation rotation.

Temporary Privileges (after successful completion of the application process)
An applicant practicing under temporary privileges while awaiting Provisional appointment is subject to this policy.

EMERGENCY DEPARTMENT CONSULTATION POLICY

Requirement
The Department of Family Practice will provide an Emergency Department Consultation panel in accordance with the Medical Staff Bylaws on a voluntary basis.

Criteria for Inclusion on Emergency Consultation Call Panel
Inclusion of the Emergency Department Consultation Panel will occur immediately upon Provisional appointment unless waived by the Chairman of the Department of Family ~~Practice~~ Medicine.

Provisional
A Provisional (category) member is required to provide emergency department consultation.

Active
An Active (category) member is required to provide emergency department consultation.

Courtesy
A Courtesy (category) member is not required to provide emergency department consultation unless there is an insufficient number or Provisional and Active Members to provide adequate coverage at which time the Department Chairman may require a Courtesy Member to serve if the Courtesy member has met the monitoring requirements outlined above. A Courtesy member may volunteer to serve.

Consulting
A Consulting (category) member is not required to provide emergency department consultation.

Associate
An Associate (category) member is not required to provide emergency department consultation.

Age 60
Any member age 60 or older is not required to provide emergency department consultation. The member may continue to volunteer.

Trauma
Involvement in the provision of care for the trauma program is voluntary.

Coverage
It is permissible for a person on the emergency department consultation rotation to give his call to another member of the panel on a voluntary basis. The person giving up call will be responsible for making arrangements and for notifying the Emergency Department and the Medical Staff Services office of this arrangement. If a physician is unable to provide coverage on the day designated, it is his responsibility to arrange coverage via another physician and so notify the Emergency Department and the Medical Staff Services office.

Rotation
Those physicians who are simultaneously on call for primary medicine at another hospital will not be scheduled for primary medicine call on the same day at Palomar.

Refusal to Provide Emergency Department Consultation
Refusal to provide emergency department consultation may result in the loss of privileges as allowed by the Medical Staff bylaws, rules and regulations.

Response Time
In accordance with the Medical Staff bylaws, rules and regulations, the Member shall be able to respond by phone to the Emergency Department approximately fifteen (15) minutes from the initial attempt to contact the Member. The Member shall only be required to come to the Emergency Department if specifically requested, and if so requested, must be present in the Emergency Department within approximately thirty (30) minutes from time of phone contact.

GUIDELINES FOR PRIVILEGES

Responsibility of the Credentials Committee of the Medical Staff
To determine if the application is complete and that there are no reasons why this individual should not be considered for membership and privileges at Palomar Medical Center.

Responsibility of the Chairman of the Department of Family ~~Practice~~ Medicine
To determine documented and demonstrable skill, experience and education relative to the diagnostic and treatment procedures and pre-operative evaluation, technical performance and post-operative care inherent in the procedures requested.

~~**Resources**~~

~~a. Education/Training~~

~~Application process includes submission of a questionnaire to the director of the internship and residency. This questionnaire includes the question "did the applicant's training include those procedures being requested." A copy or listing of the applicant's checklist is included.~~

~~b. Reference letters.~~

~~c. Malpractice Coverage Limitations~~

~~d. Department of Family Practice policy entitled "Department of Family Practice Monitoring Policy."~~

~~e. Department of Family Practice policy entitled "Department of Family Practice Attendance Policy."~~

ATTENDANCE POLICY

In accordance with the rules and regulations of the Department of Family ~~Practice~~ Medicine, 25% of the Department meetings must be attended during a Medical Staff Year (January through December.)

Sanctions
Failure to satisfy the meeting attendance requirements for one (1) year shall, at a minimum, double the amount of dues required from the member of the next medical staff year. If the Member fails to satisfy attendance requirements a second time within three (3) years of the first violation, the Member's dues shall be tripled; if he fails to satisfy attendance requirements a third time within the following three (3) years, the member's dues shall quadruple; and each subsequent violation within a three (3) year period of the most recent violation shall result in a similar increase in the amount charged following such violation.

Department of Family ~~Practice~~ Medicine
Department of Family Practice meetings are usually held every other month.

Family Medicine ~~Practice~~ Peer Review Committee
The Family Practice Peer Review Committee meetings are scheduled as needed. ~~usually held at least quarterly~~

~~**Advancement to Active**~~
~~Compliance with the attendance requirement is necessary for advancement of a Provisional (category) Member to an Active (category) member.~~

~~**Advancement to Courtesy**~~
~~Compliance with the attendance requirement is not necessary for advancement of a Provisional (category) member to a Courtesy (category) Member. Non-attendance during the provisional period, may, however, affect a later request from a Courtesy Member to become an Active Member.~~

SUPERVISION OF RESIDENTS

Supervision of Family ~~Practice~~ Medicine Residents from UCSD who are doing an Internal Medicine inpatient rotation at Palomar Medical Center is described in the UCSD/PPH Graduate Medical Education Supervision Policy.

(Policy Attached – Pages 12&13)

Approved by the Department of Family Medicine ~~Practice~~: April 11, 2006

~~QUALITY ASSESSMENT REVIEW POLICY~~

~~Quality Assessment review will be performed primarily by the Department of Family Practice Peer Review Committee. This does not negate review by the Department as a whole.~~

~~Purpose~~
~~To fulfill the Department of Family Practice's Responsibility to participate in medical care evaluation.~~

~~Identification~~
~~Charts needing review are identified via the Quality Management Department. The method of selection is primarily based on departmental developed indicators, Medical Staff wide generic screens (e.g. transfusions, deaths), surgical case review (pathology code 3s, appropriateness criteria), and referrals from other departments/committees/subsections.~~

~~Another method of identification is through quality assurance referrals (notification of specific incidents) relating to physician behavior or perhaps risk management concerns (i.e. inappropriate progress notes.)~~

~~Review~~

~~a. The Quality Management Department generates a form (generally called a Performance Improvement Worksheet) and places same in the chart to be reviewed. This form reflects the reason for the review and allows space for physician reviewer's comments as well as the determination of the standard of care rendered.~~

~~b. Ideally, charts are reviewed prior to the Family Practice Peer Review Committee meeting date. A physician reviewer may, at his discretion, request discussion of "interesting cases".~~

~~c. A summary of the review is then generated from which individual physician performance is monitored/tracked. Individual performance is reviewed at the end of a provisional period, at reassessment/reappointment, or upon request by the Department chairman.~~

~~Guidelines~~

~~a. A physician reviewer cannot review his own chart.~~

~~b. The attributed physician will be written if there are questions regarding the case or additional information or explanation is needed. The physician has 30 days in which to respond; otherwise, the standard of care determination will remain as originally determined.~~

~~c. Trends are to be referred to the Chairman of the Department of Family Practice who will either undertake a review himself or appoint an ad hoc committee.~~

~~f. Behavioral issues are to be reviewed by either the Chairman of the Department of Family Practice or the Chief of Staff.~~

~~The Department of Family Practice encourages resolution of interpersonal interactions, differences of opinion, etc. at the time of occurrence. If a situation cannot be resolved in accordance with policies governing conflict situations, then any physician or Hospital employee may direct a request for review.~~

~~Medical Staff Policy – Conflict Resolution~~

~~Purpose: To allow employee/physician (interpersonal/behavioral) conflicts to be resolved with understanding and tack and without inappropriate utilization of the quality assessment system.~~

~~1. If an employee or physician is in disagreement or has a question/concern with a physician or employee and the patient is in no immediate crisis, the employee or physician should approach the physician/employee to discuss the situation. (The discussion is best accomplished away from the bedside and out of hearing distance of visitors.)~~
~~2. If the situation is resolved at this point, and there is no untoward incident with the patient, the situation is considered closed.~~
~~3. If the patient's care is still in question, the employee/physician will discuss the issue with her/his/the immediate supervisor.~~
~~4. The supervisor will review the situation, indicate it closed, or will discuss it with the employee/physician.~~
~~5. If the nursing unit manager is unable to resolve the conflict with the employee/physician, the supervisor should contact the Chairman of the member's department and/or the Chief of Staff. The appropriate Medical Director will be contacted to assist in facilitating a resolution if resolution is not prompt.~~
~~6. Formal documentation and trending of employee incidents and their resolution shall be initiated by the employee's supervisor and/or appropriate Assistant Administrator. The hospital wide quality assessment system may be utilized as appropriate. Significant trends of behavior aberrancies will be managed per existing hospital personnel procedures.~~

~~Formal documentation and trending of physician incidents and their resolution shall be initiated by the Chairman of the member's department or the Chief of Staff. The quality assessment system of the Medical Staff, including the peer review process, may be utilized as appropriate. Significant trends of behavioral aberrancies will be managed per existing mechanisms of the Medical Staff.~~

~~**Change in Patient Condition and Physician Not Available**~~
~~To establish a chain of command to be followed if a physician is not available and the patient's medical care necessitates physician intervention in a timely manner.~~

~~1. If a patient's condition changes or is changing so as to be evident that physician intervention is a necessity, the nurse will make a concerted, timely effort to reach the physician.~~
~~2. If the physician is not available or does not respond in a "reasonable" time, the employee will notify his/her immediate supervisor. (Reasonable time will be defined by the circumstances).~~
~~3. The supervisor will attempt to notify the physician. If not successful, the following chain of command will be implemented:~~
~~Chairman of the Department in which the physician is a member.~~
~~Chief of Staff if the chairman is not available.~~
~~4. A written quality assessment report will be initiated.~~
~~5. If patient's condition warrants, the Emergency Medicine physician may be contacted.~~

UCSD/PPH Graduate Medical Education Supervision Policy (MS 2.30)

(Joint Council on Accreditation of Healthcare Organizations ("JCAHO") Standards referenced in appropriate sections-e.g., MS 2.30 refers to published JCAHO standard paragraph MS 2.30)

I. OBJECTIVE

In order to maintain high clinical and educational standards and to assure compliance with applicable regulations in these areas, UCSD School of Medicine, Palomar Pomerado Health ("PPH"), and Neighborhood Healthcare Hospitalists ("NHH") assure adequate RESIDENT supervision appropriate to each level of training, recognizing that graduate medical education is based on a system of graded responsibility in which the level of RESIDENT responsibility increases with years of training. UCSD has provided assurance that training at all AFFILIATE HOSPITALS is in accordance with these principles.

II. DEFINITIONS

1. **GME TRAINING PROGRAM:** The responsible program within a UCSD School of Medicine Department that recruits residents, oversees their training and conducts the evaluation process.

2. **RESIDENT:** Any M.D. or D.O. in a training program that leads to eligibility for either general certification or subspecialty certification by an approved ABMS Specialty Board, or any M.D. or D.O. in a training program where American Board of Medical Specialties ("ABMS") Specialty Board certification has not been created. This includes all trainees in Accreditation Council for Graduate Medical Education ("ACGME") and/or non-ACGME accredited programs.

3. **SUPERVISING PHYSICIAN:** A licensed, independent M.D. or D.O. credentialed and privileged in accordance with all applicable state, federal, and organizational requirements.

4. **GME TRAINING PROGRAM FACULTY:** Individuals within the UCSD Family Medicine Residency Program responsible for coordination of clinical training experiences at affiliate hospitals.

5. **AFFILIATE HOSPITAL:** Institution providing an opportunity for Adult Medicine rotation for Family Medicine Residents.

III. REQUIREMENTS

1. The RESIDENT will be in good standing with their training program at the time of their rotation at PPH. The RESIDENT will either have obtained a valid California license or be eligible to obtain a valid California License upon attaining the training level necessary to apply for licensure. The RESIDENTS will be part of the Department of Family and Community Medicine, rotating as Adult Hospitalists at Palomar Medical Center ("PMC") under the supervision of the NHH.

2. The SUPERVISING PHYSICIAN must be approved by the sponsoring entity (UCSD) in order to supervise RESIDENTS. UCSD must communicate in writing to PPH that each SUPERVISING PHYSICIAN has been approved. SUPERVISING PHYSICIANS can provide care and supervision only for those clinical activities for which they have clinical privileges.

3. Graduate Medical Education Committee duties and monitoring will be carried out by the UCSD School of Medicine GME program. UCSD will provide details regarding the needs of the GME program, including patient care requirements, supervision requirements, and related educational needs of its participants.

4. The Hospitalist Medical Director, or his/her designee, will be responsible for facilitating the necessary communication between PPH and UCSD regarding quality of care, treatment, services and educational needs of the GME TRAINING PROGRAM participants. UCSD will provide inpatient rotation requirements and evaluation forms as needed. (MS 2.30.5,7, 8)

IV. SUPERVISION GUIDELINES

1. Communication and collaboration between SUPERVISING PHYSICIANS and RESIDENTS are required. Identification of the respective duties and responsibilities of SUPERVISING PHYSICIANS and RESIDENTS provides the foundation upon which supervision is based.

2. RESIDENTS must be supervised in such a way that the RESIDENTS assume progressively increasing responsibility for patient care according to their level of training, ability, and experience. The GME TRAINING PROGRAM FACULTY must determine the level of responsibility afforded each resident.

V. COMPONENTS OF SUPERVISION (MS 2.30.1)

1. Educational objectives are defined.

2. The SUPERVISING PHYSICIAN assesses the skill level of the RESIDENT by direct observation.

3. The SUPERVISING PHYSICIAN authorizes independent action by the RESIDENT.

4. The SUPERVISING PHYSICIAN defines the course of progressive independence from performing functions together with the RESIDENT to decreasing frequency of review. This process starts with close supervision, progressing towards independence as skills are observed and mastered. (MS 2.30.1)

5. Documentation of supervision by the involved SUPERVISING PHYSICIAN must be customized to the clinical setting, based on guidelines for best practice and regulations by the ACGME and JCAHO. One of the four components listed below must always be present in the patient medical record when a RESIDENT is involved in the patient's care:

(a) Progress note by the SUPERVISING PHYSICIAN,

(b) Addendum to the RESIDENT'S progress note by the SUPERVISING PHYSICIAN,

(c) Counter-signature (physical or electronic) of the progress note by the SUPERVISING PHYSICIAN,

(d) A medical record entry documenting the name of the SUPERVISING PHYSICIAN and that discussion occurred about the case.

There are also certain clinical settings, outlined in this policy, for which a specific type of documentation is required by accreditation and regulatory agencies. Such documentation will be present in the patient medical record when required. Written evaluation and written and oral feedback are to be considered in the RESIDENT'S progression levels. At all times, and at any level, the resident has access to advice and direction from a SUPERVISING PHYSICIAN.

VI. POLICY

1. Each GME TRAINING PROGRAM will comply with external regulatory agency requirements regarding the supervision of RESIDENTS and their care of patients. To the extent that the individual ACGME Program Requirements differ from this Supervision Policy, the UCSD RRC (Residency Review Committee) Requirements must also be met.

2. Each GME TRAINING PROGRAM will assign a SUPERVISING PHYSICIAN(s) to be responsible for compliance with this Supervision Policy at each AFFILIATE HOSPITAL.

3. NON-OPERATING ROOM PROCEDURES: When performed by a RESIDENT, routine bedside procedures including skin biopsies, central and peripheral venous access lines, lumbar punctures, centeses. and incision and drainage will be done under direct supervision of the Supervising Physician.

4. INPATIENT CARE: RESIDENTS will be able to name an available supervising physician at all times during patient care. SUPERVISING PHYSICIANS must be immediately available to RESIDENTS.

The SUPERVISING PHYSICIANS must physically meet, examine, and evaluate new patients being cared for by a RESIDENT on the inpatient service within 6 hours of admission to the hospital, including on weekends and holidays. Documentation of the SUPERVISING PHYSICIAN'S findings and recommendations regarding the treatment plan must be in the form of an independent progress note or an addendum to the RESIDENT'S note, and must be entered by the end of the calendar day following admission. (MS 2.30.1, 2, 3, 4)

SUPERVISING PHYSICIANS are expected to be personally involved in the ongoing care of patients assigned to them in a manner consistent with the clinical needs of the patient and the graduated responsibility of the RESIDENT.

Evidence that the SUPERVISING PHYSICIAN approves the discharge or transfer of the patient being cared for by a RESIDENT from an inpatient service will be documented by the signature of the SUPERVISING PHYSICIAN on the discharge summary or by a separate progress note.

SUPERVISING PHYSICIANS for NHH Hospitalist consultations for inpatients must evaluate the patients and demonstrate concurrence by counter-signature of the consultative note, or by written or electronic notation.

5. ORDERS (MS 2.30.2.4): RESIDENTS may write admission, discharge, and daily orders. RESIDENTS will document in dictation or notes 'orders discussed with (supervising MD)'.

RESIDENTS may transmit verbal orders and do computerized physician order entry when available.

Patient Controlled Analgesia ("PCA") orders cannot be written by a RESIDENT. PCA orders may be written only by a MD or DO with PCA privileges as defined by applicable PPH or PMC policy.

6. ADMISSIONS: (MS 2.30.2) All Critical Care Unit admissions must be assessed by the SUPERVISING PHYSICIAN before the patient is transferred to the CCU. (MS 2.30.1,2,4).

7. ROUNDS: RESIDENTS will perform daily rounds on their patients. The SUPERVISING PHYSICIAN will assess every patient every day in a manner to optimize both patient care and the development of the independent clinical patient management by the RESIDENT. The RESIDENT will contact the SUPERVISING PHYSICIAN in accordance with the parameters set for the individual patient by the RESIDENT and SUPERVISING PHYSICIAN.

8. CENSUS: The RESIDENT will be assigned patients from the existing hospitalist census; i.e., from the pool of patients that the SUPERVISING PHYSICIAN would normally be responsible for; it is not the intent of the program to increase the SUPERVISING PHYSICIAN patient census by participating in the GME TRAINING PROGRAM..

9. PATIENT SAFETY/OUTCOMES: (MS 2.30.6,7) The usual Quality Management and Peer Review processes will apply to patients co-managed by a RESIDENT and SUPERVISING PHYSICIAN, with the same monitoring, data gathering, and performance criteria applied. The SUPERVISING PHYSICIANS and RESIDENTS will be accountable for patient safety and outcomes measures.

Approved by the Family Practice Department – ~~10/11/2005 & 04/11/2006~~ 10/13/2009
PMC Executive Committee: ~~08/28/06~~ 10/26/2009
Board of Directors: ~~09/11/06~~

Pomerado Hospital Medical Staff Services
15615 Pomerado Road
Poway, CA 92064
Phone – (858) 613-4664
FAX - (858) 613-4217

DATE: October 30, 2009
TO: Board of Directors - November 9, 2009
FROM: Franklin M. Martin, M.D., Chief of Staff, Pomerado Hospital Medical Staff
SUBJECT: Medical Staff Credentials Recommendations – October 2009

Provisional Appointments: (11/09/2009 – 10/31/2011)
Patrick D. Browning, M.D. - Radiology
Brent A. Butcher, M.D. – Wound Care (includes Villa)
Alison C. Celis, D.O. – Emergency Medicine
Victor L. Kovner, M.D. – Medicine/Internal Medicine (includes Villa)
Mohinderpal S. Thaper, M.D. – Internal Medicine (includes Villa)
Todd Wells, M.D. – Family Practice/Medicine

Biennial Reappointments: (12/01/2009 – 11/30/2011)
Celestine J. Arambulo, D.O. – Associate – Medicine (includes Villa)
Duane M. Buringrud, M.D. – Courtesy – OB/GYN
Eric M. Emont, M.D. – Associate – Medicine (includes Villa)
Russell W. Engevik, M.D. – Active -Emergency Medicine
Anna Rita Foraci, D.O. – Courtesy -Medicine
Tahir Ijaz, M.D. – Consulting - Radiology
Thomas A. Jones, M.D. – Courtesy - Surgery
Steve Laverson, M.D. – Courtesy - Surgery
Ronald M. Levin, M.D. – Active - Anesthesiology
Patrocinia A. Magat, M.D. – Affiliate - Medicine
Richard A. Merino, M.D. – Affiliate - Medicine
Kevin B. Merkes, M.D. – Affiliate - Medicine
Vincent R. Okamoto, M.D. – Affiliate - Anesthesiology
Glenn M. Panzer, M.D. – Medicine – Active (includes Villa)
Steven G. Pratt, M.D. – Active - Surgery
William D. Tench, M.D. – Active - Pathology

Additional Privileges:
Brian W. Goelitz, M.D. - Spine Interventional Radiology Bundle: Percutaneous Vertebroplasty; Placement of Spinal Cord Stimulators; Balloon assisted Vertebroplasty (Kyphoplasty).
John C. Gregorius, M.D. – Moderate and Deep Sedation

Advancements:
James F. Marino, M.D. – Assisting Only – Surgery (11/09/2009- 1/31/2011)
James R. McClurg, M.D. – Active – Surgery (11/0/2009- 1/31/2011)

Resignations:
Lawrence A. Koenig, M.D.
Steven C. Plaxe, M.D.

Expiration of Membership:
Kathleen Gates, M.D. (11/20/2009)

Allied Health Reappointment: (12/01/2009-11/30/2011)
Jim P. Marte, M.D., P.A.-C – Sponsor Dr. Jeffrey Schiffman

Allied Health Resignation:
Safwat Rafla, P.A.-C

Allied Health Two Year Leave of Absence:
Kenneth Shedarowich, P.A.-C (11/09/2009-10/31/2011)

POMERADO HOSPITAL: Certification by and Recommendation of Chief of Staff: As Chief of Staff of Pomerado Hospital, I certify that the procedures described in the Medical Staff Bylaws for appointment, reappointment, or alternation of staff membership or the granting of privileges and the policy of the Palomar Pomerado Health System's Board of Directors regarding such practices have been properly followed. I recommend that the Board of Directors take the action requested in each case.

Informational: FY'10 Workforce Initiatives

TO: Human Resources Committee

MEETING DATE: November 9, 2009

FROM: Nancy Bassett, Chair Human Resources Committee

BACKGROUND: HR Committee reviewed the FY'10 Workforce Initiatives as found in the PPH Strategic Initiative document:

4.1 (a) Implement a comprehensive leadership development program including: Leadership Orientation, Challenge 1 and Boot Camp

4.1 (b) Improve employee engagement scores through utilization and completion of effective impact plans

BUDGET IMPACT: Not Applicable

INFORMATIONAL ITEMS:

1. The Leadership orientation (supervisors and above) has been initiated and is a full day program 4 days each month. Each of the four days focuses on one of the four domains. New managers must attend; program is open as a refresher course for current management staff. The goal is to orient managers to PPH processes.
2. Exemplary Leadership I course has been designed and implemented on a quarterly basis. These classes are a requirement for all leaders and EMT.
3. Leadership Boot Camp has been developed and initiated. All sessions are currently held at Innovation with leaders relieved of their daily duties to attend. This is a 3-day leadership development program sequenced over a quarter focusing on knowledge intelligence, emotional and political intelligence. Mandatory at the supervisor and management level but is open to all levels of leadership.
4. An organizational impact plan has been established for the whole organization to improve the employee engagement scores.
   a. J. O'Malley noted that a different approach has been established for this year. This year PPH is focusing on the same impact plan across the system. Departments are may have impact plans for their areas in addition to the organizational impact plan.
   b. Outcome focused rounds are being performed by Leaders with each of their employees one time per quarter.
   c. Recognition notes are individualized thank you notes Leaders send to the employee at home. A minimum of five notes per month has been established as a standard best practice focusing on behaviors that we want to reinforce. Notes are not limited to staff

Informational: FY'10 Workforce Initiatives

reporting to any given Leader, across all levels. The minimum quota was established to create a habit to help motivate the movement the culture of the organization.

d. Development plans are being put in place for every employee in addition to the annual evaluation. Development plans will be reviewed twice each year.
e. Employee surveys comprised of 16 questions (12 of the questions are the same as the Gallup survey) will be done twice each year with two additional surveys of five questions only.

5. The communication plan is being launched at nursing meetings and at a PPH Leadership meeting in November.

COMMITTEE QUESTIONS:
N. Bassett requested a composite of evaluation responses for the various leadership programs.

COMMITTEE RECOMMENDATION:

Motion:

Individual Action:

Information: X

Required Time:

Health Insurance

TO: Human Resources Committee

MEETING DATE: November 9, 2009

FROM: Nancy Bassett, Chair Human Resources Committee

Background: During union negotiations PPH agreed to have a work group comprised of 2 CNA members, 2 CHE members, and 2 non-union members meet to consider changes to the health insurance plan. The recommendation from this work group was presented to the HR Committee as well as the implementation plan and cost savings.

Budget Impact:

Information provided:

PPH will be changing carriers from HealthNet to Cigna.

1. The 2010 premiums for HealthNet are 12% over current premiums, Cigna Matching is 6% over current premiums ($10 co-pay), Cigna Option 1 is a 1% increase ($15 co-pay).
   a. The unions prefer the Cigna Matching program because it carries a lower co-pay.
   b. B. Turner conceded to using the Cigna Matching plan even though employee premiums will increase by approximately 5-6% after including the hospital co-pay.
2. There will be a $10 co-pay for unlimited Rehab visits. However, a PPH physician is seen, and the employee uses PPH for rehab services, the co-pay is waived.
3. Emergency Room co-pay will go up from $35 to $50. However, Urgent Care and Express Care co-pay will be decreased from $35 to $25.
4. Pharmacy co-pays are the same ($10 for generic and $20 for brand names). There is a $5 increase for on non-formulary medicines to $40.
5. B. Turner conceded to a $150 co-pay per admission rather than $250. If a PPH facility is used the co-pay will be waived. Community standard is that employees receive services at their own facilities.
   a. B. Turner conceded to the lower co-pay per admission.
   b. B. Turner is not prepared to concede the incentive of waiving the co-pay for using PPH facilities. Unions want employees to be able to use any facility without a co-pay for inpatient admissions.
6. The new POS service is basically the same with the exception of having two tiers rather than three.
7. B. Turner noted that physician groups have a 97% match between HealthNet and Cigna. Cigna will be working with PPH employees needing to find a new physician.

Health Insurance

8. Because this is a new insurance carrier, all employees must re-enroll.
9. Communications are being prepared to alert employees to this change and the open enrollment process.

Committee Questions/Suggestions/Requests:

COMMITTEE RECOMMENDATION:

Motion:

Individual Action:

Information: **X**

Required Time:

Recommended Communication Plan:

PPH Board Subcommittee Activity Summary

October 19, 2009

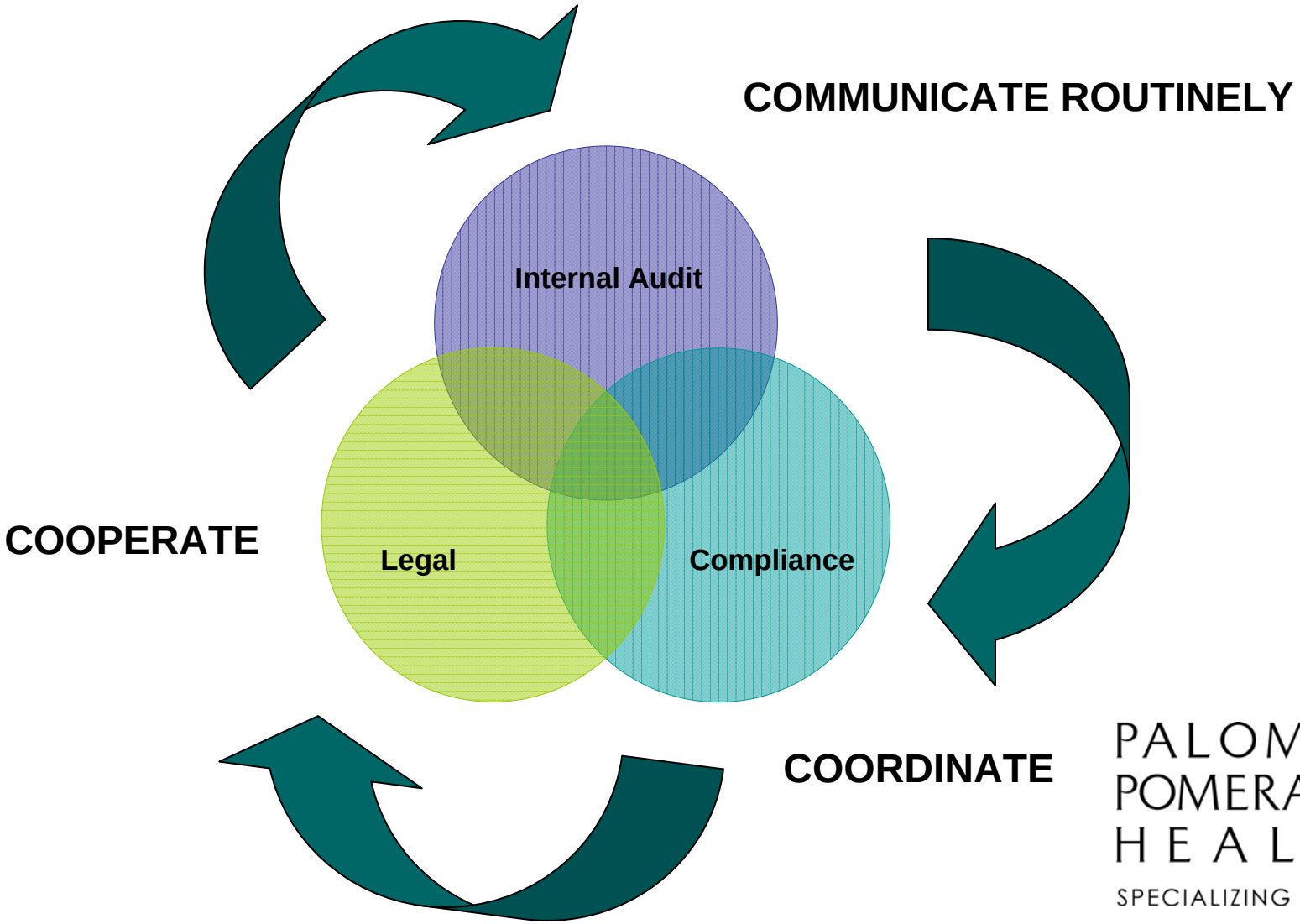
Internal Audit Committee

ACTION ITEMS:

INFORMATION ITEMS:

- **H1N1 Update:** was given
- **Regulatory Update:** was given
- **Patient Safety Update:** was given.
- **Operative and Other Invasive Procedures Update**: Deferred to November
- **Midas Complaint Resolution:** Deferred to November
- **Balanced Scorecard Update:** Update provided in initiatives 1.1a, 3.1 and 3.2
- **Patient Identification Follow-up:** Midas Complaint Resolution has been kicked off – Update will be given in November

The PPH Legal-Compliance-Internal Audit Triad Essentials

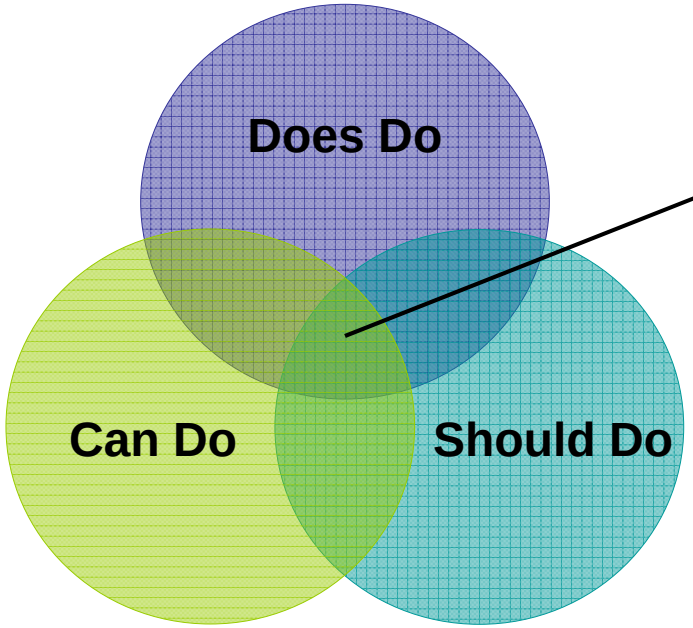


PALOMAR POMERADO HEALTH
SPECIALIZING IN YOU

The PPH Legal-Compliance-Internal Audit Triad

Internal Audit

- Risk Assessment
- Evaluate Internal Controls/Improvements
- Identify/Report Control Deficiencies
- Recommend Operational Effectiveness/Efficiency
- Act as Resource to Mgmt.
- Follow Generally-Accepted Auditing Standards



- Speak the truth to the Board & CEO
- Goal is for PPH to do the Right Thing

Legal

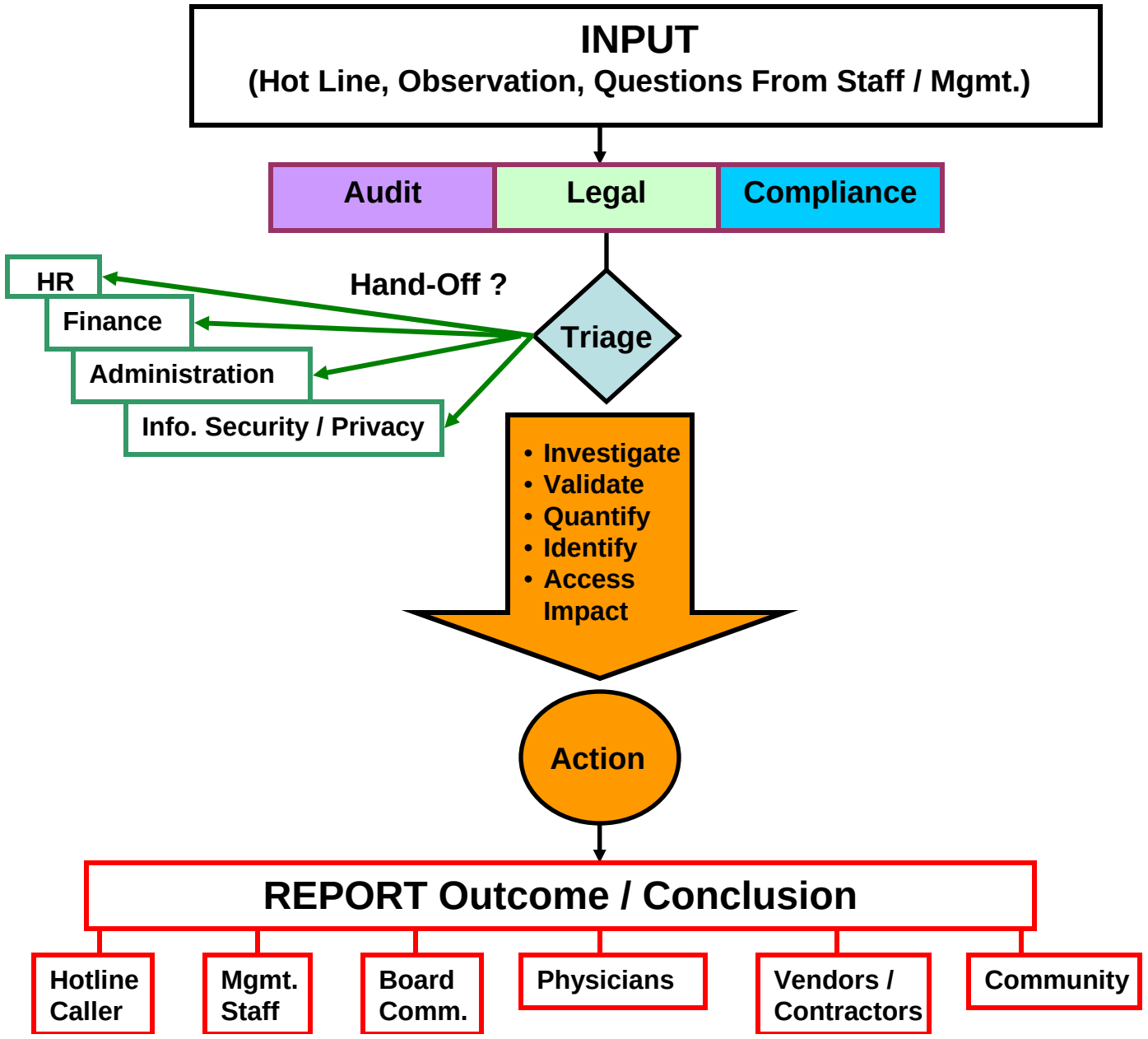
- Manage Legal Matters
- Governance
- Joint Ventures
- Contracts

Compliance

- Evaluate New/Old Requirements
- Document Procedures
- Training/ Education
- Awareness Activities
- Monitoring
- Reporting

PALOMAR POMERADO HEALTH
SPECIALIZING IN YOU

The PPH Legal-Compliance-Internal Audit Triad Flow



PPH Board Subcommittee Activity Summary

October 20, 2009

Governance Committee

ACTION ITEMS:

- **None**

INFORMATION ITEMS:

- **Committee Charters:** were discussed
- **Leadership and Management Policy:** was discussed

Physician Foundation Business Model

TO: Board of Directors

MEETING DATE: Monday, November 9, 2009

FROM: Robert Trifunovic, MD
Medical Staff Development Officer

BY: Board Finance Committee
Tuesday, October 27, 2009

Background: Palomar Pomerado Health staff have been evaluating and structuring the Physician Foundation business model to align PPH's interests and medical care in the community. We have ascertained that this business model is in the best interests of the District and the patients of the community. Management has developed a governance structure and evaluated the start-up costs utilizing a five-year financial *pro forma*.

Budget Impact: The financial impact will be an estimated $5.0M in calendar year 2010 (unbudgeted in FY2010), and $2.0M more over the next 5 years, for a total expenditure of $6.5M. The *pro forma* projects a positive cash flow from operations in years 4 and 5, producing a net total loss of $4.5M over 5 years.

Staff Recommendation: Staff recommended that the Board Finance Committee recommend to the full Board approval of the creation of and funding for a Not-for-Profit Physician Foundation.

Committee Questions:

COMMITTEE RECOMMENDATION: The Board Finance Committee recommends approval of the creation of and funding for a Not-for-Profit Physician Foundation, and also recommends that the Board duly appoint two members to sit on that Foundation's Board of Directors.

Motion: **X**

Individual Action:

Information:

Required Time:

Foundation Financial Performance
Start-Up and Ongoing Cash Impact

The 5-year cash impact to PPH would be approximately $4.5 million, including operating income/(loss) and capital costs associated with the medical foundation.

	2010 (Apr – Dec)	2011	2012	2013	2014
Practice Asset Purchase	$ 3,008	$ -	$ -	$ -	$ -
Off-Site Expansion	-	352	352	-	-
Physician Recruitment	-	87	90	49	50
Change in Net Working Capital	43	42	74	69	58
IT Equipment and Support	64	94	102	105	108
Total Cash Flows	**$ 3,116**	**$ 575**	**$ 617**	**$ 223**	**$ 217**
Start-Up Capital (A/R Lag)	1,536	-	-	-	-
Cash Flow From Operations	(412)	(397)	187	952	1,473
Cash Impact	**$(5,065)**	**$ (971)**	**$ (431)**	**$ 730**	**$1,257**

NOTES: Dollar figures are in thousands.
Figures may not be exact due to rounding.

ECG