Northern Inyo Hospital

November 18 2020 Regular Meeting

November 18 2020 Regular Meeting - November 18 2020 Regu

AGENDA

NORTHERN INYO HEALTHCARE DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
November 18, 2020 at 5:30 p.m.
2957 Birch Street, Bishop, CA

Northern Inyo Healthcare District invites you to attend this Zoom meeting:

TO CONNECT VIA **ZOOM**: (*A link is also available on the NIHD Website*)
https://zoom.us/j/213497015?pwd=TDlIWXRuWjE4T1Y2YVFWbnF2aGk5UT09
Meeting ID: 213 497 015
Password: 608092

PHONE CONNECTION:
888 475 4499 US Toll-free
877 853 5257 US Toll-free
Meeting ID: 213 497 015

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1. Call to Order (at 5:30 pm).
2. ***Public Comment***: The purpose of public comment is to allow members of the public to address the Board of Directors. Public comments shall be received at the beginning of the meeting and are limited to three (3) minutes per speaker, with a total time limit of 30 minutes for all public comment unless otherwise modified by the Chair. Speaking time may not be granted and/or loaned to another individual for purposes of extending available speaking time unless arrangements have been made in advance for a large group of speakers to have a spokesperson speak on their behalf. Comments must be kept brief and non-repetitive. The general Public Comment portion of the meeting allows the public to address any item within the jurisdiction of the Board of Directors on matters not appearing on the agenda. Public comments on agenda items should be made when that item is considered.
3. New Business:
   A. Strategic Planning update (*information item*).
   B. Approval of Interim CEO contract (*action item*).
   C. Board of Directors Public Comment Policy and Procedure approval (*action item*).
   D. NIHD Medical Staff Bylaws Ad Hoc Committee update (*information item*).
   E. Consideration of revised NIHD Medical Staff Bylaws (*action item*).
4. Chief of Staff Report, Charlotte Helvie, MD:

A. Policy and Procedure approvals (*action items*):
    1. *Infection Control in OR/PACU Environment*
    2. *Adult Oxygen Protocol*
    3. *Informed Consent Policy – Practitioner's Responsibility*

B. Medical Staff Appointments (*action items*):
    1. *Jason Phillips, MD (urology) – Provisional Consulting Staff*
    2. *Lindsey Ricci, MD (pediatrics) – Provisional Active Staff*
    3. *Kelly O'Neal, MD (general surgery) – Locums/Temporary Staff*

C. Telemedicine Staff Appointment – Credentialing by Proxy (*action item*):
    As per the approved Telemedicine Physician Credentialing and Privileging Agreement, and as outlined by 42CFR 482.22, the Medical Staff has chosen to recommend the following practitioners for Telemedicine privileges relying upon Adventist Health's credentialing and privileging decisions:
    1. Snow Peterson, MD (*sleep medicine*) – Distant Site: Adventist Health, St. Helena

D. Advancement (*action item*):
    1. David Amsalem, MD (*emergency medicine*) – Advancement from Provisional to Active Staff

E. Plastic Surgery Privilege Form – NEW (*action item*).

F. Internal Medicine Privilege Form – UPDATE (*action item*).

G. Physician Engagement Survey Results (*information item*).

Consent Agenda (action items)

5. Approval of minutes of the October 21 2020 regular meeting
6. Interim Chief Executive Officer report
7. Interim Chief Medical Officer report
8. Chief Nursing Officer report
9. Eastern Sierra Emergency Physicians quarterly report
10. Financial and Statistical reports as of September 30 2020
11. Cerner Implementation update
12. Compliance Department Quarterly report

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13. NIHD Committee updates from Board members (*information items*).

14. Reports from Board members (*information items*).
15. Adjournment to Closed Session to/for:
    A. Conference with legal counsel, existing litigation (*pursuant to Gov. Code Section 54956.9(d)(1*). Name of case: Robin Cassidy v. Northern Inyo Healthcare District.
    B. Conference with legal counsel, anticipated litigation/significant exposure to litigation (*pursuant to Paragraph 2, subdivision D of Government Code Section 54956.9*), 3 cases.
16. Return to Open Session and report of any action taken (*information item*).
17. Adjournment.

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

AGREEMENT FOR EMPLOYMENT OF INTERIM CHIEF EXECUTIVE OFFICER

This EMPLOYMENT AGREEMENT is made as of this _____ day of _____, 2020, by and between KELLI DAVIS ("DAVIS") and NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT ("DISTRICT").

RECITALS

A. DISTRICT is a Local Healthcare District duly organized and existing under the laws of the State of California and more specifically pursuant to the provision of Health and Safety Code *§§ 32000*, et seq. known as the Local Healthcare District Law.

B. DISTRICT owns and operates NORTHERN INYO HOSPITAL ("HOSPITAL"), an acute care licensed hospital facility located in Bishop, California.

C. The DISTRICT desires to engage and employ DAVIS as its Interim Administrator and Chief Executive Officer to serve at the pleasure of the Board of Directors of the DISTRICT pursuant to the terms and provisions of this Agreement and to continue her employment as the Chief Operating Officer.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Title and Scope of Employment

A. DAVIS shall be the Interim Administrator and Chief Executive Officer ("CEO") of HOSPITAL. In this regard, DAVIS agrees to devote such amount of time to the conduct of the business of HOSPITAL as may be reasonably required to effectively discharge her duties, subject to the supervision and direction of District's Board of Directors. DAVIS agrees to perform those duties and have such authority and powers as are customarily associated with the office of Administrator and Chief Executive Officer of a licensed general acute care hospital and as more fully set forth in **Exhibit 1**, attached hereto and made a part hereof. In addition to the foregoing, the specific duties and obligations of DAVIS shall include, without limitation, as prescribed by the California Health Care District Law (*Health & Safety Code § 32000, et seq.,* and other applicable State and Federal law). The DISTRICT reserves the right to modify this position and duties at any time in its sole and reasonable discretion. DAVIS acknowledges and understands that as the Interim CEO and administrator of a Healthcare District hospital, she is a public officer and a public employee pursuant to California Law.

B. DAVIS shall also continue to perform the duties of the Chief Operating Officer as those are specified in the existing job description.

2. Term of Employment/At-Will Employment

A. The initial term of employment shall be for a term of one (1) year beginning on July 1, 2020, (the "Effective Date") and terminating at 5:00 p.m. on June 30, 2022. At all times, DAVIS shall be an "at will" employee as provided in Section 32121(h) of the *California Health & Safety Code ("the CODE")* and shall serve at the pleasure of the Board of Directors of the DISTRICT. DAVIS acknowledges that "at will" employees may be terminated by the DISTRICT at any time, with or without cause and without notice or an opportunity to be heard regarding such employment decisions and all such employees may voluntarily terminate their employment at any time.

B. The parties agree that the initial term of this Agreement may be extended by mutual written agreement.

C. Should the Board exercise its right to terminate DAVIS's employment as Interim Administrator and Chief Executive Officer, DAVIS shall be offered the opportunity to return to the position of Chief Operating Officer ("COO"), except if she is terminated "for cause" as specified in Section 9.4 of this Agreement. Should DAVIS return to the position of COO, her salary and compensation will be determined based on the salary schedule in effect for the COO position and shall be set at the discretion of the DISTRICT.

3. Place of Employment

Performance of services under this Agreement shall be rendered in the City of Bishop and the County of Inyo and within the boundaries of the DISTRICT (including satellite offices and facilities), subject to necessary travel requirements for the position and duties described herein.

4. Loyal and Conscientious Performance of Duties

DAVIS represents and warrants to the best of her ability and experience, that she will at all times loyally and conscientiously perform all duties and obligations to the DISTRICT during the term of this Agreement. As an exempt salaried senior management employee, she shall work such hours as is required by the nature of his job description and duties.

5. Devotion of Full Time to the DISTRICT Business

5.1 DAVIS shall diligently and conscientiously devote her entire productive time, ability, energy, knowledge, skill, attention and diligent efforts to the furtherance of his duties and obligations to the DISTRICT during the term of this Agreement.

5.2. During the term of this Agreement, DAVIS shall not engage in any other business duties or pursuits, nor render any services of a commercial or a professional nature, to any other person, organization or entity, whether for compensation or otherwise, without written consent of the DISTRICT, which consent shall be within the sole and absolute discretion of the DISTRICT.

5.3 This Agreement shall not be interpreted to prohibit DAVIS from making personal investments or conducting private business affairs, so long as those activities do not

materially or substantially interfere or compete in any way with the services required under this Agreement. DAVIS shall not directly or indirectly, acquire, hold, or obtain any ownership of other financial interest in any business enterprise competing with a or similar in nature to the business of the DISTRICT or which may be in contravention of any conflict-of-interest code or regulations adopted by any federal, state or local agency, prohibition, law, rule, regulation, or ordinance, including any conflict-of-interest code adopted by the DISTRICT.

6. Compensation and Benefits

6.1. Base Salary and Additional Wages. As of the Effective Date, DAVIS shall be paid an annual salary of Two Hundred and Sixty-Three Thousand, Six Hundred Dollas ($263,600) ("Base Salary"). Said sum shall be paid in equal installments structured, and on the same schedule as, pay periods for DISTRICT employees. DAVIS is also expected to perform the duties of the COO during the term of this Agreement and this Base Salary encompasses this expectation.

6.2. Quarterly Bonus. DAVIS shall also be eligible, from January 1, 2021 to June 30, 2021 for quarterly bonuses of up to Eight Thousand, Seven Hundred and Fifty Dollars ($8,750). These bonuses are solely at the discretion of the Board of Directors who shall establish the criterion and performance metrics for eligibility. The quarterly time frames shall beJanuary 1 to March 31; April 1 to June 30; and should this Agreement be extended, the other quarterly time frames are July 1, to September 30 and October 1, to December 31.

6.3 Retirement or Pension Benefits. DAVIS shall be eligible to participate in all employee benefit programs of the DISTRICT offered from time to time during the term of this Agreement by the DISTRICT to employees or management employees, to the extent DAVIS qualifies under the eligibility provisions of the applicable plan or plans, in each case consistent with the DISTRICT's then-current practice as approved by the Board of Directors from time to time. Subject to the extent financially feasible for the DISTRICT, the foregoing shall not be construed to require the DISTRICT to establish such plans or to prevent the modification or termination of such plans once established, and no such action or failure thereof shall affect this Agreement. DAVIS recognizes that the DISTRICT has the right, in its sole discretion, to amend, modify, or terminate its benefit plans without creating any rights in his. DAVIS expressly understands and agrees that she is not eligible for participation in the DISTRICT's 401(a) Defined Contribution Plan.

6.4 Paid Time Off. DAVIS shall be entitled to Paid Time Off ("PTO") as described in DISTRICTS's PTO policy.

6.5. Health Insurance and other Miscellaneous Benefits. DAVIS shall, at all relevant times during the term of this Agreement, receive health insurance, dental coverage, and other miscellaneous fringe benefits of employment that are similar to those offered to managerial and other full-time supervisory employees of the DISTRICT. Miscellaneous fringe benefits shall include, but not be limited to, life insurance, plus the opportunity to purchase, at her own expense and subject to applicable Internal Revenue Service regulations, additional life insurance beyond

that already provided by the DISTRICT to all employees in multiples of one, two or three times his annual base salary.

6.6 Holidays and Additional Leave Time. DAVIS shall be entitled to paid holidays and additional leave time in a manner substantially similar to that provided for other full-time managerial and supervisory employees of the DISTRICT.

6.7 Continuing Education and Professional Activities. The DISTRICT encourages DAVIS to participate in community functions, continuing education programs, seminars, and other gatherings of professional organizations. In connection herewith, the parties shall meet and confer on a periodic basis to enable DAVIS to participate in a reasonable number of these activities, with reasonable tuition, attendance fees, travel and lodging costs being paid by the DISTRICT. Benefits provided under this Paragraph shall include annual dues for membership in one Bishop service club.

7. Performance Review. At or near 90 days from the Effective Date, and thereafter at or near each annual anniversary date of employment, the Board of Directors shall conduct a performance review, including salary and compensation in light of her job performance and the DISTRICT's financial condition. The DISTRICT may, in the sole discretion of the Board of Directors, adjust salary and compensation by amounts and inclusion or exclusion of benefits as it deems appropriate. Any reduction in benefits must be similar to those suffered at or near the same time by managerial and other full-time supervisory employees of the DISTRICT. Nothing in this paragraph shall be construed to imply or infer an obligation on the part of DISTRICT to increase the salary of DAVIS. The Board of Directors, in its sole and absolute discretion, may conduct such reviews and performance evaluations on a more frequent basis.

8. Indemnification; Directors & Officers Insurance

8.1 Indemnification. The DISTRICT shall indemnify and defend DAVIS against reasonable expenses (including reasonable attorney's fees), judgments (excluding any award of punitive damages), administrative fines (but excluding fines levied after conviction of any crime), and settlement payments incurred by her in connection with such actions, suits or proceedings to the maximum extent permitted by law and by the bylaws and governing documents of the DISTRICT in the event DAVIS is made a party, or threatened to be made a party, to any threatened or pending civil, administrative, and/or investigative action, suit or proceeding, by reason of the fact that she is or was an officer, manager, or employee of the DISTRICT, in which capacity she is or was performing services within the course and scope of the employment relationship of this Agreement.

8.2 D&O Insurance. The DISTRICT shall use reasonable commercial efforts to maintain Directors & Officers insurance for the benefits of DAVIS with a level of coverage comparable to other hospitals and healthcare districts similarity situated with regard to geography, location, and scope of operations.

9. Severance Compensation

9.1 Termination by DISTRICT Without Cause; Pay in Lieu of Notice. In the event DAVIS'S employment is terminated by the DISTRICT for any reason other than: (1) "For Cause" (as defined in Section 9.4 below); or (2) due to the death of DAVIS, DAVIS will be offered the opportunity to return to her COO position at compensation set by the DISTRICT. Should DAVIS elect not to return to the COO position, DISTRICT will pay to DAVIS, subject to DAVIS signing a full release in a form set forth in **Exhibit 2**, a lump sum severance pay equal to three months of DAVIS' Base Salary ("Severance Pay"). The Severance Pay will be paid as specified in in Exhibit 2. Notwithstanding the foregoing, in no event during the term of this Agreement may Severance Pay exceed the number of months remaining of the term of the Agreement at the time of termination.

9.2 Termination by DISTRICT For Cause. In the event DAVIS's employment is terminated by the DISTRICT "For Cause" (as defined in Section 9.4 below), DAVIS shall not be entitled to any Severance Pay and shall not be offered the opportunity to return to the COO position..

9.3 Termination by DAVIS for any Reason; No Severance; Ninety-Day Notice Requested. In the event DAVIS terminates her employment with DISTRICT for any reason, DAVIS or DAVIS's estate will not be entitled to any Severance Pay. Except in cases of death, DAVIS is requested to give the DISTRICT ninety (90) days' prior written notice of her intent to terminate this Agreement for any reason.

9.4 Definitions. For purposes of this Agreement, the following terms have the following meanings:

"For Cause" means termination by DISTRICT of DAVIS's employment: (i) by reason of DAVIS's serious abuse such as fraud, embezzlement, misappropriation of DISTRICT property, willful dishonesty towards, or deliberate injury or attempted injury to, the DISTRICT; (ii) by reason of DAVIS's material breach of this Agreement, including, but not limited to, performing services for a competitor during the term of this Agreement; (iii) by reason of DAVIS's intentional misconduct with respect to the performance of DAVIS's duties under this Agreement; or (iv) DAVIS's repeated failure to perform the essential functions of his job in a satisfactory fashion; provided, however, that no such termination will be deemed to be a termination For Cause unless the DISTRICT has provided DAVIS with written notice of what it reasonably believes are the grounds for any termination For Cause and DAVIS fails to take appropriate remedial actions during the ten (10) day period following receipt of such written notice.

10. Business Expenses. The DISTRICT shall promptly reimburse DAVIS for reasonable and necessary expenditures incurred by her for travel, entertainment, and similar items made in furtherance of her duties under this Agreement and consistent with the policies of the DISTRICT as applied to all management staff. DAVIS shall document and substantiate such expenditures as required by the policies of the DISTRICT, including an itemized list of all expenses incurred, the business purposes of which such expenses were incurred, and such receipts reasonably can provide.

11. **No Assignment**. Due to the unique nature of services being rendered by DAVIS to the DISTRICT as provided for herein and that this Agreement is for personal services of DAVIS who shall not assign, sublet, delegate, or otherwise convey his rights and obligations pursuant to this Agreement. Any attempt to so assign by DAVIS shall be deemed null, void and shall entitle the DISTRICT to immediately terminate this Agreement, and DAVIS shall not be entitled to compel payment of Severance Pay.

12. **Remedies**. Enforcement of any provisions of this Agreement shall be by proceedings at law or in equity against any person of entities violating or attempting to violate any promise, covenant, or condition contained herein, either to restrain violation, compel action, or to recover damages. Any and all remedies provided by this Agreement, operation of law, or otherwise, shall be deemed to be cumulative, and the choice or implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided for herein, by operation of law, or otherwise.

13. **Attorney's Fee.** In the event any action at law or in equity is initiated to enforce or interpret the terms of this Agreement, or arises out of or pertains to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

14. **Integration.** It is intended by the parties that this Agreement be the final expression of the intentions and agreements of the Parties. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or in writing, between the parties hereto and contains all the covenants and agreements between the parties. No other agreements, representations, inducements, or promises, not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged. In the event of any conflict or inconsistency with any term or provision of this Agreement and any written personnel policy or procedure of the DISTRICT, this Agreement shall prevail, except as may otherwise be prohibited by law.

15. **Effect of Waiver** No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction, or condition of this Agreement. The consent or approval of either party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of each of the parties hereto. This provision shall not supersede or abrogate the provisions of Paragraph 11.

17. **Severance.** In the event any term or provision of this Agreement is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of this Agreement shall remain in full force and effect.

18. **Governing Law, Venue.** This Agreement shall be interpreted under the laws of the State of California. Exclusive venue for any legal action under California law shall be Inyo, County, California and, if brought under federal law, the United States District Court for Eastern California in Fresno, California.

19. **Attorney Representation.** This Agreement has been prepared by Irma Rodriguez Moisa, Atkinson, Andelson, Loya, Ruud & Romo, outside labor counsel of the DISTRICT. DAVIS has been advised to seek the advice and counsel of her own legal counsel in reviewing and executing this Agreement. Legal counsel for the DISTRICT has not rendered any advice to DAVIS in any matter or form whatsoever.

20. **Facsimile Signature.** Facsimile signature pages shall be deemed original signature pages and shall be admissible as the same in a court or other tribunal as though such were originals.

21. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

22. **Notice.** Any written notice given pursuant to this Agreement shall be deemed when either (a) personally served or (b) deposited in the United States Mail, first-class postage prepaid, addressed to the respective parties as follows:

To the District: President, Board of Directors
Northern Inyo County Local Hospital District
150 Pioneer Lane
Bishop, California 93514

To DAVIS: KELLI. DAVIS, InterimCEO/ Administrator
_____
_____
_____

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

By _____
JEAN TURNER, President
Board of Directors

KELLI DAVIS

_____
KELLI DAVIS

EXHIBIT 1
Job Duties

The job duties of the Administrator and Chief Executive Officer shall include, but not be limited to, the following:

- To temporarily designate an individual to act for herself in his absence, in order to provide the DISTRICT with administrative direction at all times.
- To carry out all policies established by the Board of Directors and medical staff of HOSPITAL.
- To serve as a liaison officer and channel of communications between the DISTRICT Board of Directors and any of its committees, professional staff and independent contractors, and the medical staff.
- To prepare an annual budget showing the expected receipts and expenditures as required by the Board of Directors and prepare the DISTRICT forecasts.
- To recruit, select, employ, control, manage and discharge all employees.
- To develop and maintain personnel policies and practices for the DISTRICT.
- To insure that all physical plant facilities and properties are kept in good state of repair and in operating condition.
- To supervise all business affairs and insure that all funds are collected and expended to the best possible advantage of the DISTRICT.
- To submit not less than monthly to the Board of Directors or its authorized committees or officers reports showing the professional service and financial activities of the DISTRICT and to prepare and submit such special reports from time to time as may be required or requested by the Board of Directors.
- To attend all meetings of the Board of Directors and, if requested, attend meetings from time to time of board committees, both standing and *ad hoc.*
- To perfect and submit to the Board of Directors for approval and maintain a plan of organization of the personnel and others concerned with the operations of the DISTRICT.
- To prepare or cause to be prepared all plans and specifications for the construction and repair of buildings, improvements, works, and facilities of the DISTRICT.
- To maintain proper financial and patient statistical data and records; data required by governmental, regulatory, and accrediting agencies; and special studies and reports required for the efficient operation of the DISTRICT.
- To represent the Board of Directors as a member, ex-officio, of all its committees and adjunct organizations, including the Medical Staff, the Medical Staff Executive Committee, and Auxiliary organizations, unless the Board of Directors directs otherwise or unless it or DAVIS determine that his attendance and participation would be inappropriate or otherwise not in the best interests of the District.

- Attend, or name a designee to attend, in his capacity as an *ex officio member*, all meetings of the Medical Staff and its committees, within the parameters of the Medical Staff Bylaws adopted by the DISTRICT.
- To report to the Board of Directors on a regular basis within the scope of purview of informing the Board concerning the competency and performance of all individuals who provide patient care services at HOSPITAL but who are not subject to the medical staff peer review and privilege delineation process. Such reports shall be received by the Board in executive or closed session pursuant to *Health & Safety Code §32155* and applicable portions of the Ralph M. Brown Act (*Government Code §54900, et seq.*)
- To recruit physicians and other medical providers as same may be needed from time to time to meet medical service needs of the communities served by the DISTRICT.
- To supervise independent contractor professional services agreements between physicians and other medical providers and the DISTRICT.
- To perform any other duties that the Board of Directors may deem to be in the best interests of the DISTRICT.

EXHIBIT 2
Form of Release

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement ("Agreement") is made this _____ day of _____, 2015 by and between Northern Inyo County Local Hospital District ("Employer") and KELLI DAVIS, an individual ("Employee").

In consideration of the covenants undertaken and the releases contained in this Agreement Employer and Employee agree as follows:

1. Separation of Employment. Employee's last day of employment with Employer is _____, _____.

2. Consideration. For and in consideration of the release of all claims as set forth hereafter, Employer shall pay to Employee the total sum of $_____(the "Severance Payment"). *The Severance Payment shall be subject to all applicable state and federal withholdings.*

The Severance Payment shall be reported by Employer on an IRS form W-2. Employee hereby declares that that the sum paid pursuant to this paragraph 2 represents adequate consideration for the execution of this Agreement and the release of all claims as set forth herein.

The Severance Payment shall be made on the eighth (8^{th}) day after this Agreement is executed by Employee, provided Employee has, before this date, forwarded a copy of the executed Agreement to Employer. If the 8^{th} day falls on a weekend or holiday, the Severance Payment shall be made on the next business day.

The Severance Payment shall be mailed to Employee at the following address:

_____

_____

_____

It is understood and agreed that Employer is not involved with nor liable for the apportionment, if any, of the settlement proceeds between Employee and his attorney(s), if any, and any other person or entity, including, but not limited to, any payment of applicable taxes, other than those payroll taxes withheld in accordance with this paragraph.

3. General Release and Discharge. Employee on behalf of herself, her descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby covenants not to sue and fully releases and discharges Employer, its subsidiaries, affiliates and joint ventures, past, present and future, and each of them, as well as its and their trustees, directors, officers, agents, attorneys, insurers, employees, representatives, partners, shareholders, assigns, predecessors and successors, past, present and future, and each of them (hereinafter together and collectively referred to as "Releasees") with respect to and from any and all claims, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, absolute or contingent, and whether or not concealed or hidden, which Employee now owns or holds or which Employee has at any time heretofore owned or held or may in the future hold against said Releasees, arising out of or in any way connected with Employee's employment relationship with Employer, the termination of Employee's employment with Employer, or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of said Releasees, or any of them, committed or omitted prior to the date of this Agreement. With the exception of the amount set forth under Paragraph 2 of this Agreement, such released and discharged claims include, but are not limited to, without limiting the generality of the foregoing, any claim under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code (excluding a claim under the California Workers' Compensation Act, or a claim for wages due and owing as of the date of this Agreement), ERISA, any claim for retirement benefits pursuant to a retirement plan sponsored by Employer, or any claim for severance pay, bonus, sick leave, holiday pay, life insurance, health or medical insurance or any other fringe benefit. In addition, Employee agrees and covenants not to file any suit, charge or complaint against Releasees with any administrative agency with regard to any claim, demand liability or obligation arising out of his employment with Employer or separation there from. However, nothing in this Agreement shall be construed to prohibit Employee from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing sentence, Employee agrees to waive his right to recover monetary damages in any charge, complaint or lawsuit filed by Employee or by anyone else on Employee's behalf in any charge or proceeding conducted by the EEOC or a comparable state or local agency.

4. Waiver of Statutory Provision. It is the intention of Employee in executing this instrument that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified. In furtherance of this intention, Employee hereby expressly waives any and all rights and benefits conferred upon her by the provisions of Section 1542 of the California Civil Code and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those related to

unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified. Section 1542 provides:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY**."

Employee acknowledges that she may hereafter discover claims or facts in addition to or different from those which she now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement.

Nevertheless Employee hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Employee acknowledges that she understands the significance and consequence of such release and such specific waiver of Section 1542.

5. Waiver of ADEA and OWBPA Claims. Employee expressly acknowledges and agrees that, by entering into this Agreement, she is waiving any and all rights or claims that she may have arising under the Age Discrimination in Employment Act of 1967, as amended by the Older Wokers' Benefit Protection Act, 29 U.S.C. § 621 et seq., and as provided under the Older Workers' Benefit Protection Act of 1990 which have arisen on or before the date of execution of the Agreement. Employee further expressly acknowledges and agrees that:

A. In return for the execution of this Agreement, Employee will receive compensation beyond that which she was already entitled to receive before entering into this Agreement;

B. Employee has read and understands the terms of this Agreement.

C. Employee has been advised to consult with legal counsel before signing this Agreement;

D. Employee has been provided full and ample opportunity to study this Agreement, including a period of at least twenty-one (21) days within which to consider it.

E. To the extent Employee takes less than twenty-one (21) days to consider this Agreement before execution, Employee acknowledges that she has had sufficient time to consider this Agreement with her counsel and that she expressly, voluntarily and knowingly waives any additional time;

F. Employee is informed hereby that she has seven (7) days following the date of execution of this Agreement in which to revoke the Agreement. and that the Agreement shall not become effective or enforceable until the seven (7) day revocation period expires. Notice of revocation must be made in writing and must be received by the EMPLOYER by sending a letter to Irma Rodriguez Moisa, Atkinson, Andelson, Loya, Ruud & Romo, 12800 Center Court Drive, Suite 300, Cerritos, CA 90703; Email imoisa@aalrr.com; or by FAX (562) 653-3657.

Employee understands that the right of revocation set forth in this section of this Agreement applies only to the release of any claim under the ADEA, and if Employee elects to revoke this Agreement for ADEA claims, the District will have the option to: (i) enforce this Agreement in its totality, excluding waived ADEA claims, or (ii) rescind the entire Agreement

6. Confidentiality of Release Agreement. Employee shall keep confidential the terms and conditions of this Agreement, all communications made during the negotiation of this Agreement, and all facts and claims upon which this Agreement is based (collectively referred to as the "*Confidential Settlement Information*"). Neither Employee nor his agents or attorneys shall, directly or indirectly, disclose, publish or otherwise communicate such Confidential Settlement Information to any person or in any way respond to, participate in or contribute to any inquiry, discussion, notice or publicity concerning any aspect of the Confidential Settlement Information. Notwithstanding the foregoing, Employee may disclose the Confidential Settlement Information to the extent he/she is required to do so to his/her legal counsel, accountants and/or financial advisors, or to anyone else as required by applicable law or regulation. Employee agrees to take all steps necessary to ensure that confidentiality is maintained by any and all of the persons to whom authorized disclosure is or was made, and agree to accept responsibility for any breach of confidentiality by any of said persons. Employee shall not make any public, oral or written or otherwise derogatory or negative comments about Employer concerning Employee's employment or the separation thereof; provided, however, that this Agreement does not preclude Employee from giving testimony as may be required by legal process. In the event that Employee is served with legal process which potentially could require the disclosure of the contents of this Agreement, he/she shall provide prompt written notice (including a copy of the legal process served) to Employer.

7. Non-Disparagement. Employee shall not make any public, oral or written or otherwise derogatory or negative comments about Employer or anyone associated with Employer concerning Employee's employment or the separation thereof; provided, however, that this Agreement does not preclude Employee from giving testimony as may be required by legal process. Employee acknowledges and agrees that the obligations set forth in this paragraph 7 are essential and important. Employee agrees his breach of this paragraph will result in irreparable injury to Employer, the exact amount of which will be difficult to ascertain. Accordingly, Employee agrees that if he/she violates the provisions of this paragraph 7, Employer shall be

entitled to seek specific performance of Employee's obligations under this paragraph and liquidated damages in the sum of $10,000**.**

8. Trade Secrets. Employee acknowledges that she has occupied a position of trust and confidence with the Employer prior to the date hereof and has become familiar with the following, any and all of which constitute trade secrets of Employer (collectively, the *"Trade Secrets"*): (i) all information related to customers including, without limitation, customer lists, the identities of existing, past or prospective customers, customer contacts, special customer requirements and all related information; (ii) all marketing plans, materials and techniques including but not limited to strategic planning ; (iii) all methods of business operation and related procedures of the Employer; and (iv) all patterns, devices, compilations of information, copyrightable material, technical information, manufacturing procedures and processes, formulas, improvements, specifications, research and development, and designs, in each case which relates in any way to the business of Employer. Employee acknowledges and agrees that all Trade Secrets known or obtained by her, as of the date hereof, is the property of Employer. Therefore, Employee agrees that she will not, at any time, disclose to any unauthorized persons or use for his own account or for the benefit of any third party any Trade Secrets, whether Employee has such information in her memory or embodied in writing or other physical form, without Employer's prior written consent (which it may grant or withhold in its discretion), unless and to the extent that the Trade Secrets are or becomes generally known to and available for use by the public other than as a result of Employee's fault or the fault of any other person bound by a duty of confidentiality to the Employer, Employee agrees to deliver to Employer at any time Employer may request, all documents, memoranda, notes, plans, records, reports, and other documentation, models, components, devices, or computer software, whether embodied in a disk or in other form (and all copies of all of the foregoing), relating to the businesses, operations, or affairs of Employer and any other Trade Secrets that Employee may then possess or have under his control. Employee agrees his breach of this paragraph will result in irreparable injury to Employer, the exact amount of which will be difficult to ascertain. Accordingly, Employee agrees that if she violates the provisions of this paragraph 8, Employer shall be entitled to seek specific performance of Employee's obligations under this paragraph.

9. No Admission of Liability. This Agreement is the result of compromise and negotiation and shall never at any time or for any purpose be deemed or construed as an admission of liability or responsibility by any party to this Agreement. The parties continue to deny fully such liability and to disclaim any responsibility whatsoever for any alleged misconduct in connection with this Agreement.

10. Complete Agreement/Modification. This instrument constitutes and contains the entire agreement and understanding concerning Employee's employment, the separation of that employment and the other subject matters addressed herein between the parties, and supersedes and replaces all prior or contemporaneous negotiations, representations, understandings and agreements, proposed or otherwise, whether written or oral, concerning the subject matters hereof.

This is an integrated document. This Agreement may be amended and modified only by a writing signed by Employer and Employee.

11. Severability of Invalid Provisions. If any provision of this Agreement or the application thereof is held invalid, such provisions shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially this Agreement or obligations of the parties hereto, in which case the Agreement may be immediately terminated.

12. Counterpart Execution; Effect; Photocopies. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

13. No Assignment. Employee hereby represents that she has not heretofore assigned or transferred, or caused or purported to assign or transfer, to any person any of the claims released herein. If any such transfer or assignment or purported transfer or assignment occurred prior to the execution of this Agreement, Employee hereby agrees to indemnify and hold Employer harmless from and against any and all claims, demands, obligations, debts, liabilities, costs, expenses, rights of action, causes of action or judgments based upon or arising from any such transfer or assignment or purported transfer or assignment. Any assignment after the execution of this Agreement may only be made with the express written approval of all parties hereto. Employer and Employee represent and warrant that, prior to executing this Agreement, each has not filed any complaints or charges of lawsuits with any court or governmental agency against the other based in whole or in part upon any matter covered, related to or referred to in this Agreement.

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

15. Prior Litigation. Employee represents and warrants that, prior to executing this Agreement, she has not filed any complaints or charges of lawsuits with any court or governmental agency against the Employer based in whole or in part upon any matter covered, related to or referred to in this Agreement.

16. Governing Law. This Agreement shall be interpreted under the laws of the State of California. Exclusive venue for any legal action under California law shall be Inyo, County, California and, if brought under federal law, the United States District Court for Eastern California in Fresno, California.

17. Complete Defense. This Agreement may be pled as a full and complete defense, and may be used as the basis for an injunction against any action, claim, suit, worker's compensation action or any other proceeding which may subsequently be instituted, prosecuted or

attempted, which is based in whole or in part upon any matter covered, related to or referred to in this Agreement.

18. Attorneys' Fees. In the event of litigation between Employee and Employer relating to or arising from this Agreement, the prevailing party or the party designated as such by the arbitrator or judge shall be entitled to receive reasonable attorneys' fees, costs, and other expenses, in addition to whatever other relief may be awarded, including such fees and costs any may be incurred in enforcing a judgment or order entered in any arbitration or action. Any judgment or order entered in such arbitration or action shall contain a specific provision providing for the recovery of such attorneys' fees and costs. In addition, any award of damages as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

19. Advice from Counsel. Employee represents and agrees that she has been advised and fully understands that she has the right to discuss all aspects of the Agreement with legal counsel; that she has carefully read and fully understand and appreciates all provisions of this Agreement, and the effect thereof; and that she is voluntarily entering into this Agreement.

20. Future Employment**.** Employee agrees that she is not now or hereafter entitled to employment or reemployment with Employer and she agrees not to knowingly seek such employment on any basis, including as an independent contractor or through an employment agency.

21. Cooperation in Litigation. Employee agrees to cooperate with Employer and its legal counsel with respect to any litigation now pending, or filed in the future in which Employee may be called as a witness to testify either at trial or deposition and to reasonably cooperate with Employer in the preparation of his testimony for same.

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

EMPLOYER:

_____

_____

Attention: _____

EMPLOYEE:

_____

_____

_____

The parties may change their respective addresses by giving each other prior written notice of the change.

Executed this _____ day of _____,_____, at _____, California.

By _____

Executed this _____ day of _____, _____, at _____, California.

By_____

WAIVER OF 21 DAY CONSIDERATION PERIOD

I, KELLI DAVIS, hereby acknowledge that I was given 21 days to consider the foregoing Agreement and voluntarily chose to sign the Agreement before the expiration of 21-day period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED this _____day of _____, _____ at _____, California.

_____
KELLI DAVIS

NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE

Title: Northern Inyo Healthcare District Board of Directors Meeting Public Comment Policy	
Scope: Board of Directors	Manual:
Source: General Counsel	Effective Date:

PURPOSE: To ensure the orderly conduct of District business and to protect the ability of the public to participate meaningfully in such business.

POLICY:

1. Public comment on matters not on the agenda.
    a) Speakers shall be limited to comments on matters within the subject matter jurisdiction of the Board of Directors.
    b) Public comment on matters not on the agenda will be limited to a total of 30 minutes at the beginning of the meeting, and will continue, if necessary, in the event that not all speakers are heard in the initial 30 minute period, after all other business of the meeting is concluded.
2. Public comment on matters on the agenda.
    a) Speakers shall be limited to comments on the agenda item being considered by the Board of Directors.
    b) Public comment on matters on the agenda will be limited to a total of 30 minutes per agenda item.
3. Public Comments generally.
    a) Each speaker shall have three minutes each.
    b) Public comment speakers shall limit comments to no more than 3 minutes each.
    c) Each speaker shall have one opportunity to address the Board on matters not on the agenda, and once per agenda item.
    d) The Chair, in his/her discretion, and/or in consultation with the Board, may limit or extend time for public comment as he/she may find reasonable under the circumstances.
    e) Speakers may not cede their time to other speakers. However, to allow for the more efficiency and use of meeting time, the Chair may, in his/her reasonable discretion and after advance request, allow multiple speakers at the meeting to designate one person to speak on their behalf at a greatly reduced amount of time than the speakers would have otherwise taken individually.
    f) Use of technology in the meeting room (such as Power Points and overhead displays) is restricted to staff, District consultants, applicants for a quasi-judicial approval, and appellants of a quasi-judicial approval. Members of the public may use such technology only upon the approval of the body when necessary for clarification of the speaker's public comment.
    g) No person shall be permitted to speak or present evidence that is (a) not directly relevant to the matter which is the subject of the item, or (b) unduly repetitious. The Chair may admonish a speaker to address the item of business, and thereafter terminate a speaker's time for failure to remain on topic.
    h) Members of the public shall direct comments to the Board of Directors as a whole, and not to staff, individual members of the body, or the public. However, the Board may direct staff to follow-up with a member of the public who requests specific information. While the Board may respond briefly to public comments, it can take no action on items not appearing on the agenda and need not respond to public comments.
    i) No person shall be permitted to interrupt members of the body, staff presentations; or members of the public who are giving public comment during a meeting.

j) Any person disrupting meeting may be asked by the Chair to cease and desist such activity and may be requested or required to leave the meeting in the event the disruptive behavior continues.

4. The Chair retains discretion to reasonably modify these rules to promote the efficient conduct of District business and/or to protect the ability of the public to meaningfully participate in District business.

REFERENCES:

1. CA Government Code Section 54954.3

Approval	**Date**
Board of Directors	
Last Board of Directors Review	

Developed: October 29, 2020
Reviewed:
Revised:
Supersedes:
Index Listings:

NORTHERN INYO HEALTHCARE DISTRICT
PRESENTATION TO THE BOARD OF DIRECTORS
FOR ACTION

Date: November 10, 2020

Title: **CONSIDERATION OF REVISED MEDICAL STAFF BYLAWS**

Presenter(s): Kelli Davis, Interim CEO

The Board's Ad Hoc Committee met with Medical Staff to review the proposed By-Laws for the Medical Staff, per Board direction in September. Medical Staff informed Ad Hoc Board members that the purpose of the meeting was to allow Board members simply to gather information from Medical Staff about the Bylaws, but not to problem-solve around any Board concerns. The view of the Medical Staff was that the NIHD Board simply must accept or reject the proposed Bylaws, and provide written language about any requested changes. This agenda item now comes before the NIHD Board for that purpose. The Ad Hoc Committee largely favors approval of the Bylaws as proposed, with minor administrative and governance language added; such language is consistent with the model Bylaws proposed in the 2019 by the California Hospital Association (CHA) and is available on their website.

Recommended Action:

Reject proposed Bylaws from the Medical Staff., and provide the attached written recommended administrative changes.

Prepared by: Kelli Davis
Kelli Davis
Title: Interim CEO

The Northern Inyo Healthcare District (NIHD) Board of Director's Ad Hoc Committee assigned to review the revised NIHD Medical Staff Bylaws for approval, has met as directed. We extend admiration and acknowledgement of the tremendous amount of work and time that has been put into the revision of the Medical Staff Bylaws by the Bylaws Committee and the Medical Executive Committee. The majority of the content of the Bylaws are without need of change and support what the Board believes to be sound.

The following 3 recommendations are being made by the Ad Hoc Committee, and are noted to be necessary and significant in nature.

Proposed language from the CHA model by-laws for the stated purpose of the NIHD Medical Staff By-laws:

A. Propose removing the Preamble;

B. 1.2 Organization and Purpose

1.2.1 The Medical Staff is organized for the purpose of maintaining a high quality of medical care provided in the Hospital and assuring the competency of the Hospital's Medical Staff. These Bylaws provide a framework for self-governance, assuring an organization of the Medical Staff that permits it to discharge its responsibilities in matters involving the quality of medical care, to govern the orderly resolution of issues and the conduct of Medical Staff functions supportive of those purposes, and to account to the Governing Body for the effective performance of Medical Staff responsibilities. These Bylaws also provide the professional and legal structure for Medical Staff operations and a framework for the relationship between the Medical Staff and the Governing Body, and between the Medical Staff and its members and applicants.

1.2.2 The Medical Staff acknowledges that the Governing Body is ultimately responsible for everything at the Hospital, including the quality and safety of care, the competency of the Medical Staff, and the responsible governance of the Hospital. The Medical Staff commits to exercising its responsibilities with diligence and good faith, and acknowledges that if it does not fulfill its responsibilities, the Governing Body may act to do so; however, the Governing Body will not assume a Medical Staff duty or responsibility precipitously, unreasonably, or in bad faith. If the Governing Body acts to fulfill a Medical Staff responsibility, it will do so only in the reasonable and good faith belief that the Medical Staff has failed to fulfill that substantive duty or responsibility.

C. 2.1.1 CHIEF MEDICAL OFFICER ("CMO")

2.11.1 Appointment

The Chief Medical Officer shall be appointed by the CEO after soliciting input from the Medical Executive Committee. Members of the Medical Executive Committee shall participate in the interview process for the selection of a Chief Medical Officer.

2.11.2 Responsibilities

(a) The Chief Medical Officer's duties are delineated by the Chief Executive Officer in keeping with the general provisions set forth in subparagraph (c) below. The Medical Executive Committee (MEC) approval is required for any Chief Medical Officer duties that relate to authority to perform functions on behalf of the Medical Staff or directly affect the performance or activities of the Medical Staff.

(b) The Chief Medical Officer shall:

(i) serve as a key member of the executive team and an active member of the Medical Staff whose primary role is to engage, align and act as a liaison between the governing body, outside agencies, medical staff and administration;

(ii) Assist the Medical Staff in performing its assigned functions and coordinating such functions with the responsibilities and programs of the District; and

(iii) In cooperation and close consultation with the Chief of Staff and the Medical Executive Committee, supervise the day-to-day performance of the Medical Staff Office, Medical Staff Office Director, and the District's quality improvement personnel.

2.11.3 Participation in Medical Staff Committees

The Chief Medical Officer:

(a) Shall be an ex officio member without vote, unless otherwise provided in the Governing Documents, of all Medical Staff Committees, except the Joint Conference Committee (which the Chief Medical Officer shall attend as a resource person) and any hearing committee.

(b) May attend any department or section meeting.

NORTHERN INYO HOSPITAL
Northern Inyo Healthcare District
150 Pioneer Lane, Bishop, California 93514

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

TO: NIHD Board of Directors
FROM: Charlotte Helvie, MD, Chief of Medical Staff
DATE: November 3, 2020
RE: Medical Executive Committee Report

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

A. Policies and Procedures (*action item*)
    1. *Infection Control in OR/PACU Environment*
    2. *Adult Oxygen Protocol*
    3. *Informed Consent Policy – Practitioner's Responsibility*

B. Medical Staff and APP Staff Appointments (*action items*)
    1. Jason Phillips, MD (*urology*) – Provisional Consulting Staff
    2. Lindsey Ricci, MD (*pediatrics*) – Provisional Active Staff
    3. Kelly O'Neal, MD (*general surgery*) – Locums/Temporary Staff

C. Telemedicine Staff Appointments – Credentialing by Proxy (*action item*)
    As per the approved Telemedicine Physician Credentialing and Privileging Agreement, and as outlined by 42CFR 482.22, the Medical Staff has chosen to recommend the following practitioners for Telemedicine privileges relying upon Adventist Health's credentialing and privileging decisions.
    1. Snow Peterson, MD (*sleep medicine*) – Distant Site: Adventist Health, St. Helena

D. Advancements (*action item*)
    1. David Amsalem, MD (*emergency medicine*) – Advancement from Provisional to Active Staff.

E. Plastic Surgery Privilege Form – NEW (*action item*)

F. Internal Medicine Privilege Form – UPDATE (*action item*)

G. Physician Engagement Survey Results (*information item*)

NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE

Title: Infection Control in OR/PACU Environment	
Scope: Perioperative Services	Manual: Anesthesia
Source: PACU Nurse Manager	Effective Date: 02/01/01

PURPOSE:
To promote an aseptic environment for patients undergoing a surgical procedure.

POLICY:
Infection control is monitored by the Infection Control Committee and Operating Room Nurse Manager. The Surgery Nurse Manager is an active member of the Infection Control Committee and acts as liaison between the Committee and Surgical/Anesthesia Services and PACU staff. Infection Control policy and procedures as defined for general nursing areas, will serve as guidelines for PACU Infection Control Procedures.

PROCEDURE:
OPERATING ROOM:

- The patient is protected in the operating room environment by strict attention to sterile and aseptic technique.

- All perioperative staff in the operating room will adhere to the dress code for the operating room specified in "Surgical Attire" policy, utilizing clean scrub suit, shoe covers, hat and mask. Hands and forearms are cleaned using proper handwashing technique.

- Any personnel with active infection should not enter the operating room areas.

- Excellent hand washing technique will be employed at all times using currently used disinfectant for a minimum of 20 seconds. Hands will be washed between patients, between clean and dirty tasks, and between clean and dirty areas on the same patient. An antiseptic hand rinse may be used when unable to leave the room to wash hands.

- When an anesthesia provider is administering a regional or spinal anesthesia, a screen is placed between the patient's face and operative site.

- Patient used equipment will be cleaned between patients by the nursing staff or the environmental staff (see Operating Room Sanitation policy / procedure).

- Standard precautions will be employed at all times when caring for surgical patients.

- Contact Precaution patients: Patients under contact precautions will be prepared for surgery in the isolation room in PACU (room 4) and brought to the OR by staff utilizing hospital contact precautions. Any unnecessary equipment and supplies will be removed from the OR room prior to the patient's arrival in the OR. Disposable equipment shall be utilized when possible. Any equipment and/or instruments used during the procedure shall be disinfected utilizing an appropriate, hospital approved disinfectant for the organism present.

- Airborne Precaution patients: Patients under airborne precautions (Covid-19 or any previously identified airborne disease) will be brought to the OR following the hospital Aerosolized Transmissible Disease Exposure Plan Policy. The patient may be prepared for surgery by the preoperative nursing staff in the OR. All surgical and recovery staff shall follow hospital policy regarding appropriate airborne PPE. OR 1 is the preferred OR for airborne precaution patients,

as there is a direct exit for outpatient procedures and offers the most direct route out of the building to minimize contamination of other hospital units. For an outpatient procedure or if the patient is to be discharged immediately following recovery from surgery, the patient should be recovered and discharged directly from the OR if possible, utilizing the back entrance to the hospital to minimize exposure of other hospital units. If the patient is admitted to the facility, recovery after surgery should take place in a negative pressure room by an appropriately trained recovery RN.

PACU:

The Post-Anesthesia Care Unit will at all times be treated as a surgically clean area, and staff will adhere to dress code for unit:

- Clean scrub uniform provided by the hospital,
- Shoes should be clean and worn only in the perioperative area (or shoe covers to be worn over the shoes if going into Surgery unit or Sterile Processing)
- Hair covers ~~should~~ shall be worn by staff going into the Surgery area

When a patient is undergoing a surgical procedure the following guidelines will be utilized in the peri-operative area.

- Patients will be dressed in a hospital gown (Bair Hugger or cloth), feet will be covered (non-skid socks or paper shoe covers), and hair will be covered with a hair cover. The exception to this is a cataract surgery patient who may wear a hospital gown, their pants and socks (if clean) into surgery if covered completely with a hospital blanket and shoe covers prior to transport into Surgery via gurney.

- Visitors planning to go in to Surgery (support person for a C-section patient) must don a hospital scrub uniform, shoe covers, hair cover, and mask. These may be removed when the visitor returns to the PACU.

- Visitors will be allowed in the PACU only at the discretion of the PACU Nurse, anesthesia provider or surgeon. A visitor's presence will not be permitted when it might in any way interfere with patient care in the PACU.

Following Standard Precautions:

- Any patient in Contact Precautions (MRSA, EBSL, etc.) or an infected wound that is too large to be adequately covered will be recovered in one of the 2 isolation rooms in the PACU.

- All patients in respiratory isolation will be recovered in a room with outside ventilation (negative pressure room) by a nurse trained in post-anesthesia recovery and will have all necessary supplies such as airways, suction, oxygen and appropriate monitors available.

- Patient used equipment will be cleaned between patients by the nursing staff or the environmental staff. Single use (disposable) BP cuffs are used on each patient. SpO2 probes and cables, ECG cables, NIBP hoses, thermometers, and gurneys will be cleaned after use with a hospital approved disinfectant.

NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE

Title: Infection Control in OR/PACU Environment	
Scope: Perioperative Services	Manual: Anesthesia
Source: PACU Nurse Manager	Effective Date: 02/01/01

- Cleaning the PACU will be done on a daily basis by a member of Environmental Services using the current hospital approved disinfectant. All equipment and beds will be cleaned between patients and at the end of each day. Floors and counters will be appropriately cleaned at the end of each day. Spillage during the day will be wiped up immediately by the nurse on duty using current hospital approved disinfectant.

REFERENCES:

AORN Guidelines for Perioperative Practice, 2018: Environmental Cleaning
Title22 Standard: 70827
TJC: IC.02.02.01

CROSS REFERENCE POLICY / PROCEDURES:

Sanitation in the Operating Room
Cleaning and Care of Surgical Instruments
Operating Room Attire
Aerosolized Transmissible Disease Exposure Plan / Respiratory Protection Program
Contact Precaution Policy

Approval	**Date**
CCOC	8/10/2020
Infection Control	9/22/2020
STTA	10/28/20
MEC	11/03/20
Board of Directors	
Last Board of Directors Review	1/17/18

Initiated: 01/01bs
Revised: 1/3/2012 BS, 6/20aw
Index Listings: Infection Control Surgery and PACU

NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE

Title: Adult Oxygen Protocol	
Scope: NIHD	Manual: Cardiovascular, Circulation (OXC), CPM - Respiratory, Oxygen, Respiratory
Source: Director of Respiratory Care	Effective Date: October 31, 2013

PURPOSE:
To provide protocol driven respiratory therapy for the administration of oxygen at concentrations greater than that in ambient air, with the intent of treating or preventing the symptoms and manifestations of hypoxia.

This protocol is limited to oxygen administration for the acute care patient.
The following patients are excluded from the O2 protocol.
- **Laboring patients**
- **Surgery patients in the OR and PACU**
- **Emergency Department patients**

POLICY:

1. The Oxygen Protocol will be initiated on patients by a Computerized Physician Order Entry (CPOE) or written order from the provider for any type of oxygen therapy, including Ventilators, BiPAP, CPAP, Vapotherm High Flow Nasal Cannula, and Heated / Cool Aerosol. The Oxygen Protocol may be ordered as Oxygen Protocol.

2. In addition, the Oxygen Protocol may be ordered in forms other than specified by this protocol by entering an order that specifies:
   a) The type of oxygen delivery device
   b) Liter flow or FIO_2.

3. Registered Nurses may also set up oxygen as ordered by provider. RN must inform Respiratory Care Practitioner (RCP) that the patient has an oxygen order.

4. After the provider has entered an order, the RCP will:
   a) Evaluate the patient upon receipt of the provider order.
   b) Place a high or low flow system on the patient depending upon the assessment criteria.
   c) Titrate the FIO_2 to keep the $SpO_2 \geq$ 90%or within the provider specified limits. The RCP will contact the provider to initiate an ABG if condition indicates.
   d) Notify the provider whenever a patient goes from a Low Flow system to a High Flow system.

OVERVIEW:
The Oxygen Protocol will be initiated for patients in the following situations once ordered by the provider:

1. Documented hypoxemia defined as a decreased PaO_2 in the blood below normal range, PaO_2 of < 60 torr or SpO_2 of < 90 in patients' breathing room air.

Title: Adult Oxygen Protocol	
Scope: NIHD	Manual: Cardiovascular, Circulation (OXC), CPM - Respiratory, Oxygen, Respiratory
Source: Director of Respiratory Care	Effective Date: October 31, 2013

2. For comfort measures as ordered by a provider. This is written for patients that have DNR orders and are usually near death. The goal of comfort measures is to wean from a High Flow system to a Low Flow system, keeping the patient and family members comfortable. It is important that the RCP communicate with both the patient's provider and nurse as to what is going to be a proper liter flow for the patient's "comfort". SpO_2 checks are not documented unless ordered.

3. The patient will be placed on a Low Flow system if the requirement is determined to be 6 liters of oxygen or less, a respiratory rate of less than 25, and a regular and consistent ventilator pattern.

4. The patient will be placed on a High Flow system if the requirement is determined to be more than 6 liters. The respiratory rate > 25, room air $PaO_2 < 60$, or unable to meet the ordered SpO_2.

5. If the patient is ordered on a CPAP device and needs oxygen, 1-6 LPM may be bled-in.

6. Notify the provider if a patient has been set-up on a high flow system, or anytime the FIO_2 is increased by 10%, for a sustained amount of time, > one hour. Document that the provider has been notified, noting any change in orders.

7. After the initial evaluation, (which will include a room air SpO_2, RR, HR, breath sounds) the RCP will place the patient on a nasal cannula or Oxi-Mask at 1-6 L/min and titrate the oxygen liter flow to maintain a $SpO_2 \geq$ 90% or within providers ordered goals

8. If greater than 6 L/min is needed to maintain the ordered SpO_2, and a high flow system is indicated, the provider will need to be notified. Oxygen therapy via traditional nasal cannula should not be used at flows higher than 6 LPM. Adequate humidification is required to maintain ciliary activity, prevent squamous epithelial changes, prevent dehydration and thickening of secretions, minimize atelectasis and tracheitis and decrease heat loss.

9. When a Low Flow system is indicated, the RCP will place the patient on one of the following:
    a. Traditional nasal cannula at 1-6 LPM
    b. Oxi-Mask at 1-6 LPM

10. When a High Flow system is indicated, the RCP will place the patient on one of the following:
    a) Simple mask.
    b) Venturi mask.
    c) Aerosol mask, tracheostomy collars, t-tube adapters, face tents and large bore generator, Heated or Cool depending on application.
    d) Non-rebreather mask.
    e) Oxi-Mask.

Title: Adult Oxygen Protocol	
Scope: NIHD	Manual: Cardiovascular, Circulation (OXC), CPM - Respiratory, Oxygen, Respiratory
Source: Director of Respiratory Care	Effective Date: October 31, 2013

f) Vapotherm Hi-flow nasal cannula, an FDA approved device designed to comfortably deliver flow of 1-40 LPM for Adults and 1-6 LPM for Infants, of heated, humidified oxygen through a nasal cannula interface.

11. When a patient has been ordered to be on a BiPAP or a Ventilator, the FIO_2 will initially be set at 100%. Once the patient is stable the FIO_2 will be weaned to maintain the ordered SpO_2. During suctioning and other events that cause the SpO_2 to drop lower than the ordered SpO_2, the FIO_2 will be adjusted (increased) to maintain the ordered SpO_2. If unable to return to the previous FIO_2 after the event, > one hour, the provider will be notified.

GUIDELINES AND WARNINGS

1. The responsible provider and R.N. will be contacted:
    a. If the RCP is unable to determine appropriate care upon evaluation
    b. If the patient demonstrates an increase in oxygen requirement (increases in oxygen of 10% after the high flow system has been set-up or increases of $\geq$ 3 L/min on traditional nasal cannula or Oxi-Mask when the patient has been set-up on a low flow system.
    c. If the patient demonstrates an increase in CO2 (e.g., disoriented, somnolence, or stupor).
    d. If the SpO_2 of $\geq$ 90% or the provider's specified limits cannot be maintained.

2. Provider will be notified in the event that a chronically hypercapnic patient will be placed on oxygen.

3. If the patient exhibits signs of increased disorientation, somnolence, or stupor. The RCP will contact the provider to initiate an ABG if condition indicates

WEANING OF OXYGEN:

1. When a patient has been ordered on Oxygen with a SpO_2 order, the RCP will do a room air SpO_2 check Q AM and PRN on clinically stable patients to see if a patient can be left on room air.
    a. RCPs assessment will determine if the patient is stable and able to attempt a RA trial.
    b. First assess the patient on oxygen.
    c. Place a SpO_2 monitor on the patient, document liter flow, SpO_2.
    d. Remove the nasal cannula and observe the patient to see if they de-sat below the ordered SpO_2. When determining room air SpO_2, the patient must be off oxygen for at least 15 minutes prior to obtaining reading.

2. When the patient's oxygen is <= 6 L/min, the oxygen will be titrated by 1 L/min, every 5 minutes, keeping the SpO_2 >= 90%or within the provider specified limits, until the patient is on room air.

Title: Adult Oxygen Protocol	
Scope: NIHD	Manual: Cardiovascular, Circulation (OXC), CPM - Respiratory, Oxygen, Respiratory
Source: Director of Respiratory Care	Effective Date: October 31, 2013

3. When the patient is on a high flow system, the oxygen will be titrated by 5 L/min, every 5 minutes, keeping the SpO_2 >= 90%or within the provider specified limits, until the patient can be weaned to a nasal cannula or Oxi-Mask at 6 L/min or less.

4. When the patient is on the Vapotherm, start by weaning the FIO_2 to 50% first, then wean flow.

5. If a patient in ICU or Medical Surgical units has been on room air for 48 hours, SpO_2 checks will be changed to Q Shift unless otherwise ordered by the Provider.

6. Patients on a swing bed status will be checked on a QShift schedule unless otherwise ordered by the Provider.

7. In the OB department, if the mom has been on room air for 24 hours, SpO_2 will be discontinued.

8. ~~Adult~~ Patients on a low flow oxygen system of 2LPM or lower will ~~1-3LPM~~ ~~may~~ be checked Qshift and PRN unless otherwise ordered by the Provider. ~~basis at night.~~

9. Patients on home oxygen who have been titrated to ~~will be titrated to~~ their baseline and are considered stable will have SpO2 checks Qday.

DOCUMENTATION:

1. All documentation will be done in the electronic health record under Respiratory notes.
2. All discussions regarding the patient with providers and nurses need to be documented.
3. All telephone orders must be documented per policy "Verbal Orders"

REFERENCES:

1. AARC Clinical Practice Guideline, Oxygen Therapy for adults in the Acute Care Facility (2002)
2. Egan's Fundamentals of Respiratory Care 10th Edition, (2013)

Committee Approval	Date
CCOC	2/24/20
Peri-Peds Committee	10/27/20
Medical Services – ICU Committee	10/26/20
Pharmacy and Therapeutics Committee	10/27/20
Medical Executive Committee	11/05/20
Board of Directors	
Last Board of Directors Review	

Revised: 2/2020as
Reviewed: 1/18/17

NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE

Title: Informed Consent Policy – Practitioner's Responsibility	
Scope: Medical Staff and Advanced Practice Providers	Manual: Medical Staff
Source: Medical Staff Support Manager	Effective Date:

PURPOSE:

The purpose of this policy is to describe:

1. When informed consent must be obtained, and when exceptions can be made in an emergency;
2. Who has responsibility for obtaining informed consent; and
3. The properly executed informed consent process, which ensures that the patient, or patient's representative, is provided with the information and disclosures necessary to enable him/her to evaluate whether or not to submit to complicated (invasive) medical or surgical treatment.

DEFINITIONS:

1. **Informed Consent** – a process of communication between the patient, or the patient's legal representative, and the healthcare practitioner in which the nature of the illness and the purpose of the procedure are discussed and an opportunity for questions is allowed.

POLICY:

1. Informed consent must be obtained by the practitioner(s) responsible for the treatment or procedure prior to the procedure being performed.
    a. Separate consents must be obtained and documented by each practitioner when:
        i. Different practitioners are performing different aspects of the same operative procedure, each with different risks requiring different skill sets; or
        ii. Multiple sequential procedures will be performed on the same date by different practitioners.
2. The informed consent discussion must include the following:
    a. The nature of the procedure or treatment;
    b. The risks, complications, and expected benefits or effects of the procedure or treatment; and
    c. Any alternatives to the procedure or treatment and the risks and benefits, including the consequences of non-treatment.
3. Procedures which require informed consent are complex in nature and include, but are not limited to:
    a. Procedures involving penetration of the skin, with the exception of drawing blood or establishing peripheral access;
    b. Endoscopic procedures;
    c. Intraluminal procedures including transesophageal procedures, but excluding placement of transurethral bladder catheters, diagnostic cytoscopes, and nasogastric tubes;
    d. Procedures which are considered irreversible.
        i. Special procedures, such as elective sterilization, have a consent process described in the policy *Operative Consents*.
4. Documentation that informed consent was obtained must be included in the patient's medical record. Any special circumstances should also be documented.
5. A consent remains effective until the patient revokes it or until circumstances change so as to materially affect the nature of, or the risks of, the procedure and/or the alternatives to the procedure to which the patient consented.

6. In the event of an emergency, a procedure that would ordinarily require consent may be performed without informed consent. All of the following criteria must be met in order to qualify as an emergency situation:
    a. The patient's life or health is in immediate and substantial danger.
    b. The patient is incapable of consenting.
    c. Any potential risks associated with the treatment are materially outweighed by the potential benefits associated with treatment.
7. Informed consent from patients with Limited English Proficiency will be obtained and documented with the participation of a qualified interpreter.
8. Refer to the policy *Minors with Legal Authority to Consent* when appropriate.

PROCEDURE:

1. Northern Inyo Healthcare District has certain approved forms (e.g., Informed Consent to Surgery or Special Procedure Form) that may be used to document that informed consent was obtained.
2. The patient, or patient's legal representative, must sign and date the form.
3. The practitioner obtaining informed consent must sign and date the form.
4. A witness must sign the form to confirm that the patient, or patient's legal representative, is the person signing. The witness signature does not confirm that the informed consent process has taken place.
5. While the completion of the form may be delegated to a staff member as appropriate, the practitioner performing the procedure is responsible for carrying out the informed consent process and addressing any questions that a patient may have.

REFERENCES:

1. California Hospital Association. *California Hospital Consent Manual 2017*.
2. Centers for Medicare and Medicaid Services, Hospital Condition of Participation §482.51(b)(2), §482.13(b)(2) and §482.24(c)(4)(v).
3. Gossman W, Thornton I, Hipskind JE. "Informed Consent." July 2019. Treasure Island (FL): StatPearls Publishing.
4. Joint Commission. "Informed Consent: More than getting a signature." Issue 21. February 2016.
5. University of Connecticut Health. "Clinical Informed Consent – Obtaining and Documenting." Policy 2015-03. Retrieved March 23, 2018.

CROSS REFERENCE P&P:

1. *Operative Consents Policy*
2. *Consent for Medical Treatment Policy*
3. *Minors with Legal Authority to Consent*
4. "Informed Consent to Surgery or Special Procedure" form
5. Informed Consent (Nursing); Lippincott Procedures (reviewed 11/15/2019)

Approval	**Date**
CCOC	03/23/2020
Medical Executive Committee	09/01/2020

NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE

Title: Informed Consent Policy – Practitioner's Responsibility	
Scope: Medical Staff and Advanced Practice Providers	Manual: Medical Staff
Source: Medical Staff Support Manager	Effective Date:

Medical Staff	10/13/2020
Board of Directors	
Last Board of Directors Review	

Developed: 2/2020 dp
Reviewed:
Revised:
Supersedes: *Informed Consent Policy, Procedures Requiring Informed Consents*
Index Listings: informed consent

Northern Inyo Hospital Medical Staff
Clinical Privilege Request Form

Appointment cycle _____
(Office use only)

Practitioner Name: _____ Date: _____
Please Print

PLASTIC SURGERY

Instructions: Please check box next to each core privilege/special privilege requested.

INITIAL CRITERIA
Education/Formal Training: • Completed accredited residency training in general surgery, followed by 3 years of concentrated plastic surgery training, with no less than 12 months of senior/chief responsibility in plastic surgery **OR** • Completed accredited plastic surgery integrated residency training (6 years) of which 3 years must be concentrated plastic surgery training with no less than 12 months of senior/chief responsibility on the clinical service of plastic surgery. • Board Certified/Board Eligible by the American Board of Plastic Surgery or AOA equivalent.

CORE PRIVILEGES
Must meet Initial Criteria to apply

- ☐ Admit, evaluate, diagnose, consult, perform H&P exam, and perform surgical procedures for patients presenting with both congenital and acquired defects of the body's soft tissue
- ☐ Treatment of skin neoplasms, diseases and trauma, including benign and malignant lesions of the skin and soft tissue, scar revisions, and laser therapy for vascular lesions
- ☐ Treatment of facial diseases and injuries, including maxillofacial and craniofacial structures and tumors of the head and neck
- ☐ Aesthetic and reconstructive surgery of the breast
- ☐ Surgery of the hand and extremities
- ☐ Reconstructive microsurgery, including flaps and grafts
- ☐ Reconstruction of congenital and acquired defects of the trunk and genitalia
- ☐ Complex would healing and burn treatment
- ☐ Cosmetic surgery
- ☐ Skin surgery, including chemical peel and mechanical dermabrasion

SPECIAL PRIVILEGES
(requires experience within the last 2 years and recommendation by Chief of Surgery)

- ☐ Conscious sedation (requires tutorial, current ACLS certification, and evidence of 6 cases every 2 years)

Acknowledgment of Practitioner:
I have requested only those privileges for which by education, training, health status, current experience and demonstrated performance I am qualified to perform and for which I wish to exercise and I understand that:

(a) In exercising any clinical privileges granted, I am constrained by any Medical Staff Bylaws, Rules and Regulations, and policies and procedures applicable.
(b) Any restriction on the clinical privileges granted to me is waived in an emergency situation and in such situation my actions are governed by the applicable section of the Medical Staff Bylaws or related documents.

_____ _____
Practitioner Signature *Date*

Northern Inyo Hospital Medical Staff
Clinical Privilege Request Form

Appointment cycle _____
(Office use only)

Practitioner Name: _____ Date: _____
Please Print

APPROVALS

COMMENTS/MODIFICATIONS TO REQUESTED PRIVILEGES:

_____ _____
Chief of Surgery *Date*

Approvals	*Committee Date*
Credentials Committee	
Medical Executive Committee	
Board of Directors	

(Office use only)

Northern Inyo Hospital Medical Staff
Clinical Privilege Request Form

Appointment cycle _____
(Office use only)

Practitioner Name: _____ Date: _____
Please Print

INTERNAL MEDICINE

Instructions: Please check box next to each core privilege/special privilege requested.

INITIAL CRITERIA
Education/Formal Training: • Completed accredited residency training in Internal Medicine. • Board Certified/Board Eligible by the American Board of Internal Medicine or equivalent (AOA).

INPATIENT CORE PRIVILEGES *Current ACLS certification required*	
Request	• Admit, evaluate, diagnose, perform H&P, consult and provide nonsurgical treatment to patients presenting with general medical problems. • Admit, evaluate, diagnose, perform H&P, consult and provide nonsurgical treatment to patients presenting with critical illnesses, needing ICU care. • Ventilator management. • Electrical cardioversion.
☐	

OUTPATIENT CORE PRIVILEGES *Current BLS or ACLS certification required*	
Request	• Admit, evaluate, diagnose, perform H&P, consult and provide nonsurgical treatment to patients presenting with general medical problems to the outpatient setting.
☐	

SPECIAL PRIVILEGES
(Requires experience within last 2 years and recommendation by Chief of Medicine)

☐ Anoscopy	☐ Insertion/management of PA catheters
☐ Arterial line placement	☐ Insertion/management of temporary transvenous pacemaker
☐ Arterial puncture	☐ IUD insertion
☐ Arthrocentesis - small joint	☐ IUD removal
☐ Arthrocentesis - large joint	☐ Liquid nitrogen treatment warts, keratosis
☐ Aspiration of intra-, subcutaneous cysts, furnucles, etc	☐ Lumbar puncture
☐ Bronchoscopy	☐ PFT interpretation
☐ Buprenophine (Suboxone) – certification required	☐ Removal of a non-penetrating corneal foreign body, foreign body from conjunctival sac, ear, nose, skin
☐ Cancer chemotherapy (in consultation with oncologist per protocol)	☐ Rigid/flexible sigmoidoscopy
☐ Central venous line placement	☐ Skin biopsy
☐ Conscious sedation (requires tutorial and current ACLS certificate)	☐ Sleep Study Interpretation (Board certified by American Board of Sleep Medicine or completion of Sleep Medicine fellowship program)
☐ Diagnostic and therapeutic paracentesis	☐ Stress test interpretation
☐ Diagnostic and therapeutic thoracentesis	☐ Suture minor lacerations
☐ Diaphragm fitting	☐ Therapeutic injection - small or large joint
☐ EKG/Holter/Event Monitor interpretation	☐ Toe nail avulsion
☐ Electrical cardioversion (current ACLS qualifies for experience in last 2 years)	☐ Tube thoracotomy (chest tube placement)
☐ Endotracheal tube placement	
☐ I&D cutaneous abscess	

Please sign acknowledgement on next page

Practitioner Name: _____ Date: _____
Please Print

Acknowledgment of Practitioner:
I have requested only those privileges for which by education, training, health status, current experience and demonstrated performance I am qualified to perform and for which I wish to exercise and I understand that:

(a) In exercising any clinical privileges granted, I am constrained by any Medical Staff Bylaws, Rules and Regulations, and policies and procedures applicable.
(b) Any restriction on the clinical privileges granted to me is waived in an emergency situation and in such situation my actions are governed by the applicable section of the Medical Staff Bylaws or related documents.

_____ _____
Practitioner Signature *Date*

APPROVALS

COMMENTS/MODIFICATIONS TO REQUESTED PRIVILEGES:

_____ _____
Chief of Medicine/Intensive Care *Date*

_____ _____
Chief of Surgery *Date*

Approvals	*Committee Date*
Credentials Committee	
Medical Executive Committee	
Board of Directors	

(Office use only)

CALL TO ORDER	The meeting was called to order at 5:30 pm by Jean Turner, District Board Chair.
PRESENT	Jean Turner, Chair Jody Veenker, Secretary Mary Mae Kilpatrick, Treasurer Kelli Davis MBA, Interim Chief Executive Officer and Chief Operating Officer William Timbers MD, Interim Chief Medical Officer Allison Partridge RN, MSN, Chief Nursing Officer Charlotte Helvie MD, Chief of Staff Keith Collins, General Legal Counsel, Jones and Mayer
ABSENT	Robert Sharp, Vice Chair Topah Spoonhunter, Member-At-Large
OPPORTUNITY FOR PUBLIC COMMENT	Ms. Turner announced at this time persons in the audience may speak on any items not on the agenda on any matter within the jurisdiction of the District Board. Members of the audience will have an opportunity to address the Board on every item on the agenda, and speakers will be limited to a maximum of three minutes each. Comment regarding further discussion of the Draft (revised) Northern Inyo Healthcare District (NIHD) Medical Staff Bylaws was received from Mr. Kyle Wakamiya. No other comments were heard.
REQUEST FOR ADD TO AGENDA, CLOSED SESSION ITEM	Interim Chief Executive Officer Kelli Davis, MBA requested that the Board add an item to the agenda for this meeting if it is determined that an urgent need to take action exists, and due to the fact that the item came to the attention of District Administration following the posting of the Agenda for this meeting. Ms. Davis stated that the proposed agenda item is *Approval of Purchase of the Pioneer Medical Associates Partnership Interest of Doctors Nickoline Hathaway MD and Asao Kamei MD*, and the request is to place that item on the Closed Session portion of the Agenda for this meeting as follows: - Discussion of a real estate negotiation regarding price and terms, 152 Pioneer Lane, Bishop, California, agency negotiators Kelli Davis, MBA and Pioneer Medical Associates Partners (*pursuant to Government Code Section 54956.8*). It was noted that following several years of discussion and negotiation a purchase agreement has been reached with Drs. Kamei and Hathaway, and that all parties involved desire to move forward without delay to finalize the transaction. It was moved by Mary Mae Kilpatrick, seconded by Jody Veenker and passed by a 3 to 0 vote to approve addition of the agenda item as stated, due to the fact that an urgent need to take action exists and because the matter came to the attention of District Administration following the posting of the Agenda for this meeting.

STRATEGIC PLANNING DEVELOPMENT	Ms. Davis also reported that Strategic Planning sessions with David Sandberg with *Focus and Execute* have been scheduled for November 20 and 21, 2020. Pre-work necessary for those sessions is currently underway and NIHD employees and the Medical Staff have been surveyed for input in preparation for development of the District's next Strategic Plan.
SHARPS COMMITTEE CHARTER	Chief Nursing Officer (CNO) Allison Partridge RN, MSN called attention to a proposed *Sharps Committee Charter*, the purpose of which is to continue to progress in reducing the risk of sharps injuries to NIHD healthcare workers, patients, and visitors. It was moved by Ms. Kilpatrick, seconded by Ms. Veenker, and passed by a 3 to 0 vote to approve the proposed *Sharps Committee Charter* as presented.
COMPUTER DOWNTIME POLICY, EMERGENCY DEPARTMENT	Ms. Partridge also called attention to a proposed *Computer Downtime, Emergency Department* Policy and Procedure, which would provide a format for patient discharge instructions in the Emergency Department when the Computerized Discharge Instruction System and all computer systems are down. It was moved by Ms. Veenker, seconded by Ms. Kilpatrick, and passed by a 3 to 0 vote to approve the proposed *Computer Downtime Emergency Department* Policy and Procedure as presented.
NIHD AND AFSCME MOU AND DISTRICT BOARD RESOLUTION 20-10	Ms. Davis reported that NIHD Administration and the American Federation of State, County, and Municipal Employees (AFSCME) Technical Unit have reached an agreement to establish a Memorandum of Understanding (MOU) between the two groups. Ms. Davis and members of the Board expressed their appreciation of the hours of work and commitment on the part of both parties to reach an amicable agreement, as well as appreciation of the positive interactions, collaborative effort, and concessions made by both parties. It was moved by Ms. Veenker, seconded by Ms. Kilpatrick, and passed by a 3 to 0 vote to approve the proposed MOU between NIHD and the AFSCME Technical Unit, as well as corresponding District Board Resolution 20-10 which memorializes that Memorandum of Understanding.
LETTER OF AGREEMENT WITH AFSCME RNS AND DISTRICT BOARD RESOLUTION 20-11	Ms. Davis also called attention to a proposed *Letter of Agreement* between NIHD and AFSCME District Council 57 RN's which provides for two re-openers (in March of 2021 and August of 2021) of the MOU in order to discuss the Defined Benefit Plan and wages. It was moved by Ms. Kilpatrick, seconded by Ms. Veenker, and passed by a 3 to 0 vote to approve both the proposed *Letter of Agreement* between NIHD and AFSCME Council 57, as well as corresponding District Board Resolution 20-11 as presented. Members of the Board again expressed their appreciation of the positive attitude and concessions made on the part of both parties during negotiations.

BENEFITS BROKER IMPLEMENTATION TIMELINE	Financial Consultant Vinay Behl called attention to approval of an implementation timeline to appoint Verus to be NIHD's new Employee Benefits Broker, in order to realize significant cost savings for the District. Scott Kelly with Verus provided a high level overview of the proposed change which would become effective in January of 2021. It was noted that the change of Broker will not result in any change to employee benefits, but it will result in cost savings in the areas of employee pharmacy; dental; vision; and life insurance coverage costs. Mr. Behl and Mr. Kelly stated that any future changes to employee benefits will be brought to the Board of Directors for approval, and that the proposed change to Verus should result in approximately 1 million dollars of cost savings. It was moved by Ms. Veenker, seconded by Ms. Kilpatrick, and passed by a 3-0 vote to approve the change of NIHD's Benefits Broker to Verus, and to approve the corresponding Implementation Timeline as presented.
GPO CONTRACT AND APPOINTMENT OF A NEW GOP	Mr. Behl also called attention to a proposal to change NIHD's Group Purchasing Organization (GPO) from Intalere to Community Hospital Corporation (CHC) in order to realize significant cost savings on the District's purchased supplies. Phil Trent with CHC provided a cost savings analysis of the District's current purchasing practices, noting that an up to 23 percent savings could be realized by switching from Intalere to CHC. The proposed contract with CHC includes an opt-out option at the end of year one in the event that the District is not happy with CHC's performance. Following further discussion it was moved by Ms. Veenker, seconded by Ms. Kilpatrick, and passed by a 3 to 0 vote to approve canceling the District's GPO contract with Intalere and appointing Community Hospital Corporation (CHC) to be the District's new Group Purchasing Organization.
APPLYING FOR FORGIVENESS OF PAYCHECK PROTECTION PROGRAM LOAN	Ms. Davis informed the Board that the District is applying for forgiveness of Cares Act Paycheck Protection Program (PPP) relief monies received to help offset the financial impact of the Covid 19 pandemic. Most of the Covid-related government dollars that the District received were designated as loans, and stringent timelines exist regarding applying for loan forgiveness.
CHIEF OF STAFF REPORT POLICY AND PROCEDURE APPROVAL	Chief of Staff Charlotte Helvie MD reported following careful review, consideration, and approval by the appropriate Committees the Medical Executive Committee recommends approval of the following District-wide Policy and Procedure: - *Pulmonary Function Testing* It was moved by Ms. Kilpatrick, seconded by Ms. Veenker, and passed by a 3 to 0 vote to approve the *Pulmonary Function Testing* Policy and Procedure as requested.
MEDICAL STAFF SURVEY UPDATE	Doctor Helvie additionally reported that a high level Medical Staff provider engagement survey has been conducted, and the results are

currently being compiled. It was also noted that review of the NIHD Draft (revised) Medical Staff Bylaws will be placed on the Agenda for the November District Board of Directors meeting.

CONSENT AGENDA

Ms. Turner called attention to the Consent Agenda for this meeting, which contained the following items:

1. *Pioneer Home Health quarterly update*
2. *Approval of minutes of the September 2 2020 special meeting*
3. *Approval of minutes of the September 16 2020 regular meeting*
4. *Financial and Statistical reports as of September 30, 2020*
5. *Cerner Implementation update*
6. *Construction project update*
7. *Return on Investment (ROI) Committee update*

After receiving comment from members of the Board, Consent Agenda items 1, 4, and 7 were pulled from the Consent Agenda in order to allow for discussion. It was then moved by Ms. Veenker, seconded by Ms. Kilpatrick and passed by a 3 to 0 vote to approve Consent Agenda items 2 (*minutes of the September 2 2020 special meeting*); 3 (*minutes of the September 16 2020 regular meeting*); 5 (*Cerner Implementation update*); and 6 (*Construction project update*) as presented.

PIONEER HOME HEALTH QUARTERLY REPORT

Pioneer Home Health (PHH) Administrator Ruby Allen RN reviewed the PHH quarterly report, noting that PHH is currently able to meet its operating expenses without financial assistance from NIHD. It was moved by Ms. Veenker, seconded by Ms. Kilpatrick, and passed by a 3 to 0 vote to approve the Pioneer Home Health quarterly report as presented, with a notation being made that a high level report on PHH revenues and expenses will be included as part of the quarterly report going forward.

FINANCIAL AND STATISTICAL REPORTS AS OF SEPTEMBER 30, 2020

Vinay Behl reviewed the Financial and Statistical reports as of September 30 2020, noting that after the initial onset of the Covid 19 pandemic in March, patient volumes began to increase in the month of April then stabilized further during the months of July, August, and September. The District has seen great improvement in its gross margin, and has also seen significantly improved revenue. It was also noted that District staff is currently working on improving its revenue cycle and collections processes. Following a question and answer period it was moved by Ms. Veenker, seconded by Ms. Kilpatrick, and passed by a 3 to 0 vote to approve the Financial and Statistical reports as of September 30 2020 as presented. During discussion it was noted by District legal counsel that the Board is prohibited from allowing special access to individual members of the public during public comment, and they should refrain from allowing periods of comment extending past the 3 minute maximum time allowance. The Board may instruct staff to provide additional information to members of the public offline, if deemed appropriate.

RETURN ON INVESTMENT COMMITTEE UPDATE

Mr. Behl also provided an overview of the Return On Investment (ROI) Committee update, pointing out the ways in which the Committee has

improved the District's net margins. It was moved by Ms. Kilpatrick, seconded by Ms. Veenker, and passed by a 3 to 0 vote to approve the ROI Committee update, with a change being made to indicate that current Chief Nursing Officer Allison Partridge RN, MSN has replaced former CNO Tracy Aspel RN, BSN as a member of the ROI Committee.

NIHD COMMITTEE UPDATES FROM BOARD MEMBERS

Director Turner reported on her attendance at NIHD's Workforce Safety Taskforce meetings, and on the efforts of the SafeTown community collaboration. Director Kilpatrick reported on her attendance at Medical Executive Committee meetings; at CEO Team leadership meetings; and on her attendance at meetings of the NIHD Foundation Board.

BOARD MEMBER REPORTS

Ms. Turner asked if any members of the Board of Directors wished to comment on any items of interest. Director Veenker expressed her appreciation of the District's Medication Assisted Treatment (MAT) program for treatment of substance abuse disorders, stating that she has witnessed the successful harm reduction efforts in this community firsthand, and that District staff is treating program participants with respect and helping to reducing stigmas associated with treatment of substance abuse disorders. No other reports were heard.

ADJOURNMENT TO CLOSED SESSION

At 7:28 pm Ms. Turner announced the meeting would adjourn to Closed Session to allow the District Board of Directors to:

A. Conference with legal counsel, existing litigation (*pursuant to Gov. Code Section 54956.9(d)(1*). Name of case: Robin Cassidy v. Northern Inyo Healthcare District.
B. Conference with Labor Negotiators (*pursuant to Gov. Code Section 54957.6*), Agency designated representative: Jean Turner, Chair. Unrepresented employee: Kelli Davis, Interim CEO.
C. Discussion of a real estate negotiation regarding terms and price, 152 Pioneer Lane, Bishop, California, agency negotiators Kelli Davis, MBA; and Nickoline Hathaway MD and Asao Kamei MD (*pursuant to Gov. Code Section 54956.8*).

RETURN TO OPEN SESSION AND REPORT OF ACTION TAKEN

At 8:39 pm the meeting returned to Open Session. Ms. Turner reported that the Board took action to approve the purchase of the Pioneer Medical Associates partnership percentage owned by Doctors Hathaway and Kamei, for a price of $1,017,488. No other action was reported.

ADJOURNMENT

The meeting adjourned at 8:40 pm.

_____
Jean Turner, Chair

Attest: _____
Jody Veenker, Secretary

NORTHERN INYO HEALTHCARE DISTRICT

Improving our communities, one life at a time.
One Team, One Goal, Your Health!

150 Pioneer Lane
Bishop, California 93514

(760) 873-5811

DATE: November 10, 2020

TO: Board of Director's
Northern Inyo Healthcare District

FROM: Kelli Davis, Interim Chief Executive Officer (CEO)

RE: Bi-Monthly CEO – Northern Inyo Healthcare District

REPORT DETAIL

Leadership

In September, we welcomed Charity Dale, Interim Human Resources (HR) Director, to the NIHD team. Charity has been actively involved in learning the NIHD environment and most importantly, assessing the HR environment, team strengths and opportunities and the structure needs to fully support the greatest assets of the District, our employees. We are very excited for the new days, weeks, months and beyond with this new addition to the Executive Team family!
In October, we wished our Director of Nutrition Services, Denice Hynd, RD, a fond farewell as she moved out of the Bishop area with her family, to pursue the next level of career opportunities in clinical and public health nutritional support/services for patients.
A Nutrition Services Manager has been hired and will be starting at NIHD on November 16th. He will partner closely with our registered dietitian, Lindsey K. Hughes, to ensure our patient and employees have full support in their nutritional service needs.

Workforce

As the pandemic continues to unfold, the NIHD team members continue to manage change positively and proudly. While some work environments and personal lives are on pause, the lives of healthcare workers face increased strains and new challenges. Our team members are part of the essential workforce on the front lines of COVID-19, so they know what it means to worry about risk, navigate countless hours of work, and to adapt their personal lives to meet the needs of their professional lives. Still, it is not easy.
An employee virtual town hall meeting, will be held on November 10th from 2-3pm, to spotlight the many challenges we are facing, from the pandemic, environmental, and society/political climates. These challenges can have profound effects on our employees both from a personal and a professional perspective. Participants available to our employees through this town hall with include: administration, human resources, infection prevention, and social services.

Strategic Planning

The proposed November 20th and November 21st, strategic planning sessions have been postponed until a later date due to the ongoing increase in COVID19 positive cases. Based on the county mandates currently in place, the restrictions surrounding gatherings continues to stress meetings being held via zoom and not in person. Conducting strategic planning sessions via zoom are not felt to be as productive as in-person sessions. Maximizing participation, interaction and engagement during the strategic planning process through face-to-face meetings is supportive of postponing the sessions.

Administration discussions and background preparation with facilitator, David Sandberg, will continue to ensure the District is prepared for the planning sessions at a future date.

Community and Industry Outreach

American Hospital Association (AHA) – New CEO Orientation; completed on November 6, 2020. Time spent with AHA's Eric Bogguess, Director, AHA Field Engagement, for awareness of what NIHD's AHA membership affords us with support, advocacy and resources. (See attached power point). Membership information has been shared with the Executive Team.

Eastern Sierra Area Agency on Aging (ESAAA) – participated in the quarterly advisory council meeting on November 4, 2020. As an active member of the advisory council, focus is on matters that relate to the needs of seniors in Inyo and Mono counties and ensuring the success of our aging programs. We meet on a quarterly basis, receive county updates, provide resources to one another, share knowledge and information, and make policy recommendation to support the success of senior programs locally. Next meeting is scheduled for January 13, 2021.

Pioneer Home Health Care (PHHC) – Completed "Governing Board Orientation" with Ruby Allen, Administrator, on October 29· 2020. Overview and introduction to the essential roles PHHC holds in our community was insightful and much appreciated. I am looking forward to ongoing work with the PHHC Board of Directors. The next PHHC Board Meeting is scheduled for November 18, 2020.

Mobile Clinic Stakeholder Meeting – Monthly meeting on October 19, 2020, facilitated by Inyo County (Meaghan McCamman) to bring together Inyo County, NIHD, SIHD and TIHP for discussion around need, feasibility and grant opportunities for a shared mobile clinic for the provision of healthcare resources that may/may not normally be easily accessible to outlying areas. WIPFLI is providing consult to this group. Next meeting is TBD.

Eastern Sierra Healthcare CEO Leadership Roundtable – Quarterly meeting to bring together the CEO's from Southern Inyo Healthcare District, (Dr. Peter Spiers), Southern Mono Healthcare District, (Tom Parker), Northern Inyo Healthcare District, (Kelli Davis) and Toiyabe Indian Health Project, (Dr. Kori Novak). A meeting was held on October 13, 2020, with Peter Spiers, Tom Parker and Kelli Davis, participating. Dr. Novak was unable to attend. The next meeting is scheduled for January 13, 2021.

Chief Executive Officer Calls – I continue to have regularly bi-weekly scheduled calls with each of the area CEO's (Kori Novak, Peter Spiers and Tom Parker) on an individual basis to facilitate open lines of communication between the entities.

Department Reports

Please find the reports from the department leaders I support in the next pages. You are sure to see much work underway, some challenges and of course, some celebration of the amazing work and service provision taking place at NIHD.

Closing

The support and guidance by the NIHD Board of Director's is greatly appreciated. As always, please do not hesitate to contact me with any questions or to share any concerns you may have.

Respectfully submitted,
Kelli Davis - Interim CEO

NORTHERN INYO HEALTHCARE DISTRICT

150 Pioneer Lane
Bishop, California 93514
(760) 873-5811 Ext. 3415

DATE: November 2020

TO: Board of Directors, Northern Inyo Healthcare District

FROM: Interim CEO Board Report
Barbara Laughon, *Manager of Marketing, Communications & Strategy*

RE: Department Update

REPORT DETAIL

OLD BUSINESS

We thank *The Inyo Register*, KIBS-FM 100.7, and Sierra Wave Media for their continued support of the District's news releases. We recently spotlighted Dr. Charlotte Helvie as our new Chief of Staff, The NIH Foundation, and the Clorox Total 360° electrostatic sprayer in all media outlets. Many thanks to TeamNIHD members Dr. Will Timbers (COVID-19 update), Lindsey Hughes (Diabetes Awareness), Denice Hynd (Healthy Alternatives for Halloween), and Greg Bissonette and Jane Thompson (Meet the NIH Foundation) for appearing on Gary Young's Morning Show on KIBS-FM.

NEW BUSINESS

Digital Marketing Specialist Caroline Casey continues to grow our social media presence on Facebook with an array of advertisements designed to showcase our services and our staff. She also is working diligently on breathing life into our website. Highlights include:

Social Media

- Facebook content was displayed more than 108,000 times, increasing by 54 percent compared to September.
- Total engagements reached 6,020 this month, increasing by 111 percent.
- Your post link clicks also increased by 51 percent, reaching 296 – driving traffic to the website.
- Our top posts included:
    - "Getting to Know You" with Jotendra Ranabhat – Engagements 1,034
    - Dr. Will Timbers Video on The Importance of Flu Vaccine – Engagements 1,010 and 4.5k Views
    - New Physician Spotlight: Dr. Lindsey Ricci, MD – Engagements 503

Website

- New Service Line Pages, including Emergency, Rehabilitation Services, Urology, Speech Pathology, Plastic Surgery, and COVID-19 Pages
- Updates on all Physician Biographies

- SEO Optimization

We began recording our physician profile videos with Jesse Steele on Nov. 12 with Drs. Richard Meredick (Ortho), Bo Nasmyth Loy (Ortho), and Lindsey Ricci (Pediatric). We will do two more this month on Nov. 20 with Drs. Matthew Ercolani (Urology) and David Plank (Plastic Surgery).

We supported leadership as it presented our third NIHD Virtual Town Hall on Nov. 10. This was an opportunity to update staff on COVID-19 developments, celebrate our collective successes, share and support one another with our challenges, and take questions and answers from the team.

Our next Virtual Healthy Lifestyles Talk is scheduled for Thursday, Nov. 19, 6-7 p.m. It will feature the Pioneer Home Health Care staff addressing the topic: "*Taking the Mystery out of Home Health Care.*" The Zoom link to the talk is available on our website.

We are working with Dr. Ercolani to create a forward-facing event on prostate health, tentatively scheduled for Dec. 3-4 on campus. More to come on this as details develop.

Thank you for your time and we wish you all a wonderful Thanksgiving holiday.

NORTHERN INYO HEALTHCARE DISTRICT
Improving our communities, one life at a time.
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150 Pioneer Lane
Bishop, CA 93514
(760) 873-5811

DATE: November 2020

TO: Board of Directors
Northern Inyo Healthcare District

FROM: Interim CEO Board Report
Greg Bissonette, Foundation Executive Director/Grant Writer

RE: Department Update

REPORT DETAIL

FOUNDATION
September saw the board meeting go dark for lack of new business and October saw board meetings resume with work beginning on the fundraising training for the board members. This is being provided by a colleague who has been mentoring me this past year and half and has been a fundraising consultant for more than 20 years. The training was to have been an in-person retreat for the board, over a couple of days in November, but due to the current restrictions is being presented in smaller chunks over the course of the next several Foundation board meetings.

GRANT WRITING
On the grant writing side, the District received another grant award of $224,000 over two years to combat the opioid crisis form the California Department of Health Care Services. This grant will provide funding for current staff and outreach activities to those affected by this health crisis.

NORTHERN INYO HEALTHCARE DISTRICT

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150 Pioneer Lane
Bishop,California 93514
(760) 873-5811

DATE: November 2020

TO: Board of Directors
Northern Inyo Healthcare District

FROM: Interim CEO Board Report
Rich Miears, Manager of Environmental Services & Laundry

RE: Department Update

REPORT DETAIL

ENVIRONMENTAL SERVICES

The Environmental Service team operates Monday –Sunday 400am to 1230am. Our staff cleans areas from Birch Street, to the Joseph house to our OR's and PACU. We currently have 25 fulltime employees in ES with zero vacant spots to fill. In the past couple of months, this department has been running very smoothly.

LAUNDRY

The Laundry team operates Monday –Friday from 500am to 1630pm. We currently have 5 employees with staggered starts thru the day. Our chemical line has been safe so far, but it has been hard to get certain linens stocked in the hospital. We have had some issues with our giant iron, but it's in the process of being repaired; waiting on parts. Our staff is doing great.

OTHER INFORMATION

Talent Pool- Currently have 6 employees with two recently moving into fulltime positions with ES. So far, the applicants in ADP for Talent Pool are still trickling in slowly.

Screeners- We have 3 temporary screeners from Sierra Employment & 1 Talent Pool NIHD employee to cover Radiology 5 days per week and the Main and ED entrance 7 days a week; Maureen Barrett, Christy Morton, Cheryl Jackson and Ty Tucker. They are doing a great job, and they are really friendly too.

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150 Pioneer Lane
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DATE: November 2020

TO: Board of Directors
Northern Inyo Healthcare District

FROM: Interim CEO Board Report
Thad Harlow, Director of Rehabilitative Services

RE: Department Update

REPORT DETAIL

PHYSICAL THERAPY

We are seeing great volumes despite having 2 PT's out for extended periods and while still maintaining COVID precautions. To decrease our wait time to schedule new evaluations we asked for and received permission for a traveler.

OCCUPATIONAL THERAPY

Our outpatient numbers are up slightly, but we have seen a significant increase in health patient volumes.

SPEECH THERAPY

Our Speech Therapy caseload is slowly growing and we have a new grad who joined the team 4 months ago and she is doing an outstanding job. We are working with marketing to help this program continue to grow.

OTHER INFORMATION

The move of our Pediatric Clinic went very smoothly thanks to the hard work of Lynda Vance, Jason Moxley, and the pediatrics team. They love their new space, and their patients love it as well. The Cerner project has been a little bit of extra work, but the therapy team is excited and sees a lot of opportunities to make charting faster, easier, and more complete.

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150 Pioneer Lane
Bishop, California 93514
(760) 873-5811

DATE: November 2020

TO: Board of Directors
Northern Inyo Healthcare District

FROM: Interim CEO Board Report
Larry Weber, Director of Diagnostic Services

RE: Department Update

REPORT DETAIL

NEW BUSINESS

Cardiopulmonary:

As reported in our last report, Cardiopulmonary continues to see approximately 85% of Pre-Covid patient volumes. PFT volumes have been below normal. Karen Brorson, our per diem EKG technician, has resigned and we are currently looking at options to replace this position. Terry Tye is making progress on the IAC (Intersocietal Accreditation Commission) accreditation for the Echo lab. David Kim (Sonographer) recently received his Echo Certification and is now working independently three days a week. Cerner Power Chart EKG has been added to the Cerner implementation. This will allow the EKGs to electronically upload into the electronic health record. NIHD has received twenty new Powered Air Purifying Respirators over the last nine months and the Respiratory Care department has insured proper function of all the new units and distributed them to departments throughout the hospital.

Diagnostic Imaging:

October was Breast Cancer Awareness month. Unfortunately, due to the pandemic; our district had to limit our breast cancer awareness activities this year. Our Imaging department performed two nights of moonlight mammograms, held an NIHD employee day, and a fourth day was dedicated to Toiyabe employees. 32 screening mammograms were done on these dedicated days with 209 mammograms performed in the month. Cerner implementation is ramping up with workflow and integration testing being conducted the week of November 2. Applications to renew our ACR accreditation for CT, MR, and US have been submitted and work is beginning to submit exams for quality to be reviewed by the American College of Radiology. The roof on our MRI suite was in dire need of replacement and happy to report that occurred since our last report.

Laboratory Services:

Laboratory Services continues to struggle with the recruitment of Clinical Lab Sciences. We currently have need for four full time CLS staff. We have brought in a team of travelers that are

helping keep our lab operational while we look for long term permanent staff. Lab leadership has been working with HR to maximize our recruitment efforts. The shortage of CLS staff is a national crisis. Lab leadership is currently working to finalize the purchase of middleware that will automate the ordering and resulting of point of care (POC) glucose testing. Our goal is to go live with this interface when the hospital goes live with our Cerner EHR. Our front lab has successfully recruited Ana Robles, a phlebotomist from Southern California. After training is complete, Ana will be working our late afternoon shift in the front lab collection area.

OLD BUSINESS

Cardiopulmonary:

Our Echo sonographer continues to promote the Trans esophageal echocardiography (TEE) program. We have completed four TEE procedures since the last report. Eight total TEEs have been completed since the program went live in late April of this year. We are seeing our volume of stress tests, EKGs and ambulatory cardiac monitoring trending back to pre-Covid 19 levels. All exercise stress tests are prescreened for Covid prior to procedure. The Department continue to prescreen all patients for Covid prior to PFT procedures. The Cardiopulmonary Department has fit tested NIHD staff for the 1870 mask. The Respiratory therapists continue to prepare for a surge related to Covid. We are taking inventory of our supplies to assure we have an adequate amount moving into flu/RSV season.

Diagnostic Imaging:

Diagnostic Imaging filled two vacancies since our last report. Alicia Preece has joined our team as a medical sonographer and Yessica Valadez has joined our team as a DI clerk. We are very happy to have these two additions to our team. We are still recruiting for a full time X-Ray tech.

Laboratory Services:

Supply chain for our molecular imaging supplies continues to be sporadic, leaving us with an inability to regularly perform in house tests for SARS CoV2, CT/NG, Influenza, and RSV. We continue to see success in our communities' adherence with our request that they call and schedule a day and time to have their lab test specimen collected.

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150 Pioneer Lane
Bishop, California 93514
(760) 873-5811

DATE: October 2020

TO: Board of Directors
Northern Inyo Healthcare District

FROM: Interim CEO Board Report
Scott Hooker, Director of Facilities

RE: Department Update

REPORT DETAIL

MAINTENANCE/FACILITIES

New Business:

In the last several weeks we were able to get through some hurdles with OSHPD on the building separation project. Change order #10 was approved, and we are expecting work to start back up at the end of October.

Although we will not be installing the new Omnicell drug cabinets until September, 2021, we are continuing to get OSHPD approval for this project. The decision to wait until September for the install was because of some integration scenarios with the new Health Record System and staff resources.

All departments are building their database for the Shifthound scheduling software. Training on this new program will start in the next few weeks.

Material has been ordered for the RHC back office remodel. This project was brought about by the efficiency consultants and consists of demolishing the RHC nurses station and placing adjustable desks and higher chairs. This will increase space and improve efficiency for the RHC staff and providers.

Old Business:

Work continues on the chiller plant upgrade. This is a very technical and complicated project. OSHPD is requiring many details and documents for this project. We will continue to push as hard and fast as we can on this project so that we can get the temp chiller returned.
Work is ongoing with the building maintenance program. Access points for this system are getting installed at key points in the plant.

SECURITY

New Business:

We seem to be providing more security standbys multiple times per day and in many different locations. Many of these are related to the COVID requirements; wearing masks, screening, etc. The public seems to be frustrated and tired. Security Officers are helping out with the new COVID screening process during their shifts.

Old Business:

The Security Department continues to be very busy. With everything that is going on in the Owens Valley and in the world, we don't see things slowing down anytime soon.

Security is currently operating with 6 officers, one less than we are used to. Security is onsite Sunday – Thursday 600p-330a Friday and Saturday noon-400a.

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150 Pioneer Lane
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DATE: November 2020

TO: Board of Directors
Northern Inyo Healthcare District

FROM: Interim CEO Board Report
Neil Lynch, Purchasing

RE: Department Update

REPORT DETAIL

NEW BUSINESS
Purchasing continues to work on Cerner preparation, workflow, and integration. We continue to have numerous activities centered on the supply chain as it relates to Covid supply shortages, as this is ongoing. Begin project activities around GPO transition, determine scope and project team members.

OLD BUSINESS
Cerner data extraction from Paragon legacy system.

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DATE: November 2020

TO: Board of Directors
Northern Inyo Healthcare District

FROM: Interim CEO Board Report
Lynda Vance, Project Management Specialist

RE: Department Update

REPORT DETAIL

NEW BUSINESS

Grant Project Integration:
I have been working with Greg Bissonette on integrating Grant workflows with projects to help our teams get the most out of grants. New workflows to be implemented by end of the year.

Cerner Project:
Increased events and activity on the Cerner Project and associated systems connected to or disconnecting from our EHR.

Projects *(this is a summary of the high-level work, not a complete list):*

1. **Discovery – 4** (Cobas POC middleware, GPO replacement, Plastics New Service Line, Pain Management New Service Line)

2. **Kick Offs – 1** (i2i, Population health and insurance reporting)

3. **Actively Working – 16 (**Logisticare Transport; ADP to Replace Kronos Time areas; Bronco Clinic Restart; Shifthound expansion for new MOU; Cerner (EHR); PPM Navex; SAP Concur; Contract assistant; Experian Pricing transparency; Cerner Project outside Wipfli Scope; Grant and Project Process; OneContent DMS update; Moves for RHC back office; Specialty Care Clinic; Virtual Care Clinic; HR Reorganization Moves.)

4. **Go Live – 1** (People Element (Workforce Intelligence Solutions and Analytics))

5. **Closing – 5 (**Scorpion Social Media, Amion Schedule Software (Med Staff), Nuance Powershare Share DI portal, Scorpion Website; TEE Trans Esophageal Electrocardiography, Tele-psychiatry with Regroup, 3M Server Upgrade)

6. **Moves Completed - 4** (HR Manager Move, Peds Rehab Move, Infection prevention/ informatics moves, CNO Office refresh)

7. **On Hold - 4** (Door Access Badge standard workflow, Omnicell Cabinets, Bbraun Smart IV Pumps, Myla Lab/Micro Middleware.)

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150 Pioneer Lane
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DATE: November 2020

TO: Board of Directors
Northern Inyo Healthcare District

FROM: Interim CEO Board Report
Bryan Harper, Director of ITS

RE: Department Update

REPORT DETAIL

NEW BUSINESS

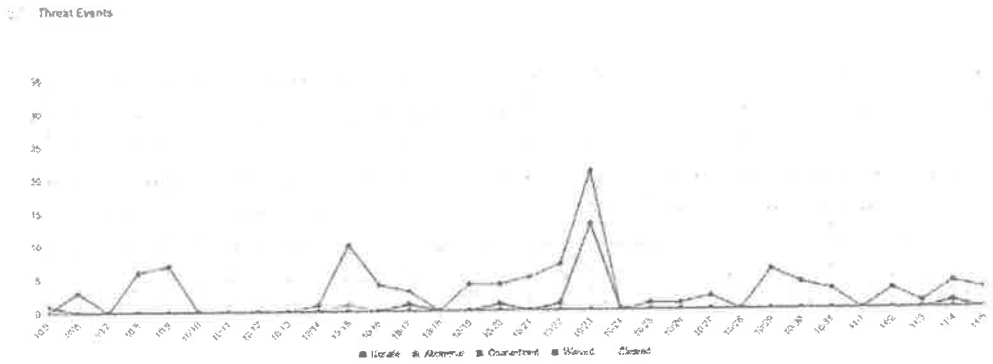
1. ITS staff are completing the upgrade of all the workstation on wheels (WOWs) (36)
2. ITS continues to work on workstation upgrades for the district. This is a long and difficult process but, will pay dividends when we move to Cerner next year as well as be a big security win.
3. ITS has started to install Cerner hardware (FetalLink, Cerner VPN Backup)
4. ITS/Security are currently working on hardware upgrades and proactively monitoring security incidents and updating systems for security best practices.
5. Clinical Engineering (CE) Switched over the sensoscientific system to new wireless access points.

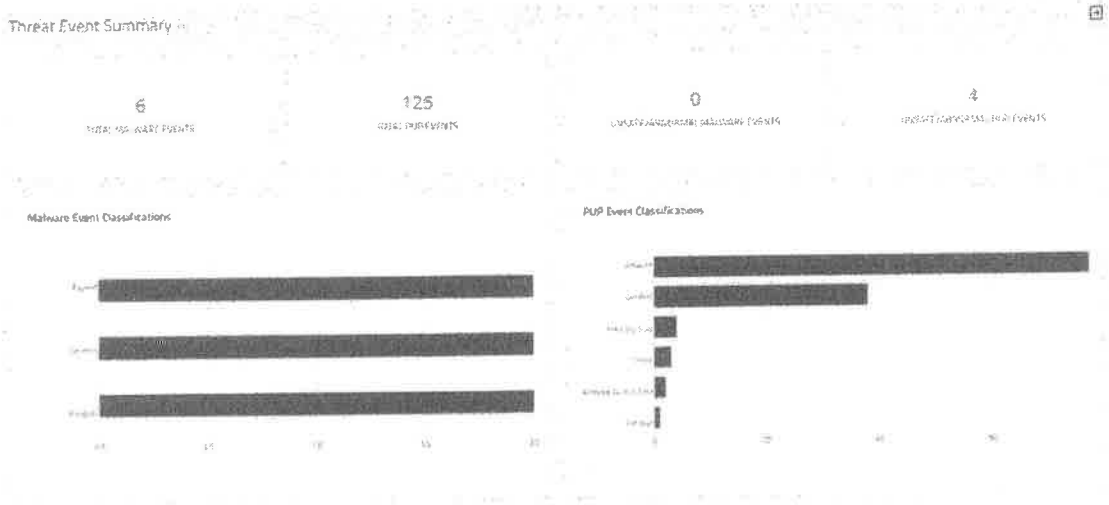
OLD BUSINESS

1. ITS has just completed the installation on our new wireless network. This replaces theolder wireless network that was over 10 years old. Along with speed, coverage we have also reduced our wireless networks from 12 SSIDs down to 4 SSIDs which also helps with potential network noise that can cause slowness.
2. Clinical Engineering (CE) helped complete the RHC Efficiency project (New equipment), Specialty, Virtual care moves

NIHD Cyber Security Dashboard Summary

Threat and Device Summary



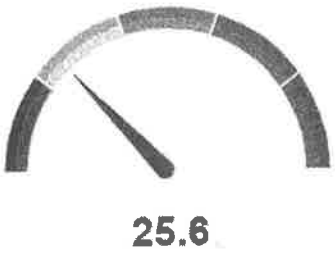


Files throughout the NIHD campus that have been analyzed.

Total Files Analyzed
48,127,870

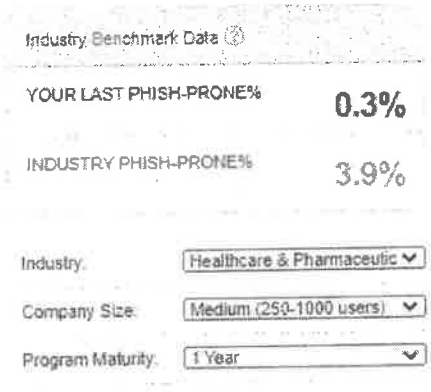
Security Awareness Update

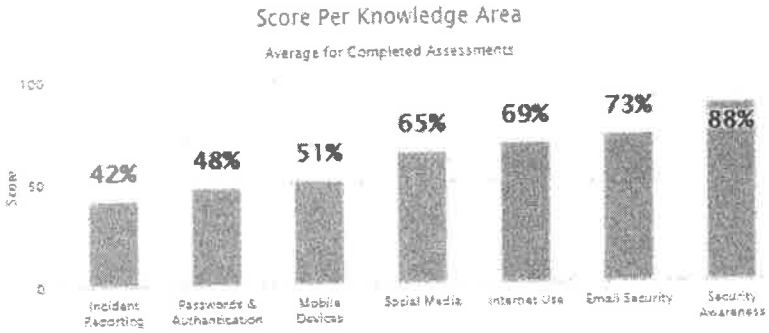
Organization's Risk Score



25.6

See our Virtual Risk Officer (VRO) Guide for details about how Risk Scores are calculated.





Your Security Culture Score

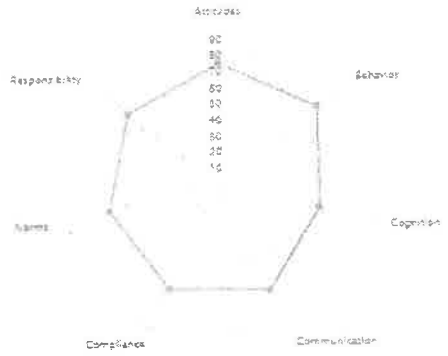
66

Security Culture Index

100 - 90	Excellent
89 - 80	Good
79 - 60	Moderate
59 - 50	Moderate to Poor
49 - 30	Poor
29 - 0	Extremely Poor

For more information on the Security Culture Index, click here

Results by Dimension



American Hospital Association

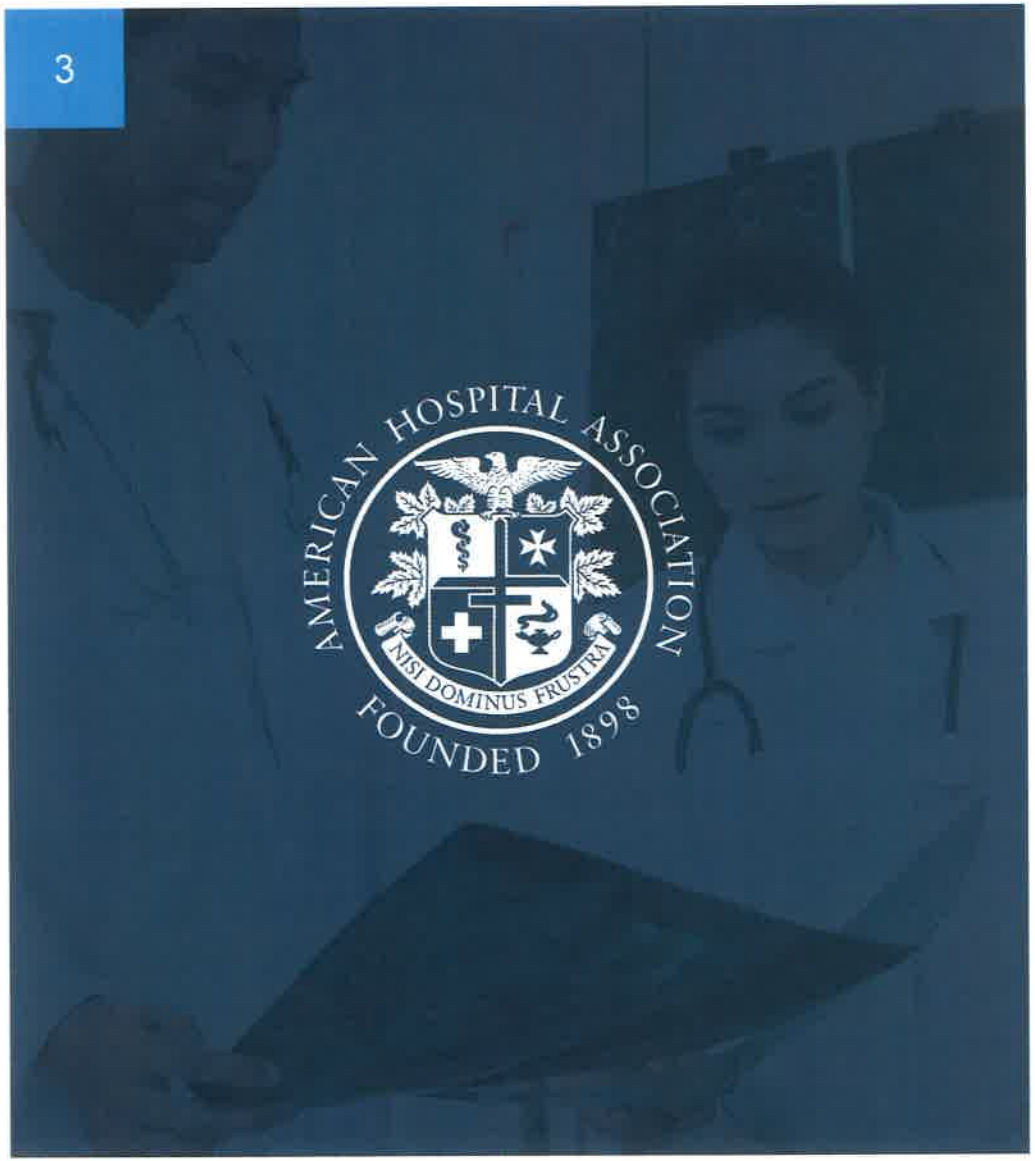
Advancing Health in America

Your AHA Membership

2

Session Overview

- Welcome
- Annual Meeting Preview
- Overview of the AHA



Our History

With roots dating back to 1898, the American Hospital Association now counts among its members…

- Nearly 5,000 hospitals, health care systems and other health care organizations
- 33,000 individual members
- State, regional and metropolitan hospital associations

We operate out of offices in Washington, DC and Chicago

4

AMERICAN HOSPITAL ASSOCIATION
NISI DOMINUS FRUSTRA
FOUNDED 1898

American Hospital Association
Advancing Health in America

The Path Forward

Our Vision: A society of healthy communities where all individuals reach their highest potential for health

The AHA's mission is to advance the health of individuals and communities. The AHA leads, represents and serves hospitals, health systems, and other related organizations that are accountable to the community and committed to health improvement.

Hospitals and health care systems are committed to **A**dvancing **H**ealth **I**n **A**merica through:

- **A**ccess: Access to affordable, equitable health, behavioral and social services
- **H**ealth: Focus on holistic well-being in partnership with community resources
- **I**nnovation: Seamless care propelled by teams, technology, innovation and data
- **A**ffordability: The best care that adds value to lives

Individual As Partner: Recognize the diversity of individuals and serve as partners in their health

"H" of the future: Hospitals, Health systems and Health organizations are transforming and will continue to lead to provide a network of caring that improves the health of communities.

The AHA supports the field through a multifaceted approach:

Priority Issues:

- Access and coverage
- Advancing clinical care
- Affordability
- Delivery and payment models
- Regulatory relief
- Workforce and leadership
- Innovation capacity

5

Our Influence

When the nation's leaders need input and guidance on issues related to hospitals and health systems, they look to us.

AHA ranked #1 of 50 trade associations in terms of:

2018 APCO Worldwide Trademarks Study

- Member Representation
- Information Resource
- Bipartisanship
- Industry Reputation Steward
- Local Impact
- Self-Regulation

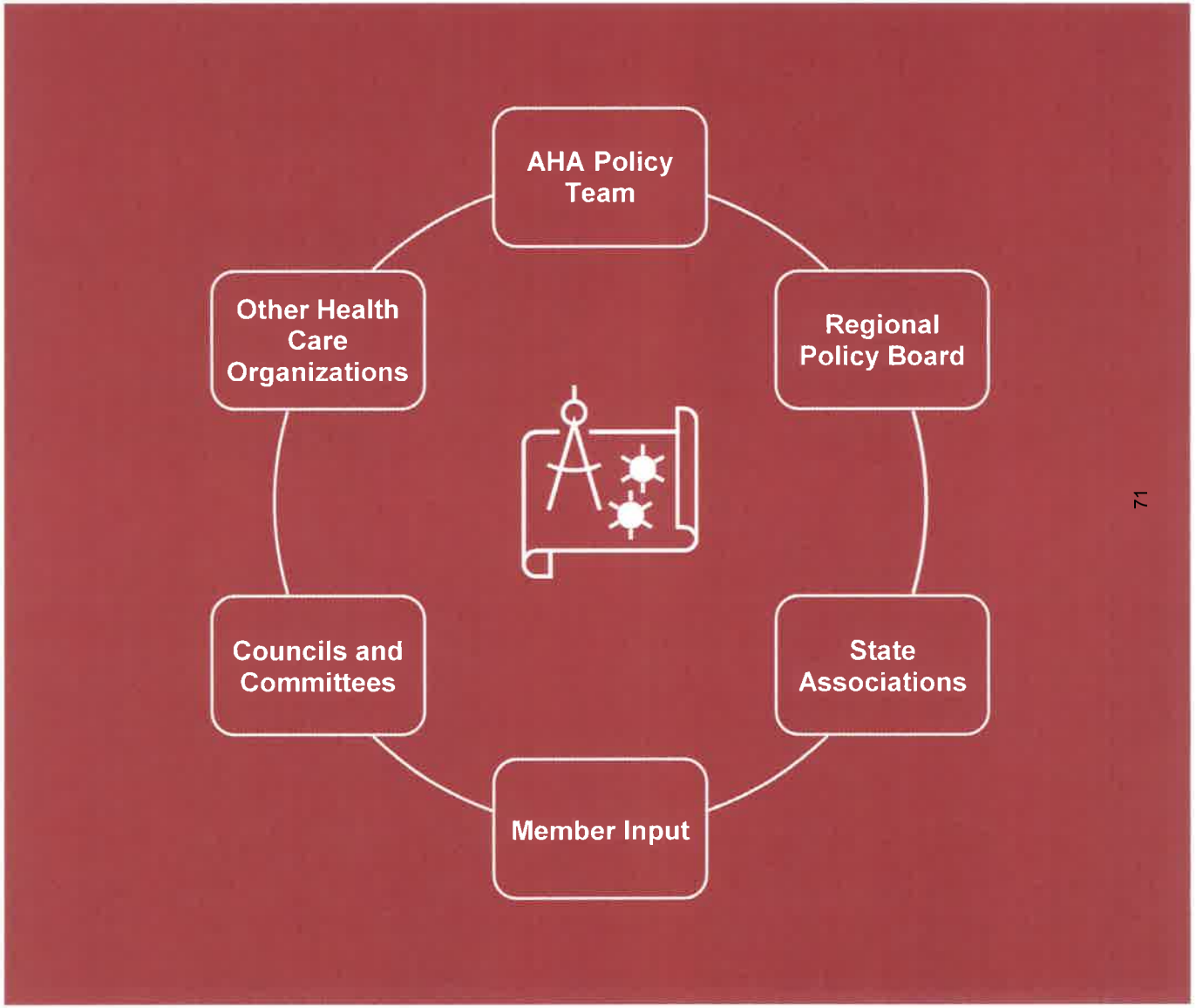
AHA President Rick Pollack

#21 on Modern Healthcare's 100 Most Influential People in Healthcare 2018 – highest rank of any association executive.

6

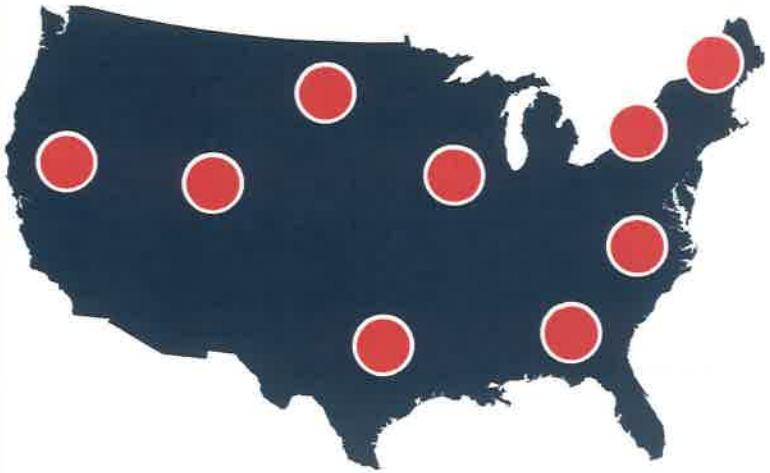
How We Develop Policy Positions

Many groups contribute to AHA policy positions, which are finalized and approved by the Board of Trustees.



7

Regional Policy Boards are an important source of member input.

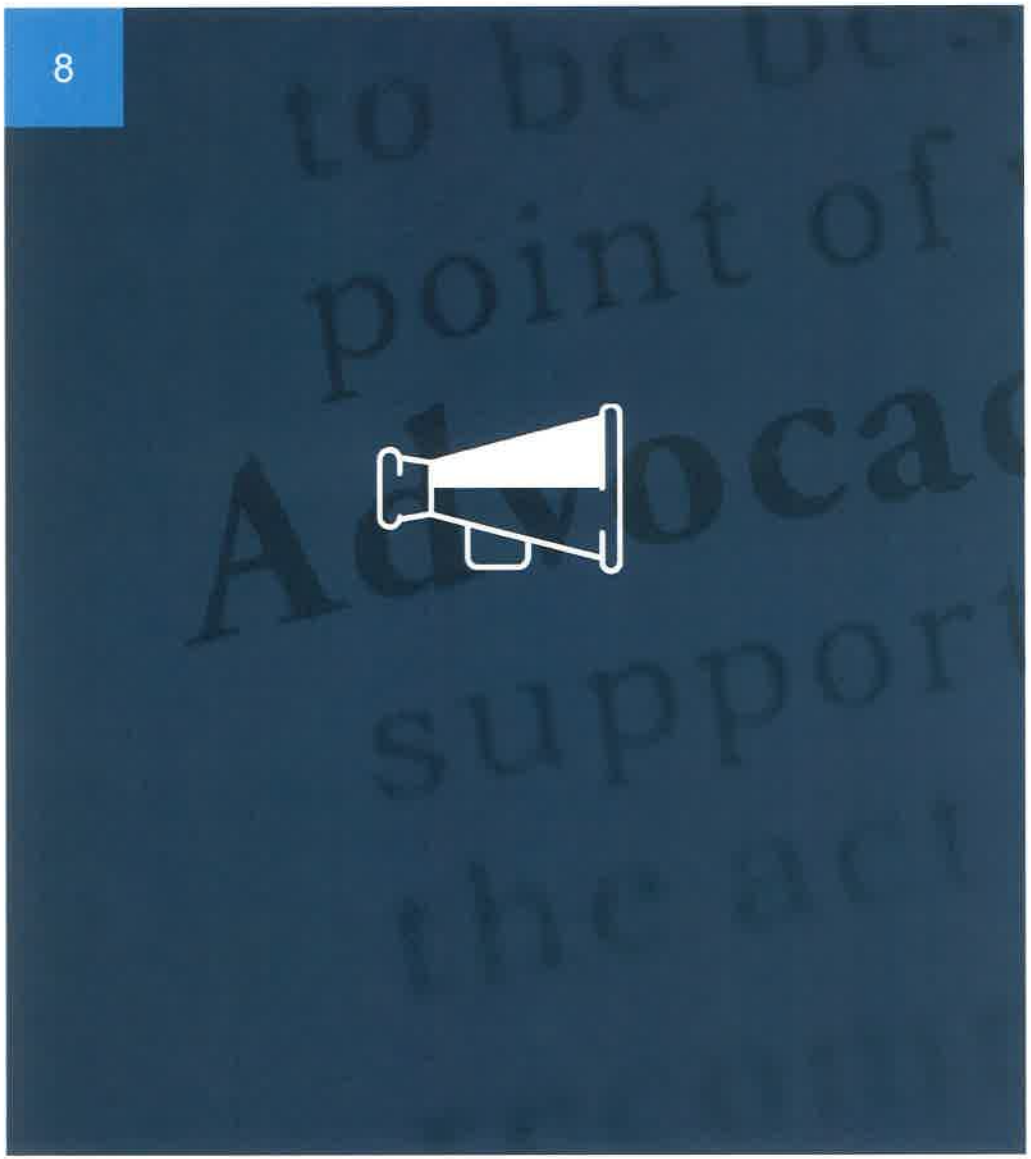


Regional Policy Boards

9 geographically based groups that link the AHA, its membership, and state associations through a regional network.

Councils, committees and strategic leadership groups also inform our work.

8



We are your voice on the Hill.

- We develop a forward-thinking advocacy agenda every year to positively influence the environment for patients, communications and the health care field.
- We partner with you, as well as with state, regional and metropolitan hospitals associations and other national organizations to implement an advocacy strategy that fulfills this vision.

Beyond advocacy - we offer resources and programs for the C-Suite and beyond.

10

What To Expect From Us

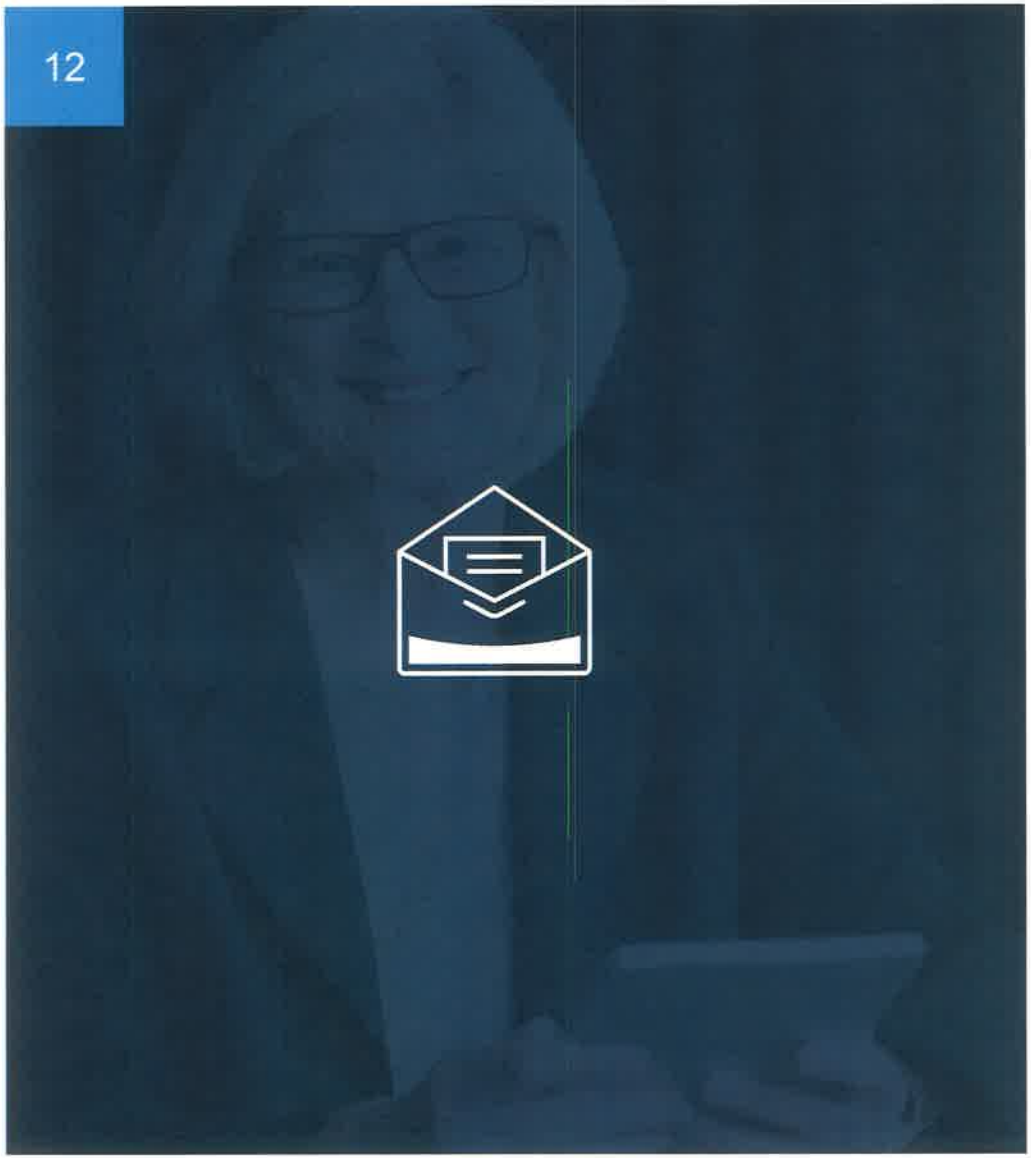
- We **share vital information**
- We **deliver data**
- We **educate**
- We **help you tell the story**
- We **convene leaders**
- We **lead the field**
- We **advocate**

11

We Share Information

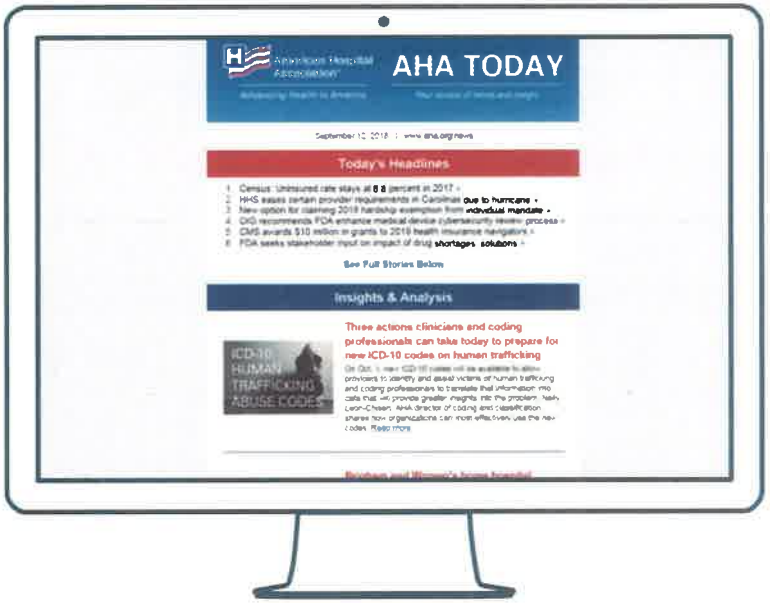
AHA.org is your gateway to information

Be sure to register for access to "**members-only**" resources, including Advocacy Action Alerts, Special Bulletins, and Advisories, as well as reports and case studies showcasing best practices in value-based care.



AHA Today

Breaking news, Hill updates, upcoming events -- all you need to know in a daily update.



13

Weekly Bulletins

Innovations in the Field


INNOVATION MARKET SCAN

The Latest Developments Driving the Transformation of Care

Welcome to the first edition of the American Hospital Association's Center for Health Innovation Market Scan. We'll keep you up to date on developments involving health care disruption, system transformation and how innovation is driving hospital and health system transformation.

THIS WEEK

Cigna invests $250 million to speed growth, innovation

What's new: Continuing its health care venture activity, Cigna has put up $250 million to fund early- and grow-to-stage startups. Overseeing these investments, Cigna Ventures will target nine business areas across three sectors: insights and analytics, digital health and retail and care delivery and management. This comes on the heels of the payer's investments in Omada Health Progyny, Confluence Health, MDLIVE and Cricket Health.

What it signals: Cigna is expanding its investment portfolio to drive innovation in such areas as improving risk assessment, health care network optimization and patient care plan assessment rates. HealthPayer Intelligence. At the same time, the payer aims to create additional return on investment for its health care business. Cigna is not alone in this strategy. UnitedHealth Group the nation's largest insurer, announced in November that its Optum health services business unit was launching Optum Ventures, a $200 million venture fund with a similar focus on investing in startup and early-stage firms to help transform health care.

What it means: Regardless of whether these venture capital plays succeed — and there are always big risks — large payers like Cigna, Aetna and UnitedHealth signal a more active role in driving health care transformation. Cigna made that clearer just days before the Cigna-Humana no-go when it said its shareholders had approved a $67 billion merger with Express Scripts, which the Justice Department cleared Sept. 17. This move will expand the ability of both companies to use member data to create more seamless patient experiences.

WHAT'S NEXT FOR THE BIG 3 DISRUPTORS

Upcoming Events


American Hospital Association

EVENTS & EDUCATION

September 19, 2018 | www.aha.org/calendar

Dec. 3-4 AHA executive forum on addressing disruption through innovation and value

The AHA Dec. 3-4 will host an executive forum in Chicago that explores how hospitals and health systems are innovating to enhance value and address new entrants to the health care field. Experts will share how organizations can improve value and affordability in the health care delivery system; strategies successfully employed by health care innovation centers to transform care delivery and increase value; and challenges and opportunities presented by innovative disruption. View more and register.

Sept. 25 webinar on strategies for hospitals to optimize patient safety related to opioids

AHA's Health Forum and Comprehensive Pharmacy Services Sept. 25 at 1 p.m. ET will host a webinar to examine strategies for hospitals to optimize patient safety related to opioids. The webinar will focus on minimizing adverse events and detecting and preventing diversion. Example situations and the practical application of best practices will be discussed. View more and register.

Sept. 20 webinar on creating a multidisciplinary thoracic oncology clinic

The AHA and the American College of Radiology Sept. 20 at 1 p.m. ET will host a webinar in which leaders from radiology and hospital administration involved in lung cancer screening and treatment at Indiana's Fishers Osmond Hospital will share their perspectives in creating a

78

AHA CENTER FOR HEALTH
INNOVATION

Providing the insights, ideas, expert advice and a robust portfolio of services and resources.

Innovation Capacity

Affordability & Value

Emerging Issues & Insights

Population Health

Performance Improvement

New Payment & Delivery Models

Your priorities are our priorities

- Reduce the regulatory burden.
- Sustain the gains in health coverage
- Preserve and protect Medicare, Medicare Advantage and Medicaid.
- Prevent cuts to 340B.
- Secure funding for key programs, such as CHIP.
- Ensuring equitable reimbursement for care delivery, regardless of setting.
- Address the issue of affordability.

See our 2019 Legislative Agenda.

Thank you!

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American Hospital Association

Advancing Health in America

November 18th 2020 Interim Chief Medical Officer Report to the Board of Directors

COVID-19 Update

We continue to see cases in Inyo County and over the past few weeks we have seen a slight increase. With the notable exception of the Bishop Care Center outbreak, we have thus far avoided a significant local outbreak. While it is important we remain vigilant and prepared I do think that the efforts of the incident command team, office of the Inyo County Health Officer, consistent and frequent messaging, access to testing, and aggressive contact tracing have all contributed admirably in mitigating the local spread of COVID-19. I do think the winter months will be trying and we will continue to see increasing cases. I am cautiously optimistic that our flu season may be tempered by ongoing social distancing, masking, and robust vaccination.

COVID-19 Testing

Access to all modalities of COVID-19 tests has significantly improved as has the turn around time for send out PCR testing via LabCorp. We continue to use the in house Cepheid PCR test and now have a combination "FLUVID" vaccine which tests for

COVID-19, FLU A+B, and RSV via PCR off of a single swab. We are also bringing a serum antigen test online to help with screening for pre-procedure patients who have thus far been screen with a send out LabCorp PCR test prior to their procedure. At this time our future supply lines look good.

Weekly Press Briefings

We suspended weekly press briefings in September given no significant updates. We now are scheduling these calls on an as needed or requested basis. We gave a recent update given the national spike.

Contract Negotiations

I continue to work on various provider's contracts and we have engaged with VMG to help build contract models. This has proved very helpful. At this time I anticipate that any significant changes to contracts will be implemented after Cerner goes live. This is based on feedback from the medical staff who were concerned about adding productivity or quality metrics during an EHR transition and how this might affect their compensation. This delay also will, hopefully, mean that COVID-19 has a less impactful role when new contract models are applied. The general philosophy of these contract models will be that they are standardized and incorporate some degree of productivity and/or quality metrics.

Dr. David Plank

Dr. David Plank, a plastic surgeon and hand surgeon will begin seeing patients this month.

Dr. Lindsey Ricci

Dr. Lindsey Ricci has a started with NIHD pediatrics and has been well received.

Bronco Clinic

I have been working with WIFPLI to enroll the bronco clinic as a licensure exempt clinic (1206b) which would allow us to bill for services including mediCal, family PACT, and commercial insurance. This project continues to move forward and will hopefully be completed in the near future.

Provider Based Clinic Evaluation

Currently the NIA clinics are not licensed through the hospital and therefore the hospital is unable to collect a facility fee for services. WIPFLI gave a initial rough estimate that this could be a loss of revenue amounting to 1-2 million per year. The largest barrier to changing this designation is that the clinics need to be OSHPD level 3 compliant. Colombo construction has been asked to provide the district with a proposal for evaluating the NIA clinics for OSHPD level 3 compliance at which point a ROI will be completed to determine the cost effectiveness of transitioning to provider based hos-

pital licensed clinics. This project is on hold at the moment pending the sale of the pioneer medical associates building and a formal analysis of the potential ROI.

Medical Staff Office Update

Dianne Picken has hired Ms. Bishop to help assist with MSO duties. Ms. Bishop starts this month. There has also been retracting of the MSO with the creation of a director position for which we are currently interviewing. The MSO will also assume the responsibility for provider enrollment as well as additional duties.

Quality

We have begun to work with the tribe on an ACES aware project to help identify and refer patients with significant childhood trauma to appropriate mental health providers. Work continues on a district wide sepsis protocol. We are moving forward with i2i which provides a software solution to help streamline and automate some quality data reporting and collection. This should help us meet quality metrics more easily and simplify the reporting process. i2i will integrate with Cerner and discussion about interfacing the platforms is ongoing.

Pharmacy

We have hired for the 340b technician position. We are discussing the merits of transitioning to the Cerner anesthesia module versus continuing to utilize graphium in the OR.

Cerner Implementation

We have moved into more technical aspects of implementation and have been working with the Cerner and WIPFLI teams as well as ours subject matter expects and super users. We are familiarizing staff with the basic functionality of Cerner and have a busy upcoming schedule over the next few months.

RHC Efficiency Study

This was a successful initiative and many areas for improvement were identified. The staff were appreciative and the process was well received.

Respectfully,

Will Timbers, MD

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150 Pioneer Lane
Bishop, California 93514
(760) 873-5811 Ext. 3415

DATE: November 2020

TO: Board of Directors, Northern Inyo Healthcare District

FROM: Allison Partridge, RN, MSN, Chief Nursing Officer

RE: Department Update

REPORT DETAIL

Old Business

The District as a whole continues to manage daily the challenges that COVID-19 has presented. We continue with weekly incident command meetings. During incident command we review the Districts current state of preparedness and identify any areas or opportunities that require additional review and or problem solving. Our Infection Prevention Team continues to monitor and provide updates on both national and local status and recommendations. There has been exceptional collaboration between our County Public Health Department and the District.

The Rural Health Clinic (RHC) continues their efficiency project work. It has been very exciting to see the collaborative work among all of our RHC team members. There have been innovative workflow changes that are geared to both improve efficiency and the experience of our patients. We look forward to the progression of this project and the enhancements it brings.

New Business

The District successfully completed our first major Cerner Implementation event. This event was the week of November 2nd-November 5th, and focused on Workflow and Integration. The event was well attended by our Subject Mater Experts (SME's) and Super Users (SU). The Cerner team reported that our District teams were highly engaged and the event was very successful. We look forward to our next event which is "Train the Trainer", this will begin the process for training all of our end-users. Additionally, most department SME's and SU's are now participating in weekly calls that involve varying aspects of work needed to support a successful implementation.

Each of the department leaders have created a department specific report with updates and appraisal of the great work taking place that will follow this report.

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DATE: November 2020

TO: Board of Directors, Northern Inyo Healthcare District

FROM: Justin Nott, Med/Surg and ICU Manager

RE: Department Update

REPORT DETAIL

Med/Surg
New Business

We have begun utilizing midlines, which were never used at NIHD before now. Midlines have a lower infection rate and are less invasive and less expensive than central lines. They do not require a chest x-ray, are able to be used for up to 28 days and can be used for broad range of infusion therapy.

We are working toward routinely performing code blue drills. We are planning on using a tiered training system which will begin by focusing on the broader aspects of a code and eventually focus on the more detailed aspects.

We have also recently begun training NIHD RNs to insert ultra sound guided IVs. This has given RNs another tool to ensure that patients are not poked more than necessary to gain IV access. Currently 16 RNs at NIHD have been trained to insert ultrasound guided peripheral IVs.

We review our Press Ganey scores monthly and evaluate which areas to focus on quality improvement. One example is that we have put a considerable amount of work into improving the noise levels on the med/surg unit. We have replaced the casters on the majority of the vitals machines, which were previously very noisy. We also ordered ear plugs and eye masks to help patients sleep and block out the light and noise on the unit. We have had the doors adjusted to prevent doors from slamming, and have changed the timing of our negative pressure room test alarm from 10 PM to during daytime hours. We have also placed a machine at the nurse's station that tracks environmental noise and can be set to a certain decibels level. These efforts have allowed us to bring our noise scores from the lowest score in all of our Press Ganey categories to our most recent score of 96% of patients saying it is always or usually quite on the med/surg unit. This is one example of multiple initiatives that we have undertaken to ensure that patients have the best experience possible when admitted to med/surg.

Compared to Q1 of last year, our current Q1 Press Ganey scores have improved in every category that is tracked via our pillars.

We currently have two RNs that have completed their CMSRN certification.

ICU

New Business

We are currently developing sepsis bundles to ensure the best possible patient outcome for septic patients. The focus of these bundles are rapid identification and treatment of patients presenting with signs and symptoms of sepsis.

Recently, we developed an early mobility program to ensure that the proven principles of early mobility are being implemented with our patients. This program begins with a safety screening to ensure that patients are appropriate candidates to start on our early mobility program. Our program progresses through four different levels with each level building on the previous one. Each level has different goals that must be met to progress to the next level as well as criteria that indicates if the patient should stay at their current level. This ensures that the patient steadily progresses through the different levels but only when they are safe to do so.

We have begun utilizing midlines, which were never used at NIHD before now. Midlines have a lower infection rate and are less invasive and less expensive than PICC lines. They do not require a chest x-ray, are able to be used for up to 28 days and can be used for broad range of infusion therapy.

We have also recently begun training NIHD RNs to insert ultra sound guided IVs. This has given RNs another tool to ensure that patients are not poked more than necessary to gain IV access. Currently 16 RNs at NIHD have been trained to insert ultrasound guided peripheral IVs.

We have begun focusing on alarm fatigue and are meeting regularly to ensure that we are meeting TJC goals to avoid alarm fatigue. We are also working on developing education to assign to staff upon hire to ensure that all med/surg and ICU staff have been trained regarding alarm fatigue. An alarm fatigue category is being added to the UORs in order to track and review any alarm fatigue incidents and complete action plans as needed.

We have also helped to implement and train staff on a new tiered system in the Respiratory Care Unit (RCU). This training helps to ensure that staff know how to handle a surge of COVID patients and what precautions to take based on the census in the RCU.

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DATE: November 2020

TO: Board of Directors, Northern Inyo Healthcare District

FROM: Robin Christensen, *Director of Nursing for Clinical Informatics, Quality, Employee Health and Infection Prevention*

RE: Department Update

REPORT DETAIL

New Business

Employee Health:
Employee Health is holding a walk-in flu vaccination clinic, four days a week from 11:00am to 12:30pm. On-unit vaccinations are offered for the team members that are unable to leave due to patient care. House Supervisors are assisting with vaccinations during off-hours to ensure all team members are able to receive their flu vaccination. This is greatly appreciated by the team!

Infection Prevention:
Jennifer Yednock, RN joined the team in September 2020. She continues to train for her Infection Prevention role with Robin Christensen. Both continue to work closely with Inyo County Public Health and the District on COVID-19 work.

In her role, Jennifer, attends the daily interdisciplinary meeting, four days a week, for question and answer to any infection prevention questions. The team is planning to move to providing coverage at the meeting six days a week when possible. Robin has received great feedback from the staff and medical staff on the insight Jennifer brings to the meeting.

The quarterly reporting for Prevention/Hospital Acquired Infections (HAI's) has been completed for CDPH and Inpatient Quality Reporting (IQR). This was a collaborative effort among the entire team. Additionally, the Infection Prevention annual report was completed and submitted to the Executive Team.

Lastly, International Infection Prevention Week (IIPW) was **October 18-24th, 2020**, the below statement was sent to all NIHD staff:

The year 2020 has been a challenging year for Americans and people across the globe. As COVID-19 continues to wreak chaos on the world, we're reminded of the vital work our healthcare workers and Infection Preventionist's do for patients, staff, and the community on top of the ever-changing guidance from the Centers Disease and Control and the World Health

Organization. The role of the Infection Preventionist is to partner with the healthcare team, local, state, and federal agencies to make sure that everyone is following the rules that keep the patients, staff, and visitors safe from Health-Care Associated Infections (HAI's) and COVID-19. Everyone has a role and responsibility in infection prevention; this includes the patient and family.
What can you do?

- Partner with your infection Preventionist to use proven ways to prevent HAI's
- Clean your hands before and after contact with the patient
- Wear gloves, gowns, and masks at the right times
- Ensure that the patient's rooms and any equipment used are clean
- Stay home if you are sick
- Contact infection prevention if you have any infection-related questions or concerns,

Remember to social distance, wear a face covering, and "be wise and sanitize."

Clinical Informatics:
The Clinical Informatics team is working diligently to collect data, participate in meetings, and fulfill projects for the Cerner implementation. Ali Feinberg, Manager of Quality/Informatics, has lead the District in collecting provider order set information and updating the order sets to ensure a smooth transition to Cerner. This has been a major project that required many hours of hard work.

The team continues to provide Athena training to new providers and team members. They continue to work with all departments and providers within the District to refine evidenced-based workflows and improve efficiency.

Cerner's workflow and integration week occurred November 2nd to November 5th where over 100 meetings were attended. The team has divided and conquered to be able to attend and provide support to as many teams and meetings as possible. The team is looking forward to supporting a smooth integration.

Quality:
The quarterly Inpatient and Outpatient Quality Reporting to CMS has been submitted. Reporting metrics included ED Throughput Time, management of Severe Sepsis and care of Stroke patients.

Teresa Grate has been working diligently to fulfill our HEDIS quality measures for California Health and Wellness. She has been working closely with the Rural Health Clinic team and Jessica Nichols throughout the project.

Michelle Garcia continues to track, trend and review Unusual Occurrences and collates data for report request throughout the District.

Survey Readiness:
Michelle Garcia has been working with Robin Christensen to begin updating critical procedures for survey activities. The team's goal will be to update current survey readiness activities and resources, with a long-term goal of having a survey readiness guide for all team members. Michelle and Robin will work alongside all District leaders to share resources, understand their needs and practice survey readiness.

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DATE: November 2020

TO: Board of Directors, Northern Inyo Healthcare District

FROM: Ann Wagoner RN, BSN, Director of Perioperative Nursing Services

RE: Department Update

REPORT DETAIL

New Business

Kathryn Erickson, RN has achieved her certification in wound care. Kathryn has been working at NIHD for 40 years, the last 5 years as a per diem RN in OP/PACU. In pursuing this certification Kathryn has made trips to Renown to tour the wound care services offered there along with Dr. Catherine Leja. We are fortunate to have Kathryn as part of the NIHD OP/PACU unit. She adds knowledge and expertise which are valued by her co-workers and patients.

Tammy Andersen, BSN, RN, accepted the OP/PACU Manager position. Tammy has been working in the OP/PACU for the last two years. She is from the Eastern Sierra area and has held a wide variety of jobs prior to completing her nursing training in Reno. Tammy brings a new leadership face and energy to the unit.

Donna McDermott was recently hired as a Sterile Processing Tech here at NIHD. She worked for over 10 years at NIHD as part of the Sterile Processing team before moving to the Davis area about 5 years ago. During her time away from NIHD Donna achieved her certification in Sterile Processing. She brings knowledge and skills to our Sterile Processing Department.

Warren Strand, Surgery RN, retired in October. Nicole Eddy, who was the OP/PACU Manager until August 2020, has transitioned into a new role and is training with our team as a Surgery RN. Shauna Murray, RN transferred from the ED to the OP/PACU this month and is orienting to the unit.

Surgery volume along with Infusion and wound care volume remain steady at pre-COVID levels.

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150 Pioneer Lane
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(760) 873-5811 Ext. 3415

DATE: November 2020

TO: Board of Directors, Northern Inyo Healthcare District

FROM: Gina Riesche BSN, RN Manager, Jenny Bates MSN, RN Assistant Manger

RE: Emergency Department Update

REPORT DETAIL

Old Business

The community's health and well-being is our priority and the Emergency Department is always available and open to provide safe and essential emergency care. The ED continues to operate under the District's COVID emergency preparedness plan and we ensure the highest levels of safety are observed. We have carefully planned and taken extra precautions to help ensure that we are doing everything we can to minimize any risk to our patients and staff members.

New Business

1. Two of the Emergency Department RNs have applied and been approved for the clinical ladder. They are the only 2 RNs in the District that have this distinction.

The District's clinical ladder program provides nurses an opportunity for career advancement while remaining in their current clinical setting and providing direct patient care. It recognizes professional development and differentiates various levels of nursing care and expertise.

2. Staffing changes:

- Jenny Bates interviewed and has accepted the position as ED manager and will transition into this role January 14th, 2021, as Gina Riesche is retiring.
- Wendy Derr interviewed and has accepted the position of ED Assistant Manager and will transition into this new role December 7th, 2020.

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(760) 873-5811 Ext. 3415

DATE: September 2020

TO: Board of Directors, Northern Inyo Healthcare District

FROM: Jose Garcia, *Language Access Services Manager*

RE: Department Update

REPORT DETAIL

Old Business and New Business

Northern Inyo Healthcare District recognizes that access to health care services is the right of every patient.

NIHD, through its Language Access Services Department ensures equal and meaningful access to health care services for patients experiencing language or communication barriers, consequently, the District offers bilingual services in qualifying languages, as well as qualified medical interpreting services for spoken languages, and American Sign Language (ASL) 24 hours a day, seven days a week.

Language Access Services Program
The Language Access Services Department, though the Language Access Service Program defines the District's language or communication assistance approved resources, services, levels of service, as well as the assessment and training requirements for workforce providing language services on behalf of the District.

The Program utilizes the services of its workforce qualified as approved bilingual, dual-role and qualified medical interpreters, nationally Certified Healthcare Interpreters, qualified translation services, as well as the interpreting services from CyraCom, and the Health Care Interpreter Network (HCIN).

Workforce
Over the last 10 years, NIHD has seen an increase in the number of job-seeking applicants, who self-identify as Hispanic or Spanish-speakers. Currently, the District's workforce participating in the Language Access Services Program includes 28 Approved Bilingual Employees in clinical and non-clinical areas, seven dual-role interpreters, six Qualified Medical Interpreters, and two nationally Certified Healthcare Interpreters.

Over the Phone Interpreting
Over the phone interpreting services at NIHD began December 15, 1989, when the District contracted the services of "AT&T Interpreter Services" currently known as LanguageLine

Solutions. However, in 2014, the District contracted the services of CyraCom as the primary provider for over the phone interpreting services, retaining LanguageLine Solutions for their language proficiency, and interpreter skills testing, and as backup service for over the phone interpreting when needed. Today, with CyraCom, we have access to voice or video remote interpreting services in more than 240 different spoken and signed languages 24 hours a day, seven days a week.

Interpreting Services
During the 2019/2020 fiscal year, the District provided health care services to non-English speaking patients totaling 35,840 minutes of over the phone and video remote interpreting services (combining the services provided by both: CyraCom and HCIN) in the following languages: American Signed Language, Cantonese, French, German, Gujarati, Italian, Japanese, Korean, Kunama, Mandarin, Punjabi, Russian, Spanish, and Tamil.

Video Remote Interpreting
Video remote interpreting in health care settings emerged about 15 years ago. In 2009, Jose Garcia contacted the Health Care Interpreter Network (HCIN) and asked them to facilitate NIHD joining the Network. HCIN donated two video remote interpreting units to NIHD, and the District additionally received six months of free interpreting services, and a generous discount in their membership fees. Video remote interpreting allowed the District access to American Sign Language interpreters 24 hours a day seven day a week, a type of service the District had difficulty providing due to the lack of ASL interpreters in our area.

In 2014, the District had to retire the two original video units, and bought eight new ones, bringing the service to more patient-care areas. In 2019, we replace two of these units with Cisco video units and added two more. During the last months of 2019, NIHD received a grant from Anthem Blue Cross with the purpose of buying 25 iPads for video remote interpreting. We bought the iPads at the beginning of 2020, but with the emergent need to provide telehealth services, we were not able to deploy them for video remote interpreting until September. As of today, we have deployed 14 new iPads to the growing list of video remote interpreting units, providing coverage in all patient-care areas throughout the District, including all NIA clinics. The District started with two video remote interpreting units in 2009; today we have 24 units in service.

Call Center
The District approved the creation of the Language Access Services Call Center in 2017. The Call Center functions by sharing our interpreter services within the HCIN network, allowing the District to charge for the time our interpreters are providing interpreting services for other members. During the 2019/2020 fiscal year, the Call Center received 8,419 video-calls, providing 116,195 minutes of interpreting services.

Interpreter Intelligence Scheduling System
Patients and providers prefer in-person interpreting services. The District implementation of Interpreter Intelligence Scheduling System facilitates providing more in-person interpreting services throughout the District. During the month of September, NIHD-approved interpreters assisted with 32 requests for in-person interpreting in Spanish.

Translations
Language Access Services includes providing translation of Vital Documents, significant communications and significant publications. During the month of September, 15 different documents were translated into Spanish.

Conclusion

The Language Access Program states and executes the District's commitment to providing meaningful access to limited English proficient individuals.

Northern Inyo Healthcare District

150 Pioneer Lane
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DATE: November 2020

TO: Board of Directors, Northern Inyo Healthcare District

FROM: Jannalyn Lawrence, RN BSN, *Director of Outpatient Clinics*

RE: Department Update

REPORT DETAIL

Old Business

The RHC continues daily operation of the drive-thru clinic. We are working hard to strategize ways to keep these staff members warm through the winter. The drive-thru team has worked tirelessly to care for our community in unprecedented circumstances.

We continue to make progress with efficiency work in the RHC. The entire team has embraced this opportunity to improve workflows and improve the patient experience, and we are looking forward to the upcoming space enhancements in the back office!

New Business

With the arrival of our new pediatrician, Dr. Lindsey Ricci, the Pediatric Clinic has expanded clinic hours to allow for improved patient access. Dr. Ricci is integrating nicely with the team and is excited to be here. Our pediatric medical assistants have administered nearly 700 flu vaccines so far this season!

Dr. Kelly O'Neal is providing coverage for general surgery and has taken on NIHD's breast care program.

COVID-19 has presented an important opportunity to increase NIHD's telehealth offerings. Prior to COVID-19, we offered specialty care via telehealth in partnership with Adventist Health. When we entered limited operations in the spring, the outpatient clinics quickly embraced the opportunity to continue delivering excellent patient care using telehealth, when in-person visits were not an option. We transitioned many patient visits to telehealth, which involved training all outpatient clinic providers and staff on new workflows (which also included teaching our patients how to log into a Zoom visit with their provider!). In 2019, we provided 803 telehealth visits; so far, in 2020, we have provided 4625 visits via telehealth! We have seen an incredibly enthusiastic response to telehealth from our providers, staff, and patients.

Our Specialty Clinic is looking forward to moving across the hall in PMA building to Suite F, where they will have an additional exam room with adjoining restroom (essential for care of our urology patients). Dr. David Plank, plastic surgeon, will be joining us later in November. He will work closely with Dr. O'Neal's in the care of our breast cancer patients in providing reconstructive surgery.

The Orthopedic Clinic is enjoying the renovation that converted the unused x-ray room into a spacious casting room and office for the Ortho Techs. This allowed them to convert two spaces into exam rooms, which will improve patient access to care.

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DATE: November 2020

TO: Board of Directors, Northern Inyo Healthcare District

FROM: Julie Tillemans, Perinatal Nurse Manager

RE: Department Update

REPORT DETAIL

New Business

The Perinatal Unit recognizes that it is vital to our community that we ensure our Healthcare Team practices high quality, competent health care with the focus of patient safety. Our Perinatal Team works collaboratively alongside other departments as we prepare for the uncertain and the unknown. Our department has received recognition by the BETA Team for achieving Excellence in OB, which demonstrates our Departments attention to Perinatal Safety.

Our Perinatal Unit places incidences of high morbidity and mortality as our focus, in which we have dedicated time to improving our skills with the goal of providing care with competence at the highest level. The Perinatal Unit strives to improve clinical skills through early recognition and high quality care to promote the safety of our patients.

Over the past few months, our Team has successfully run scheduled drills and simulations, including neonatal resuscitation drills which has been a pro-active way to assure the delivery of high quality, effective, and safe patient care. Our Team has gained invaluable experience with practicing incidences high in perinatal morbidity and mortality. Our overall preparedness provides a foundation upon which we are able to strive to achieve a positive outcome for the mother and baby.

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DATE: November 2020

TO: Board of Directors, Northern Inyo Healthcare District

FROM: Sierra Bourne, MD

RE: Eastern Sierra Emergency Physicians (ESEP) Quarterly Report

Recruitment

We are happy to be fully-staffed at this time. Also, even though we are not actively recruiting, we've had several well-qualified candidates express interest in working and living here. So, if we have need for another physician, we feel confident that we could fill the position quickly.

Hospitalist Program

Dr. Engblade has returned and is the Hospitalist Director. She has jumped right back in, has many new projects, and is providing leadership for the COVID incident command alongside Drs. Brown and Timbers. We no longer utilize locums and have a solid group covering all shifts.

Ultrasound/TEE program

Dr. Fair has ramped up TEE's. He performed 3 in the last month and is able to do more if/when indicated.

Otherwise, our Emergency Physician and Hospitalist programs are running smoothly. Thank you.

FY2021

	BUDGET			ACTUAL			Actual vs. Budget $			Actual vs. Budget %		
	7/31/2020	8/31/2020	9/30/2020	7/31/2020	8/31/2020	9/30/2020	7/31/2020	8/31/2020	9/30/2020	7/31/2020	8/31/2020	9/30/2020
Total Net Patient Revenue	6,524,505	6,343,401	5,893,569	8,881,591	8,369,217	8,239,709	2,357,086	2,025,816	2,346,140	36.13%	31.94%	39.81%
Cost of Services												
Salaries & Wages	2,199,005	2,137,966	1,986,356	2,244,335	2,263,143	2,142,762	45,329	125,177	156,405	2.06%	5.85%	7.87%
Benefits	1,388,232	1,349,698	1,253,987	1,285,813	1,444,212	1,418,815	(102,419)	94,514	164,828	-7.38%	7.00%	13.14%
Professional Fees	1,525,429	1,483,087	1,377,917	1,729,883	1,641,804	1,519,996	204,454	158,717	142,079	13.40%	10.70%	10.31%
Pharmacy	185,009	179,873	167,118	176,452	304,490	373,754	(8,557)	124,617	206,636	-4.63%	69.28%	123.65%
Medical Supplies	338,739	329,337	305,982	373,322	237,452	307,119	34,583	(91,885)	1,137	10.21%	-27.90%	0.37%
Hospice Operations	42,364	41,188	38,267	-	-	-	(42,364)	(41,188)	(38,267)	-100.00%	-100.00%	-100.00%
Athena EHR System	116,136	112,913	104,906	85,401	86,356	129,219	(30,735)	(26,557)	24,313	-26.46%	-23.52%	23.18%
Other Direct Costs	185,948	180,787	167,967	592,164	492,312	420,847	406,216	311,525	252,880	218.46%	172.32%	150.55%
Bad Debt	-	-	-	193,962	128,607	161,285	193,962	128,607	161,285	100.00%	100.00%	100.00%
Total Direct Costs	5,980,863	5,814,849	5,402,499	6,681,333	6,598,376	6,473,796	700,469	783,528	1,071,297	11.71%	13.47%	19.83%
Gross Margin	543,642	528,552	491,071	2,200,258	1,770,841	1,765,913	1,656,616	1,242,289	1,274,843			
Gross Margin %	8.33%	8.33%	8.33%	24.77%	21.16%	21.43%				32.42%	42.19%	49.81%
General and Administrative Overhead												
Salaries & Wages	455,597	442,950	411,539	341,944	326,215	323,043	(113,652)	(116,735)	(88,496)	-24.95%	-26.35%	-21.50%
Benefits	352,222	342,445	318,161	280,576	230,351	242,620	(71,646)	(112,094)	(75,541)	-20.34%	-32.73%	-23.74%
Professional Fees	239,978	233,317	216,772	182,344	187,479	170,202	(57,635)	(45,838)	(46,570)	-24.02%	-19.65%	-21.48%
Depreciation and Amortization	376,042	365,604	339,678	348,949	350,898	350,981	(27,093)	(14,706)	11,303	-7.20%	-4.02%	3.33%
Other Administrative Costs	64,494	62,704	58,257	196,201	195,246	152,383	131,707	132,542	94,126	204.22%	211.38%	161.57%
Total General and Administrative Overhead	1,488,332	1,447,020	1,344,407	1,350,014	1,290,188	1,239,230	(138,319)	(156,832)	(105,177)	-9.29%	-10.84%	-7.82%
Net Margin	(944,690)	(918,468)	(853,336)	850,244	480,653	526,683	1,794,935	1,399,121	1,380,020	190.00%	152.33%	161.72%
Net Margin %	-14.48%	-14.48%	-14.48%	9.57%	5.74%	6.39%	24.05%	20.22%	20.87%	166.12%	139.66%	144.15%
Financing Expense	221,980	215,818	200,514	121,150	119,676	114,676	(100,830)	(96,142)	(85,838)	-45.42%	-44.55%	-42.81%
Financing Income	190,483	185,195	172,063	56,337	56,337	56,337	(134,146)	(128,858)	(115,726)	-70.42%	-69.58%	-67.26%
Investment Income	41,246	40,101	37,258	49,812	29,010	34,393	8,566	(11,091)	(2,865)	20.77%	-27.66%	-7.69%
Miscellaneous Income	26,248	25,519	23,709	91,226	52,266	51,822	64,978	26,747	28,113	247.56%	104.81%	118.57%
Net Surplus	(908,694)	(883,470)	(820,821)	926,469	498,589	554,560	1,835,163	1,382,060	1,375,381	201.96%	156.44%	167.56%

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101

Northern Inyo Healthcare District
Balance Sheet
As of September 30, 2020

	Month Ending 09/30/2020 Actual
Assets	
Current Assets	
Cash and Liquid Capital	4,125,117
Short Term Investments	45,264,002
PMA Partnership	667,978
Accounts Receivable, Net of Allowance	21,868,620
Other Receivables	1,021,161
Inventory	2,191,681
Prepaid Expenses	1,804,311
Total Current Assets	76,942,869
Assets Limited as to Use	
Internally Designated for Capital Acquisitions	1,193,799
Short Term - Restricted	3,146,500
Limited Use Assets	
LAIF - DC Pension Board Restricted	1,369,849
DB Pension	18,895,468
PEPRA	5,338
Total Limited Use Assets	20,270,655
Revenue Bonds Held by a Trustee	3,493,414
Total Assets Limited as to Use	28,104,368
Long Term Assets	
Long Term Investment	1,773,218
Fixed Assets, Net of Depreciation	75,676,789
Total Long Term Assets	77,450,007
Total Assets	182,497,244
Liabilities	
Current Liabilities	
Current Maturities of Long-Term Debt	1,696,563
Accounts Payable	4,994,144
Accrued Payroll and Related	7,876,883
Accrued Interest and Sales Tax	453,766
Notes Payable	8,927,628
Unearned Revenue	14,683,879
Due to 3rd Party Payors	2,341,874
Due to Specific Purpose Funds	(25,098)
Other Deferred Credits - Pension	3,045,446
Total Current Liabilities	43,995,085
Long Term Liabilities	
Long Term Debt	39,546,947
Bond Premium	426,589
Accreted Interest	14,846,849
Other Non-Current Liability - Pension	39,817,345
Total Long Term Liabilities	94,637,730
Suspense Liabilities	(51,839)
Uncategorized Liabilities	171,326
Total Liabilities	138,752,302
Fund Balance	
Fund Balance	41,521,854
Temporarily Restricted	1,668,528
Net Income	554,560
Total Fund Balance	43,744,942
Liabilities + Fund Balance	182,497,244

NORTHERN INYO HEALTHCARE DISTRICT
REPORT TO THE BOARD OF DIRECTORS
FOR INFORMATION

Date: November 9, 2020
Title: **CERNER PROJECT UPDATE**

Narrative:
We are approximately fifty percent complete with the data collection portion of the project. During this phase, we have collected data and provided it to Cerner to populate certain tables. For example, we have provided our pharmacy formulary, our charge master file, and our item master list. In addition, we have provided descriptors like room numbers, appointment types, and exam names. There are certain sets of data that will require review and cleanup prior to sending a final version to Cerner. This cleanup process can be a time intensive endeavor that requires our expertise. One example of a cleanup activity is related to our order sets. Providers, nurses, pharmacy, radiology, surgery and emergency department staff to name a few, will review our current order sets to validate they are ready to be loaded into Cerner or make modifications so they can be loaded into Cerner.

As mentioned in last month's report, NIHD and Cerner continue to monitor the latest developments of the COVID-19 pandemic. With the appearance of a second wave of the virus upon us, we have adjusted some Cerner events that are normally conducted onsite and moved them to virtual events. Our project kick-off event on August 26 and 27, the Learning and Adoption Workshop on September 29, and most recently the Workflow and Integration event on November 2 through November 5 were successfully conducted virtually using Microsoft Teams as our communication tool. We have scheduled the Train the Trainer event on December 15 through December 17 to be conducted virtually. We will continue to monitor the pandemic and make adjustments accordingly for future events in 2021.

Top Five Accomplishments for this Reporting Period

1. **Project Communication:** The communication team continues to provide high quality products on a regularly scheduled frequency. In the past month the team has created two bi-weekly newsletters. You'll find the most recent copy of the newsletter at the end of this report. The team created a Trick or Treat event using the project theme and distributed information about the project to the attendees. In addition, they created the monthly November provider podcast attached here.

   Provider Podcast November 2020.mp3

2. **Network and Wireless Network Assessment:** With the successful completion of the network overhaul, the onsite wireless assessment was completed the week of November 2. We anticipate receiving Cerner's assessment report the week of November 9. This will tell us if we need to make any adjustments to our wired and wireless network.

3. **Order Sets:** We have begun the work of collecting order sets for NIHD review and Cerner build. We will build a small quantity of order sets prior to the Train the Trainer event. This will provide us with the ability to train on how to use order sets in Cerner. The goal is to have all order sets built prior to integration testing.

4. **Workflow and Integration Event:** We completed the Workflow and Integration event the week of November 2. During this event, Cerner sought to understand our current workflows. They provided industry best practice advice on which workflows will need to change and what each change looks like. Cerner is a very integrated system. What data is entered and how it is entered upstream impacts the staff that need to use it downstream. During this event, we made numerous design decisions that affect multiple departments. Representatives from all impacted departments were present and their voice was registered prior to making a final decision. This was a very collaborative effort.

5. **Changes in Scope of Work:**
    - We executed an agreement/sales order with Cerner for the purchase of the ECG module. Cerner estimates their resources will be assigned and staffed in November. We expect this module to go-live on May 17, 2021 with the rest of the EHR.

    - We executed an agreement/sales order with Cerner for the purchase of the i2i reporting product. This product expands upon the reporting capabilities of Cerner. Business owners have been identified and we will begin planning the implementation in November.

Issues or Concerns the Board of Directors Should Be Aware Of

1. None

Upcoming Events or Milestones

1. Train the Trainer
2. Data collection cleanup and submission
3. Weekly application calls with our Cerner consultants
4. Integration Testing round 1, 1.5, and 2.

Prepared by: _Daryl Duenkel, Project Manager, Wipfli__
Name and Title

Reviewed by: _____
Name
Title of Chief who reviewed

Approved by: _____
Name
Title of Chief who approved

FOR EXECUTIVE TEAM USE ONLY:

Date of Executive Team Acceptance: _____ Submitted by: _____
Chief Officer

An Internal NIHD Communication

October 26, 2020

NEWSLETTER

Produced bi-weekly during The NIHD Cerner Implementation

"Optimism is the faith that leads to achievement. Nothing can be done without hope and confidence.."

– American Author Helen Keller

Workflow changes signal start of project ramp-up period

Wipfli's Project Manager offers project update and a look at where Northern Inyo Healthcare District is headed in the coming months of implementation

By: Daryl Duenkel, *Wipfli*

Wow! We are already three months into this momentous project. Time sure does fly when we work on things, we know will have such a significant impact on our patient's experience. Beginning in November our pace and the amount of our project activity is going to really ramp up. The next few months will pass like a blink of the eye. Are you ready for the ride! Soon we'll be talking about end user training and go-live. But before that happens, we need to work through workflow changes, design decisions and thorough system testing.

Continued on page 3

Special SME/SU Request

If you are a SME or a SU, please review your project time commitment with your department manager especially for the major Cerner events like Workflow and Integration, Train the Trainer, Integration Testing, etc. so that they are aware of your time commitment and can schedule staff backfill if needed!


WED. OCTOBER 28TH
11:00AM - 1:30 PM
TRICK-OR-TREAT
WITH CERNER
THE CAFETERIA FROM 11:00 - 1:30PM | OCT. 28
COLLECT GOODIES | ENJOY REFRESHMENTS
ENTER RAFFLE TO WIN PRIZES AND CERNER SWAG!
395

Project Timeline

Join NIHD on this Journey – There's room for everyone!

Status update

Continued from page 1

Top 5 Accomplishments from the Past Month

1. Project Communication: The Communication Team distributed the second edition of the bi-weekly newsletter. The newsletter has a table that includes when the SMEs and SUs will be participating in Cerner Events. The team created a provider meeting report and podcast. In addition, they have created a Trick or Treat with Cerner fun event.

2. Learning and Adoption Workshop (LAW) Event – Sept. 29: During the morning session, Cerner led the Steering Committee and Subject Matter Experts through change management principles that built on the Change Readiness Assessment completed by Wipfli in August. During the afternoon session the super users learned about a tool that includes videos and a student sign-up/ tracking system. Watching the videos is a prerequisite for our staff to attend classroom training. Staff/students will be able to watch the videos as early as February. The Super Uers also learned about Cerner's process to prepare them to provide end-user training.

3. Levers of Change Workshop – Oct. 2: The most effective change management efforts don't just rely on communication and training to prepare individuals for change. During the Levers of Change meeting we worked together to build a holistic plan that identified targeted areas and activities to support and engage individuals through the change process. We created a customized plan for the project based on inputs collected from the readiness assessment and stakeholder identification and analysis completed earlier in the process.

4. Early Data Collection and Weekly Solution Calls: All the data collection and weekly calls have been scheduled and most have already begun. Cerner reports that the submission of the data is on track and in some cases, ahead of schedule. On multiple occasions, Cerner has commented on their appreciation for the fast submissions and the willing spirit displayed by the department teams.

5. Changes in Scope of Work:

We have purchased Cerner's ECG module. We plan to have this system live at the same time as the other digital imaging modules on May 16, 2021.

We are currently evaluating a product to meet the Jan. 1, 2021 Price Transparency requirement. This product would need to interface with AthenaHealth Jan. 1 – May 16 and then Cerner beginning on May 16.

Upcoming Events or Activities

1. Workflow & Integration: The W&I sessions will be held on Nov. 2 – 5. During this event Cerner will seek to understand our current workflows. They will educate us on which workflows will need to change and what the change looks like. We will adopt industry best practices and incorporate standardization. In addition, Cerner is a very integrated system. What data is entered and how it is entered upstream impacts the staff that need to use it downstream. There are many system design decisions we will need to make that affect multiple departments. During this event we will schedule 20 – 30 meetings to discuss these design decisions with all the impacted parties. This is a significant time commitment for our Subject Matter Experts and Super Ssers. They have the awesome responsibility to be the voice of our organization to influence the design of the new system.

2. Train the Trainer: Cerner provides incremental training on each weekly call for each department. The Train the Trainer (TTT) event is scheduled for Dec 15 – 17. This will be the first opportunity for our Super Users to log into Cerner and receive in-depth, hands-on training. The Super Users will continue to receive incremental training on the weekly calls following TTT and will have opportunities to provide teach back sessions to the Cerner consultants. This comprehensive approach ensures our Super Users are ready to provide training to our end-users.

3. IT Prep Workshop: Subject Matter experts have their calendars blocked on Tuesday, Dec 8 from 11 a.m. – 3

Continued on page 4

Quote of the Week

With Cerner's Lindsay St. Germain

The Cerner CommunityWorks℠ cloud-based deployment model will help Northern Inyo improve health services, access to high-quality health care across the patient population and care to the community.

Lindsay St. Germain
MPA, CRCR

This deployment model tailors Cerner Millennium to support the unique needs of community health care organizations by providing an integrated digital record of a patient's health history that

> "(This) platform will allow the hospital to feel condfident that they will enhance patient care and outcomes."

includes clinical and financial data across the continuum of care.

We look forward to working with Northern Inyo to provide an EHR platform that will allow the hospital to feel confident that they will enhance patient care and outcomes.

Lindsay St. Germain is the Director and Consulting Services Executive for The Cerner Communityworks℠ model

Status update

Continued from page 1

p.m. to participate in this workshop. During the workshop Cerner will walk us through the process for developing our integrated test scripts. Integrated test scripts are essentially a day in the life of our patients. We will test our real-world patient scenario examples to ensure the system is configured to meet our needs.

4. IT Prep Follow Up: Subject Matter Experts have their calendars blocked on Monday, Dec. 14 from Noon – 2 p.m. to participate in this meeting which is a follow up to the Dec, 8 workshop. During this week we will check our progress in developing test scripts.

We want to recognize and thank the entire District for your support of this strategic initiative. Many staff are intricately involved in the project as a SME or SU. Other staff will take on extra shifts to backfill for our SMEs and SUs so they can perform their project tasks. We cannot be successful without all of your support. Thank You!

SME & SU Schedule

		SMEs	SUs
Workflow & Integration	Nov. 2-5	Yes	Yes
IT Prep Workshop	Dec. 8	Yes PM	
Train The Trainer	Dec. 15-17		Yes
IT 1 Clinical	Feb. 2-4	Yes	Yes
IT 1 Financial	Feb. 9-11	Yes (B)	Yes (B)
IT 1.5 Clinical	March 2-4	Yes	Yes
IT 1.5 Financial	March 9-11	Yes (B)	Yes (B)
IT 2 Clinical	April 6-8	Yes	Yes
IT 2 Financial	April 13-15	Yes (B)	Yes (B)
Training Dates	April 15-May 14 *	Yes	
Go-Live Daily Meetings	May 17-28	Yes	Yes
Go-Live End User Support	May 17-28		Yes

*SME - Subject Matter Experts SU - Super User (B) - Billing * - Specifics to come*

The Sierra Cerner Project

Sierra Cerner Newsletter

Published every two weeks during the implementation of the Cerner EMR system

Communications Team

Daryl Duenkel, Wipfli
Barbara Laughon
Linda Ramos
Sarah Yerkes

NORTHERN INYO HEALTHCARE DISTRICT
SUBMISSION TO THE BOARD OF DIRECTORS
FOR APPROVAL

Date: November 9, 2020

Title: **COMPLIANCE DEPARTMENT QUARTERLY REPORT**

Presenter(s): Patty Dickson
Compliance Officer

Synopsis: The Compliance Department Quarterly Report updates the Board on the work of the Compliance Department. It provides information on audits, breaches, contract work, and projects. All information in the report is summarized, however, any additional details will be provided to the Board of Directors upon request.

It is recommended that the Board of Directors accept this quarterly Compliance Report.

Prepared by: Patty Dickson
Compliance Officer

Reviewed by: KELLI DAVIS Kelli Davis
Name KELLI DAVIS
Title

Approved by: Kelli Davis
Name KELLI DAVIS
Title INTERIM CEO

FOR EXECUTIVE TEAM USE ONLY:

Date of Executive Team Approval: 11-10-2020 Submitted by: Kelli Davis
Chief Officer

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One Team. One Goal. Your Health.

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Compliance Report
November 2020

1. **Comprehensive Compliance Program review** – no update since previous quarterly report
2. **Breaches**
    a. The Compliance Department has investigated 25 alleged breaches since June 1, 2020.
        i. Investigations closed with no reporting required – 20
        ii. Investigations still active – 1
        iii. Reported to CDPH/OCR – 4
            1. No determinations received from CDPH
3. **Issues and Inquiries**
    a. Compliance has researched approximately 30 areas of regulatory concern since the last report
    b.
4. **Audits** (attachment A)
    a. Employee Access Audits - The Compliance Department Analyst manually completes audits for access of patient information systems to ensure employees' access records only on a work-related, "need to know," and "minimum necessary" basis.
        i. Approximately 3000 audits were conducted for quarter 3 of calendar year 2020.
        ii. The HIPAA and HITECH Acts imply that organizations must perform due diligence by actively auditing and monitoring for appropriate use of PHI. These audits are also required by the Joint Commission and are a component of the "Meaningful Use" requirements.
        iii. Access audits monitor who is accessing records by audit trails created in the systems. These audits allow us to detect unusual or unauthorized access of patient medical records.
        iv. Audits are also conducted when requested or "for cause"
        v. Compliance performs between 500-1000 audits monthly.
            1. Each audit ranges from hundreds of lines of data to thousands of lines of data.

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2. A "flag" is created when any access appears unusual.
3. Flags are reviewed and resolved by comparison audits, workflow review, discussions with workforce, and discussions with leadership.

b. Business Associates Agreements (BAA) audit
   i. We currently have approximately 179 Business Associates Agreements.
   ii. 4 BAAs are currently in negotiations
c. Vendor Contract reviews
   i. Approximately 70 contracts reviewed in conjunction with legal counsel since July 1, 2020
   ii. Reviewing all Athena and Partners contracts for notification of cancellation or renegotiation timelines – roughly 19 contracts in review
d. PACS (Picture Archival and Communication System) User Access Agreements - No new requests since previous quarterly report
e. HIMS scanning audit – Scheduled for Q4 CY 2020
f. Language Access Services Audit – no update since previous quarterly report
g. HIPAA Security Risk Assessment – (Attachment B)
   i. Completed October 2020 (requires collaboration between Compliance Officer and Security Officer)
   ii. Annual requirement to assess security and privacy risk areas as defined in 45 CFR 164.3. Review of 157 privacy and security elements performed in conjunction with Information Technology Services.
   iii. NIHD is now using VendorMate (GHX) vendor credentialing software. This allows us to be compliant with our Vendor Credentialing Policy, and several facility security elements of 45 CFR 164.
      1. We have 71 Vendor Companies registered.
      2. We have 131 Representatives registered.
h. 340B audit – Annual external audit is scheduled for January 2021
i. Claims Audit – External audit is scheduled.

5. **CPRA (California Public Records Act) Requests**
   a. The Compliance office either has responded or is responding to 45 CPRA requests thus far in 2020.
6. **Compliance Workplan** - – no update since previous quarterly report
7. **CDPH Licensing Survey Response Monitoring** – complete
8. **The Joint Commission Survey Response –** no update since previous quarterly report

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9. Compliance and Business Ethics Committee

a. Has not met in 2020
b. Need to reassess team members and meeting dates

10. California Division of Occupational Safety and Health (CAL DOSH) Complaint

a. No further communication from CAL DOSH at this time (11/9/2020).

11. Optimization, update, and audit of Policy Management software

a. Anticipated go-live Q1 FY 2021
b. Proper policies and policy management is a large component of an effective Compliance Program.
c. A small team comprised of nursing, operations, compliance, and ITS representatives have been completing work on the policy management software optimization.
d. Clean up work is on-going. Development of optimal processes to assign policies will assure that policies are only assigned to readers that must review the policies.
e. Will reduce employer costs by allowing for better use of employee time by reducing policy assignments to those necessary and required.

12. Optimization, update, and audit of Contract Management software

a. Update to most current version of software completed
b. Training for licensed users completed
c. Key contract metrics are currently being added
d. Reducing visible contracts from almost 1800 to the ~200 currently active contracts
e. All historic contracts in the system will still be available for review.

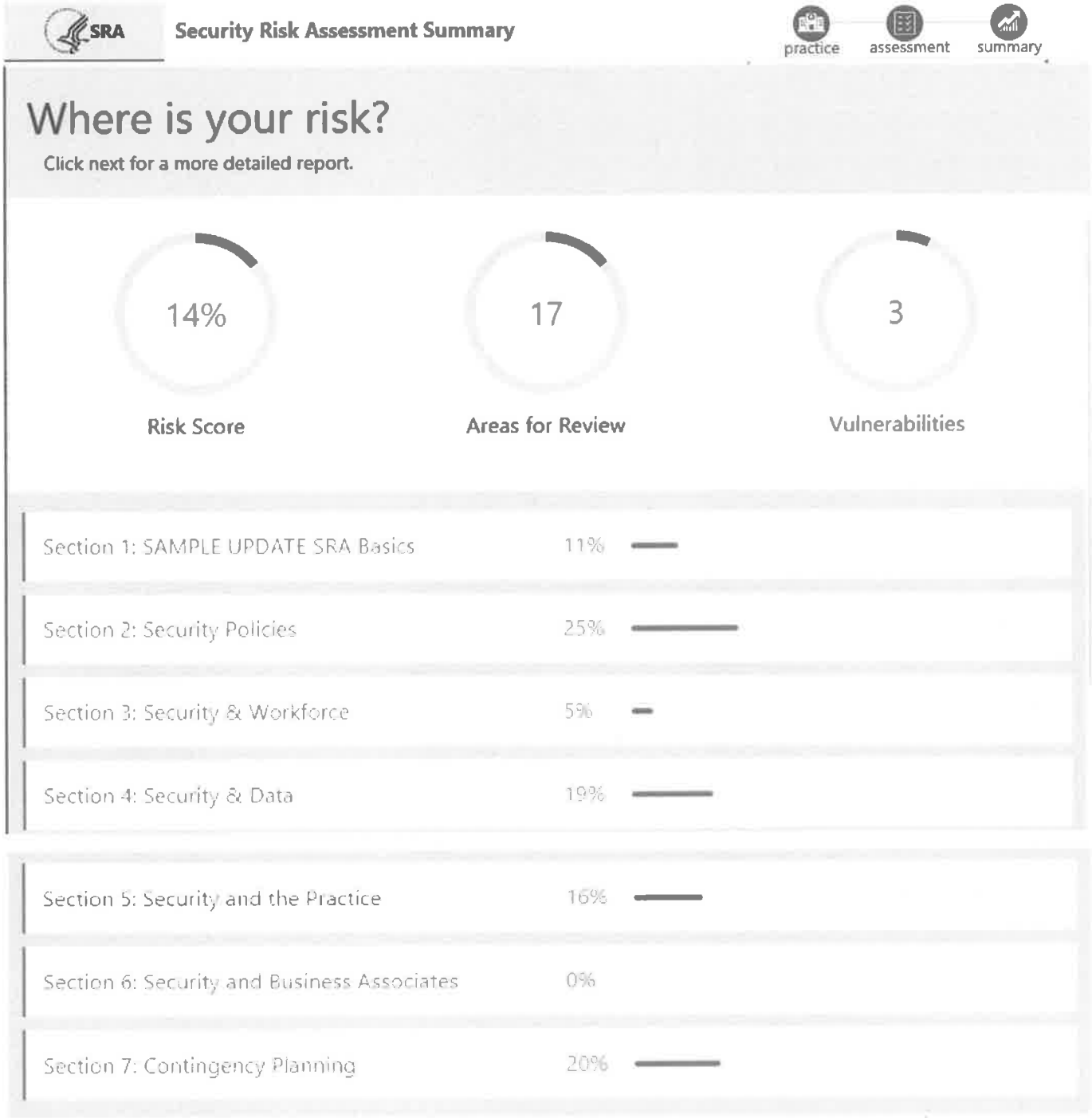
Employee Access Audits

	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20
TOTAL ED SAME LAST NAME ENCOUNTERS	59	97	108	115	77	104
AUDITED ED SAME LAST NAMES ENCOUNTERS	59	97	108	115	77	104
% AUDITED	100.0%					
TOTAL ED HIGH PROFILE PT ENCOUNTERS	0	1	0	2	0	2
AUDITED ED HIGH PROFILE ENCOUNTERS	0	1	0	2	0	2
% AUDITED	#DIV/0!					
TOTAL ED - EMPLOYEE ENCOUNTERS	2	13	17	19	11	10
AUDITED ED - EMPLOYEE ENCOUNTERS	2	13	17	19	11	10
% AUDITED	100.0%					
TOTAL IP SAME LAST NAME ENCOUNTERS	39	41	80	42	54	77
AUDITED IP SAME LAST NAMES ENCOUNTERS	39	41	80	42	54	77
% AUDITED	100.0%					
TOTAL IP HIGH PROFILE PT ENCOUNTERS	2	2	0	1	0	0
AUDITED IP HIGH PROFILE ENCOUNTERS	2	2	0	1	0	0
% AUDITED	100.0%					
TOTAL IP - EMPLOYEE ENCOUNTERS	5	5	10	13	7	7
AUDITED IP - EMPLOYEE ENCOUNTERS	5	5	10	13	7	7
% AUDITED	100.0%					
TOTAL OP SAME LAST NAME ENCOUNTERS	416	401	537	453	448	618
AUDITED OP SAME LAST NAMES ENCOUNTERS	416	401	537	453	448	618
% AUDITED	100.0%					
TOTAL OP HIGH PROFILE PT ENCOUNTERS	32	22	13	5	7	17
AUDITED OP HIGH PROFILE ENCOUNTERS	32	22	13	5	7	17
% AUDITED	100.0%					
TOTAL OP - EMPLOYEE ENCOUNTERS	162	187	185	277	258	159
AUDITED OP - EMPLOYEE ENCOUNTERS	162	187	185	277	258	159
% AUDITED	100.0%					
TOTAL NEW (<90 DAY) EMPLOYEES	13	17	15	3	4	12
AUDITED NEW (<90 DAY) EMPLOYEES	13	17	15	3	4	12
% AUDITED	100.0%					
FOR-CAUSE AUDITS	3	2	4	6	4	3
Total # monthly audits	728	792	741	994	870	1009

Audit Flags

	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep
Employee as patient audit		4	6	5	4	5
High profile patient audit		0	0	0	0	1
New employee audit	0	0	0	0	0	0
Same last name audit		5	4	0	0	1
Random		0	0	0	0	0
Employee Access Audits		0	0	0	0	0
Total		9	10	5	4	7
Appears Compliant		9	10	5	4	7
Appears Non-Compliant	0	0	0	0	0	0
Ongoing Investigation		0	0	0	0	0

Audit flags are concerns that arise during the audit process. They require additional investigation to determine if the access is appropriate use of patient information.


SRA
Security Risk Assessment Summary
practice
assessment
summary
Where is your risk?
Click next for a more detailed report.
14%
Risk Score
17
Areas for Review
3
Vulnerabilities
Section 1: SAMPLE UPDATE SRA Basics 11%
Section 2: Security Policies 25%
Section 3: Security & Workforce 5%
Section 4: Security & Data 19%
Section 5: Security and the Practice 16%
Section 6: Security and Business Associates 0%
Section 7: Contingency Planning 20%

Risk Assessment Rating Key		Impact		
		Acceptable little to no effect	**Tolerable** moderate effect	**Intolerable** critical effect
Likelihood	**Improbable** risk unlikely to occur	Low	Medium	High
	Possible risk likely to occur	Low	Medium	Critical
	Probable risk will occur	Medium	High	Critical

▼ Vulnerabilities

Section 1: SAMPLE UPDATE SRA Basics
Vulnerabilities & Threats

Failure to remediate known risk(s)

Information disclosure (ePHI, proprietary, intellectual, or confidential)	Medium
Penalties from contractual non-compliance with third-party vendors	High
Disruption of business processes, information system function, and/or prolonged adversarial presence within information systems	Medium
Data deletion or corruption of records	Medium
Prolonged exposure to hacker, computer criminal, malicious code, or careless insider	Medium

Corrective enforcement from regulatory agencies (e.g. HHS, OCR, FTC, CMS, State or Local jurisdictions)	High
Hardware/equipment malfunction	Low

Section 4: Security & Data Vulnerabilities & Threats

Users have more access rights than needed to complete daily tasks

Unauthorized Information disclosure or theft (ePHI, proprietary, intellectual, or confidential)	High
Unauthorized access to ePHI/sensitive information	Medium
Unauthorized modification of critical network systems and data	Medium

Inadequate integrity verification of ePHI

Accidental modification to ePHI	Low
Damage to public reputation via misuse of patient chart data	Medium
Inaccurate information given to patients or providers	Medium
Unauthorized modification to ePHI	Medium

▸ Section 1. SAMPLE UPDATE SRA Basics	Risk Score: 11%
▸ Section 2. Security Policies	Risk Score: 25%
▸ Section 3. Security & Workforce	Risk Score: 5%
▸ Section 4. Security & Data	Risk Score: 19%
▸ Section 5. Security and the Practice	Risk Score: 16%
▸ Section 6. Security and Business Associates	Risk Score: 0%
▸ Section 7. Contingency Planning	Risk Score: 20%

Practice Information (1 location)

Telehealth Questionnaire

During the COVID-19 pandemic and recent wildfires, telehealth has proven to be a valuable tool for providers and patients. While several flexibilities have been granted during the declared emergency, it is important that ACHD gather data and evidence to support the continuation and expansion of telehealth services throughout California. If your district has started, or increased, the use of telehealth during the COVID-19 pandemic or wildfires or had already been utilizing telehealth please complete the following questionnaire. **We need sufficient data and information from your district**, please complete the following questions to support this effort.

COVID-19 Specific Questions: Please describe the changes in use of telehealth.

1. How has the volume increased? Please compare 2019 vs. 2020 data.

In 2019, Northern Inyo Healthcare District provided 803 telehealth visits. So far in 2020 (Jan-Oct), we have provided 4625 telehealth visits.

2. What types of appointments have been serviced via telehealth?

2019: Specialty care (psychaitry, infectious disease, rheumatology, endocrinology, cardiology). 2020: all of the above in addition to primary care, including our Rural Health Clinic; orthopedic follow-up care; pediatric visits, including acute and well-child exams; prenatal care; some pre- and post-operative care.

3. Does your facility use video? If yes, approximately what percent of visits?

Yes, approximately 90% of visits are conducted using video.

4. Does your facility use telephonic visits? If yes, approximately what percent of visits? Please provide examples about why patients and providers choose telephonic visits?

Yes, approximately 10%, only used if patient lacks technology required for video visit.

5. How often does a telehealth visit require an in-person visit follow up?

In general, in-person follow-ups occur when a physical exam is required and/or the patient requires vaccine(s). Many follow-up visits can be accomplished via telehealth.

6. Has your facility invested in technology this year to increase the availability of telehealth? Approximately how much has been invested in telehealth technology?

We have utilized grant funding to purchase a telehealth cart and several ipads over the past year

Wildfires: Please answer the following questions if your facility has been impacted by wildfires.

1. Has your facility utilized telehealth during a wildfire?

No.

2. Please describe the impacts of the fire on telehealth, including video and telephonic visits.

N/A

Additional Telehealth Data:

1. How many patients do you serve via telehealth?

We have served over 3,000 patients via telehealth. Payer source breakdown: 21% Medi-Cal; 33% Medicare; 40% private insurance; 6% other

2. Please provide visit data breakdown on payer source (Medicare, Medi-Cal, private insurance).

We have served over 3,000 patients via telehealth. Payer source breakdown: 21% Medi-Cal; 33% Medicare; 40% private insurance; 6% other

3. Does your facility have a protocol or procedure in place to determine which visits may be serviced via telehealth? If yes, please provide additional details.

Protocol developed by Medical Directors to determine whether patients appropriate for telehealth vs in-person visits. Visit criteria has been outlined with clinic staff.

4. Do you have feedback from your patients and providers regarding the use of telehealth?

Widespread positive feedback all around, with impressive adoption rates among patients and providers.

5. Are you monitoring patient outcomes for quality related to telehealth? If yes, please describe.

Not at this time.

6. Has your facility addressed language barriers and issues with translation via telehealth? If so, how?

Yes, we have the technological capability of utilizing a virtual interpreter (either by phone or video) during telehealth visits when a live, in-person interpreter is unavailable.

Anecdotal/Additional Details: Please use the space below to share any anecdotal stories involving the use of telehealth at your facility or any additional information or details regarding telehealth at your facility that was not addressed above.

When our facility entered limited operations in the Spring due to COVID19, we were able to quickly deploy several ipads to the outpatient clinics. As a rural community, we have utilized Telehealth here at NIHD to provide specialty care for several years so were familiar with the concept. Within one week, we had over twenty providers and staff members trained on telehealth workflows. Our patients have embraced this concept as a convenient and effective means of receiving care during this pandemic.