October 19 2022 Regular Board Meeting

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NORTHERN INYO HEALTHCARE DISTRICT
One Team. One Goal. Your Health.

AGENDA

NORTHERN INYO HEALTHCARE DISTRICT
BOARD OF DIRECTORS REGULAR MEETING

October 19, 2022 at 5:30 p.m.

Northern Inyo Healthcare District invites you to join this 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

The Board is again meeting in person at 2957 Birch Street Bishop, CA 93514. Members of the public will be allowed to attend in person or via zoom. Public comments can be made in person or via zoom:

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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 thirty (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 at the time each item is considered.
3. New Business:
   A. Approval of the Actuarial Defined Benefit Funding Policy (*Board will consider the approval of this policy)*

B. 2022 Joint Commission Survey Results (*Board will receive the Joint Commission Survey presentation)*

C. NIHD Shadowing, Student and Volunteer Program Opportunities and Partnership Process *(Board will receive this presentation)*

D. Northern Inyo Healthcare District 2020/2021 Biennial Rural Health Clinic Evaluation (*Board will receive this presentation and consider the approval of this report)*

E. New Foundation Board Member Approval (*Board will consider the approval of a New Foundation Board Member)*

F. District Telephone System Update *(Board will receive this information)*

G. Interim CEO Contract Approval *(Board will consider approval of the Interim CEO contract)*

4. Chief of Staff Report, Sierra Bourne MD:
   A. Policies (*Board will consider the approval of these Policies)*
      1. *Medical Direction RHC*
      2. *New Line of Service Implementation*
   B. Medical Executive Committee Meeting Report *(Board will receive this report)*

Consent Agenda

All matters listed under the consent agenda are considered routine and will be enacted by one motion unless any member of the Board wishes to remove an item for discussion.

5. Approval of District Board Resolution 22-16, to continue to allow Board meetings to be held virtually *(Board will consider the adoption of this District Board Resolution)*
6. Approval of minutes of the September 21, 2022 Regular Board Meeting *(Board will consider the approval of these minutes)*
7. Approval of minutes of the October 6, 2022 Special Board Meeting (*Board will consider the approval of these minutes)*
8. Approval of Grand Jury Report dated October 11, 2022 *(Board will consider accepting this report)*
9. Financial and Statistical reports for August 31, 2022 (*Board will consider accepting this report)*

10. Approval of Policies and Procedures (*Board will consider the approval of these Policies and Procedures)*
    A. Temporary Loaning of District Equipment
    B. Accessibility & Labeling of Piped Med Gas System EC.02.05.09 EP11

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11. Reports from Board members (*Board will provide this information*).
12. Public comments on closed session items.
13. Adjournment to Closed Session to/for:
    A. Conference with Labor Negotiators, Agency Designated Representatives: Irma Rodriguez Moisa and Andrew M. Aller; Employee Organization: AFSCME Council 57 (pursuant to Government Code Section 54957.6)
    B. Conference with Legal Counsel- Anticipated Litigation. Gov't Code 54956.9(d)(2). Number of potential cases: (1)
14. Return to open session and report on any actions taken in closed session.
15. 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.

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

Date: September 28, 2022

Title: **APPROVAL OF THE ACTUARIAL DEFINED BENEFIT FUNDING POLICY**

Synopsis: It is recommended that the Board of Directors approve the Actuarial Defined Benefit Funding Policy as recommended by our actuary, Ellen Kucenski from Hooker & Holcombe. The policy is being presented by Ellen as well as Stuart Herskowitz, Senior Vice President, Client Relations from Hooker & Holcombe. The approval of this policy is required per our NIHD Pension Funding Policy which requires annual Board approval.

This policy has been reviewed and approved by Stephen DelRossi, CFO and it is recommended to amortize the unfunded liability over a 20 year period at 4.0%, plus the Normal Cost, with interest at $4,960,082 for the 2022/2023 fiscal year.

Prepared by: Alison Murray, Director of Human Resources

Approved by: Kelli Davis
Kelli Davis
Chief Executive Officer

hooker & holcombe

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Bloomfield, CT 06002

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August 5, 2022

Northern Inyo Healthcare District
150 Pioneer Lane
Bishop, CA 93514

Northern Inyo County Local Hospital District Retirement Plan
Funding Policy

The purpose of this letter is to provide analysis and recommendations on the funding policy for the Northern Inyo County Local Hospital District Retirement Plan.

The current funding policy of the plan targets a funding level of 110% of the Accumulated Benefit Obligation (ABO) over a 6- year period. In addition to this, the Normal Cost (i.e. the value of benefits your active employees accrue in the upcoming year) would be contributed to the plan. Interest would be added to these figures to adjust to actual payment date of the contribution. Under this policy, the January 1, 2022 valuation develops a recommended contribution of $9.581 million for the 2022/2023 fiscal year.

The current policy of closing the gap and having assets of the plan equal 110% of the ABO liability in a 6-year period is a very aggressive timeframe for fully funding a plan. By design this period will decrease by one with each future valuation, leading to higher and potentially more volatile contributions in the future. It was likely designed because of the annuity purchases that were occurring at retirement and the plan needed significant assets to fund those purchases.

A temporary funding policy was adopted for 2021 in which only the Normal Cost on an Entry Age Normal (EAN) basis was to be contributed to the plan. Under this method, the contribution for the 2022/2023 fiscal plan year is $1.43 million. It is unlikely this temporary policy would be sufficient to pay retiree benefits beyond the current year.

We are recommending a change to the policy beginning with the January 1, 2022 valuation. A common funding policy is to amortize the Entry Age Normal (EAN) unfunded liability over a 15-20 year time horizon, plus the Normal Cost. Given the recent move to pay retiree benefits from plan assets on a monthly basis, it would be reasonable to amortize the unfunded liability over this time period. We are suggesting that the plan target funding 100% of the EAN liability rather than 110% of the Accumulated Benefit Obligation (ABO). By design the EAN liability accounts for a portion of benefits that active employees are expected to accrue in the future, while the ABO liability only takes into account benefits active employees have accrued to date. The EAN liability is required to be disclosed under GASB financial reporting, and so making this change would mean your funding and accounting liabilities are consistent. The recommended policy is as follows:

1). Amortize the EAN unfunded liability over a closed 20 year period, plus 2.) the EAN Normal Cost

As of January 1, 2022, the EAN liability is $54.49 million and the Normal Cost is $1.38 million. These figures are based on the same set of assumptions as disclosed in the January 1, 2021 valuation report prepared by Milliman, and updated participant data as of January 1, 2022.

Plan assets as of January 1, 2022 are $6.53 million, though the majority of those assets are held with New York Life, and it is unclear how much of those assets may be used for participants who are not currently retired and receiving benefits from New York Life.

Assuming the full value of assets may be allocated to future retirees, the unfunded liability on an EAN basis as of January 1, 2022 is $47.96 million ($54.49 million liability less $6.53 million in assets). Amortizing this over a 20 year period at 4.0%, plus the Normal Cost, with interest, leads to **a recommended contribution of $4,960,082 for the 2022/2023 fiscal year**.

Under the recommended policy, the 20 year amortization period would reduce by one each year until an ultimate level of 15 years is reached. At that point, the period would be reset to 15 with each valuation.

Currently only assets held in the Schwab trust are available to pay participant benefits for employees who have not had an annuity purchased through New York Life. As of July 1, 2022, the Schwab asset value was approximately $3.0 million. It is expected that with this value and the recommended funding policy, the plan's assets will be sufficient to cover upcoming benefits for the 2022/2023 fiscal year. However, **it is recommended that New York Life be contacted as soon as possible to obtain a buyout quote and determine if any of the assets held with them are eligible to be transferred to the Schwab account.**

If you have any questions on the above or would like to discuss, please let us know.

Sincerely,

Ellen Kucenski

Ellen Kucenski, FSA, FCA, MAAA
Enrolled Actuary 20-07674

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

Date: 9/30/22

Title: **OVERVIEW OF JOINT COMISSION SURVEY**

Synopsis: The Quality Department will provide an overview of our recent Joint Commission Survey.

Prepared by: _____
Name: Allison Partridge
Title: CNO

Reviewed by: _____
Name: Allison Partridge
Title of Chief who reviewed CNO

Approved by: Kelli Davis
Name KELLI DAVIS
Title of Chief who approved

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

Date: 10/12/2022

Title: **NIHD SHADOWING, STUDENT AND VOLUNTEER PROGRAM PARTNERSHIPS**

Presenter(s): Human Resources Team

Synopsis: The Board will receive an informational overview of the steps in place for local and out-of-area shadowing, student and volunteer opportunities and partnerships with NIHD.

Prepared by: _____
Cori Stearns
Administrative Assistant to CEO & CFO

Reviewed by: _____
Kelli Davis
CEO

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

Date: September 26, 2022

Title: **RHC Biennial Report**

Synopsis: Presenting the Board of Directors with the Rural Health Clinic Biennial report for information about the activities at the RHC from July 2019 – June 2022 and plans moving forward

Prepared by: Joy Engblade, MD
Chief Medical Officer

NORTHERN INYO HEALTHCARE DISTRICT
Rural Health Clinic (A provider-based RHC)
CCN 05-8578

153 Pioneer Lane
Suite B
Bishop, CA 93514
(760) 873-2849
Fax (760) 873-2836

Biennial Clinic Evaluation
Fiscal Years 2020 & 2021
(July 1, 2019 to June 30, 2020 and July 1, 2020 to June 30, 2021)

Medical Director: Stacey L. Brown, MD, FAAFP
Director of Clinical Operations: Jannalyn Lawrence, RN

Utilization of Services:

During the period of time from July 2019 through June 2021 (Fiscal Year 2020 and Fiscal Year 2021), the Northern Inyo Healthcare District's Rural Health Clinic (RHC) had a total of 27 on-site medical providers working part-time or full-time throughout the year. The physician staff consisted of 7 Family Practice physicians, 3 Obstetrician/Gynecologists, 1 Genetics Counselor, 1 Internal Medicine/Geriatrics and 1 Addiction Medicine Specialist. The Advanced Practice Practitioner staff (APP) consisted of 1 Adult Nurse Practitioner, 4 Family Nurse Practitioners, 5 Physician Assistants and 1 Certified Nurse Midwife. The Behavioral Health Staff consisted of 3 clinical psychologists. Total visits for each FY were as follows:

	FY2020	FY2021
Primary Care	17830	16506
OB/GYN	3595	4390
Same Day	3238	5215
Behavioral Health	270	1570
Totals	24933	27681

During FY 2020 the clinic saw 24933 patients (down from 27676 in FY2019, most likely due to the Pediatric providers at RHC relocating to NIA Pediatric office in late 2018) and Covid related decreases. During FY 2021 the clinic saw 27681 patients (an increase of 11% from FY2020 year prior and a return to FY2019 visit levels).

Office visits consisted of Family Practice, Pediatric and OB/GYN services to provide preventative care, care of acute illness/injury, chronic illness management, prenatal, gynecologic services. Same Day service line is embedded within the clinic to provide acute, non-emergent care. (See also COVID response and Hospital Medicine Clinic below)

Top 25 Diagnoses and CPT charge codes seen at the RHC during the reporting period reflect the breath and scope of primary care practice typically seen in rural, geographically isolated communities in the U.S.:

Rural Health Clinic **Primary Care/Same Day**:

Description	Diagnosis Code	Percent of Reported Total
Essential (primary) hypertension	I10	5.4
Hyperlipidemia, unspecified	E785	3.5
Encounter for immunization	Z23	2.7
Encntr for general adult medical exam w/o abnormal findings	Z0000	2.2
Type 2 diabetes mellitus without complications	E119	2.0
Encntr for obs for susp expsr to oth biolg agents ruled out	Z03818	1.8
Hypothyroidism, unspecified	E039	1.8

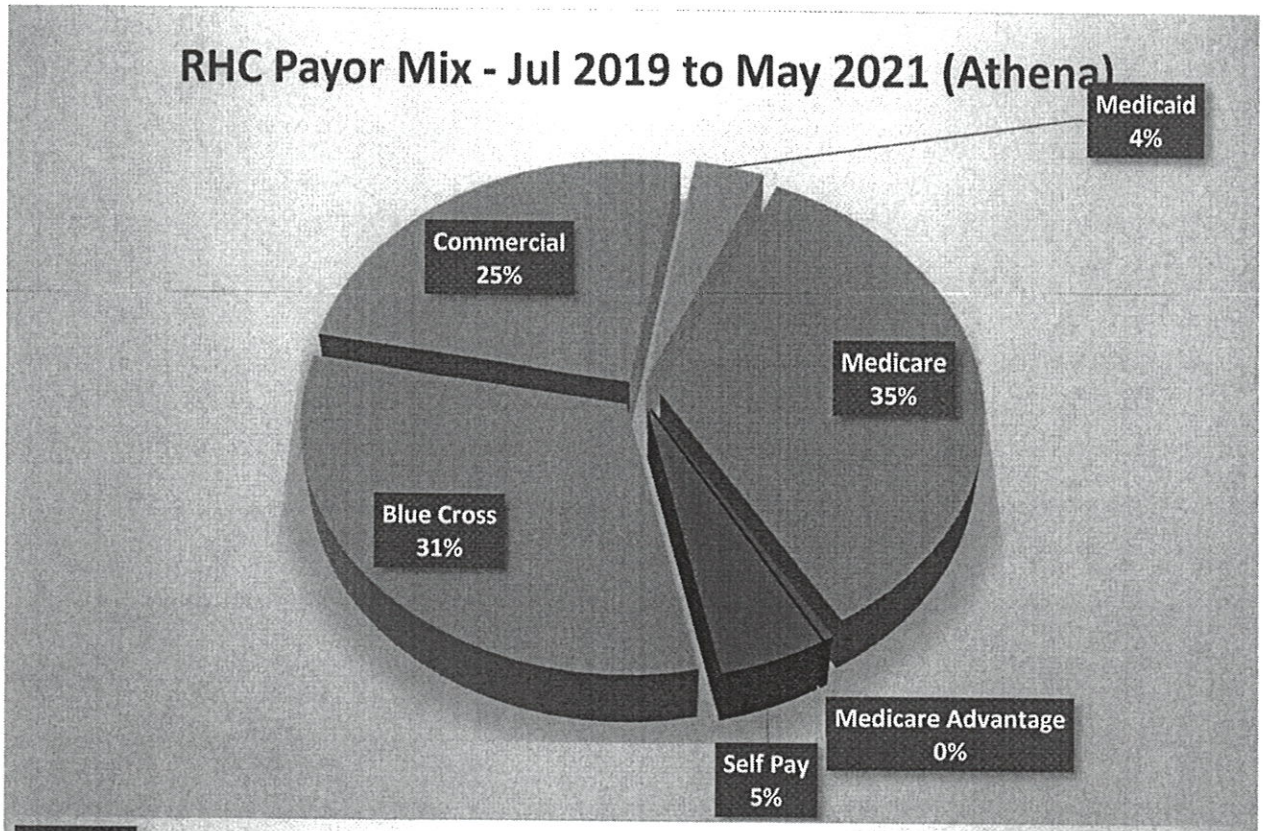
Other specified anxiety disorders	F418	1.3
Anxiety disorder, unspecified	F419	1.3
Nicotine dependence, cigarettes, uncomplicated	F17210	1.2
Opioid dependence, uncomplicated	F1120	1.1
Chronic obstructive pulmonary disease, unspecified	J449	1.1
Major depressive disorder, single episode, unspecified	F329	0.9
Obesity, unspecified	E669	0.9
Urinary tract infection, site not specified	N390	0.8
Unspecified asthma, uncomplicated	J45909	0.8
Low back pain	M545	0.8
Gastro-esophageal reflux disease without esophagitis	K219	0.8
Mixed hyperlipidemia	E782	0.7
Person consulting for explanation of exam or test findings	Z712	0.7
Unspecified atrial fibrillation	I4891	0.6
Nicotine dependence, unspecified, uncomplicated	F17200	0.6
Anemia, unspecified	D649	0.6
Cough	R05	0.6
Insomnia, unspecified	G4700	0.6

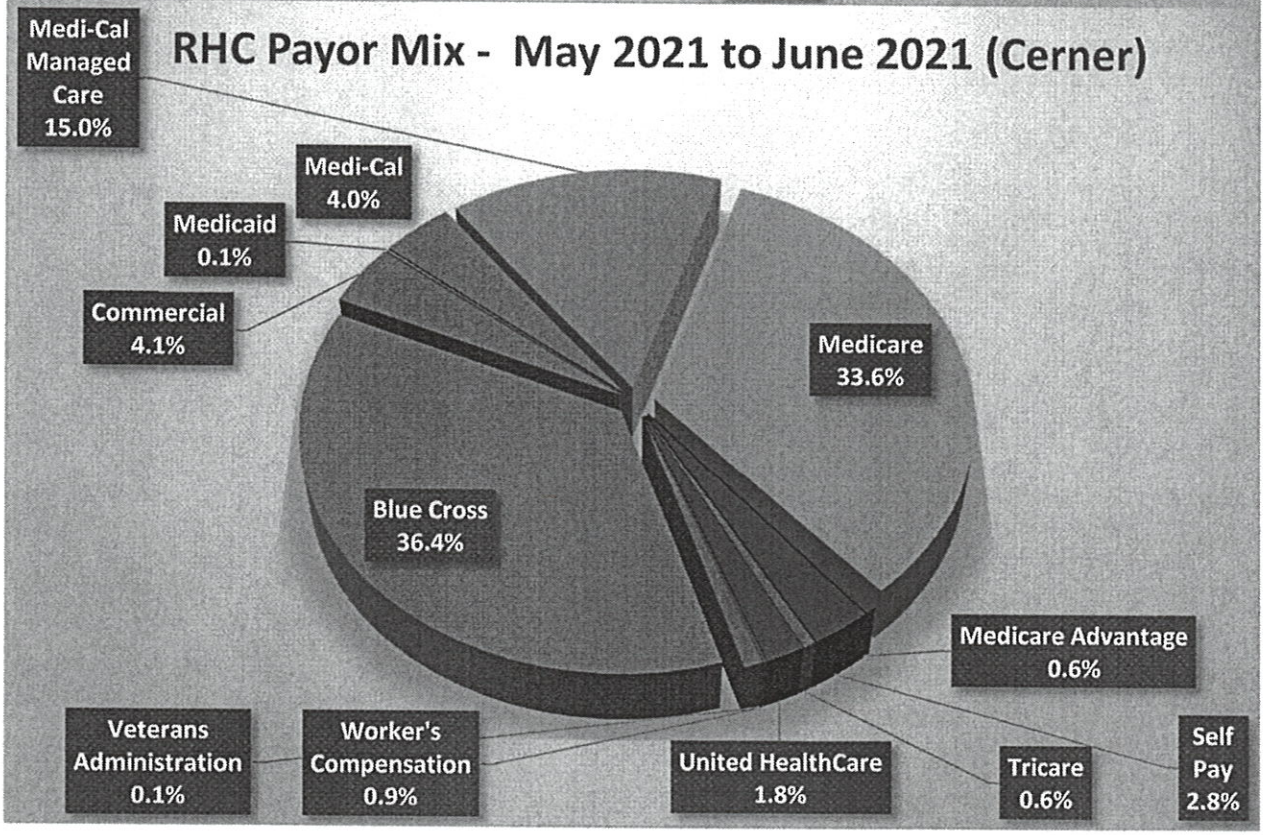
Rural Health **Women's Clinic**:

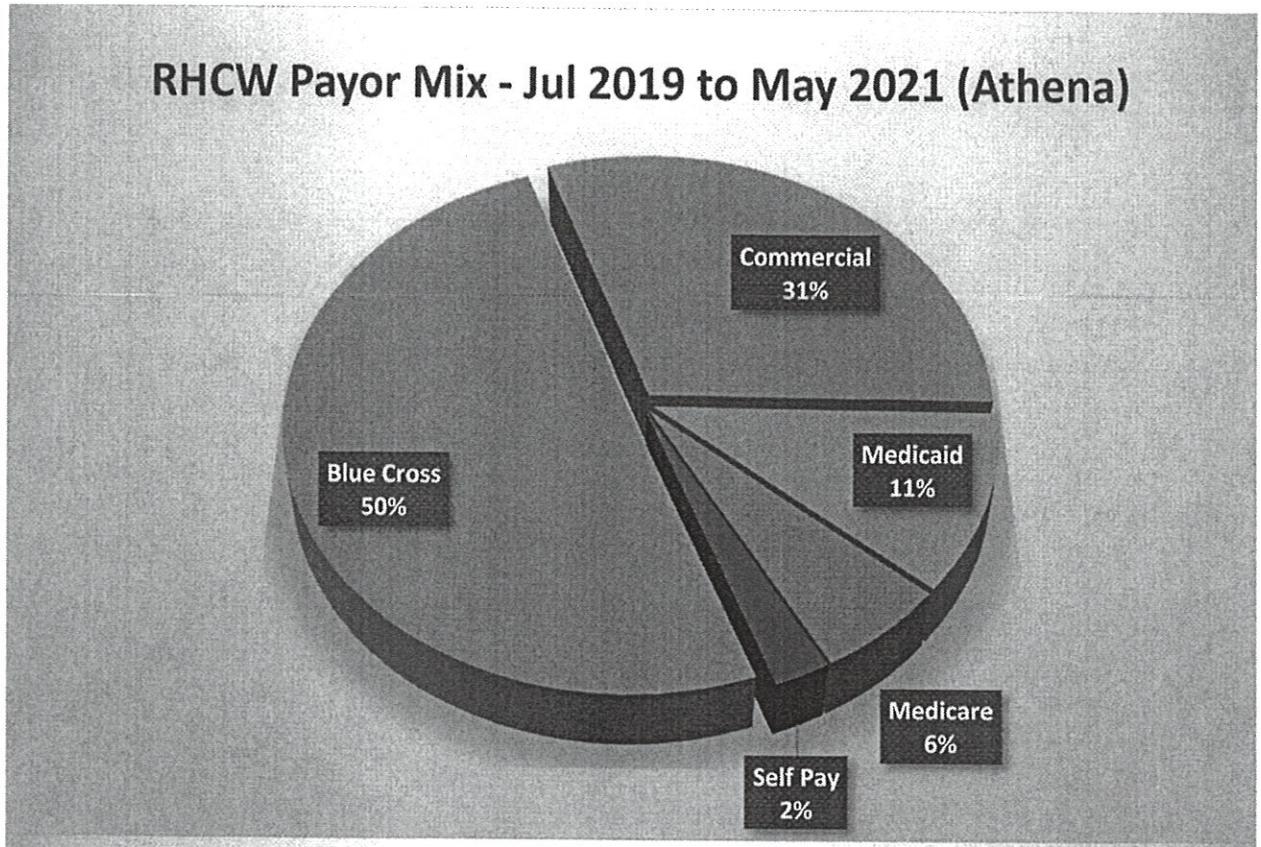
Description	Diagnosis Code	Percent of Reported Total
Encntr for gyn exam (general) (routine) w/o abn findings	Z01419	4.1
Pregnant state, incidental	Z331	3.5
Encounter for contraceptive management, unspecified	Z309	3.0
Encounter for suprvsn of normal pregnancy, third trimester	Z3483	2.4
Encounter for immunization	Z23	2.3
Encntr for suprvsn of normal preg, unsp, second trimester	Z3492	2.1
Encntr for suprvsn of normal preg, unsp, third trimester	Z3493	1.7
Encounter for suprvsn of normal pregnancy, second trimester	Z3482	1.5
Encounter for routine postpartum follow-up	Z392	1.5
Other specified anxiety disorders	F418	1.4
Encntr for suprvsn of normal preg, unsp, first trimester	Z3491	1.3
Encounter for pregnancy test, result positive	Z3201	1.2
Encntr for suprvsn of normal first preg, third trimester	Z3403	1.2
Supervision of elderly multigravida, third trimester	O09523	1.0

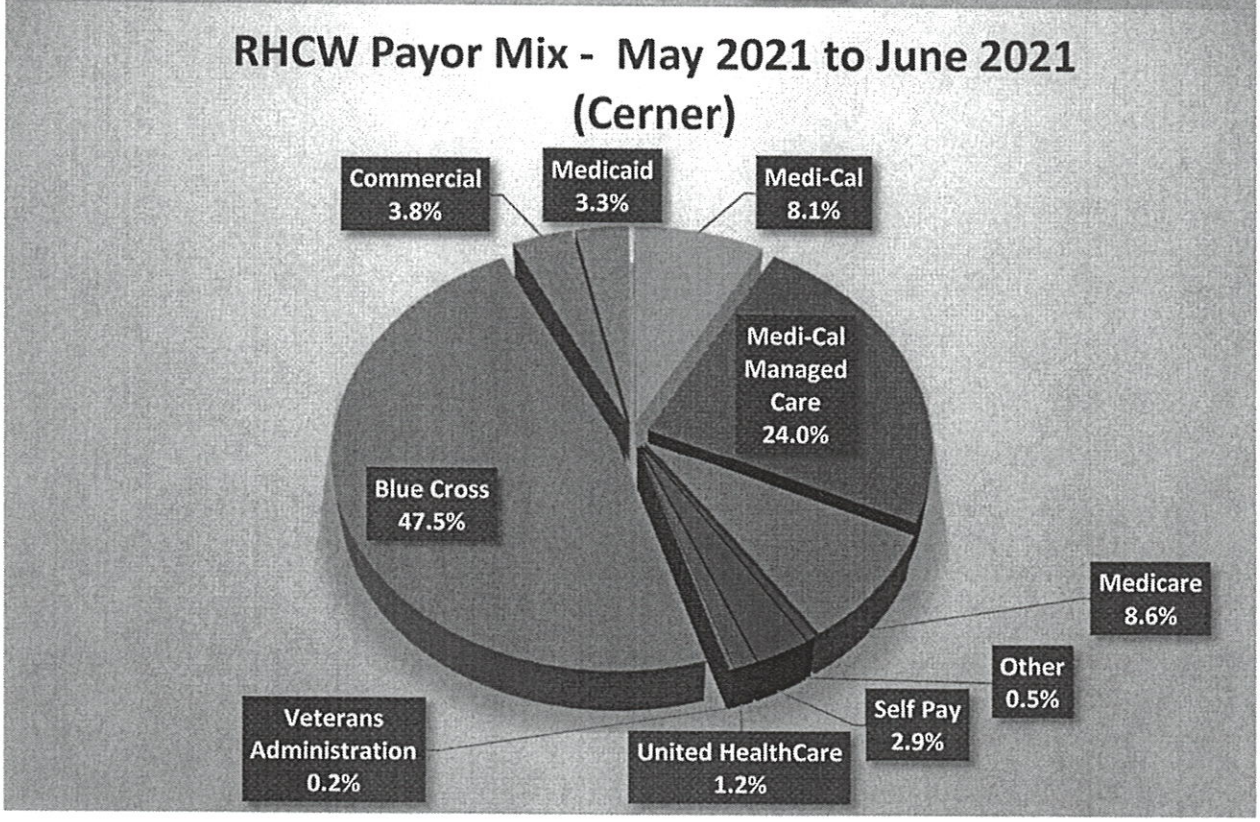
36 weeks gestation of pregnancy	Z3A36	0.9
Pelvic and perineal pain	R102	0.9
Postmenopausal atrophic vaginitis	N952	0.8
Excessive and frequent menstruation with regular cycle	N920	0.8
Encntr screen for infections w sexl mode of transmiss	Z113	0.8
37 weeks gestation of pregnancy	Z3A37	0.8
Encounter for insertion of intrauterine contraceptive device	Z30430	0.8
Encounter for suprvsn of normal pregnancy, first trimester	Z3481	0.7
38 weeks gestation of pregnancy	Z3A38	0.7
Supervision of elderly multigravida, second trimester	O09522	0.7
Encounter for routine checking of intrauterine contracep dev	Z30431	0.7

The payor mix of the visits at the RHC during the reporting period reflect the insurance and reimbursement pattern typically seen in rural, geographically isolated communities in the U.S. as well as local regional demographics. Roughly stable over the past 2 decades, the payor mix remains approximately 30% commercial insurance (like Blue Cross/Shield), 30% Medicare and 25% Medi-Cal.


RHC Payor Mix - Jul 2019 to May 2021 (Athena)
Medicaid 4%
Commercial 25%
Medicare 35%
Blue Cross 31%
Medicare Advantage 0%
Self Pay 5%


RHC Payor Mix - May 2021 to June 2021 (Cerner)
Medi-Cal Managed Care 15.0%
Medi-Cal 4.0%
Medicaid 0.1%
Commercial 4.1%
Medicare 33.6%
Blue Cross 36.4%
Medicare Advantage 0.6%
Veterans Administration 0.1%
Worker's Compensation 0.9%
United HealthCare 1.8%
Tricare 0.6%
Self Pay 2.8%


RHCW Payor Mix - Jul 2019 to May 2021 (Athena)
Commercial 31%
Medicaid 11%
Medicare 6%
Self Pay 2%
Blue Cross 50%


RHCW Payor Mix - May 2021 to June 2021 (Cerner)
Commercial 3.8%
Medicaid 3.3%
Medi-Cal 8.1%
Medi-Cal Managed Care 24.0%
Blue Cross 47.5%
Medicare 8.6%
Other 0.5%
Self Pay 2.9%
United HealthCare 1.2%
Veterans Administration 0.2%

All visits were documented in the Electronic Health Record – AthenaHealth through May 2021, then Cerner Health afterwards. Patients were provided with a Clinical Visit Summary/Patient Visit Summary at the end of the visit, which contains a list of their medications, problems, recent lab results and specific plan of care with dates for specific follow up. The record is accessible to the NIHD team 24/7 when the patients present in the emergency department or require inpatient admission. The patient portal continues to be a consistent, value-added product for efficient and prompt provider-patient communication.

The clinic continues to be a Family PACT provider. This allows patients to receive confidential care related to reproductive health issues. The program provides family planning to low income women and men.

The clinic continues to participate as an Every Woman Counts provider for cervical and cancer screening. This program is utilized to provide care to under-insured, age appropriate, low income women. The admission team is also able to enroll patients in the Breast and Cervical Cancer Treatment Programs when appropriate, such as the District-supported "We Care" program for breast health/cancer prevention testing.

The Vaccines for Children (VFC) program provides vaccine to income-eligible children at the RHC. The vaccine stock is managed by the RHC team in coordination with NIHD Pharmacy staff. Yearly audits by CDPH occur. Standards are maintained per the ACIP recommendations for the RHC patients. The audits demonstrate excellence in delivery of preventative vaccines to the children receiving care at the RHC.

Care of patients in all socio-economic classes was provided to our community at the RHC. The use of the programs listed above allowed for the cost of care to be covered such that the patients who would otherwise not receive care were able to be evaluated and treatment initiated. Patients were enrolled into programs by the RHC team by telephone or in person. The clinic does not employ a standard sliding fee schedule otherwise.

The Authorization and Referral Specialists obtain authorizations for services as required. This team initiates and follows up RHC provider referrals to other inpatient and outpatient resources. Referral coordination involves an effective hand-off of information from within the chart to the specialist, choosing a specialist provider in-network and obtaining the consultation note/plan back from the specialist. Three full-time staff members are required to meet the needs of the patients.

The NIH RHC continues to work with other agencies within the region to promote and provide services to our patient population. RHC Registered Nurses work closely with Public Health (especially during the COVID pandemic), Inyo County Mental Health, In-Home Health Services, Child Protective Agency, Adult Protective Services, Inyo County Jail Nurses and Pioneer Home Health Nurses (including Hospice) to coordinate care for our patients. Communication continues to be paramount in assuring that the providers are aware of the patient needs based upon the assessments of those key partners within our community.

Continuation/Expansion of Services:

Care Coordination:

Maturation of this service line continued during the reporting period, staffed by 3 Care Coordination Nurse Case Managers and 2 transportation specialists. Referrals to this team created a centralized workflow to arrange community resources for patients. The transportation specialists coordinated the NIHD's CareShuttle program of vehicles and volunteer drivers to assist patients in making appointments to the clinic, hospital campus and outside medical providers within a roughly 60 mile radius. During the reporting period the CareShuttle program logged 121,864 miles with 4,319 transports with 3 vehicles. (See CareShuttle Stats.)

The Nurse Case Managers assisted patients with post-discharge Transitional Care Management from NIHD ED (as well as remote hospitals) back to their primary care providers. Close contact with individual patients by phone and in-person prevented fewer readmissions to NIHD for similar illnesses. Care Coordination team members worked closely with Authorization and Referral team members to connect patients to appropriate and timely visits with specialists.

Same Day Service Line:

This service line was heavily utilized during the reporting period to meet the demands of the community during the pandemic (see RHC COVID response below), staffing a full 6 days per week coverage from 0700-1800. RHC patients, RHC employees, NIA patients, non-NIHD affiliated patients and visitors to the area were served. When not serving in a COVID related role, this service line continued to provide an acute practice solution for the community, especially after-hours and on Saturdays, instead of the Emergency Department.

Telemedicine:

During the reporting period, the specialty care services previously delivered at the RHC were relocated to the NIA Specialty Clinic in the Pioneer Medical Building (e.g., Rheumatology, Endrocrinology, etc.) However, with the pandemic (see RHC COVID response below), the provider staff quickly pivoted to Telemedicine visits as allowed under the Public Health Emergency (PHE). During the PHE, primary care and behavioral health providers working from the RHC were able to be the receiving site for contacting patients within their home via Zoom.

Medication Assisted Treatment (MAT):

After its successful launch in FY2020 with Dr. Boo and Ms. Fong, the opioid- and substance-use disorder treatment program underwent significant growth during the reporting period. Many opportunities were used for education, both internally with NIHD provider in-services/adoption and externally with public participation in Opioid Summits, such as Narcan community delivery events and Harm Reduction tools to support the community and educate on this stigmatized topic. Our program has introduced harm reduction and its principles into the local community and have built a strong foundation by building and modeling these principles throughout our program. This started last year by training every staff member in the hospital, reducing stigma, and providing facts about addiction and why it is important to model these principles. The

community in general looks to the District as a respected leader and so we acknowledge our role and responsibility in that we can set an example for the rest of the service providers and organizations by encouraging them to incorporate voices of people who use drugs (PWUD) and create real systemic changes that limit the collateral consequences PWUD often face.

Dr. Goshgarian joined the team in early 2021 as a dedicated MAT provider, staffing the clinic regularly on Mondays. Dr. Goshgarian has recently completed her Addiction Board Certification and serves as MOUD Physician Advisor to the program. Dan David (Care Coordinator Manager) applied and received multiple financial grants totaling more than $400K during the reporting period to hire support staff, sustain the integrity of the program and continue community outreach.

Current MAT staff consists of Care Coordination Manager, Daily RN Care Coordination, Behavioral Health Psychotherapy Support, Recovery Support Navigation and Syringe Exchange services.

NIHD's Rural Health Clinic (RHC) currently operates the first Certified Syringe Exchange Program (SEP) hospital in California and we are the only SEP in Inyo County. We serve a large geographical area and currently operate in two ways. We have walk in hours from 8-5, Monday through Friday and we do home delivery or (drop off locations) to those who do not have transportation or do not want to come into the clinic. Delivery services can go as far as a 60-mile radius from the hospital. We service the entire community throughout the county that includes five different tribes that stretch across the valley. Additionally, our program provides services in Spanish to our Hispanic communities by ensuring all of our outreach material are in Spanish as well as advertising on Spanish platforms. This project will help promote health equity by engaging marginalized sub groups in our population.

Currently, our recovery ecosystem does not have inclusive space for people with mental illness since those struggling are still often held to the same expectations of adhering to scheduling appointments and making those on time. Additionally, people of color often face some barriers such as program material not being translated into culturally appropriate informational brochures. The grant funding has assisted with identifying additional barriers to achieving greater health equity for our community members with the help of the committee made up of people who use drugs. Our MAT program is grounded in harm reduction principles and staff has been trained in Trauma Informed Care. Part of this new funding is going towards providing an education series for the local area so that we can help address the stigma and barriers countywide. Our local community can start to have a dialogue on what health equity means in our area and create plans to change the narrative and meet the needs of everyone.

Upcoming projects and strategies for the next 1-2 years are to implement evidence based practice treatments with Contingency management (Stimulant Disorder treatment) and counseling services that meet the needs of our community. NIHD is also in partnership with the ED Bridge program (SAMSA) to identify adolescents who are in need of support and if received will help treat our youth. (See Goals for Next Reporting Period below)

<u>Behavioral Health:</u>

Responding to the most recent Community Health Needs Assessment from the public, the retirement of local psychiatrists and an overwhelming demand for mental health support from

local provider referrals, the RHC expanded its behavioral health footprint during the reporting period. Three licensed clinical psychologists were added to the RHC provider roster, working closely with both primary care providers as well as Telehealth psychiatrists. They delivered mental health support with direct service during in-person as well as telehealth visits during the pandemic. Our providers supported the MAT program in the form of group and individual sessions. Quickly establishing an intial footprint in FY2020, the behavioral health program blossomed during the next fiscal year with more than 1500 visits. We expect this service line to continue expand greatly in the future.

Hospital Medicine Clinic (HMC):

During this reporting period, the demand for timely followup appointments from Emergency Department (ED)/inpatient hospitalization visits increased beyond the capacity of the primary care providers to accommodate. A joint venture with the NIHD Hospitalist team was undertaken, allowing off-duty Hospitalists to see patients in the outpatient setting two ½ days a week in the RHC. During these visits, patients were seen to followup discharge plans, create appropriate referrals, adjust medications and prepare patients for upcoming elective surgeries. These efforts allowed the patients to transition to/from the hospital-based care back to their primary care provider in a controlled manner, avoiding unnecessary readmissions and return ED visits. Initially launched in late FY2021, the program built considerable momentum during pandemic-restricted PCP access at the District.

Geriatric/Memory:

During the reporting period, Dr. Wakamiya expanded her role to the local skilled nursing facility (Bishop Care Center) as well as offering consultation once monthly within the RHC for geriatric and memory-impaired patients. She attended clinic patients in the Bishop Care Center upon admission, during their stay and during the discharge process.

Patient Centered Medical Home (PCMH):

This time period saw continued efforts to panelize patients into discrete provider teams as described by the PCMH model. Most patients were successfully moved to provider's panels during the Centricity-Athena transition by FY21. However, successful transitioning from Athena-Cerner EMR was difficult during the reporting period. Alignment of patients with their own PCP as well as within the MD-APP team groups will continue during next fiscal year under Cerner EMR.

Teaching Programs:

Since its inception, the RHC has been a fertile ground for teaching students of all ages and disciplines, from high-school shadowing to residency rotations for new physicians in ACGME-certified specialty training programs. During the reporting period, a total of 13+ students rotated at the RHC, both in primary care and same-day service lines. It is hoped that many of these students pursue a career locally at the District and its community.

Status	School	Preceptor Assigned	Start Date	End Date
Resident	Ventura County Med Center	Gasior/M Robinson	1/6/2020	1/24/20
Student	UNR	Brown	1/27/2020	2/21/20
Student	UNR	Boo	2/24/2020	3/20/20
Shadower	UNR	Jennifer Joos	12/19/2019	7/30/20
PA Student	UNR	Tammy O'Neill	6/22/2020	7/10/20
Resident	Rio Bravo	Brown	7/27/2020	8/21/20
PA Student	UNR	Jennifer Joos	8/3/2020	8/28/20
Shadower	UNR	RHC	12/23/2020	1/23/20
Med Student	UNR	RHC	2/2/2021	2/26/20
FNP Student	West Coast University	Brown	1/11/2021	5/2/20
NP Student	UNR	Tammy O'Neill and Sarah Malloy	1/28/2021	5/14/20
FNP Student	Duquesne	Sarah Malloy/ortho	6/28/2021	8/1/20
FNP Student	West Coast University	Zuger	5/10/2021	8/29/20

COVID Response:

The COVID-19 pandemic had profound effects on the delivery of medicine not only nation-wide but locally in the RHC's service area. Early in the reporting period, the RHC staff, providers and leadership spear-headed the District's COVID testing and treatment response to the pandemic. A consistent presence at the District's Incident Command meetings since the inception in March of 2020, the Medical Director, Director of Clinical Operations and RHC Managers joined forces with District personnel to create a response that was nimble, fluid, pertinent and timely in its execution. Some examples of pandemic successes:

1) Mobilizing local quilting clubs to sew cloth gowns and facemasks in the early PPE shortage days
2) Mobilizing local makers with 3D plastic printers to create face-shield holders
3) Regular radio and newspaper updates, mostly weekly, to update the local community on COVID related matters. Town-hall style meetings were held for the District and community through Zoom.
4) Establishment of a drive-through testing and evaluation service line (called colloquially "Car Clinic") for rapid testing of symptomatic patients and (later) coordinating outpatient treatment with monoclonal antibody infusions. Staffed primarily by Same Day service line APPs, the Car Clinic saw 3124 patients for COVID testing, revealing 324 positives during the reporting period. (See "Positive COVID Tests by Collection Site.") Once a patient called the clinic with symptoms possibly referable to COVID, the RN staff triaged the call with a standardized protocol and scoring system. If the patient met criteria, the patient was scheduled for an appointment in their vehicle on the same day outside the RHC Annex building roundabout. Car Clinic providers staged out of the adjacent garage, outfitted in full PPE (gown, gloves, mask, face-shield), seeing patients and families in their vehicles (through summer heat and winter snow), completing a focused history and physical exam and using point-of-care (POC) antigen/PCR nasal swab testing for infection. If the patient needed other POC testing (ie, strept swab), it was completed at the same time. If the patient was a candidate for treatment, the patient

underwent informed consent and was scheduled in the District outpatient department for an infusion of monoclonal antibodies.
Patients served were not only community members, but also District employees and local businesses needing clearance for return-to-work protocols. The workflows established during the early pandemic will continue to be refined for each successive wave of infectious outbreaks.

5) Successful pivot of outpatient visits to Telemedicine occurred with new reimbursement guidelines from CMS, allowing many isolated patients to reach out and receive care from their primary provider. Platforms included both face-to-face video meetings (via Zoom app) on dedicated iPads as well as standard telephone outreach. Workflows established during this time period will continue to be used and refined in the future.
6) Timely establishment of the behavioral health service line to help patients navigate the psychological stressors of the pandemic, including remote telemedicine visits from the patient's home during quarantine.
7) RHC provider and support staff volunteered during many mass-vaccine events at the local county Fairgrounds, assisting with consultation and direct delivery of COVID vaccines.
8) RHC support staff (RN and MAs mainly) supported the early rollout of vaccine delivery at the District in the front lobby, delivering hundreds of vaccines month after month to community members and District staff.
9) Care Coordination and RHC staff nurses in coordination with NIHD Infection Prevention nurses routinely assisted our local County Health Dept with contact tracing of close contacts of positive COVID patients to prevent further transmission.
10) Leadership successfully secured available funding for COVID related activities/equipment, from local insurers (ex: Blue Cross/iPads) as well as federal programs (ex: RHC COVID-19 Testing Program/new disease-resistant flooring, separate workstations and screen shields). Almost $150,000 in federal aid was received during the reporting period.

The RHC continues to be an indispensable centerpiece in the community's response to future COVID pandemic developments in the future.

PROVIDER STAFF:

PRIMARY CARE:

All MD primary care providers (see below) provide direct and indirect supervision of the Advanced Practice Providers (APPs) working in the clinic. This includes consultations with the APP staff, chart reviews based upon policy and critical indicators, attendance of medical staff committee meetings and participation in development and review of standardized procedures for the NP providers/standardized protocols for the PA providers.

Stacey Brown, MD- Family Practice- Dr. Brown is under contract with NIHD as the Clinic Medical Director/Lead Physician. He holds a medical license in the State of California. It was first issued in 1996 and is current during the reporting period. He worked hours providing direct patient care services to the RHC.

Sarah Zuger, MD – Family Practice- Dr. Zuger is under contract with NIHD as a Staff Physician. She worked hours providing direct patient care services to the RHC.

Catherine Leja, MD – Family Practice - Dr. Leja is under contract with NIHD as a Staff Physician. She worked hours providing direct patient care services to the RHC.

Anne Gasior, MD – Family Practice- Dr. Gasior is under contract with NIHD as a staff physician. She worked hours providing direct patient care services to the RHC. She staffs both the RHC for primary care and NIA Allergy/Pediatric clinic for specialty care.

Uttama Sharma, MD – Family Practice – Dr. Sharma is under contract with NIHD as a staff physician. She worked hours providing direct patient care services to the RHC.

Thomas Boo, MD – Family Practice - Dr. Boo is under contract with NIHD as a staff physician. He worked hours providing direct patient care services to the RHC. He also provides supervisory and direct patient care to the Medical Assisted Treatment program (MAT).

Timothy Brieske, MD – Family Practice - Dr. Brieske is under contract with NIHD as a staff physician. He worked hours providing direct patient care services to the RHC. He began in the summer of 2020.

Mara Yolken, RN, MSN- Adult Nurse Practitioner- Ms. Yolken is an employee of NIHD. She worked regular part time at hours primarily under the medical direction of Dr. Leja. *All APP staff work under the supervision of their primary supervising MD as well as all other clinic MDs on occasion.*

Tracy Drew, RN, MSN- Family Nurse Practitioner- Ms. Drew is an employee of NIHD. She worked regular part time at hours primarily under the medical direction of Dr. Brown.

Rita Klabacha, PA-C – Physician Assistant- Ms. Klabacha is an employee of NIHD. She worked regular part time at hours primarily under the medical direction of Dr. Sharma.

Jennifer Joos, PA-C – Physician Assistant- Ms. Joos is an employee of NIHD. She worked regular part time at hours primarily under the medical direction of Dr. Zuger.

Nancy Fong, RN – Family Nurse Practitioner -- Ms. Fong is an employee of NIHD. She worked regular part time hours primarily under the medical direction of Dr. Boo. She provided Same Day service coverage during May and June 2019 as well. She also provides direct patient care and supervision for the Medical Assisted Treatment program (MAT).

Sarah Starosta, PA-C – Physician Assistant – Ms. Starosta is an employee of NIHD. She worked per diem part time hours primarily under the medical direction of Dr. Brown.

OBSTETRIC/GYNECOLOGICAL:

Jeanine Arndal, MD – OB/GYN – Dr. Arndal was under contract with NIHD as a staff physician working hours in the RHC providing women's health services and outpatient procedures. She provided direct and indirect supervision of the Certified Nurse Midwife.

Martha Kim, MD – OB/GYN – Dr. Kim was under contract with NIHD as a staff physician working hours in the RHC providing women's health services and outpatient procedures. She provided direct and indirect supervision of the Certified Nurse Midwife.

Matthew Wise, MD – OB/GYN – Dr. Wise was under contract with NIHD as a staff physician working hours in the RHC providing women's health services and outpatient procedures. He provided direct and indirect supervision of the Certified Nurse Midwife. Dr. Wise left the RHC family during this time period.

Jennifer Norris, Certified Nurse Midwife – Ms. Norris is an employee of NIHD. She worked regular part time hours at the RHC providing prenatal and general women's health services. She is supervised by the OB/GYN MD staff.

Jennifer Figueroa, PA-C- Ms. Figueroa is an employee of NIHD. She worked regular part time hours primarily under the medical direction of Dr. Arndal.

Robert Slotnick, MD – Maternal Fetal Medicine/Genetic Counseling – Dr Slotnick is under contract with NIHD as a specialty consultant, providing direct patient care on site at the RHC. Dr. Slotnick left the RHC family during this time period.

SAME DAY SERVICE:

Tammy ONeill, PA – Urgent Care/Same Day – Ms. ONeill is an employee of NIHD. She worked regular full time hours at the RHC provider same day/urgent care services. She is primarily supervised by Dr Brown.

Sarah Malloy, FNP – Urgent Care/Same Day – Ms. Malloy is an employee of NIHD. She worked regular full time hours at the RHC provider same day/urgent care services. She is primarily supervised by Dr Brown. She started January 2020. Of note, she trained at NIHD and completed her FNP preceptorship at the RHC before graduating.

Alissa Dell, FNP -- Urgent Care/Same Day -- Ms. Dell is an employee of NIHD. She worked regular part-time hours when needed in the Same Day service line/Car Clinic COVID response. She is primarily supervised by Dr Brown.

MEDICAL ASSISTED TREATMENT (MAT):

Anne Goshgarian, MD – Emergency Medicine/Addiction Medicine -- Dr. Goshgarian is under contract with NIHD as a staff physician. She provides supervisory and direct patient care to the Medical Assisted Treatment program (MAT).

HOSPITAL MEDICINE CLINIC (HMC):

Joy Engblade, MD – Internal Medicine/Hospitalist – Dr. Engblade is under contract with NIHD as a staff physician. She provides direct patient care to the HMC program.

Stefan Schunk, MD – Internal Medicine/Hospitalist – Dr. Schunk is under contract with NIHD as a staff physician. He provides direct patient care to the HMC program.

Monica Mehrens, MD – Internal Medicine/Hospitalist – Dr. Mehrens is under contract with NIHD as a staff physician. She provides direct patient care to the HMC program.

Adam Jesionek, MD – Internal Medicine/Hospitalist – Dr. Jesionek is under contract with NIHD as a staff physician. He provides direct patient care to the HMC program.

GERIATRIC CONSULTATION:

Anne Wakamiya, MD – Internal Medicine/Geriatric – Dr. Wakamiya is under contract with NIHD as a staff physician. She provides direct patient care as a geriatric/memory consultation service.

BEHAVIORAL HEALTH:

Linda Christensen, LCSW - Psychology

Evelyn DeVilliers, Psychotherapy

Michelle Saenz, MFT - Psychology

PEDIATRIC: (Pediatric service line relocated to NIA Pediatrics August 2018)

SPECIALTY/TELEMEDICINE: (Specialty service line relocated to NIA Specialty clinic in 2021

Hours of Operation:

The primary care RHC clinic hours of operation are from 0800-1700 Monday through Saturday. The clinic is closed every Sunday and on holidays honored by NIHD policy. During hours of operation at least one provider staff member is in the clinic building.

The Women's clinic RHC hours of operation are from 0800-1600 Monday through Friday.

The Same Day service line hours of operation are from 0700-1800 Monday through Saturday.

Staffing of the clinic is prioritized to meet the demand for care whenever possible.

Performance Improvement:

Multiple performance improvement projects were launched or completed during the reporting period.

Kaizen/LEAN process efficiency project: In an effort to help standardization, eliminate waste and streamline efficient work processes across the NIHD outpatient clinics, the consultant firm SS International was hired to work with the RHC staff/providers. During their time at the RHC, many opportunities were identified and workflows adjusted. Specific improvements included patient room standardization, relocation of nurse's station, back office workstation installations, front desk workflow enhancements and point-of-care blood draws (see "RHC Efficiency Kaizen Event Report Out").

Patient Panelization: To offer faster access to providers by new patients to the practice in a fair and equitable manner to the providers, all patients are assigned to a primary care provider (PCP) in the EMR. This is the provider's "panel" of active patients. The panels are opened or closed to new patients depending on availability of the provider by metrics such as "third available appointment" or a maximum number of patients assigned to each provider based on their percentage of a full-time equivalent (FTE) provider. Panelization of all primary care patients to their PCP was well underway in Athena, but has faltered somewhat in the transition to Cerner. This effort will continue in the next reporting period.

Open Chart Review:

As per federal regulations, twelve random charts were selected and reviewed during this reporting period and determined to be complete according to the following requirements:

§ 491.10 Patient health records.

(a) ***Records system.***

(1) The clinic or center maintains a clinical record system in accordance with written policies and procedures.

(2) A designated member of the professional staff is responsible for maintaining the records and for insuring that they are completely and accurately documented, readily accessible, and systematically organized.

(3) For each patient receiving health care services, the clinic or center maintains a record that includes, as applicable:

(i) Identification and social data, evidence of consent forms, pertinent medical history, assessment of the health status and health care needs of the patient, and a brief summary of the episode, disposition, and instructions to the patient;

(ii) Reports of physical examinations, diagnostic and laboratory test results, and consultative findings;
(iii) All physician's orders, reports of treatments and medications, and other pertinent information necessary to monitor the patient's progress;
(iv) Signatures of the physician or other health care professional.

(b) ***Protection of record information.***
(1) The clinic or center maintains the confidentiality of record information and provides safeguards against loss, destruction or unauthorized use.
(2) Written policies and procedures govern the use and removal of records from the clinic or center and the conditions for release of information.
(3) The patient's written consent is required for release of information not authorized to be released without such consent.

(c) ***Retention of records.*** The records are retained for at least 6 years from date of last entry, and longer if required by State statute.

(Secs. 1102, 1833 and 1902(a)(13), Social Security Act; 49 Stat. 647, 91 Stat. 1485 (42 U.S.C. 1302, 13951 and 1396a(a)(13)))

[43 FR 30529, July 14, 1978. Redesignated at 50 FR 33034, Aug. 16, 1985, as amended at 57 FR 24984, June 12, 1992]

Critical Indicators: Per NIHD policy, RHC critical indicators for chart review were identified by hospital and clinical staff, forwarded to the physician provider (or supervising physician if APP) for completion of RHC Chart Review template. Critical indicators for this reporting period were as follows:

1. Upon request of the patient, patient's DPOA if patient lacks capacity, or staff
2. Any Unusual Occurrence Report (UOR)
3. Unexpected deaths of patients outside of the hospital
4. More than 1 hospital admission within 30 days, AND need identified by UR committee for outpatient review.
5. Documented specific procedure complication such as hemorrhage, infection, poor healing, impairment of body function to a level less than prior to the procedure and less than commonly expected as a result of the procedure.

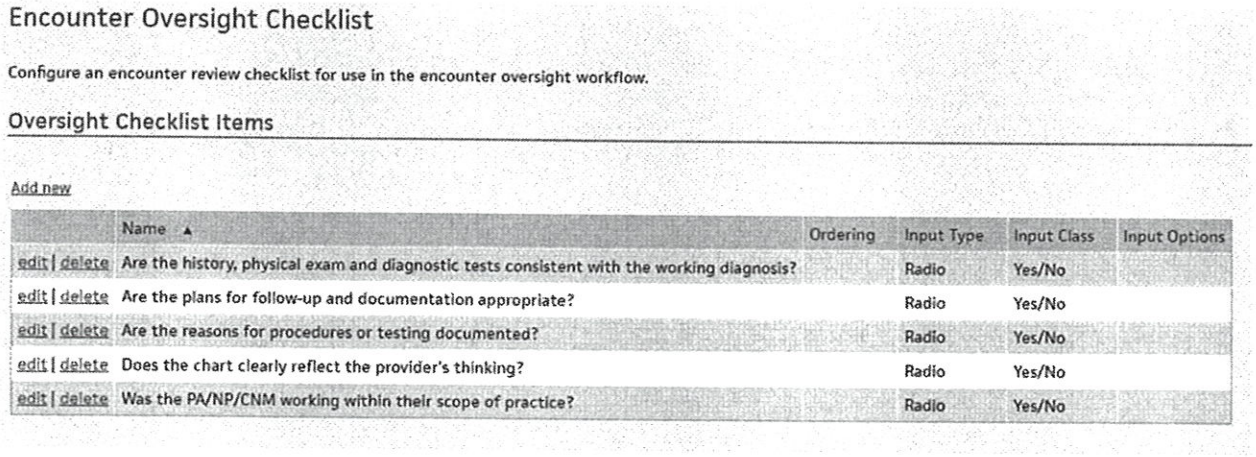
All critical indicated charts were reviewed by Medical Director and Medical Staff Office personnel. No charts selected by critical indicators fell out for secondary review at the Medicine/ICU Committee level. Chart review mechanisms (including identification of charts for review) will be developed for the Cerner during next reporting period.

APP Chart Review: Charts of APP reviewed by RHC supervising physicians from July 2019 – June 2021 showed no reportable deficiencies in 2044 charts. This included 5% chart review for Physician Assistants per CA state regulations. Charts were selected randomly and are representative of all APP. They include patients who have either died or left the practice subsequently.

APP reviewed	Charts reviewed
Dell	96
Drew	151

Figueroa	183
Fong	187
Joos	230
Klabacha	246
Malloy	239
Norris	145
Oneill	300
Starosta	91
Yolken	176
TOTAL	2044

The following checklist was used during the oversight review process by the supervising physician:



Encounter Oversight Checklist

Configure an encounter review checklist for use in the encounter oversight workflow.

Oversight Checklist Items

Add new

	Name ▲	Ordering	Input Type	Input Class	Input Options
edit | delete	Are the history, physical exam and diagnostic tests consistent with the working diagnosis?		Radio	Yes/No	
edit | delete	Are the plans for follow-up and documentation appropriate?		Radio	Yes/No	
edit | delete	Are the reasons for procedures or testing documented?		Radio	Yes/No	
edit | delete	Does the chart clearly reflect the provider's thinking?		Radio	Yes/No	
edit | delete	Was the PA/NP/CNM working within their scope of practice?		Radio	Yes/No	

Goals for FY2022

Opportunities for improvement in both system-wide and individual clinical workflows were identified for the next reporting period. Specifically:

1) *COVID-19/Pandemic response*: The RHC and the Car Clinic service line will continue to serve the needs of the community and District during the public health emergency. This service line is critical for early detection of viral surges, early treatment of infected patients, identifying positive cases for quarantine/isolation to prevent further spread, and return of workers to their employment quickly and safely. Highly engaged, flexible and nimble to respond, the car clinic providers will adapt to the changing environment as needed. Similarly, the entire staff will continue to support District COVID initiatives for education, outreach, vaccination and treatment options.
2) *Cerner integration*: Now on its THIRD electronic medical record since its inception, the RHC will be challenged to ensure continuity of care for its patients across three different data platforms. Challenges include veracity of data transferred to Cerner, capture of quality metrics and preventative care guidelines already completed and avoidance of losing track of expectations during transition. Accurate reporting within Cerner will require clinical informatics/IT involvement for some time.
3) *Survey readiness/regulatory compliance*: After many years of *paper* documentation for survey readiness by CDPH, the RHC has expanded greatly past the point of capacity of a paper system. An online depository/database (InQDocs) will be utilized to capture changing state/federal regulatory requirements for documentation and review of policies and protocols by all RHC staff. Compliance with rules of participation in the federal rural health program will be documented here for ease of surveyor inspection. The online service keeps the RHC compliant with the changing regulatory landscape and future-proofs leadership's ability to stay current. Several District staff members will complete the Certified RHC Professional training program to gain a better understanding of RHC-specific requirements.
4) *Physical plant expansion*: Unfortunately, the current physical plant is still sorely lacking in space for our community demand. The expansion plan for a new outpatient building fell through with the start of the COVID pandemic. We will continue to investigate options for optimal space utilization in the current physical plant (Mon-Sat, extended hours, staggered schedules) as well as advocate for a permanent new building structure for the future.
5) *Behavioral Health*: After resounding success after its initial launch in 2019, this service line will continue to grow and expand as space allows. As long as the pandemic-associated telemedicine benefits continue, outreach via telehealth will be critical to future successes. Support for in-person psychiatry will continue as able.
6) *MAT/Substance Abuse:* After its resounding success with community naloxone distribution, this service line will continue its efforts at preventing unintentional overdose deaths, harm reduction, stigma identification/reduction, and coordination with ED and community agencies. Initiatives for the future include a needle-exchange program, continued public outreach and education and leveraging grant funding opportunities for new program development, staffing and service line expansion. Continued focus on pain management updated guidelines from 2020 during the next report cycle.
7) *Directorship transition plan:* After 20+ years of developing and implementing District-led, community-focused leadership goals at the RHC, Dr Brown will be stepping down

from the Medical Director role in the next 1-2 years. A smooth transition plan will be created to allow continuity of leadership goals, direction and vision for the near and far future of the RHC.

In conclusion, the utilization of services at the RHC was appropriate for the patient population served by the Healthcare District and its residents. Established policies and procedures (vetted through the NIHD process and approved by the Board of Directors) are being followed at the RHC.

Reviewed by the following on this date, September 22, 2022

	Stacey Brown, MD	Medical Director
	Jannalyn Lawrence, RN	Clinical Operations Director
Teresa Weber	Teresa Weber	Clinic Manager
	Matt Irons, PA	APP Lead
	Joy Engblade, MD	Chief Medical Officer
	Jeff Brown, PharmD	Community Member

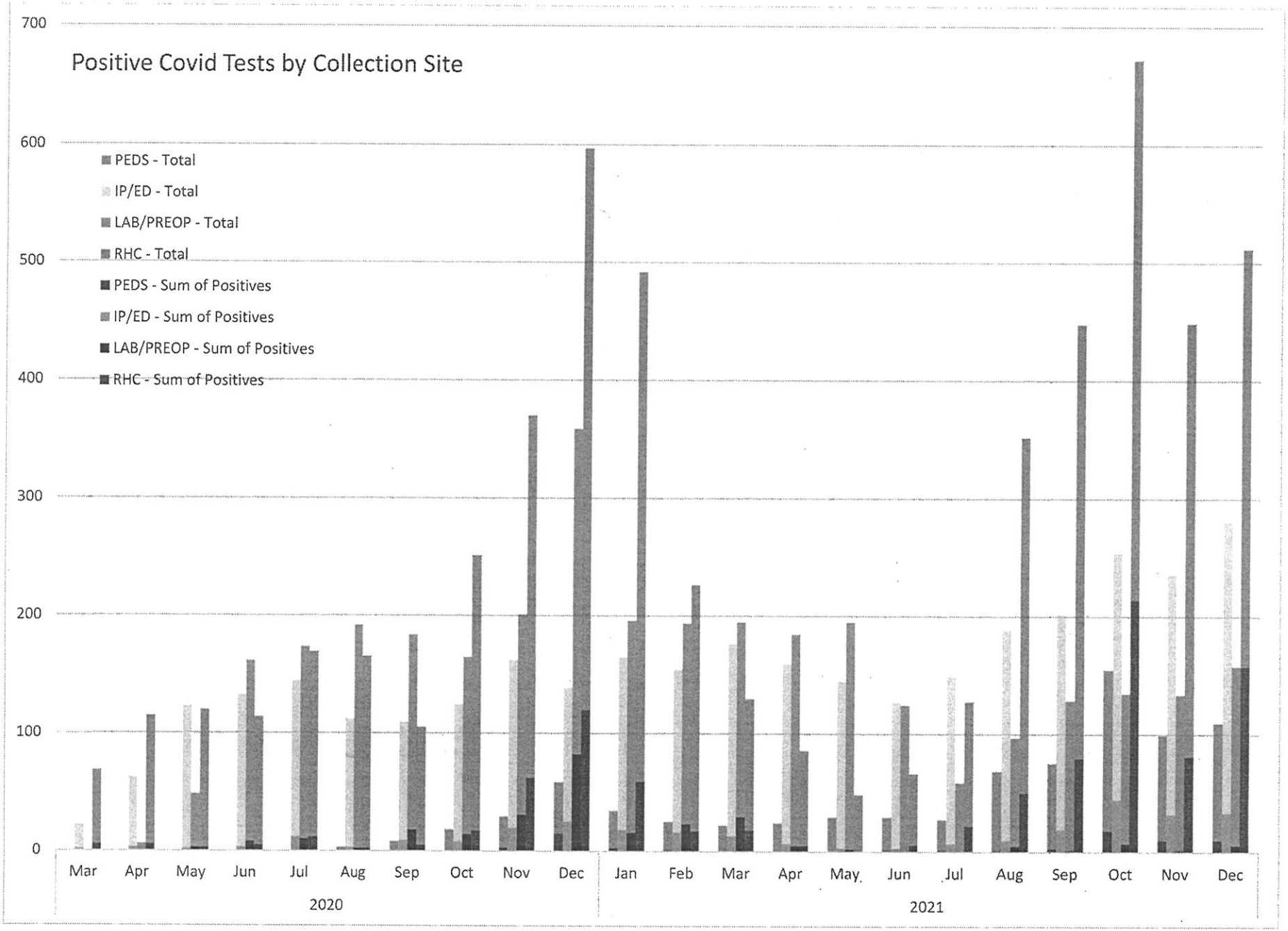

Positive Covid Tests by Collection Site
700
600
500
400
300
200
100
0
PEDS - Total
IP/ED - Total
LAB/PREOP - Total
RHC - Total
PEDS - Sum of Positives
IP/ED - Sum of Positives
LAB/PREOP - Sum of Positives
RHC - Sum of Positives
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2020
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
2021

Chart Selection Tool

Clinic Name: NIHD - RHC

Review Period: July 1, 2019 → June 30, 2021

Type of Review:

☒ **Physician Review of Charts** **Physician Reviewer** S-Brown

☒ **Quality Review of Charts** **Quality Reviewer:** S-Brown

Charts Selected for Review:

athena D

Cerner IN

#	Chart ID	DOS	Service Provider	Open Y or N	Closed Y or N	Review Completed
1	10101657	3/16/19	Brown		Y	SB
2	100 94968	8/13/19	Drew		Y	SB
3	10099672	2/21/20	Boo		Y	SB
4	10094527	5/22/20	Fong		Y	SB
5	10076301	10/19/20	Klabacha		Y	SB
6	10069210	12/28/20	Gasior		Y	SB
7	303295	5/24/21	Sharma		Y	SB
8	304409	5/27/21	Brown		Y	SB
9	306148	6/3/21	Joos		Y	SB
10	309581	4/13/21	Brieske		Y	SB
11	303758	5/28/21	Boo		Y	SB
12	302810	5/24/21	Yolken		Y	SB

☐ After reviewing the criteria for defining and identifying closed charts, no closed charts could be found to be included in the sample for the review period.

Signature: [signature] Date: 6/30/21

"closed" chart reviews for "completeness"

Our Mission...

Improving our communities,

one life at a time.

One Team. One Goal.

Your Health!

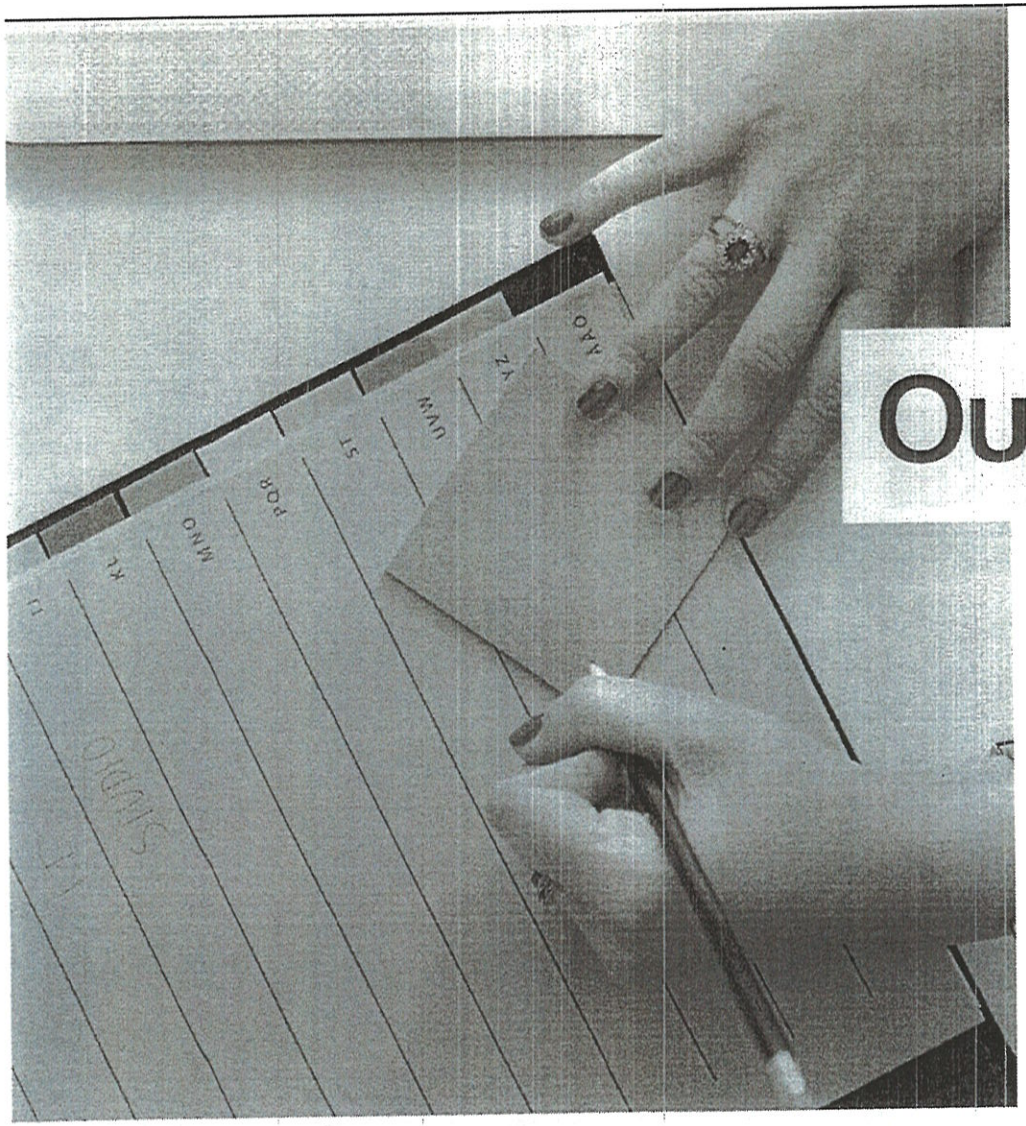
Rural Health Clinic Efficiency

October 2nd, 2020

Kaizen Event Report Out

NORTHERN INYO HEALTHCARE DISTRICT

One Team. One Goal. Your Health.



Our Vision

Northern Inyo Healthcare District will be known throughout the Eastern Sierra Region for providing high quality, comprehensive care in the most patient friendly way, both locally and in coordination with trusted regional partners.

Problem Statement:

The RHC is experiencing inefficiencies in workflows, resulting in lost productivity, loss of revenue, staff and provider frustration, and long patient wait times.

Expected Benefits:

- Improved patient experience
- Increased revenue from copay collection
- Increased clinic capacity

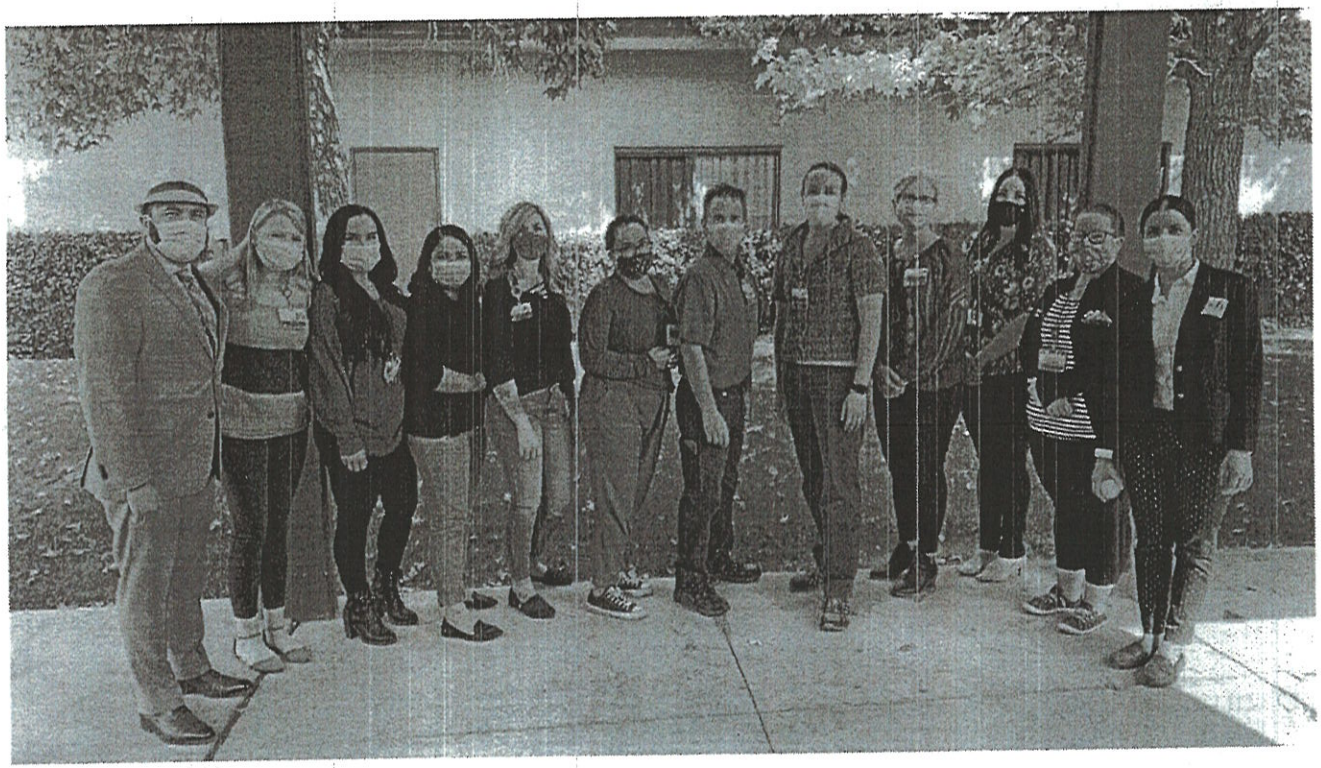
Outcome Goal:

To eliminate waste, improve patient flow, and streamline staff workflows in order to optimize patient value in the RHC by December 2020.

Objectives / The "How":

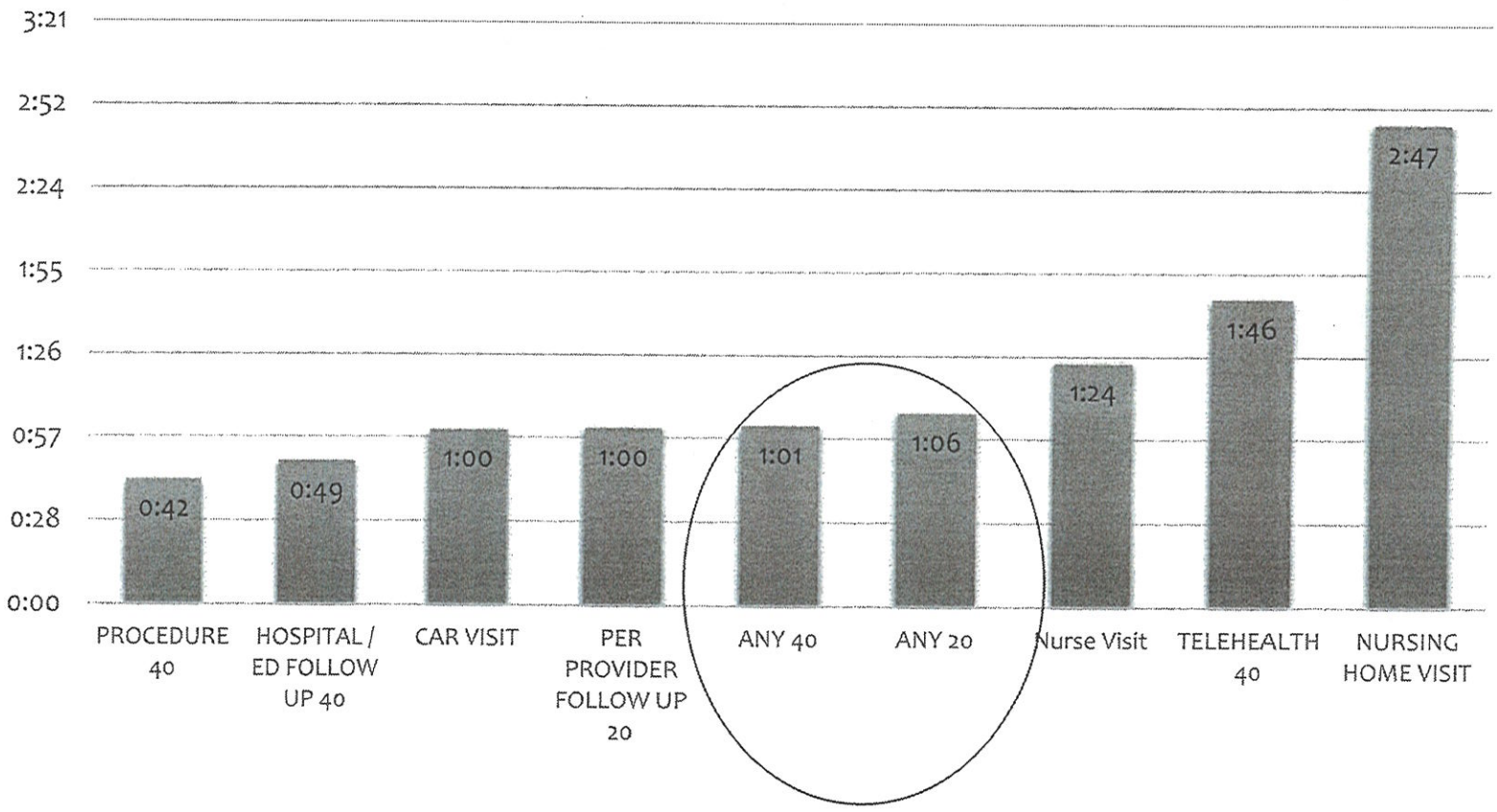
- Reduce average visit duration (Check-in to Check-out)
  - 20 min appts from 66 to 40 min
  - 40 min appts from 62 to 60 min
- Increase time of service copay collection
- Improve patient prep process

Kaizen Team



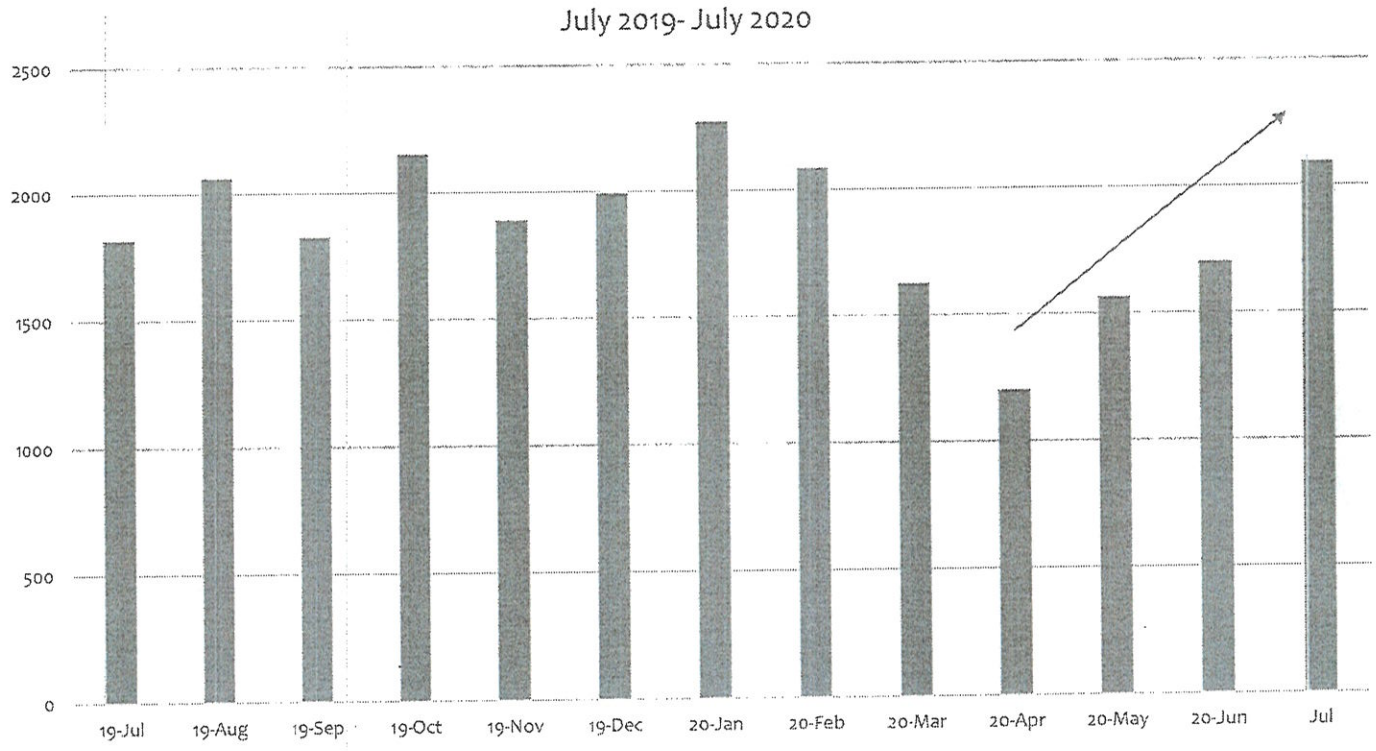
- Isabel Landaverde
- Elizabeth Esparza
- Ellen Bartlett
- Veronica Gonzalez
- Jessica Nichols
- Stacey Brown, MD
- Jen Joos
- Amanda Santana
- Karen Pettet
- Janice Jackson

Average Lead Time (Check-in to Check-out) by Appointment Type



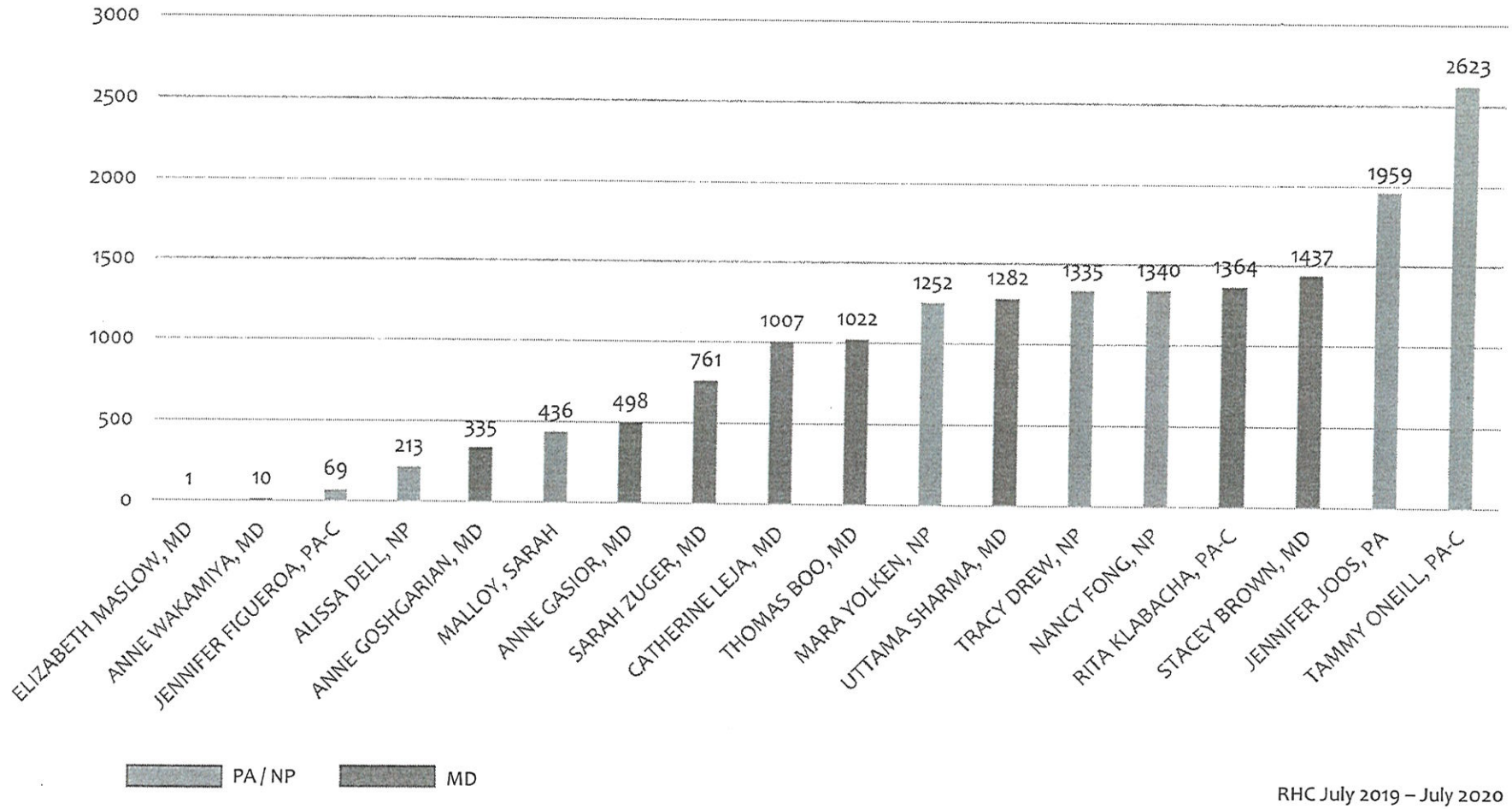
RHC April – July 2020

Patient Encounter Volume



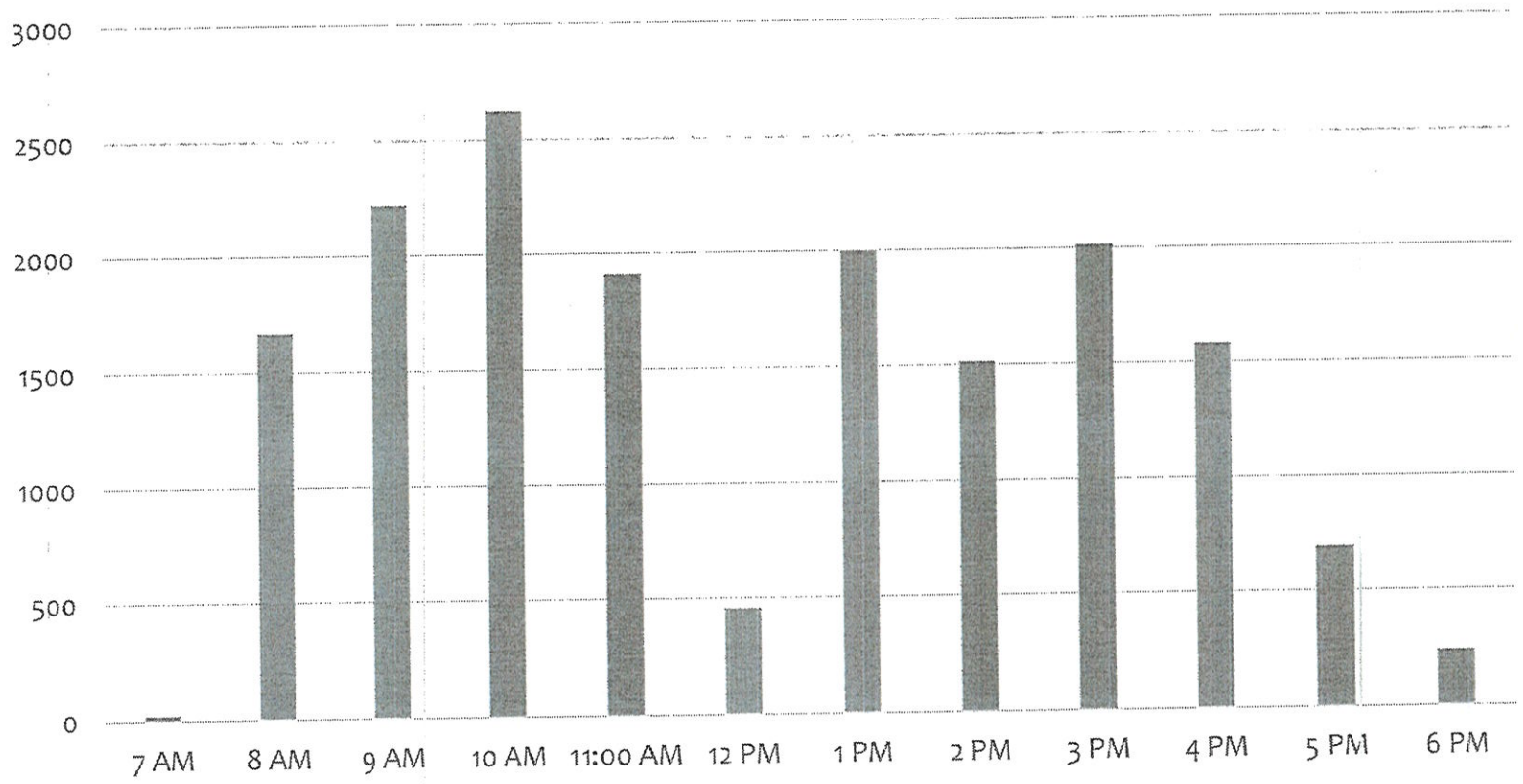
12 month volume: 22,452

Annual Volume by Provider



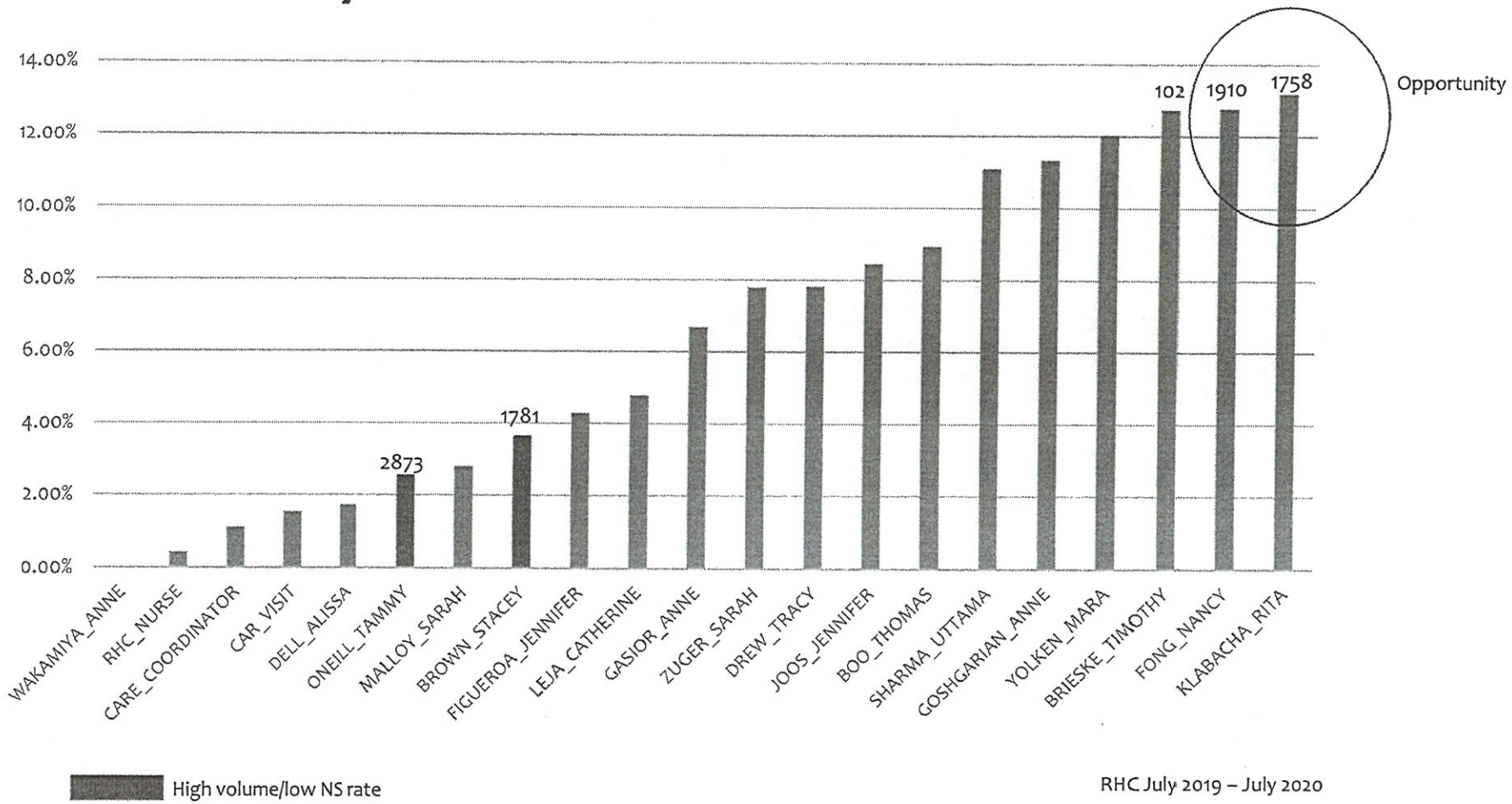
RHC July 2019 – July 2020

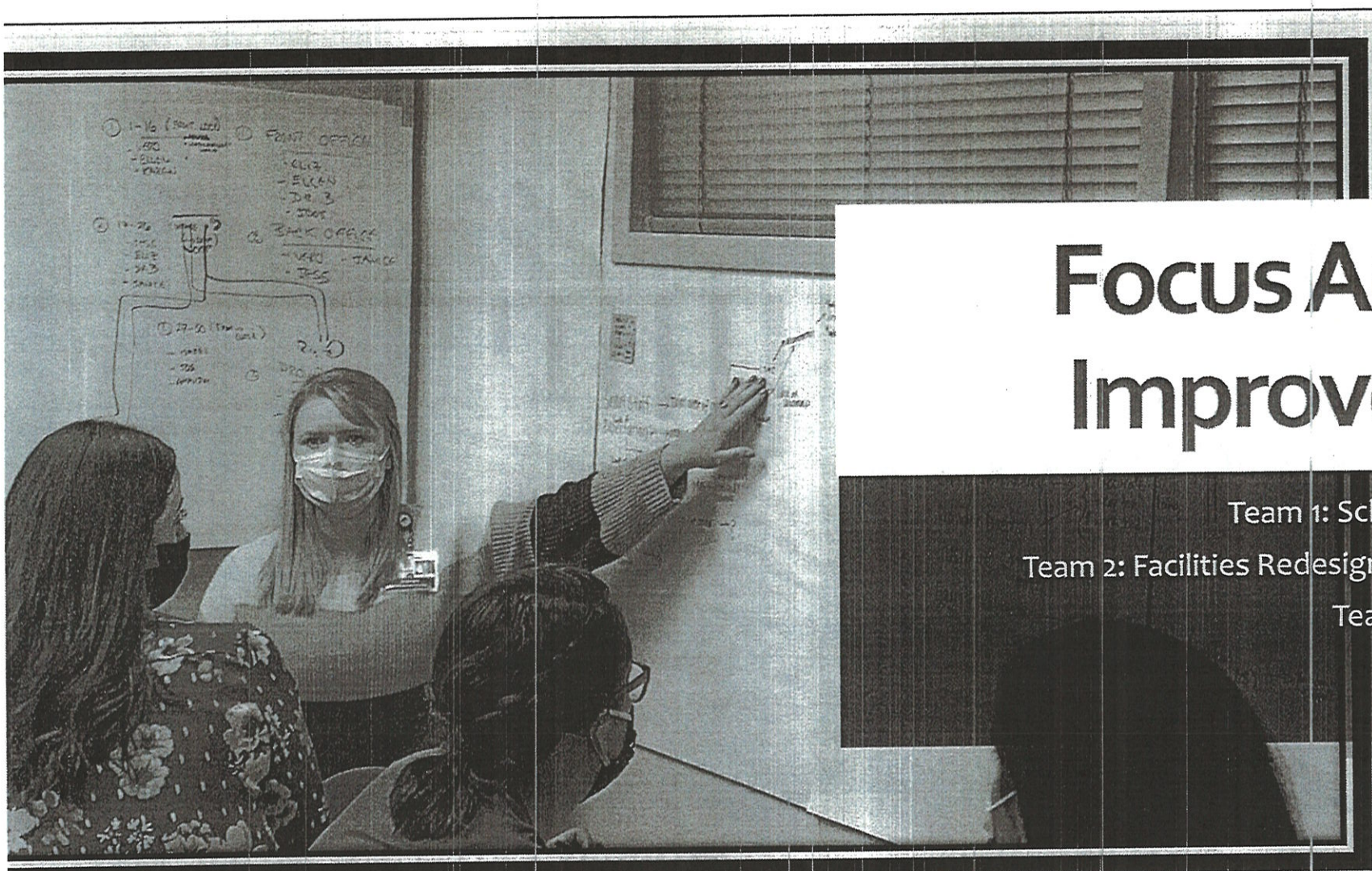
Patient Volume by Time of Day



RHC April -- July 2020

No Show Rate by Provider





Focus Areas of Improvement

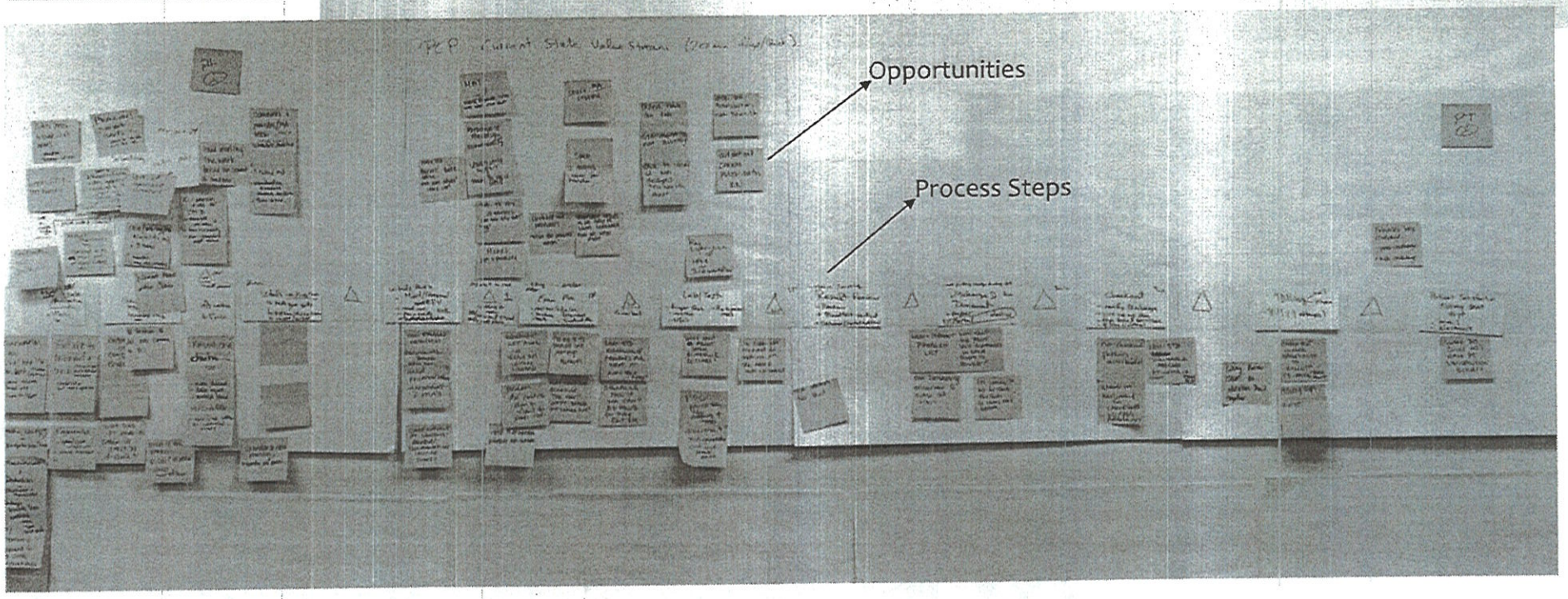
Team 1: Scheduling to Check-in

Team 2: Facilities Redesign and Check-in/Vitals

Team 3: Exam to Billing

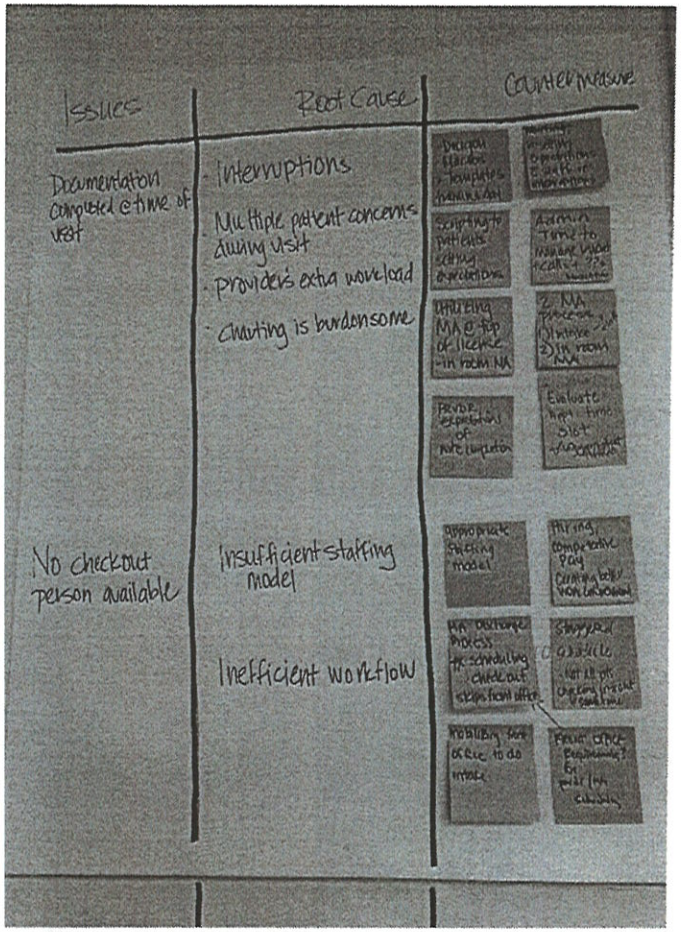
Team in Action

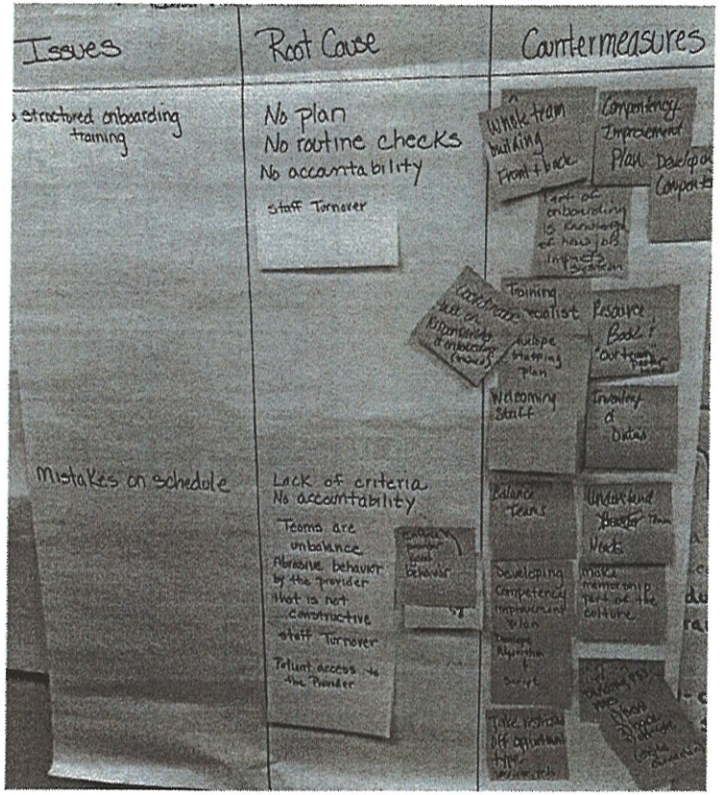
Current State Value Stream Map

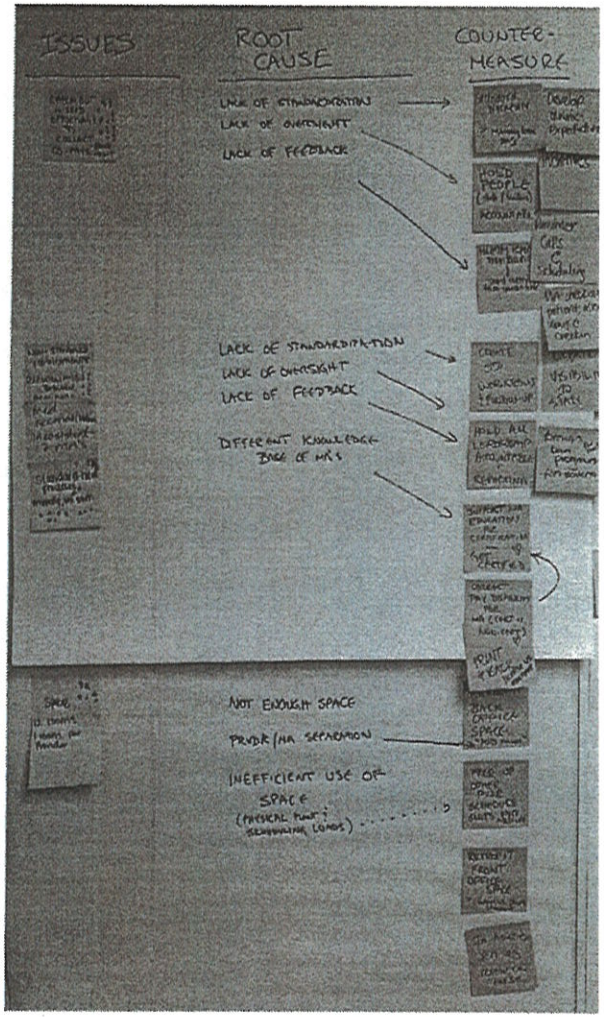


62 Opportunities Identified

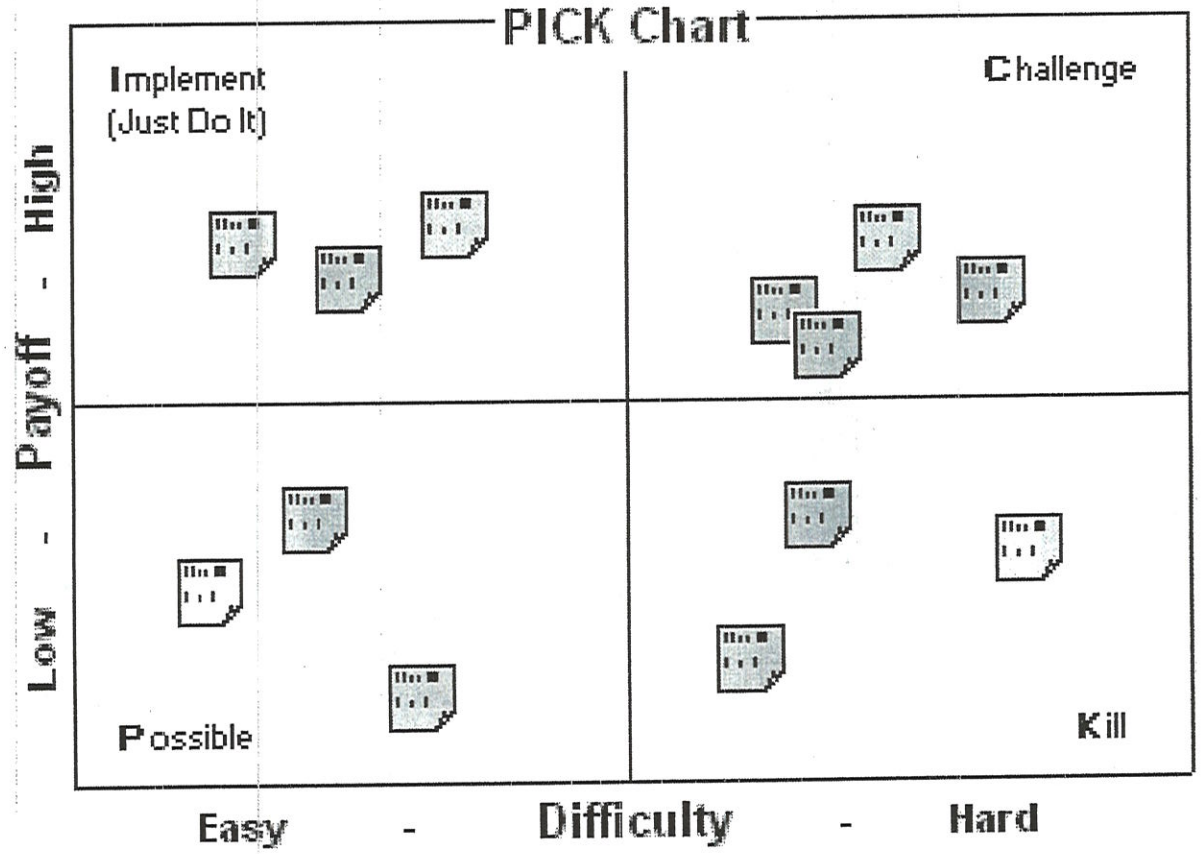
54 Countermeasures Identified and Prioritized







PICK Chart – Countermeasures Prioritized by Effort and Impact



Countermeasures – Scheduling to Check-in (Team 1)

If we… (countermeasure)	Then we… (expected outcome)	
Create a receptionist skill matrix with a self-assessment	Can monitor progress and develop their competencies, increase job satisfaction (reduce turnover)	✓
Embed a Financial Counselor / Billing Specialist / Patient Navigator in the clinic	Can help patients explore financial options, educate staff on billing, remove barriers, and identify opportunities for accurate coding/billing	
Create a phone script for front office	Reduce time spent on phone and improve patient experience	✓
Create case routing cheat sheet for receptionists (which calls go to MA vs. RN)	Reduce unnecessary steps back and forth, reduce time spent on phone	✓
Provide Admissions resource that receptionists can call when there are questions re: insurance	Increase receptionists' knowledge and competence, reduce time spent resolving insurance issues	✓
Divide RN roles	Provide clarity on who to go to for specific issues	✓
Make an electronic version of the RHC Guidelines on Scheduling book	Resources are more accessible, get to answers faster	

Countermeasures – Facility Redesign and Visit Workflow (Team 2)

If we… (countermeasure)	Then we… (expected outcome)	
Move height machine and weight scale from hall to exam room	Reduce patient and MA steps / time to prep patient for exam by 1.5 minutes	✓
Remove extra wall bin in exam rooms	Reduce clutter and create more sitting space for patient	✓
Repurpose underutilized supply drawers	Optimize storage capacity	
Move phlebotomy to point of care, done by MA (vs. patient going to lab) for provider visits	Reduce patient steps, saving several days or weeks of patient waiting for lab, increase patient privacy, won't burden scheduling dept to schedule lab appt (reduces call volume), expand MA staff's skillset (growth opportunity)	✓
Conduct vitals in exam room (vs. in waiting room)	Improve patient experience, more space in waiting room and nursing station (eliminate carts), reduce MA motion waste	✓
Swap out fridge in med room with a smaller one	Free up space	
Clean out supply closet	Eliminate over-ordering of supplies (i.e., catheters), free up shelf space, create standardized inventory list, move supplies for optimal ergonomics, send supplies back to vendor or donate (sterile field, catheters, nose plugs, diapers)	✓

Countermeasures – cont'd

If we… (countermeasure)	Then we… (expected outcome)
Develop script for co-pay collection	Increase staff competency and confidence in collecting copays at time of service
Move location of nurses closer to point of service	Reduce redundant steps and time to address patient needs

Countermeasures – Exam to Billing (Team 3)

If we… (countermeasure)	Then we… (expected outcome)	
Utilize Dragon, macros, templates, and a training day	Make it easier to complete documentation at time of visit	
Create scripting with patients to set visit expectations (You get an entire 15 min with provider…)	Increase mindfulness of staying with the allotted visit time, increasing capacity to complete documentation and patient satisfaction	✓
Reset expectations with staff re: interruptions and using Athena texts	Provide uninterrupted time for providers to focus on completing documentation and RNs work at top of licensure	✓
Shift check-out step from receptionist to MA after visit (including discharge paperwork, scheduling f/u appt, coordinating additional diagnostic studies)	Eliminate redundant step, free up receptionist to focus on checking patients in and calls, reduce patient wait time at check-out, and increase likelihood of scheduling appropriate appt type, provides opportunity to check for charge drop	✓
Review day-end Athena report on missing charges	MA can catch them early and remind provider to drop the charges at end of day, and improve charge capture	✓
Have receptionist room patient (vs. MA)	Reduce patient wait time, free up MA time to focus on patient care	

Lab and Other Improvement Opportunities

- Sodium Citrate blue top tubes (~$22/50 tubes) – over order every month (order 100, need 2-5) which expire every 2 months
  - Increases risk for patient to do a re-draw if expired tube is used
  - New process – rotate tubes every month
- Surgery dept – bring back expired supplies to lab
  - Need to return to lab a month before expiration (so they can be used) (Blood draw tubes - $15-20/50 tubes)
- Electronic orders – Print out the electronic order in Athena for Registration, then scan it in and shred it
  - Opportunity to eliminate printing and extra steps
- Get faxed lab and radiology orders in Phlebotomy, refax to Registration, then shred
  - New Process: Contact MDs and request they redirect to central registration (will save lab staff 15 minutes/day and reduce patient care delays)
- Providers not putting in the correct code for lab order, causing patients to pay out of pocket or canceling their order
- Reduce lab test write offs due to coding errors
  - Suggestion – Lab to audit accounts and hold staff accountable (if provider doesn't provide correct code, billing/coding writes off as missed ABN)
  - Conduct monthly 30 min huddle between lab and billing
  - Run report and f/u with providers with most coding errors/missing codes

Before and After – Front Desk Enhancements

RHC Receptionist Skill Matrix

Task Description	Shiloh- 8 months	Dominic - almost 2 years	Alicia - 1 year	Katie - 9 days	Brittany - 9 days	Alex	Jessica - 8 months	Annie - 10 months
Top Priority								
Pre Registration	◕	◕	◕	○	◔	○	●	◕
Check In RHC	◕	◕	◑	◑	◔	○	●	◑
Collecting Copay	●	◕	◕	○	◔	○	◕	○
Scanning	◑	◕	◑	◕	◔	○	●	○
Ticker List	◕	◕	◕	◑	◔	○	◑	◑
Wait List	◕	◕	◕	○	◔	○	◕	◑
Buckets	◕	◕	◑	◔	◑	○	●	◕
Reminder Calls	●	◕	◕	◕	●	○	●	●
Labeling / Print Labels	◕	◕	◑	◔	◕	○	●	◑
Record Requests	◑	◕	◕	○	◕	○	●	◑
Patient Items Pick Up	◕	◕	◕	◑	◑	○	◕	◔
Sanitizing Stations	●	●	◕	◕	●	○	●	◕
DMV Procedure	◑	◕	◕	◔	◑	○	●	◑
Charity Care								
Opening Clinic	●	◕	◔	○	○	○	◑	◕
Closing Clinic	●	◕	◕	●	●	○	●	◑

RHC Phone Greeting:

"Rural Health Clinic this _____ who do I have the pleasure of speaking with?"

(Goal is to have the patient give you name and DOB right away.)

If no initial Name & DOB, use following script:

"Are you calling about yourself or someone else?"

Self- "Can I get your Name and DOB?"

Other-"Can I get (SOMEONE ELSE) Name and DOB?"

RHC Phone Info. Verification Process:

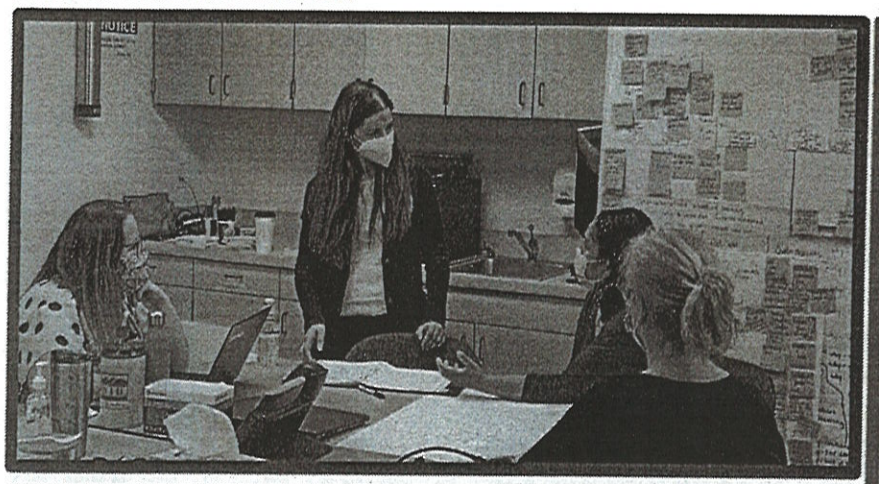
Verify information – Address, Phone #, Insurance, etc...

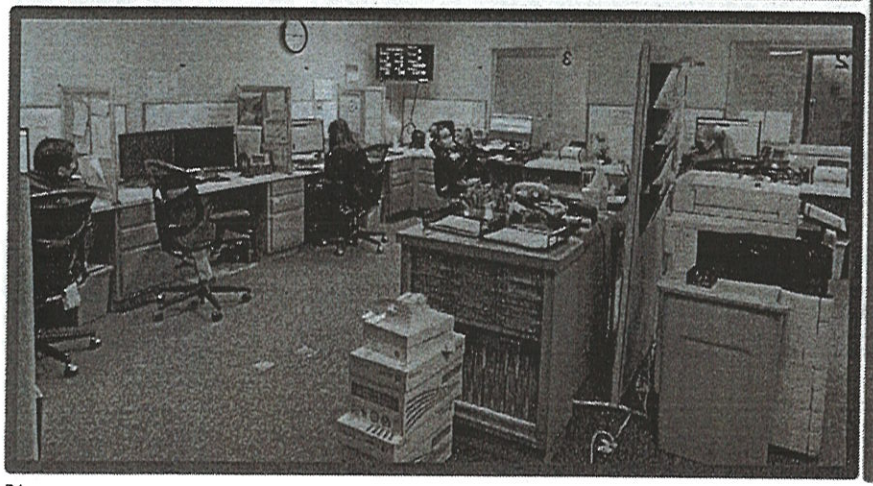
(Goal is to make Pre-Reg process and Check-in process easier)

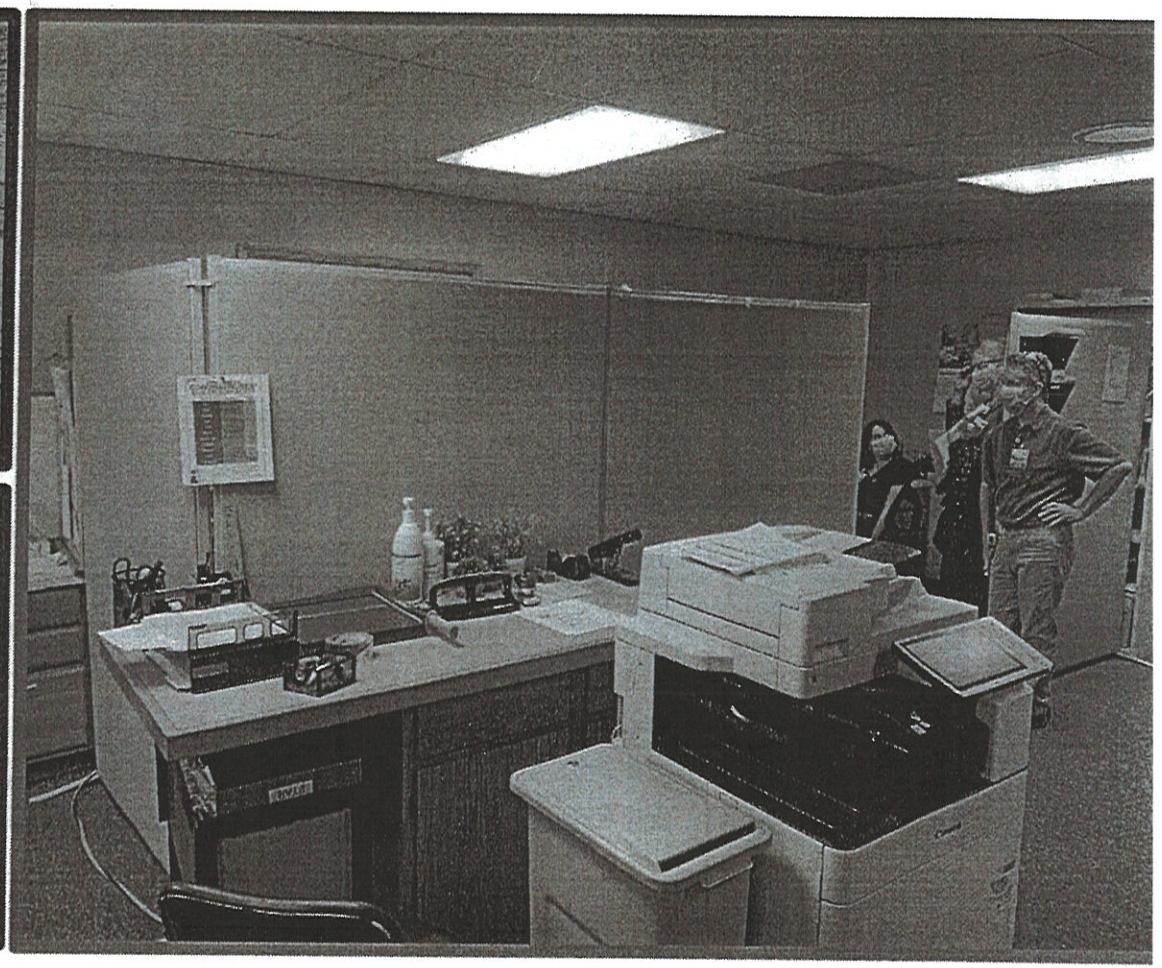
Script: "Before I schedule your appointment, I need to verify you Information?"

Script: "Before I transfer you to the nurse, I need to

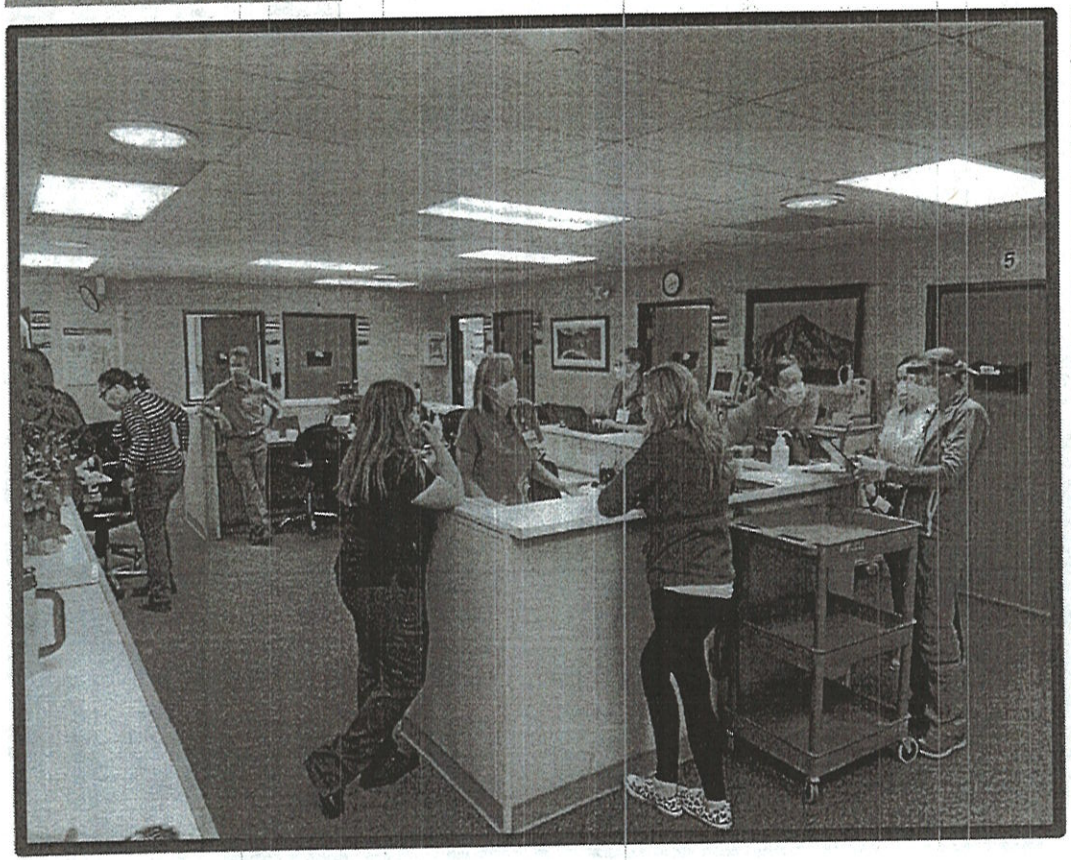
Before and After – Nursing Relocation



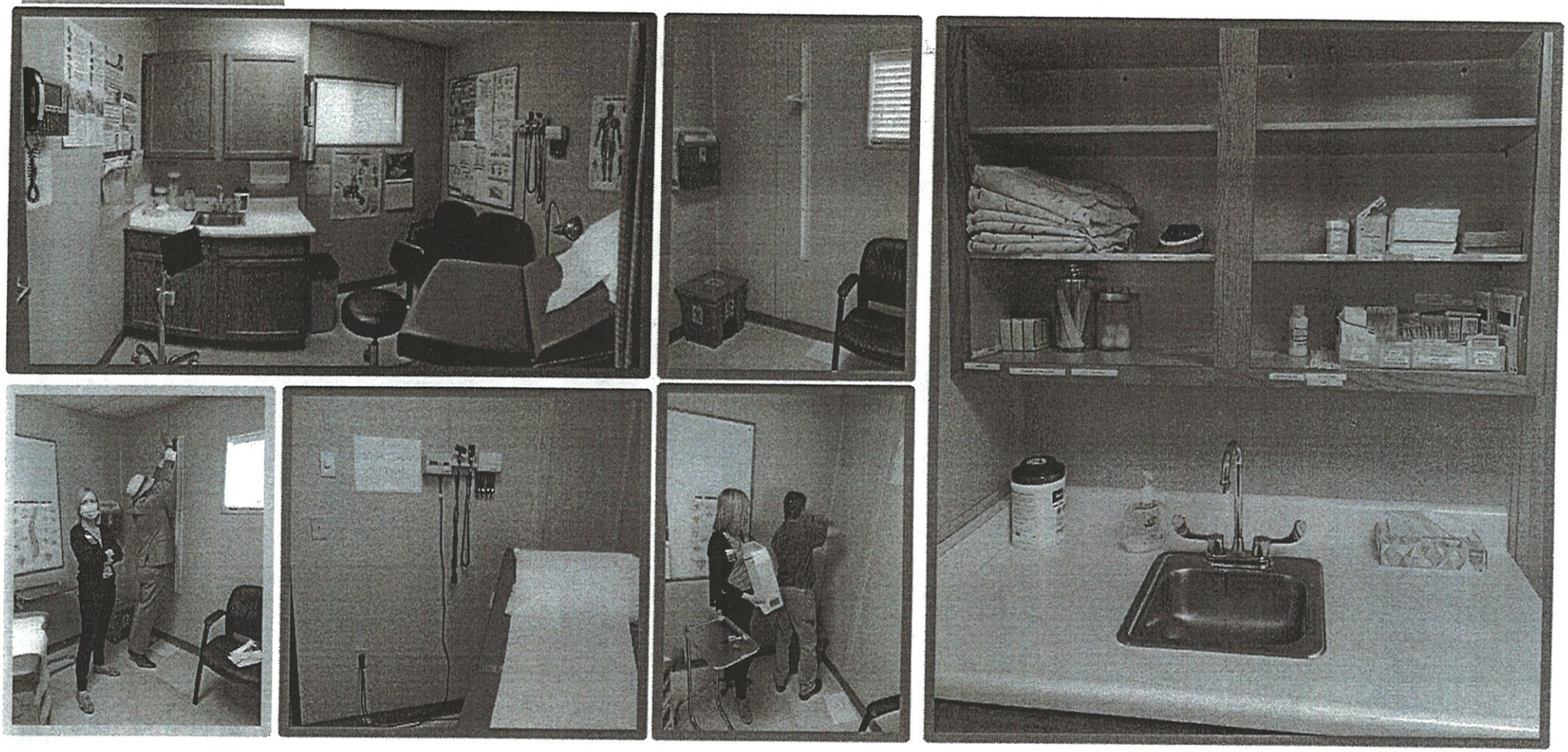




Before and After – Pod Design

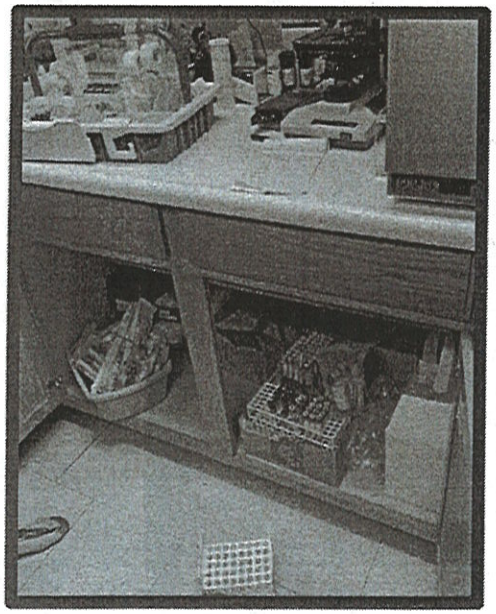


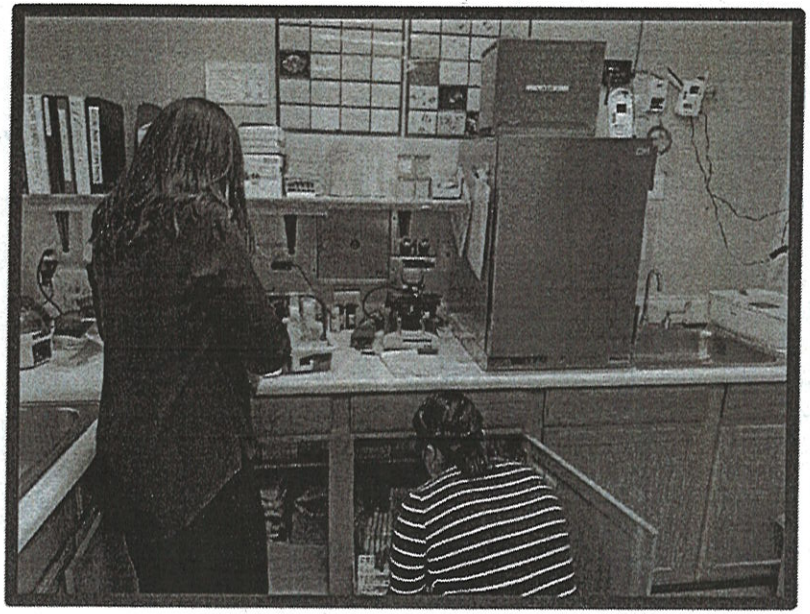
Before and After – Exam Room Redesign

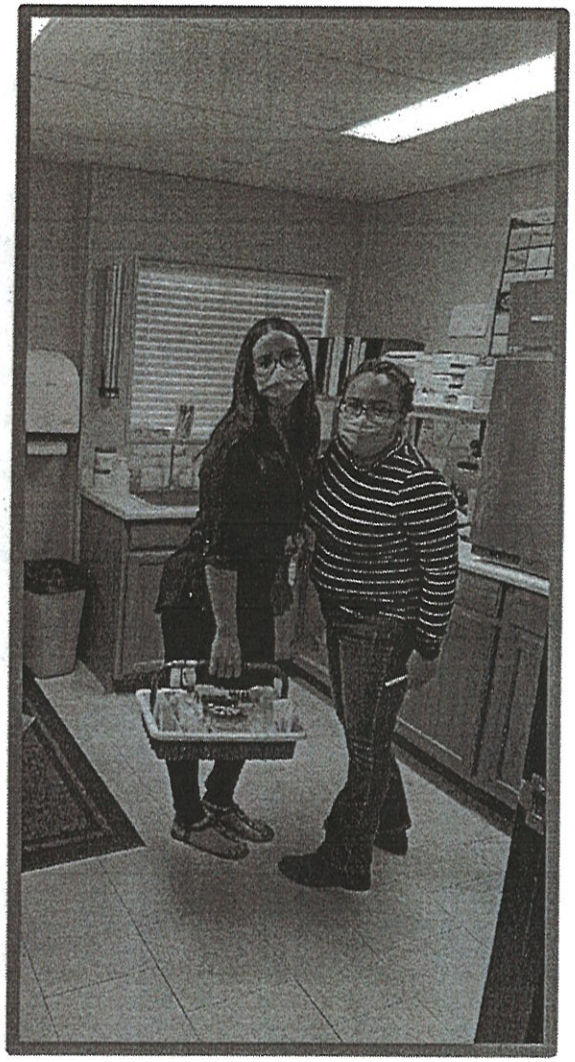


Before and After – Supply Room

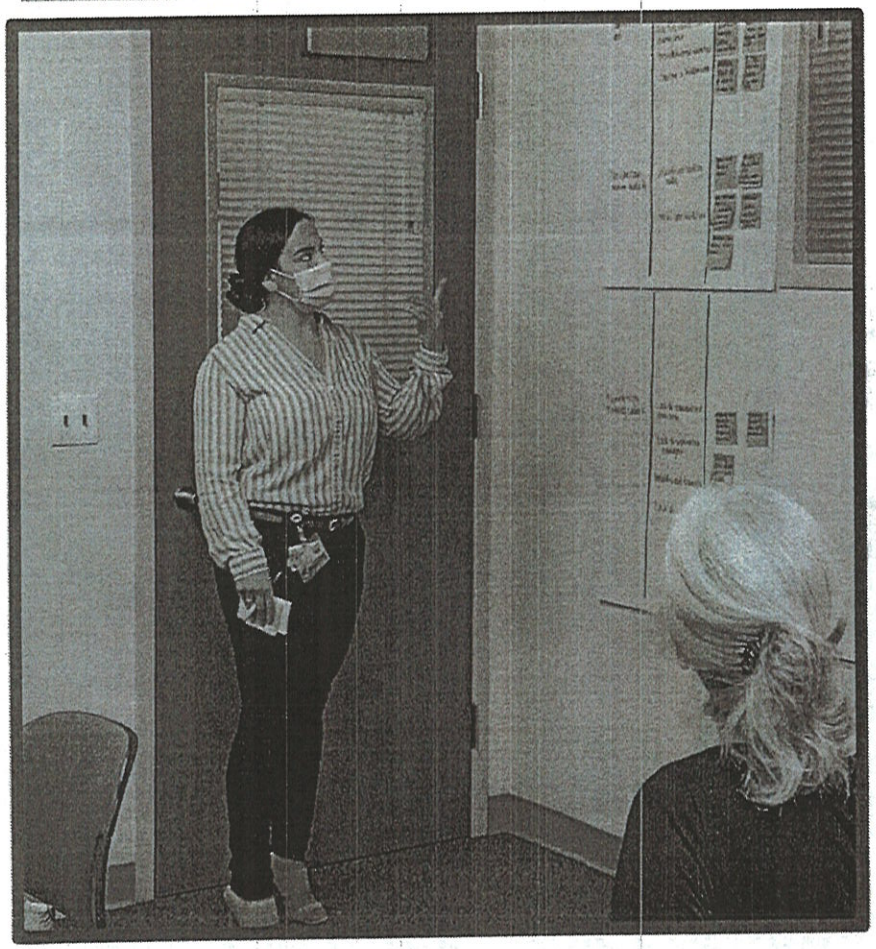
Before and After – Point of Service Lab Draw

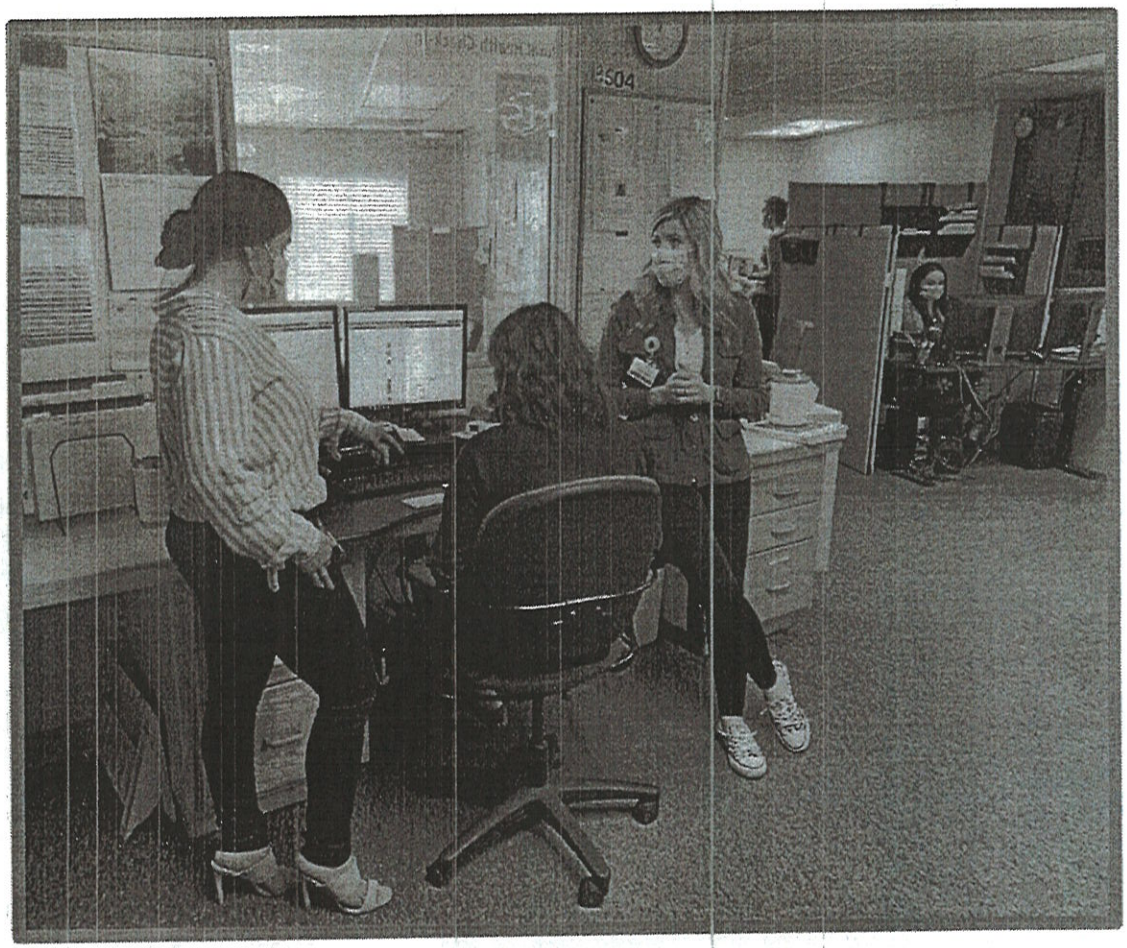




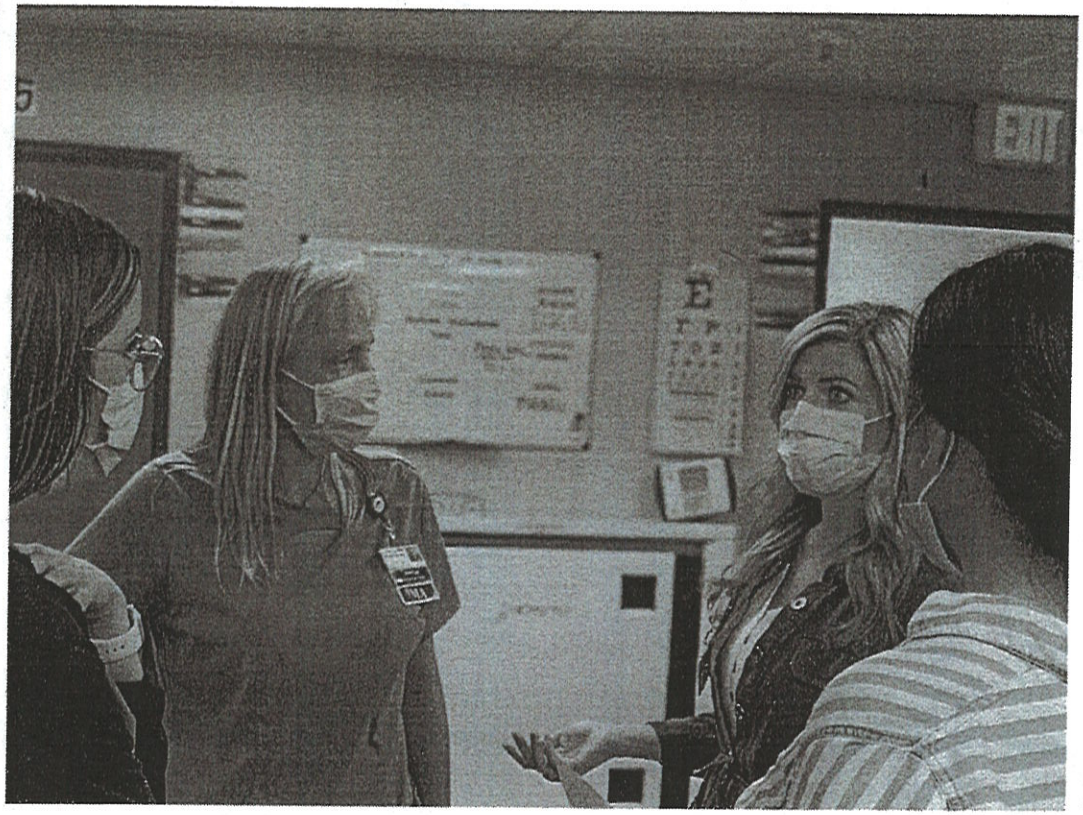


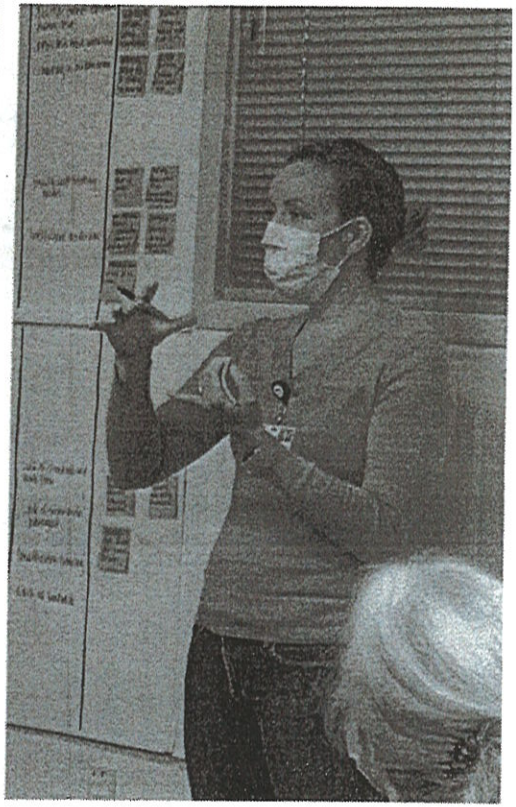
Before and After – Rooming Process Change

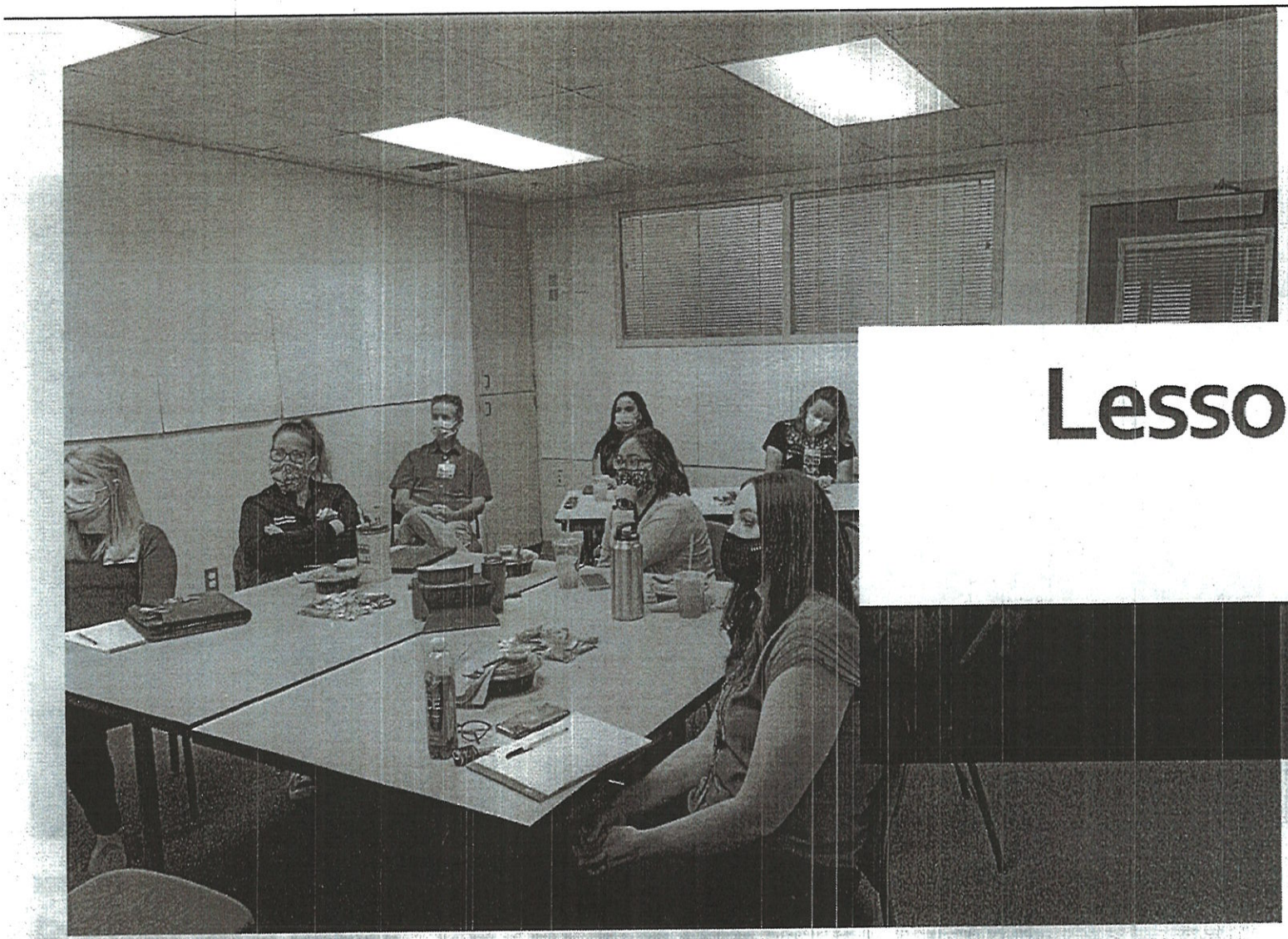




Before and After – Check-out Process Change







Lessons Learns

Team Reflection

Next Steps

< 30 days

- Review Kaizen Action Plan – Next Tuesday with each individual team
- Kaizen Team Huddles weekly – on completion of action items starting next week
- Set plan to complete unaddressed items
- Setup Huddle board and measuring improvement in 3 weeks
- Establish Executive coaching one-on-ones

30 days

- Facility Structural changes and equipment purchases

60 – 90 days

- Spread changes to other clinics
- Begin Tiered Huddles

Lessons Learned

Pluses / Aha Moments

- Great team work this week
- Lots of great ideas brainstormed
- Lack of standardization was a common theme
- Team's willingness to change
- Motivation to make changes increased as benefits were seen
- Empowered to make changes
- Support from Leadership was critical this week
- Seeing ideas come to fruition
- Made lots of changes in a few days
- Low hanging fruit – high impact/ low effort changes made…realized several quick wins

Deltas

- You don't know what you don't know
- Change is difficult
- Change is too slow
- Change is too fast


Thank You

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

Date: 09/26/2022

Title: **NEW FOUNDATION BOARD MEMBER APPROVAL**

Synopsis: It is recommended that the Board of Directors vote to approve a new Foundation board member nominated by the current membership of the Foundation board. Please review her background sheet for insight into her credentials to serve on the Foundation.

Prepared by: Greg Bissonette, Foundation Executive Director

Approved by: Kelli Davis
Kelli Davis, CEO

Center *for*
Nonprofit Leadership
at ADELPHI UNIVERSITY
School of Social Work

Form for Prospective Board Candidates

Name of Prospective Member Sarah Lavrar Freundt

Address 1320 N Main St

City Bishop State CA Zip 93514

Phone (559)593-2155 (home); (760)872-1505 (office)

E-mail dfreundt.sfreundt@gobmio.com

Occupation self employed

Organization Freundt Enterprises, Inc dba Grocery Outlet of Bishop Position President/Owner

Areas of Expertise (please check all that apply)

x Business/Corporate	____Human Resources
____Education	____Legal
____Financial Management	x Public Relations/Marketing
X Fundraising	____Non-Profit management
____Government	____Philanthropic community
____Health Services	____Volunteer Management

Other areas of expertise/skills:

My business provides me with a unique community perspective and connection with many of the individuals whose health and well-being rest directly on the shoulders of this organization.

Special Interests/Hobbies:

Enjoying the amazing sights and sounds of the Eastern Sierra. Hiking, birding, hitting the trail with my dogs.

Membership in Association, Service or Social Clubs (include offices held & committees):

Bishop Volunteer Fire Department Auxiliary-Current Member

VFW Post 8988 Auxiliary-Membership Pending

Other Board Experience:

Bishop Chamber of Commerce and Visitor's Bureau-Current Board President

Eastern Sierra Cancer Alliance-Current Board Member

Eastern Sierra Tri-County Fair Board-Membership Pending

Other Volunteer Service:

I am an active community volunteer with many organizations both personally and via my business. Examples: Lyons, Salvation Army, Millpond Festival, Fairground Events, Food Drives, I try to assist whenever and wherever possible.

Reasons why you are seeking to become a board member:

I am hoping to use my skill set and time to support the NIH Hospital Foundation Board's Mission.

Current interest and/or involvement in our organization:

I am loosely involved in the organization via a number of Board Members who utilize my time and resources when necessary.

Date Sept. 12, 2022

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

Date: October 4, 2022

Title: **District Telephone System Update**

Synopsis: When a patient receives a call from the District, the caller ID shows "Northern Inyo Healthcare District. Information Technology Services (ITS) will provide an update on caller identification options/limitations.

Approved by: Kelli Davis
Kelli Davis
CEO

Phase I of a larger Phone project

- Clinic caller ID corrections and phone tree standardization

Clinic Name	Phone Number	Caller ID (current)	Caller Id Requested
RHC Clinic	760-873-2849	NIHD RHC	NIHD RHC
RHC-Women's Clinic	760-873-2602	NIHD RURAL HEAL	NIHD WOMENS
Ortho Clinic	760-873-2605	SIERRA CREST OR	NIHD ORTHO
Surgery Clinic	760-872-1606	NIHD SURGERY CL	NIHD SURGERY
Peds Clinic	760-873-6373	BISHOP PEDIATRI	NIHD PEDIATRICS
Virtual Care Clinic	760-873-2075	NORTHERN INYO H	NIHD VIRTUAL
Internal Medicine Clinic	760-873-2808	7608732808	NIHD INT MED
Specialty Clinic	760-873-2080	NORTHERN INYO H	NIHD SPECIALTY

- Phone numbers now show up correctly when calls are received. *This was tested by multiple staff getting calls on their cell phones.

- The next steps are to submit a ticket to Frontier to change the caller ID text for each number

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

Medical Staff Office
(760) 873-2174 voice
(760) 873-2130 fax

TO: NIHD Board of Directors
FROM: Sierra Bourne, MD, Chief of Medical Staff
DATE: October 4, 2022
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 (*action item*)
    1. *Medical Direction RHC*
    2. *New Line of Service Implementation*

B. Medical Executive Committee Meeting Report (*information item*)

NORTHERN INYO HEALTHCARE DISTRICT
CLINICAL POLICY AND PROCEDURE

Title: Medical Direction RHC		
Owner: Medical Director RHC	Department: Medical Staff	
Scope: Rural Health Clinic, Medical Staff		
Date Last Modified: 09/23/2022	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 08/01/2001	

PURPOSE: To clarify the role and responsibility of the Medical Director of the Northern Inyo Hospital Rural Health Clinic (NIH RHC).

POLICY:
The NIH RHC will have a physician designated as the Medical Director who maintains a current California Medical License.

All patients with illnesses or injuries requesting medical attention will be seen and receive proper medical evaluation, the necessary treatment, and disposition consistent with current standards of medical practice regardless of his/her condition or financial status. Patients with emergency medical conditions or in active labor will be stabilized to the best of the capabilities of NIH RHC and transported to Northern Inyo Healthcare District (NIHD) when indicated for a higher level of care.
The necessary complement of personnel, facilities, and equipment will be maintained during the NIH RHC operating hours.

PROCEDURES:

1. The Medical Director is responsible for **Medical Supervision** of the RHC.
    A. The Medical Director or designated physician provider(s) shall handle all problems concerning medical patient management, which are beyond the scope and capabilities of the Advanced Practice Providers (APP).
    B. The Medical Director or their designee has the following responsibilities:
        1. Be immediately available on a routine basis and receive reports on the patients by APPs on duty as necessary.
        2. Review charts as indicated for supervision of appropriate care to NIH RHC patients.
        3. To participate in the NIHD Outpatient Medicine Committee as a voting member, attending meetings on a regular basis.
            a. The Committee meets at least quarterly.
            b. NIHD Outpatient Medicine Committee is responsible for developing and approving policies and procedures for the RHC.
            c. Reviews and recommends purchase of new equipment.
            d. Reviews NIH RHC charts as delegated by Outpatient Medicine Chief, that fall into Outpatient Medicine "critical indicators"
2. The NIH RHC Medical Director is responsible for **Medical Direction** of the RHC.

A. The Medical Director, or designee, will collaborate with the Clinic Manager for scheduling of all physicians and APPs, so that coverage is maintained during operating hours.

B. The Medical Director shall:

1. Direct and be responsible for the professional medical care rendered by the Physicians and the APP's at the RHC.
2. Be available for consultation with the Director of Outpatient Clinics, Primary Care Practice Manager, Specialty Care Practice Manager, and other members of the staff.
3. Assist in formulating and enforcing policies and objectives.
4. Develop and enforce medical policies and procedures. Respond to patient complaints involving medical care within the RHC.
5. Evaluate equipment before purchase.
6. Assist in assuring compliance of RHC with all state, federal and accrediting body standards.
7. Assist in providing and coordinating educational opportunities for the various disciplines within the RHC.
8. Ensure the appropriate consultations and referrals are obtained on patients admitted to the RHC.
9. Coordinate the implementation of the District Wide Quality Assurance and Performance Improvement Plan as it pertains to the RHC.
10. Provides oversight of chart audits.
11. Oversees the RHC Program Evaluation biennially.

C. The Medical Director is a member of the NIHD Outpatient Medicine Committee; works closely to keep the committee informed of issues and changes.

1. Apprise the NIHD Outpatient Medicine Committee of RHC goals, objectives and issues.
2. Presents revised and new policy and/or procedures for committee approval.
3. Assists Outpatient Medicine Committee with information related to state, federal accrediting body standards/regulations.
4. Partners with committee in the development and updating of critical indicators for RHC.
5. Presents items that fail to meet care provision standards to the committee for peer review.
6. Presents the RHC Program Evaluation to the committee.

REFERENCES:

1. State Operations Manual – Appendix G (https://www.cms.gov/files/document/appendix-g-state-operations-manual)
2. Medicare Conditions for Certification 42 CFR 491.8(b) (https://www.govinfo.gov/content/pkg/CFR-2017-title42-vol5/xml/CFR-2017-title42-vol5-sec491-8.xml)

RECORD RETENTION AND DESTRUCTION:

Minutes will be maintained, along with attendance lists, for the NIHD Outpatient Medicine Committee Meetings through the Medical Staff Office
Quality Assurance Performance Improvement (QAPI) plans will be maintained in collaboration with the Quality Department at NIHD.

CROSS REFERENCED POLICIES AND PROCEDURES:

1. InQuiseek - #500 Program Evaluation Policy
2. InQuiseek - #110 Organizational Structure and Ownership

3. InQuiseek - #120 Organizational Chart Policy

Supersedes: v.1 MEDICAL DIRECTION RHC

NORTHERN INYO HEALTHCARE DISTRICT
NON-CLINICAL POLICY AND PROCEDURE

Title: New Line of Service Implementation		
Owner: Chief Medical Officer	Department: Medical Staff	
Scope: District Wide		
Date Last Modified: 05/23/2022	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 11/01/2019	

PURPOSE:

The purpose of this policy is to establish a strategic commitment to deliver excellent services to our patients by establishing a guideline to follow when considering a new line of service. This requires sufficient space, equipment, staffing, and financial resources are in place or available within a specified period of time to support the request. This will facilitate adherence to professional practices, endorse compliance with regulatory statutes and accreditation requirements, promote uniformity of practice, and assess revenue viability of potential new lines of service at Northern Inyo Healthcare District (NIHD).

POLICY:

Suggestions for a new service line may come from the administration, medical staff, strategic plan, the NIHD Board of Directors (BOD) or other sources. Each suggestion should come through the respective Chief for presentation at the Executive meeting. Completion of Quality Assurance/Performance Improvement (QAPI) Request Form is required. The Executive team will do an initial assessment of the feasibility of the new service line including a cost analysis. Once the service line has been reviewed, the project will move to the Quality Council or other appropriate department to complete the items under "Discovery Phase" below. When the work under "Discovery Phase" is completed, the new service line will be presented to the BOD for approval. After BOD approval, the "Implementation Phase" may begin. Once the new service line has been implemented, an update should be provided to the Executive team, Quality Council if appropriate, and appropriate department as outlined in the "Evaluation Phase."

DEFINITIONS:

A new line of service at NIHD is defined as a grouping of medical care provider(s), their skills and areas of expertise, products and/or supplies, that when provided together will provide a new provision of care that NIHD is able to offer to the community. Some elements of these groupings may already exist at NIHD, but when grouped with the other elements, a new type of care will be offered.

DISCOVERY PHASE:

1. The following will be determined before the new line of service is proposed to the BOD:
    a. Completion of Quality Assurance/Performance Improvement (QAPI) Request Form is required.
    b. Identify benefits and costs associated with opening a new service line
        i. Evaluate most recent community needs assessment or perform a limited needs assessment for the new service

ii. Complete a cost-accounting analysis or Return on Investment (ROI), to determine profitability of the service

c. Finance and Revenue
    i. Identify new Cost Center needs
    ii. Indicate the department new revenue will be allocation to
d. Facility determination
    i. Remodeling of an existing space
    ii. Access to new location
e. Staffing
    i. Evaluation of support staffing needs
    ii. Medical Staff with skill sets to meet needs
    iii. List of all physicians & advanced practice providers (APP) providing the new services
f. Materials Management
    i. Identify new supplies and capital expenses
    ii. Clinical Engineering for patient care equipment
g. Documentation and system requirements
    i. Clinical/Quality Informatics
h. Pharmacy Assessment
    i. New medication needs
    ii. Proper storage of medications
i. Compliance overview
    i. Licensing requirements
    ii. Other regulatory or guidance requirements
j. Charge Capture
    i. Identify Current Procedural Terminology (CPT) for services to be offered
    ii. Identify Healthcare Common procedure Coding System (HCPC) for services to be offered
    iii. Pricing for services and tests
k. Review billing requirements
l. Define Information Technology Services (ITS) support
    i. Computers, telephone(s) etc.
    ii. Wiring and cable access
m. Strategic Communications
n. Dietary needs
o. Define requirements for the projects implementation phase
    i. Estimated FTE commitment for staff
    ii. Estimated outside vendor engagement
    iii. Additional space requirements
p. Present findings to the Executive Team and, as appropriate, the Executive Team will approve submission to the Board of Directors for approval

IMPLEMENTATION PHASE:

1. Upon Board of Directors approval, the following tasks will be performed prior to beginning the new service:
    a. Business Associates Agreement (BAA) and contract review
        i. Compliance Officer or designee reviews, negotiates and executes BAA, done in conjunction with contract review to ensure no contract provision override the BAA
    b. Director of the proposed new line of service and the appropriate Chief Officer

i. Review the contract
ii. Submit new Move Request form, if applicable

c. Compliance Officer or designee
    i. Review the contract
    ii. Send to the Chief Financial Officer for contract negotiation
    iii. Send to Chief Executive Officer to execute contract(s), if applicable
d. Project Management Team
    i. Identify project team at NIHD and with vendors
    ii. Assign specific tasks to each area
    iii. Set timelines for completion of tasks
    iv. Assure that contracts and/or all appropriate paperwork has been counter signed and returned to the Compliance Office
e. Quality Council
    i. Develop assessment tool and a follow-up plan to assess the success, profitability, or additional needs of the service, and how this is to be measured
f. Credentialing
    i. Medical Staff Office completes Medical Staff On-Boarding
g. Staffing
    i. Human Resources and/or Medical Staff Office will develop staffing and recruitment plan as appropriate
h. Billing
    i. Physician and APP Enrollment submitted with all applicable insurances and programs. Medical Staff Office to complete provider enrollment. OS Inc. to complete enrollment for non-physician and non APP staff (e.g. therapists)
        1. Verify that each APP are allowed to provide such services & bill for them on the Centers for Medicare & Medicaid Services (CMS) website
        2. Enroll each physician & APP with the following:
            a. Council for Affordable Quality Healthcare (CAQH)
            b. Medicare Provider Enrollment, Chain, and Ownership System (PECOS)
            c. Medi-Cal Provider Application and Validation for Enrollment (PAVE)
            d. Blue Cross Managed Care
            e. California Health & Wellness (CHW)
            f. Nevada (NV) Medicaid
            g. Blue Shield (BS)
i. Charge Capture
    i. Identify charges by CPT/ HCPC code that will be billed out
    ii. Ensure charge codes are created in the Charge Master and Fee Schedules of the EHR and all ancillary systems
    iii. Develop workflows for charge entry and daily reconciliation
j. Materials Management
    i. Acquire new supplies and equipment
k. Facilities and Maintenance
    i. Set up the office space from Move Request form submitted
    ii. ICRA completed, if applicable
~~l.~~ Clinical/Quality Informatics
    i. Request or build documentation templates
    ii. Provide electronic health record application training to end-users
    iii. Research integration and testing with current electronic health record
m. Infection Prevention

i. Assess for possible Infection Control issues and mitigate any that are found
ii. Complete final approval of patient care area

n. ITS
    i. Supply hardware and technical support
    ii. Arrange for/purchase of all devices necessary to the line of service (computers, telephones, and/or specialized equipment)
    iii. Provide access to all appropriate systems
    iv. Cyber Security review of new items
o. Clinical Engineering
    i. Review all medical devices necessary to the line of service
p. Pharmacy Review
    i. Build medication codes in appropriate systems
    ii. Acquire medications
    iii. Address medication storage
q. Dietary Review
    i. Determine if there will be any costs associated with Dietary needs
r. Development of forms, educational resources, policies and procedures specific to the new service
    i. Forms, internal documentation, chart documents, patient documents, must be reviewed and if appropriate, approved by the Forms Committee
    ii. Review current policies and procedures to be updated or to create new ones
        1. Assign new procedures to appropriate staff
s. Interpreter Services translate forms
t. Strategic Communications develop marketing plan
u. Quality Council will participate in development of performance metrics for evaluation phase.

EVALUATION PHASE:

1. Using assessment tool developed through the development of the project to review and evaluate the new line of service
2. Provide feedback to Quality Council on performance metrics
3. Follow the full billing cycle processes and report visit, claim and reimbursement numbers in Billing, Coding, and Compliance Committee (BCCC) Meeting
    a. Document and follow first 10 services accounts to validate processes
4. Review Clinical workflows and adjust as needed
5. Submit review to Executive Team

REFERENCES:

1. Healthcare Business Insights, Revenue Cycle Academy; "Checklist of New Service Line Considerations"
2. Advisory Board, "Service Line Strategy Advisor"
3. The McKinsey Quarterly, "Service Line Strategies", Health Care - July 2008
4. Open Minds, 2011 Planning and Innovation Institution, "The Tools You Need to Successfully Launch a New Service Line & Diversify Your Revenue Streams", John Talbot, Ph.D., Executive Vice President
5. Agency for Healthcare Research and Quality, "How Do We Implement Best Practices in Our Organization" Series
6. Modern Healthcare Insights: "Innovative Look at Service Line Organizations", Series
7. Health Care Advisory Board: "Achieving Service Line Excellence; Best Practices for Creating a High-Performance Service Line Infrastructure:, Research Report, April 1, 2008

CROSS REFERENCE P&P:

Supersedes: v.1 New Line of Service Implementation, Request for Establishment of New Privilege or New Service

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

Date: 10/12/2022

Title: **INTERIM CEO CONTRACT**

Synopsis: It is recommended that the Board of Directors review and approve the provided Interim CEO contract.

Prepared by:

Name: Autumn Tyerman on behalf of Chair, Jody Veenker

Title: Clerk of the Board

EMPLOYMENT AGREEMENT of INTERIM CHIEF EXECUTIVE OFFICER

This EMPLOYMENT AGREEMENT (the "**Agreement**") is made and entered into as of _____ ___, 2022 by and between the Northern Inyo Healthcare District ("**District**"), and Lionel Chadwick (the "**Chadwick**"), in reference to the following facts:

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, Northern Inyo Rural Health Clinic, and Northern Inyo Associates, a group of 1206 (b) clinics.

C. District desires to engage Chadwick to serve as the Interim Chief Executive Officer (CEO) of the District because of his special expertise and experience, and Chadwick desires to be engaged by District.

D. District and Chadwick desire to reduce to writing the terms and conditions of District's engagement of Chadwick.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties hereby agree as follows:

ARTICLE I
SERVICES TO BE PERFORMED BY CHADWICK

1.1 Performance of Services.

Chadwick agrees to perform services for the District as its Interim CEO and will devote all of his efforts, energies, abilities, necessary business time, skill and attention to the duties and obligations required of the Interim CEO of the District, subject to the supervision and direction of the District's Board of Directors. Chadwick agrees to perform those duties and have such authority and powers as are customarily associated with the office of Chief Executive Officer of a Healthcare District 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 Chadwick 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. Chadwick acknowledges and understands that as the Interim CEO, he is a public officer and a public employee pursuant to California Law. Chadwick shall perform the duties and carry out the responsibilities assigned to his commercially reasonable ability, in a diligent, trustworthy, businesslike and efficient manner. Chadwick acknowledges that his duties and responsibilities will require necessary business time, skill and attention, and agrees that during the Employment Term (defined below), Chadwick will not engage in any other business activity or have any business pursuits or interests with the exception for any voluntary non-compensated activities or interests that do not interfere in any material respect with the performance of Chadwick's duties hereunder and/or other activities as may be approved in writing by the District. Any such approved activities shall not interfere with Chadwick's

obligations under this Agreement. Chadwick will be required to carry on the duties of the Interim CEO on site, within the boundaries of the District, on a daily basis. Notwithstanding the foregoing, Chadwick may schedule to work remotely (outside of the District) for no more than twenty-five percent (25%) of his time, with advanced written approval of such schedule from the District.

1.2 Board Coordination and Authority.

Chadwick shall at all times, complete the services and activities required to fulfill the obligations of this Agreement at the specific direction of the Board of Directors of the District ("**Board**"). Chadwick shall be expected to function independently, however close coordination with Board regarding priorities, employee relations, and medical staff relations is required. The Board shall appoint one of its members to serve as Interim CEO Liaison during the term of this Agreement. Chadwick shall fully inform the Board of all material matters affecting the District.

ARTICLE II
TERM AND TERMINATION

2.1 Employment Term.

Prior to the commencement of the term of this Agreement, Chadwick shall have completed, to the satisfaction of the District, the District's pre-employment screening process which shall include, but not be limited to, background check, drug testing, and other such suitability screening. This Agreement shall be null and void and the District will have no obligation to Chadwick in the event Chadwick fails, in the District's sole discretion, to successfully pass such screenings. In the event Chadwick satisfactorily completes the required suitability screening, Chadwick shall commence performing the services described in Section 1.1 of this Agreement on December, 1 2022 (the "**Effective Date**") and shall continue to provide these services through March 31, 2023 (the "**Employment Term**"), unless the Parties mutually agree in writing to an earlier Effective Date or the Employment Term is sooner terminated in accordance with this Article II.

2.2 Employment Term Extension.
The Employment Term may be extended upon mutual written agreement by the parties to this Agreement.

2.3 Termination for Cause.

The District may terminate the Employment Term under this Agreement at any time for "Good Cause". Good Cause shall mean (i) an act or acts by Chadwick of gross misconduct or willful neglect of duties, (ii) conviction of Chadwick of a felony or equivalent violation of law, or (iii) any other act or failure to act by Chadwick that materially damages the reputation of the District as determined by the Board, in its sole discretion, after a good faith investigation. For purposes of a termination for Good Cause, no act or the failure to act on Chadwick's part shall be considered to be "willful" unless done, or omitted to be done, without reasonable belief that the action or omission was in the best interests of the District or its affiliates. Notwithstanding the foregoing, Chadwick shall not be deemed to have been terminated for Good Cause unless and until there shall have been delivered to Chadwick a written notice of termination which shall include a copy of a resolution duly adopted by the affirmative vote of not less than a majority (60%) of the members of the Board at a meeting of the Board called and held for that purpose, finding that in the good

faith opinion of the Board, Chadwick was guilty of conduct justifying termination for Good Cause and specifying the relevant facts supporting the termination for Good Cause. The date of termination shall be the date on which the notice of termination is delivered to Chadwick or, in the event the District is unable to reasonably locate Chadwick, three (3) business days after delivery of such notice of termination to Chadwick's last known address. If the Employment Term is terminated for Good Cause in accordance with the terms of this section, District shall thereafter be relieved of its obligations under this Agreement except for its obligations to pay any earned Base Compensation provided for in Section 3.1 through the date of termination. However, in no event will Chadwick be entitled to receive any Completion Incentive and/or continuing expense reimbursement under section 3.4 if the Employment Term is terminated for Good Cause.

2.4 Termination without Cause

If Chadwick is terminated for a reason other than Chadwick's death or for Good Cause, Chadwick shall be entitled to receive a lump sum severance payment in an amount equal to the Base Compensation which would have been payable to Chadwick under Section 3.1 of this Agreement through March 31, 2023 and the full Completion Incentive (defined below) payment under Section 3.3 (the "**Severance Pay**"). Chadwick shall not be entitled to continue to receive any expense reimbursement or benefits payable under Section 3.4 following such termination. Notwithstanding the forgoing, Chadwick shall only be eligible to receive the Severance Pay under this Section 2.4 if Chadwick executes a full release of liability in the form provided by the District to Chadwick in its sole discretion and does not revoke such release agreement within the applicable revocation period. Such release shall release the District from any and all liability to Chadwick resulting from this Agreement, his employment with the District, and/or the termination of Chadwick's employment with the District.

2.5 Termination of Employment Term by Chadwick.

Chadwick may terminate this Agreement at any time by providing written notice to the District. Such termination will be effective upon receipt by the District. In the event Chadwick chooses to terminate this Agreement prior to the completion of the Employment Term, Chadwick shall receive any Base Compensation due him for services rendered up through the date of termination pursuant to Section 3.1 of this Agreement, but will not be entitled to receive any portion of the Completion Incentive or any continued reimbursement or benefits under Section 3.4. Upon termination under this Section, the District shall have no further obligations whatsoever to Chadwick under this Agreement.

ARTICLE III
COMPENSATION

3.1 Base Compensation.

In consideration for all services to be performed by Chadwick, the District agrees to pay Chadwick base compensation at a rate of Seven Thousand Dollars ($7,000) per week (or pro rata for any partial week worked) ("**Base Compensation**"). All compensation payments shall be payable in accordance with the District's regular employee compensation procedures in effect from time to time.

3.2 Completion Incentive

Upon the completion of the Employment Term, Chadwick shall receive an incentive payment in the total amount of eight thousand dollars ($8,000) ("**Completion Incentive**"). The Completion Incentive shall only vest in full and be awarded in the event the Chadwick completes the entire four month Employment Term.

3.3 Fringe Benefits.

The District agrees to provide Chadwick with the same fringe benefits, including health insurance, vacation pay, and sick and disability pay, as generally provided to other management level employees of the District. The District reserves the right to modify or delete any fringe benefits currently provided to its employees in its sole discretion. Except as provided above or elsewhere in this Agreement, the District is not obligated to provide any fringe benefits to Chadwick.

3.4 Withholding.

The District shall withhold all amounts as required by law from Chadwick's compensation payments.

3.5 Expenses.

Chadwick shall be reimbursed for his reasonable and actual out-of-pocket expenses incurred by him in the performance of his duties and responsibilities under this Agreement during the Employment Term, provided that Chadwick shall first furnish proper vouchers, receipts, and expense accounts setting forth the information required by the Internal Revenue Service for deductible business expenses and provided such expenses are approved by the District and are consistent with the policies of the District as applied to all management staff. More specifically, during the Employment Term, Chadwick shall be entitled to reimbursement for reasonable and actual out-of-pocket expenses incurred in the performance of his duties and responsibilities under this Agreement for the following items:

a) Car Rental in an amount not to exceed one thousand nine hundred dollars ($1,900) a month, as reasonably determined by the Board;

b) Advancement of a Housing Expense Deposit in an amount not to exceed one thousand dollars ($1,000), which deposit shall be refunded to the District by Chadwick on the termination of the Employment Term;

c) Monthly Housing Expense subsidy not to exceed three thousand ($3,000) per month plus associated reasonable expenses incurred for housing utilities and cable service

d) The following incidental expenses incurred in the normal course of providing services to the District:

    i) Meal expenses incurred during the workdays for business meetings.

    ii) District approved business travel expenses.

iii) Other expenses as may be agreed in advance, in writing, by the District.

e) Travel expenses to the city of Bishop, California at the commencement of the Employment Term and return travel expenses from the city of Bishop, California to Chadwick's primary place of residence following the completion of the Employment Term.

Any expense related reimbursements requested by Chadwick are subject to review and approval by the Board.

ARTICLE IV
OTHER OBLIGATIONS OF CHADWICK

4.1 Indemnification.

The District shall indemnify and defend Chadwick 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 him 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 Chadwick 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 he is or was an officer, manager, or employee of the District, in which capacity he is or was performing services within the course and scope of the employment relationship of this Agreement. The District shall use reasonable commercial efforts to maintain Directors & Officers insurance for the benefits of Chadwick with a level of coverage comparable to other healthcare districts similarity situated with regard to geography, location, and scope of operations.

4.2 Confidentiality.

District and Chadwick acknowledge that, during the Employment Term, Chadwick will obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to District's business (collectively, the "**Confidential Information**"), which District and Chadwick agree are proprietary or confidential in nature. Chadwick acknowledges that:

(a) The Confidential Information will be developed and acquired by District at great expense, is of great significance and value to District, and constitutes trade secrets;

(b) The Confidential Information will be made known to Chadwick in full reliance on this Agreement;

(c) The Confidential Information is material and critically important to the effective and successful conduct of District's business operations and activities; and

(d) Any use of the Confidential Information by Chadwick other than for District's benefit in connection with the business relationship between Chadwick and District established by

this Agreement will constitute a wrongful usurpation of the Confidential Information by Chadwick.

Chadwick hereby agrees to execute the customary District Confidentiality and Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") agreements as required by the District. Chadwick further agrees to hold the Confidential Information in strict confidence and secret with regard to all proprietary information gained during the Employment Term, and for a period of twelve (12) months thereafter.

4.3 Return of District's Property.

On the termination of the Employment Term or whenever requested by District, Chadwick shall immediately deliver to District all property in Chadwick's possession or under Chadwick's control belonging to District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Chadwick excepted.

4.4 Nonsolicitation of Employees.

During the Employment Term and for a period of two years immediately following the termination of this Agreement, Chadwick shall not directly or indirectly solicit, recruit, or encourage any employee of District to leave District or work for any person or entity.

ARTICLE V
CHADWICK'S WORK PRODUCT

5.1 Assignment of Chadwick's Work Product.

Chadwick hereby assigns to District or District's designee, for no additional consideration, all of Chadwick's rights, including copyrights, in all deliverables and other works prepared by Chadwick under this Agreement. Chadwick shall, and shall cause his/her employees and agents to, promptly sign and deliver any documents and take any actions that District reasonably requests to establish and perfect the rights assigned to District or its designee under this provision.

5.2 Use of Copyrighted Materials.

Chadwick warrants that any materials provided by Chadwick for use by District pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of "fair use," as that concept is defined in the Copyright Act. Chadwick shall be solely responsible for ensuring that any materials provided by him/her for use by District pursuant to this Agreement satisfy this requirement. Chadwick agrees to hold District harmless from all liability or loss, including debt or exercise for attorneys' fees to which District is exposed on account of Chadwick's failure to perform this duty.

ARTICLE VI
GENERAL PROVISIONS

6.1 Amendments.

The Agreement may not be altered or modified except by a writing signed by the parties.

6.2 Arbitration.

Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of the Agreement are subject to arbitration to be held in Inyo County, California in accordance with the then current rules as adopted by the arbitration District as selected by the parties. If the parties are unable to agree upon an arbitration District, a court of competent jurisdiction shall appoint an arbitration District to administer the arbitration. The dispute will be decided by a single neutral arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the parties or as directed by the arbitrator. The decision of the arbitrator shall be made in writing and will be final, conclusive and binding on the parties to the arbitration. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as allowed by law and determined by the arbitrator. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. This provision is governed by the Federal Arbitration Act.

6.3 Attorneys' Fees and Interest.

In any dispute between the parties, whether or not resulting in litigation, the party substantially prevailing shall be entitled to recover from the other party all reasonable costs, including, without limitation, reasonable attorneys' fees. In addition, such prevailing party shall be entitled to interest at the maximum rate permitted by law from the date any amount should have been paid until the date such amount is paid.

6.4 Governing Law.

The Agreement shall be governed by and construed according to the laws of the State of California that would apply if all parties were residents of California and the Agreement was made and performed in California.

6.5 Successors and Assigns.

Subject to the restrictions on transferability contained in the Agreement, the Agreement and all its provisions shall be binding on and inure to the benefit of the successors and assigns of the parties. Notwithstanding the above, Chadwick may not assign his/her duties and obligations under this Agreement.

6.6 Entire Agreement.

This Agreement and the appendices to it contain all representations and the entire understanding and agreement among the parties. Correspondence, memoranda, and oral or written agreements

that originated before the date of the Agreement are replaced in total by this Agreement unless otherwise expressly stated in this Agreement.

6.7 Severability.

If any part of the Agreement is determined to be illegal or unenforceable, all other parts shall remain in effect.

6.8 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. In addition, this Agreement may be executed and delivered by facsimile (fax) or by electronic means (pdf), and copies by means of fax or by electronic signatures will have the same force and effect as copies executed and delivered with original ink signatures.

6.9 Notices.

All notices and demands between the parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given or made.

All notices and demands shall be given as follows:

To District:	Northern Inyo Healthcare District Chair, Board of Directors 150 Pioneer Lane Bishop, CA 93514
To Chadwick:	Lionel Chadwick _____ _____

Each party may designate in writing such other place or places that notices and demands may be given.

- Signature Page Follows This Page -

IN WITNESS WHEREOF, the parties hereto have entered into this Employment Agreement as of the effective date of this Agreement as set forth above.

NORTHERN INYO HEALTHCARE DISTRICT	LIONEL CHADWICK
By:	
_____	_____
_____, [title]	Lionel Chadwick

EXHIBIT 1

Job Duties

The job duties of the Interim CEO shall include, but not be limited to, the following:

- To temporarily designate an individual to act for himself 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, in conjunction with the Chief of Staff.
- 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 CHADWICK 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, in conjunction with the Chief Medical Officer, 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 _____, 2023 by and between Northern Inyo Healthcare District ("Employer") and Lionel Chadwick, 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 himself, his 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 his 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 he may hereafter discover claims or facts in addition to or different from those which he 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 he

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, he is waiving any and all rights or claims that he may have arising under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers' 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 he 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 he has had sufficient time to consider this Agreement with his counsel and that he expressly, voluntarily and knowingly waives any additional time;

F. Employee is informed hereby that he 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 is required to do so to his 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 he 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 his, as of the date hereof, is the property of Employer. Therefore, Employee agrees that he 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 his 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 he 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 he 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, he 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 he has been advised and fully understands that he has the right to discuss all aspects of the Agreement with legal counsel; that he has carefully read and fully understand and appreciates all provisions of this Agreement, and the effect thereof; and that he is voluntarily entering into this Agreement.

ARTICLE VII 20. FUTURE EMPLOYMENT**.** EMPLOYEE AGREES THAT HE IS NOT NOW OR HEREAFTER ENTITLED TO EMPLOYMENT OR REEMPLOYMENT WITH EMPLOYER AND HE 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, LIONEL CHADWICK, 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.

_____
LIONEL CHADWICK

RESOLUTION NO. 22-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTHERN INYO HEALTHCARE DISTRICT MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO AUTHORIZE THE CONDUCT OF REMOTE "TELEPHONIC" MEETINGS DURING THE STATE OF EMERGENCY

WHEREAS, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency stemming from the COVID-19 pandemic ("Emergency"); and

WHEREAS, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 added subsection (e) to Government Code Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings; and

WHEREAS, as of September 19, 2021, the COVID-19 pandemic has killed more than 67,612 Californians; and

WHEREAS, social distancing measures decrease the chance of spread of COVID-19; and

WHEREAS, this legislative body previously adopted a resolution to authorize this legislative body to conduct remote "telephonic" meetings; and

WHEREAS, Government Code 54953(e)(3) authorizes this legislative body to continue to conduct remote "telephonic" meetings provided that it has timely made the findings specified therein.

NOW, THEREFORE, IT IS RESOLVED by the Board of Directors of Northern Inyo Healthcare District as follows:

1. This legislative body declares that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency, continues to directly impact the ability of the members of this legislative body to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

PASSED, APPROVED AND ADOPTED this 19th day of October, 2022 by the following roll call vote:

AYES:
NOES:
ABSENT:

_____
Jody Veenker, Chair
Board of Directors

ATTEST:

_____
Name: Autumn Tyerman
Title: Board Clerk

CALL TO ORDER	The meeting was called to order at 5:30 pm by Jody Veenker, Board Chair.
PRESENT	Jody Veenker, Chair Mary Mae Kilpatrick, Vice Chair Topah Spoonhunter, Secretary Jean Turner, Treasurer Kelli Davis MBA, Chief Executive Officer and Chief Operating Officer Allison Partridge RN, MSN, Chief Nursing Officer Stephen DelRossi, Chief Financial Officer Joy Engblade, MD, Chief Medical Officer
ABSENT	Robert Sharp, Member-at-Large Vinay Behl, Interim Chief Financial Officer Sierra Bourne, MD, Chief of Staff
OPPORTUNITY FOR PUBLIC COMMENT	Ms. Veenker announced that 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 thirty (30) minutes being allowed 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 at the time each item is considered. No public comments were heard.
NEW BUSINESS	
APPROVAL OF THE REQUEST FOR ADDITIONAL FUNDS FOR THE PHARMACY AND INFUSION PROJECT	Kelli Davis, Chief Executive Officer introduced Northern Inyo Healthcare District (NIHD) Director of Facilities, Scott Hooker and Louis Vargas with Colombo Construction. Mr. Vargas provided a presentation of the proposed request for additional funds for the Pharmacy and Infusion project. An open discussion took place; the Board expressed financial concerns about the request for additional funds. Stephen DelRossi, Chief Financial Officer and Ms. Davis clarified questions for the Board. It was moved by Jean Turner, seconded by Topah Spoonhunter, and passed with a 4-0 vote approve the request for additional funds for the Pharmacy and Infusion Project. AYES: Jean Turner, Mary Mae Kilpatrick, Jody Veenker, Topah Spoonhunter

ABSENT: Robert Sharp

PHYSICIAN RECRUITMENT AND 1099 DISTRICT PHYSICIAN CONTRACT TEMPLATE REVIEW

Chief Medical Officer, Joy Engblade, MD provided an overview of the Physician Recruitment and 1099 District Physician contract templates. Dr. Engblade explained that Board would receive an annual update on the District process for evaluating physician compensation. The Board thanked Dr. Engblade for all of the hard work that went into preparing these templates.

CHIEF OF STAFF REPORT

Dr. Engblade, reported, following review and consideration, the Medical Executive Committee recommends approval of the following Medical Staff Appointment:

MEDICAL STAFF APPOINTMENTS

1. *Scott Brown, MD (urology) – Courtesy Staff*
2. *Justin Levy, MD (internal medicine/hospitalist) – Courtesy Staff*
3. *Michael McEnany, MD (emergency medicine) – Active Staff*
4. *Chibao Nguyen, DO (internal medicine/hospitalist) – Active Staff*
5. *Ryan Redelman, MD (radiology) – Courtesy Staff*

It was moved by Mary Mae Kilpatrick, seconded by Ms. Tuner, and passed with a 4-0 vote approve the five (5) Medical Staff Appointments as requested.

AYES: Jean Turner, Mary Mae Kilpatrick, Jody Veenker, Topah Spoonhunter
ABSENT: Robert Sharp

MEDICAL STAFF RESIGNATIONS

Doctor Engblade reported, following review, consideration and approval by the appropriate Committees, the Medical Executive Committee recommends approval of the following Medical Staff Resignations:

1. *Laura Sullivan, MD (Renown tele-cardiology) – effective 06/21/22*
2. *William Timbers, MD (emergency medicine) – effective 08/01/22*

It was moved by Ms. Kilpatrick seconded by Mr. Spoonhunter, and passed with a 4-0 vote approve the two (2) Medical Staff Resignations as requested.

AYES: Jean Turner, Mary Mae Kilpatrick, Jody Veenker, Topah Spoonhunter
ABSENT: Robert Sharp

POLICIES

Doctor Engblade reported the Medical Executive Committee recommends approval of the following District-Wide Policies:

1. *Anesthesia Clinical Standards and Professional Conduct*
2. *Linen Laundry Processes AB 2679*
3. *Nursing Bedside Swallow Screen*

4. *Patient Safety Program Plan*
5. *Pediatric and Newborn Consultation Requirements*

It was moved by Ms. Turner seconded by Mr. Spoonhunter, and passed with a 4-0 vote approve the five (5) Policies as presented.

AYES: Jean Turner, Mary Mae Kilpatrick, Jody Veenker, Topah Spoonhunter
ABSENT: Robert Sharp

MEDICAL EXECUTIVE COMMITTEE REPORT

Doctor Bourne provided a report on the Medical Executive Committee meeting and clarified questions.

_____.

CONSENT AGENDA

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

1. *Approval of District Board Resolution 22-15, to continue to allow Board meetings to be held virtually*
2. *Approval of minutes of the August 17, 2022 Regular Board Meeting*
3. *Approval of minutes of the August 31, 2022 Special Board Meeting*
4. *Approval of minutes of the September 7, 2022 Special Board Meeting*
5. *Chief Executive Officer Reports*
6. *Chief Medical Officer Report*
7. *Chief Nursing Officer Report*
8. *Financial and Statistical reports for July 31, 2022*
9. *Approval of Policies and Procedures*
    - A. *Responsibilities of Nursing Students and District Staff*
    - B. *Communicating Protected Health Information Via Electronic Mail (Email)*
    - C. *Compliance Program for Northern Inyo Healthcare District*

It was moved by Ms. Turner, seconded by Mr. Spoonhunter, and passed with a 4-0 vote approve the nine (9) Consent Agenda items as presented.

AYES: Jean Turner, Mary Mae Kilpatrick, Jody Veenker, Topah Spoonhunter
ABSENT: Robert Sharp

BOARD MEMBER REPORTS ON ITEMS OF INTEREST

Ms. Veenker additionally asked if any members of the Board of Directors wished to report on any items of interest. Ms. Turner reported an update about the information share at the ACHD Annual Board conference. Mr. Spoonhunter reported will not be able to attend the October Regular Board Meeting.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Ms. Veenker announced that at this time, persons in the audience may speak only on items listed on the Closed Session portion of this meeting. No public comments were heard.

ADJOURNMENT TO CLOSED SESSION

At 6:29 pm Ms. Veenker announced the meeting would adjourn to Closed Session to allow the District Board of Directors to:

A. *Conference with Labor Negotiators, Agency Designated Representatives: Irma Rodriguez Moisa and Andrew M. Aller; Employee Organization: AFSCME Council 57 (pursuant to Government Code Section 54957.6)*

B. *Conference with Legal Counsel- Anticipated Litigation. Gov't Code 54956.9(d)(2). Number of potential cases: (1)*

C. *Discussion of Public Employment (Gov. Code § 54957(b)(1))Title: Interim CEO Candidate*

D. *Conference with Labor Negotiators (Gov. §54957.6) Agency Designated Representative: Northern Inyo Healthcare District Human Resources Director Unrepresented Employee: Interim CEO*

RETURN TO OPEN SESSION AND REPORT OF ANY ACTION TAKEN

At 8:23 pm, the meeting returned to Open Session. Ms. Veenker reported that the Board took no reportable action.

ADJOURNMENT

The meeting adjourned at 8:24 pm.

_____
Jody Veenker, Chair

Attest: _____
Topah Spoonhunter, Secretary

CALL TO ORDER	The meeting was called to order at 6:00 p.m. by Jody Veenker, District Board Chair.
PRESENT	Jody Veenker, Chair Mary Mae Kilpatrick, Vice Chair Topah Spoonhunter, Secretary Jean Turner, Treasurer Robert Sharp, Member-At-Large Kelli Davis, Chief Executive Officer and Chief Operating Officer Stephen DelRossi, Chief Financial Officer
ABSENT	Joy Engblade, Chief Medical Officer – Present via zoom Allison Partridge, Chief Nursing Officer – Present via zoom
OPPORTUNITY FOR PUBLIC COMMENT	Chair Veenker reported that at this time, members of the audience may speak only on items listed on the Notice for this meeting, and speakers will be limited to a maximum of three minutes each. The Board is prohibited from generally discussing or taking action on items not included on the Notice for this meeting. No comments were heard.
ADJOURMENT TO CLOSED SESSION	At 6:02 p.m. Chair Veenker announced the meeting would adjourn to Closed Session to allow the District Board of Directors to: A. Conference with legal counsel. Significant exposure to litigation. Gov. Code 54956.9(d)(2) (One case) B. Conference with Labor Negotiators, Agency Designated Representatives: Andrew M. Aller; Employee Organization: AFSCME Council 57 (pursuant to Government Code Section 54957.6) C. Conference with Legal Counsel - Anticipated Litigation. Gov't Code 54956.9(d)(2). Number of potential cases: (1) After Closed Session item B concluded, CEO Kelli Davis and Director Sharp excused themselves at 6:37 pm from discussing item C.
RETURN TO OPEN SESSION AND REPORT ON ANY ACTION TAKEN IN CLOSED SESSION	At 7:11 p.m., the meeting returned to Open Session. Chair Veenker announced that the Board took no reportable action.
BOARD APPROVAL OF RESPONSE TO GRAND JURY REPORT DATED JULY 19, 2022	Chair Veenker called attention to the Board's proposed response to the Grand Jury report dated July 19, 2022. Director Sharp moved, Director Kilpatrick seconded, and the Board unanimously voted to approve the proposed response to the Grand Jury

report dated July 19, 2022, with minor changes as presented by the District's counsel. A final copy of the Grand Jury report will be made a part of the next meeting's agenda packet.

ADJOURNMENT

Adjournment 7:13 p.m.

_____
Jody Veenker, Chair

Attest: _____
Topah Spoonhunter, Secretary

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October 11, 2022

The Honorable Stephen M. Place and Members of the Grand Jury
PO Box 401
Independence, CA 93526
Via email to: Alyse.Caton@InyoCourt.ca.gov

Re: Comments of the Northern Inyo Healthcare District to the Presiding Judge of the Superior Court in Response to the 2021-2022 Inyo County Grand Jury Report: Sustainability and Transparency of Home Healthcare Services Under Northern Inyo Healthcare District

Dear Judge Place and Members of the Grand Jury:

The Northern Inyo Healthcare District ("NIHD") is in receipt of the 2021-22 Inyo County Grand Jury report titled "Sustainability and Transparency of Home Healthcare Services Under Northern Inyo Healthcare District." Per your request, and that of the Grand Jury, and in compliance with section 933 of the California Penal Code, please find below the response of NIHD. As an initial matter, NIHD thanks the Grand Jury for its efforts at improving sustainability and transparency in Inyo County, and it welcomes the efforts, findings, and recommendations of the Grand Jury.

The Grand Jury's investigation was prompted by concerns regarding the relationship between NIHD and Pioneer Home Health Care, Inc. ("PHHC"), which is a nonprofit corporation providing home health care services in the Northern Inyo/Southern Mono region. As an initial matter, NIHD wishes to clarify that although it has in the past provided funding to PHHC's Board pursuant to the agreement between the parties, PHHC remains a separate private nonprofit company, subject to limited statutory and contractual transparency and disclosure obligations.

The Grand Jury summarized its report as follows:

> *"Given the importance of professional home health care to the patients of [Northern Inyo Hospital] and the Northern Inyo/Southern Mono area currently served by PHHC, the jury advises that NIHD continue to develop policies to support its home health care component in a forward-looking manner. Concerning transparency, the jury found that since the purchase, PHHC has existed in a penumbra between transparency and privacy, but there is a reasonable expectation, if not legal requirement, for transparency which emanates from NIHD as a public*

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agency; therefore, the jury advises that NIHD and PHHC examine PHHC's transparency as a legal and de facto subsidiary of NIHD." (P. 1.)

RECOMMENDATIONS

R1. The Inyo County Grand Jury recommends that the Northern Inyo Health District Board of Directors request the Inyo County District Attorney, or NIHD legal counsel, to review the applicability of Government Code 54950, also known as the Ralph M. Brown Act, to Pioneer Home Health Care by September 30th 2022.

Response: This recommendation has been implemented. Specifically, legal counsel for NIHD have reviewed whether the Brown Act applies to PHHC, and has determined that it does not. As relevant here, Government Code section 54952(c)(1)(B) provides that a legislative body is subject to the Brown Act if it is a board or other multimember body that governs a private corporation that receives funds from a local agency and where the membership of the body includes a member of the legislative body of the local agency appointed to that governing body, by the legislative body of the local agency, as a full voting member. (Emphasis added.) Here, although PHHC does receive funds from a local agency (NIHD), NIHD does not appoint any of its own Board members to PHHC's governing body. Rather, PHHC's Bylaws are clear that the current PHHC Board is responsible for nominating new directors when needed, and that NIHD's role is limited to final approval of such nominees. The plain language of section 54952(c)(1)(B) therefore supports NIHD's conclusion that, because it exclusively approves PHHC's own nominations and does not appoint its own selected members to PHHC's board, PHHC's board is not subject to the Brown Act.

The 1987 case Yoffie v. Marin Hospital District (193 Cal.App.3d 743) the critical factor in determining whether the Brown Act applies to a private nonprofit public benefit company over which a public hospital district has oversight is whether the public hospital district has appointment authority over directors for the nonprofit's governing board. In that case, the court examined the legislative history of Health and Safety Code section 32121(p), which governs the ability of healthcare districts to transfer assets to a nonprofit public benefit corporation. The court stated:

> *"In 1985, however, Health and Safety Code section 32121 was again amended, to permit a transfer [of a hospital district's assets to a nonprofit public benefit corporation] with or without consideration. As amended, the section also no longer requires that the district appoint the board members of the transferee corporation. Instead, it plainly states, 'The initial members of the board of directors of the nonprofit corporation ... shall be approved by the board of directors of the hospital district....' [citation].)...The Legislature apparently intended not only to permit district hospitals to enter into a lease and transfer agreement such as that at issue here, but also to permit the transferee corporation to operate free from the open meeting requirements*

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of the Brown Act, provided the District did not retain power to appoint the transferee corporation's board." (Yoffie at p. 754 [emphasis added].)

In Yoffie, the court reviewed the legislative history of section 32121 and concluded that the Legislature's intention, in giving hospital districts the ability to create separate nonprofit entities, was that the resulting nonprofit board would not be subject to the Brown Act as long as the hospital district did not appoint the nonprofit's board. Here, because NIHD's board does not appoint any of its own members to PHHC's board, but only approves PHHC's own nominations, PHHC's board is not subject to the Brown Act. This conclusion is also supported by PHHC responding "no" to line 7a of Form 990 Part VI ("Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?").

R2. The Inyo County Grand Jury recommends that the Northern Inyo Health District Board of Directors establish a policy to review and publish a quarterly report on Pioneer Home Health Care's fiscal status which includes at least a 6-month forward projection, starting with the 1st Quarter of 2023.

Response: This recommendation has been partially implemented. The Grand Jury is correct that NIHD has certain rights as the sole General Member of PHHC, including (in theory) access to some of PHHC's financial records, and an annual report of PHHC's financial accounting for the prior fiscal year. NIHD has previously attempted, by virtue of its status as the sole General Member of PHHC and Article 8 of PHHC's bylaws, to inspect and copy certain financial books and records maintained by PHHC with respect to its business operations. This included requests for listings of all bank and investment accounts held by PHHC, cash reconciliations, bank statements, patient receivables, a summary of all fixed assets, accounts payable and accruals, PHHC's net position, data concerning revenue and expenses calculations, and other general organizational and policy-oriented documentation. To the extent PHHC has complied and will in the future comply with these requests, and turns over the requested financial records over which NIHD has examination rights, NIHD will comply with the Grand Jury's request to establish a policy to review the documents and publish a quarterly report at open, agendized meetings. However, in the event that PHHC does not turn over all requested documents or there are financial documents to which NIHD does not have access by virtue of its status as sole General Member, NIHD's role is more limited.

Other than the inspection rights provided for by private agreement, PHHC is subject to certain financial reporting requirements under California's Corporations Code. For instance, under Corporations Code § 6320, public benefit corporations are required to keep "adequate and correct books and records of account; [and] minutes of the proceedings of its members, board, and committees of the board...". And, under Corporations Code § 6321, public benefit corporations are required to send an annual report to members and board of directors within 120 days of the close of the fiscal year, containing (in "appropriate detail") (1) a list of the corporation's assets and liabilities; (2) the principal change in assets and liabilities during the fiscal year; (3) the corporation's revenues or

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receipts for the fiscal year; (4) the corporation's expenses or disbursements; and (5) a statement of transaction and information involving self-dealing, indemnifications, or advances between the corporation and any parent, subsidiary, director, officer, or holder of more than 10% voting power.

To the extent the Grand Jury believes PHHC is not in compliance with its statutory recordkeeping and reporting obligations, NIHD advises that the Grand Jury handle such matters with PHHC directly, as NIHD remains a separate legal entity with its own legal recordkeeping and reporting obligations, which are not the subject of this Grand Jury Report. NIHD is in compliance with all of its own financial reporting and recordkeeping obligations, and will continue to exercise its rights of inspection over PHHC's documents under the loan agreement and PHHC's bylaws. To the extent it receives financial records from PHHC, NIHD will establish a policy to review those documents and publish a quarterly report as to its fiscal status (with the understanding that said report is based only on NIHD's review of the documents PHHC turned over or which are otherwise publicly accessible). NIHD will begin working toward this goal and looks forward to demonstrating its compliance moving forward. In addition, NIHD wishes to make the Grand Jury aware that it is coordinating an effort with PHHC to formally separate the two entities moving forward, such that PHHC operates without further funding or involvement by NIHD. When that separation is completed, NIHD will continue to apprise the public of its own financial status in accordance with legal requirements, but will have no connection with PHHC's financial statements or disclosures.

R3. The Inyo County Grand Jury recommends that the Northern Inyo Health District Board of Directors establish a policy to conduct and publish an annual review of Pioneer Home Health Care's business model and operations that evaluates its viability for the following 3 to 5 years, starting with FY 2023.

Response: This recommendation has been partially implemented. As discussed in the previous response, NIHD is willing to prepare a policy for reviewing the business operations of PHHC, based upon the records which NIHD is entitled to access pursuant to state law and its contractual arrangement with PHHC. NIHD will begin working toward this goal and looks forward to demonstrating its compliance moving forward. As mentioned, if NIHD and PHHC come to an agreement to formally separate such that NIHD is no longer the sole corporate member of PHHC, NIHD will comply with its own business reporting obligations but will have no connection with PHHC's own reporting going forward.

If you have any questions, please contact District Counsel, Noel Caughman, at (925) 977-3334.

Sincerely,

Jody Veenker
Chair, Northern Inyo Healthcare District Board of Directors

FY2023

Unit of Measure	Jul-22	Aug-22
Cash, CDs & LAIF Investments	32,515,123	33,281,485
Days Cash on Hand	105	130.95
Gross Accounts Receivable	51,820,517	54,248,049
Average Daily Revenue	534,613	546,292
Gross Days in AR	96.93	99.30
Key Statistics		
Acute Census Days	243	185
ICU Census Days	11	20
Swing Bed Census Days	4	1
Total Inpatient Utilization	258	206
Avg. Daily Inpatient Census	8.3	6.6
Emergency Room Visits	898	785
Emergency Room Visits Per Day	29	25
Observation Days	53	76
Operating Room Inpatients	29	30
Operating Room Outpatient Cases	105	97
Observation Visits	53	76
RHC Clinic Visits	2,249	2,562
NIA Clinic Visits	1,493	1,693
Outpatient Hospital Visits	8,185	8,966
Hospital Operations		
Inpatient Revenue	3,986,305	3,395,933
Outpatient Revenue	11,474,649	12,619,549
Clinic (RHC) Revenue	1,112,050	1,281,637
Total Revenue	16,573,004	17,297,119
Revenue Per Day	534,613	557,972
% Change (Month to Month)		4.37%
Salaries	2,175,027	2,269,022
PTO Expenses	346,763	
Total Salaries Expense	2,521,790	2,269,022
Expense Per Day	81,348	73,194
% Change		-10.02%
Operating Expenses	8,271,486	6,857,949
Operating Expenses Per Day	266,822	221,224
Capital Expenses	345,511	-
Capital Expenses Per Day	11,146	-
Total Expenses	9,932,252	8,210,668
Total Expenses Per Day	320,395	264,860
Gross Margin	(2,009,485)	(379,899)
Debt Compliance		
Current Ratio (ca/cl) > 1.50	2.76	2.66
Quick Ratio (Cash + Net AR/cl) > 1.33	2.04	1.96
Days Cash on Hand > 75	105	131

NIHD - Income Statement

FY 2023	Jul-22	Aug-22	YTD 2023
Total Net Patient Revenue	5,770,001	6,970,050	12,740,051
IGT Revenues	492,000	(492,000)	-
Total Patient Revenue	6,262,001	6,478,050	12,740,051
Cost of Services			
Salaries & Wages	2,175,027	2,269,022	4,444,049
Benefits	2,008,070	1,759,698	3,767,768
Professional Fees	2,317,985	1,791,209	4,109,195
Pharmacy	693,101	109,329	802,430
Medical Supplies	371,798	195,933	567,731
Hospice Operations	0.00	0.00	0.00
EHR System	107,979	220,753	328,732
Other Direct Costs	597,525	512,005	1,109,530
Total Direct Costs	8,271,486	6,857,949	15,129,435
Gross Margin	(2,009,485)	(379,899)	(2,389,384)
Gross Margin %	-32.09%	-5.86%	-18.75%
			-
General and Administrative Overhead			-
Salaries & Wages	360,265	365,276	725,541
Benefits	356,264	312,157	668,420
Professional Fees	532,771	185,188	717,958
Depreciation and Amortization	332,153	332,153	664,306
Other Administrative Costs	79,314	157,945	237,259
Total General and Administrative Overhead	1,660,766	1,352,719	3,013,485
Net Margin	(3,670,251)	(1,732,618)	(5,402,869)
Net Margin %	-58.61%	-26.75%	-42.41%
Financing Expense	152,414	213,132	365,546
Financing Income	64,203	431,229	495,432
Investment Income	74,115	23,389	97,505
Total Grant Revenue			
Miscellaneous Income	59,508	60,051	119,559
Net Surplus	(3,624,839)	(1,431,081)	(5,055,920)

	July-22	August-22
Current Assets		
Cash and Liquid Capital	8,260,905	9,033,146
Short Term Investments	24,254,218	24,248,339
Accounts Receivable, Net of Allowance	18,789,880	17,073,842
Other Receivables	13,092,390	13,263,430
Inventory	3,116,641	3,111,028
Prepaid Expenses	1,825,794	1,777,966
Total Current Assets	69,339,828	68,507,752
Assets Limited as to Use		
Internally Designated for Capital Acquisitions	0.00	0.00
Short Term - Restricted	2,044,212	2,044,299
Limited Use Assets		
LAIF - DC Pension Board Restricted	747,613	753,492
DB Pension	18,395,253	18,395,253
PEPRA - Deferred Outflows	0.00	0.00
PEPRA Pension	0.00	0.00
Total Limited Use Assets	19,142,866	19,148,745
Revenue Bonds Held by a Trustee	1,105,984	1,100,247
Total Assets Limited as to Use	22,293,062	22,293,292
Long Term Assets		
Long Term Investment	2,274,959	2,777,201
Fixed Assets, Net of Depreciation	76,967,404	76,801,899
Total Long Term Assets	79,242,363	79,579,100
Total Assets	**170,875,253**	**170,380,145**
Liabilities		
Current Liabilities		
Current Maturities of Long-Term Debt	2,575,534	2,549,958
Accounts Payable	3,982,195	4,264,962
Accrued Payroll and Related	9,828,448	10,742,948
Accrued Interest and Sales Tax	145,639	252,061
Notes Payable	2,128,859	2,128,859
Unearned Revenue	4,365,133	3,672,661
Due to 3rd Party Payors	-	0
Due to Specific Purpose Funds	-	0
Other Deferred Credits - Pension	2,124,655	2,124,655
Total Current Liabilities	25,150,462	25,736,104
Long Term Liabilities		
Long Term Debt	33,455,947	33,455,947
Bond Premium	237,771	234,634
Accreted Interest	16,820,264	16,915,399
Other Non-Current Liability - Pension	45,570,613	45,570,613
Total Long Term Liabilities	96,084,595	96,176,593
Suspense Liabilities		
Uncategorized Liabilities	451,476	709,722
Total Liabilities	121,686,533	122,622,419
Fund Balance		
Fund Balance	50,304,304	50,304,304
Temporarily Restricted	2,509,255	2,509,342
Net Income	(3,624,839)	(5,055,920)
Total Fund Balance	49,188,720	47,757,727
Liabilities + Fund Balance	**170,875,253**	**170,380,145**

NORTHERN INYO HEALTHCARE DISTRICT
NON-CLINICAL POLICY

Title: Temporary Loaning of District Equipment		
Owner: Compliance Officer	Department: Compliance	
Scope:		
Date Last Modified: 06/28/2022	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date:	

PURPOSE: To establish policy related to equipment being loaned for use outside of the District facilities.

POLICY:
Northern Inyo Healthcare District (NIHD) shall seek alternate options to assist persons requiring equipment in lieu of loaning equipment from the District. If no other option for obtaining the equipment is available, the District will consider temporary loan of equipment.
NIHD is not licensed to sell durable medical equipment (DME), therefore we make attempts to find alternate sources for patients requiring DME supplies/equipment. The Office of the Inspector General has determined that providing items or services of more than nominal value ($10 individually and $50 in the aggregate annually per patient) is seen as enticement (the patient or their family are more likely to come to NIHD for services). Exceptions to this policy should be discussed and approved by the Administrator on Call (AOC) on a case-by-case basis.
If it is determined that equipment will be temporarily loaned for use outside of the District, the patient or family care giver will be required to complete the 'Equipment Loan Form' and be expected to return borrowed items timely and in good condition. (See Attachment)

REFERENCE:
1. Office of Inspector General: Offering Gifts and Other Inducements to Beneficiaries (August 2002).

RECORD RETENTION AND DESTRUCTION:
Equipment Loan Form will be completed by NIHD House Supervisor and signed by the patient or family/caregiver. The form will be stored in the House Supervisor office until the item has been returned and found to be in good condition; after which the form shall be destroyed via NIHD shredding process.

CROSS REFERENCED POLICIES AND PROCEDURES: N/A

Supersedes: v.1 Equipment Loan Policy & Form

NORTHERN INYO HEALTHCARE DISTRICT
NON-CLINICAL POLICY AND PROCEDURE

Title: Accessibility & Labeling of Piped Med Gas System EC.02.05.09 EP11		
Owner: Maintenance Manager	Department: Maintenance	
Scope: Facilities		
Date Last Modified: 09/26/2022	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 12/16/2015	

PURPOSE:
The hospital makes main supply valves and area shut-off valves for piped medical gas and vacuum systems accessible and clearly identifies what the valves control.

POLICY
It is the policy of Northern Inyo Healthcare District (NIHD) that all piped medical gas system shall be accessible and properly labeled in compliance with the NFPA 99-2012, Chapter 5.

PROCEDURE

1. All main supply valves and area control (shut-off) valves for piped medical gas and vacuum systems shall be accessible and clearly labeled.

2. Piping is labeled by stencil or adhesive markers identifying the gas or vacuum system, including the name of system or chemical symbol, color code (see NFPA99-2012: Table 5.1.11), and operating pressure if other than standard.

3. Labels are at intervals of 20 feet or less and are in every room, at both sides of wall penetrations and on every story traversed by riser.

4. Piping is *not* painted.

5. All medical gas systems shall be labeled per NFPA 99-2012, Chapter 5. Zone valve labeling shall include the exact rooms or areas that are served by the load side of the zone valve(s). Example: PACU Rooms 1, 2, 3, 5, 6.

6. Staff is trained about the locations of the applicable medical gas zone valves, which might be needed during emergencies.

7. Shutoff valves are identified with the name or chemical symbol of the gas or vacuum system room or areas served, and caution not to use valve except in an emergency.

8. Staff must know who is authorized to shut off during an emergency. The Respiratory Care Team, Maintenance or House Supervisor will assess the need if oxygen supply to the affected area should be discontinued. Only the Respiratory Care Team is authorized to order a supply valve closed. A member of the Respiratory Care Team will be responsible for closing the valve after ensuring all persons'

dependent on oxygen delivery systems are properly treated. *NOTE: With the exception in Surgery areas only, the Anesthesia personnel will turn off the oxygen.* This information is located in the Fire Response Plan-Code Red.

9. The accessibility of all shut-off valves, as well as the main control valves, shall undergo regular monitoring during environmental rounds to ensure no obstructions exist and a minimum 36-inch clearance is adhered to.

REFERENCES:

1. The Joint Commission CAMCAH Manual (July.-2022) EC.02.05.09 EP11
2. National Fire Protection Agency (NFPA) 99-2012, Chapter 5.

RECORD RETENTION AND DESTRUCTION: N/A

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Accessibility & Labeling of Piped Med Gas System EC.02.05.09 EP11
2. Accessibility & Labeling of Piped Med Gas System EC.02.05.09 EP11
3. Accessibility & Labeling of Piped Med Gas System EC.02.05.09 EP11

Supersedes: v.1 Accessibility & Labeling of Piped Med Gas System EC.02.05.09 EP11