

September 21 2022 Regular Board Meeting

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AGENDA

NORTHERN INYO HEALTHCARE DISTRICT BOARD OF DIRECTORS REGULAR MEETING

September 21, 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=TDIiWXRuWjE4T1Y2YVFWbnF2aGk5UT09>
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:

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 Request for Additional Funds for the Pharmacy and Infusion Project (*Board will receive this presentation and consider the approval of additional funding*)

- B. Physician Recruitment and 1099 District Physician Contract Template Review (*Board will consider the review of this information*)
 - 4. Chief of Staff Report, Sierra Bourne MD:
 - A. Medical Staff Appointments (*Board will consider the approval of these 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
 - B. Medical Staff Resignations (*Board will consider the approval of these Medical Staff Resignations*)
 - 1. Laura Sullivan, MD (*Renown tele-cardiology*) – effective 06/21/22
 - 2. William Timbers, MD (*emergency medicine*) – effective 08/01/22
 - C. Policies (*Board will consider the approval of these 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
 - D. 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 22-15, 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 August 17, 2022 Regular Board Meeting (*Board will consider the approval of these minutes*)
- 7. Approval of minutes of the August 31, 2022 Special Board Meeting (*Board will consider the approval of these minutes*)
- 8. Approval of minutes of the September 7, 2022 Special Board Meeting (*Board will consider the approval of these minutes*)
- 9. Chief Executive Officer Reports (*Board will consider accepting these reports*)
- 10. Chief Medical Officer Report (*Board will consider accepting this report*)
- 11. Chief Nursing Officer Report (*Board will consider accepting this report*)

12. Financial and Statistical reports for July 31, 2022 (*Board will consider accepting this report*)
13. Approval of Policies and Procedures (*Board will consider the approval of these 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

14. Reports from Board members (*Board will provide this information*).

15. Public comments on closed session items.

16. 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)
- 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

17. Return to open session and report on any actions taken in closed session.

18. 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: 8/25/2022

Title: **Approval of the Request for Additional Funds for the Pharmacy and Infusion Project**

Synopsis: We are asking for Board approval for the Pharmacy / Infusion remodel project new budget number.

See attached backup documentation for this request.

Also attached to this is the preliminary budget request 8/25/2021.

Prepared by: Scott Hooker
Director of Facilities

Reviewed by: *Kelli Davis*
Kelli Davis, CEO

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

Date: 8/25/2021

Title: **APPROVAL OF THE PHARMACY AND INFUSION PROJECT PRELIMINARY
BUDGET \$3,000,000.00**

Synopsis: We are asking for Board approval for the Pharmacy / Infusion remodel project budget number. \$3,000,000.00

We are asking the Board to approve the Pharmacy / Infusion project budget preliminary number. These numbers are preliminary, as we do not have OSHPD approval yet. This approval is a requirement by OSHPD in order to complete an expedited review of the project. This will also allow our CEO to approve the bid packets and contracts as they come in, allowing us to expedite the start of this project.

Prepared by: Scott Hooker
Director of Facilities

Reviewed by: Kelly Davis
Name
Title of Chief who reviewed INTERIM CEO

Approved by: Kelly Davis
Name
Title of Chief who approved INTERIM CEO

FOR EXECUTIVE TEAM USE ONLY:

Date of Executive Team Approval: 9-1-2021 Submitted by: Kelly Davis
Chief Officer



Northern Inyo Healthcare District
Attention: Mr. Scott Hooker
150 Pioneer Lane
Bishop, CA 93514

RE: Pharmacy and Infusion Project Updated Budget Backup

Dear Scott:

It is the project teams desire to provide the NIHD Board Backup for final budget approval being presented on September 21, 2022. As the board is aware the Pharmacy Project/Infusion project is required to be upgraded to meet current requirements for a HD Buffer (Hazardous Material Hood with Negative Air) by the Pharmacy Board. This requirement is time sensitive and therefor an expedited design and review protocol was presented to HCAI and terms of this agreed on expedited review are as follows:

1. A/E Team to commit to a two week turn around on back check comments.
2. Construction Team (Colombo) to be engaged in the project and ready to start work within two weeks of approval.
3. Preliminary budget approval by the NIHD Board.
4. Lastly, all members of the project team – NIDH Staff, A/E and Construction team must agree to these terms.

The relevant budget impact items are highlighted. (See letter attached)

Budget Development Timeline:

HCAI Expedited Review Protocol: As the HCAI Expedited Review protocol states, a budget allocation needed to be approved by the NIHD Board. A budget allocation of 3 million was given by the project team in compliance with the HCAI requirement and prior to final plan development. The amount was directly related to the NIHD prior budget allocation for this project and not necessarily based on the actual budget value. This procedure was to engage the project team with HCAI to dramatically reduce the design and approval time through HCAI.

Project Bid: On April 7th, 2022 the Pharmacy/Infusion Remodel was approved by HCAI and the project team proceeded with bidding process and on April 21st – bids were opened with many of the scopes of work not covered by contractors. The project team met, reviewed the open scopes of work and put the project back out to bid again for a bid opening of May 13. Bids were open, but unfortunately still many of the scopes of work had no coverage. As allowed under public contract law, the remaining scope of work were negotiated. This process allows the project team to reach out directly to qualified contractors to provide an informal bid. The reasoning is the bidding process is more of a dialogue where contractor concerns regarding their scope of work can be answered and they would be more willing to provide pricing.

As you can see by the schedule outline below this process had to be initiated three times again with limited results. On August 12, the final scope of work, electrical, was responded to and a final budget was drafted. This budget was presented to the NIHD on August 29th.

Please see timeline below for budget and buy out:

1-25-21 Initial Budget Request of \$3 Million
12-9-21 Preliminary Budget
4-7-22- Plans Approved by HCAI
4-21-22- 1st Bid Due- Incomplete coverage
5-13-22- 2nd Bid Due- Incomplete coverage
6-6-22- Informal Bid recommendation letter sent for roofing, Glazing, Flooring, and concrete
6-17-22- Informal Bid recommendation letter sent for fire alarm / nurse call systems
7-27-22- Informal Bid recommendation letter sent for structural steel
8-1-22- Budget update sent to NIHD
8-12-22- Informal Bid recommendation letter sent for electrical

A problematic project bid: There are three main Construction Cost Factors which have impacted the budget of this project:

1. *Size and Complexity of the Pharmacy/Infusion Remodel Project.* This is a smaller, very complex project in an existing facility. The risk exposure to contractors is high and the project size is not large enough to offset the risk.
2. *Location:* The current construction market is good and there is plenty of work locally to keep contractors close to home vs. traveling 200 miles for a project. Plus the added expense of staying in motels.
3. *Material and Labor Costs:* For the past three years, construction material costs have increased at an unprecedented rate. Steel continues to be a volatile commodity and most of this product is imported from overseas. Supply chain challenges have also added to the cost of construction materials. In an article published by ENR 20-city average yearly price for steel rose **37%** by the end of 2021, while the overall Materials Cost Index experienced an increase of 31%. Similar cost escalation data is being seen for 2022 and will probably continue. Lumber prices have tripled (300% increase) in a year as demand for building supplies remains high, production mills are still trying to catch up.

Conclusion: Opportunities to reduce cost while maintaining the expedited review process had been an ongoing process through the entire design and development of this project. Contractor Outreach was also a central part of the bidding process, unfortunately the complexity and location of the project discouraged bidders from bidding. We are pressing forward to meet the timeline the Pharmacy Board has place on us and at this time we are recommending approval of the final budget so we can bring the Pharmacy/Infusion Project to a successful conclusion.

**PHARMACY / INFUSION REMODEL
NIHD FINAL BUDGET**

Location:	Bishop CA	
Date:	Monday, August 1, 2022	
Plans:		
Prepared By:	Colombo Construction Co., Inc.	
SECTION	DESCRIPTION	Total
02100	Demolition	\$ 203,500
03300	Concrete	\$ 55,000
04200	Masonry	\$ -
05100	Structural Steel	\$ 14,869
06200	General Construction	\$ 692,000
06400	Architectural Woodwork	\$ 148,800
07300	Roofing	\$ 8,550
08800	Window Glass Glazing	\$ 59,825
09200	Lath Plaster and Drywall	\$ 648,000
09300	Ceramic Tile	\$ 28,250
09500	Acoustical Ceilings	\$ 105,050
09600	Flooring and Carpet	\$ 58,924
09900	Painting	\$ 26,950
15300	Fire Sprinklers	\$ 32,300
15400	Plumbing	\$ 184,969
15800	HVAC	\$ 1,186,968
16000	Fire Alarm / Nurse call	\$ 119,138
16000	Electrical	\$ 592,836
	Subtotal	\$ 4,168,929
8%	CM Fee	\$ 360,000
	Subtotal	\$ 4,528,929
	General Conditions / Closeout	\$ 407,913
	Subtotal	\$ 4,936,842
1%	Liability Insurance	\$ 49,368
	Subtotal	\$ 4,986,210
	Bond	\$ 39,890
	Total Construction Cost	\$ 5,026,100
	CM Pre-Construction Service	\$ 50,000
	Subtotal	\$ 5,076,100
	Contingency	\$ 463,930
	Total Project Cost	\$ 5,540,030

Attachments



August 25, 2021

Northern Inyo Healthcare District
Attention: Mr. Scott Hooker
150 Pioneer Lane
Bishop, CA 93514

RE: OSHPD Pharmacy Expedited Plan Review

Dear Scott:

As you are aware, we received some good news from OSHPD and their acceptance of our request for an expedited review for the Pharmacy project. As the letter below suggests, OSHPD is very focused to meet the needs of the North Inyo Healthcare District in doing what they can to significantly reduce the review time for the project plans. However, OSHPD needs reasonable assurance the project team will be ready to receive the approved plans and mobilize the construction team in order to take advantage of OSHPD's efforts to expedite this review. We will need to provide documentation and sign off on the following terms as they have been presented to us:

1. A/E Team to commit to a two week turn around on back check comments.
2. Construction Team (Colombo) to be engaged in the project and ready to start work within two weeks of approval.
3. Preliminary budget approval by the NIHD Board.
4. Lastly, all members of the project team – NIDH Staff, A/E and Construction team must agree to these terms.

Currently, we are forwarding **Item #3, the Preliminary Budget to the Board for review, consideration and approval.** As the NIHD facility team put together its current fiscal year budget, an allowance **of Three Million Dollars (\$3M)** was allocated for the new Pharmacy project. Approval of this preliminary budget would complete OSHPD's requirement for expedited review as well as allow for the project team to begin preliminary work to provide an "Early Start" of the project.

Recognizing that by the time the Board receives this request and approves the preliminary budget, three weeks will have lapsed and it is our understanding OSHPD will proceed, in good faith, to move forward with the expedited review.

Please do not hesitate to contact me if you have any questions. Thank you for your time and consideration. See attached letter from Tony Ping to OSPHD explaining this process and agreement.

Sincerely,
COLOMBO CONSTRUCTION CO., INC.

A handwritten signature in black ink, appearing to read 'Louis Varga', is written over the typed name.

Louis Varga, Vice President Project Development
Vice President of Project Development



(Email from Tony Ping to Rick DeSouza (OSHPD) regarding expedited review)

Mr. Rick DeSouza:

Thank you for considering our request to expedite this project. I have been in direct contact with all parties involved in this effort and after review, we are grateful for your willingness to work interactively on this project and we want to proceed on this basis. The process we have undertaken is to have all the project contributors aligned in this effort. The hospital is engaging Colombo Construction to be the contractor/manager of this effort. Colombo is currently bidding/costing the construction plan check documents to fully define the cost of construction and to ensure we have the correct and identified subcontractors available to start this project upon approval. This effort will be updated as we proceed through the process and new information/changes become available. Our intent is to have a fully defined and vetted construction team ready to start construction immediately after approval and Notice of Start of Construction is issued. It is understood that the NOSOC cannot be issued and construction cannot start until the current separation project is fully completed and closed out, which is expected to be forthcoming. The hospital is working to have the contractor along with their subcontractors approved and funded during the review/permitting process to allow an immediate project start upon approval.

Our office is very focused to meet the needs of the hospital and the area's patients. We are committed to the following response times:

- 1) A/E time to respond to back check comments – 2 weeks from receipt from OSHPD.
- 2) The contractor will start full construction within 4 weeks of approval to proceed, as an outer limit. Two weeks is our hopeful start.
- 3) The hospital will work interactively with the A/E team and the contractor/construction manager to support the above timelines.

With this, we ask OSHPD to proceed with this project on a managed project process/approach. We will work within the above timelines to facilitate this effort. When OSHPD is able to identify their timelines, we will jointly keep a tentative calendar as we work toward approval and construction.

Thank you again for your willingness to process this project in an expedited manner. Please advise us of the actions and steps we need to take to support you and OSHPD.

Tony Ping



NORTHERN INYO HEALTHCARE DISTRICT

One Team. One Goal. Your Health.

FACILITY PROJECTS UPDATE

September 21, 2022

Prepared by:



COLOMBO
CONSTRUCTION COMPANY, INC.

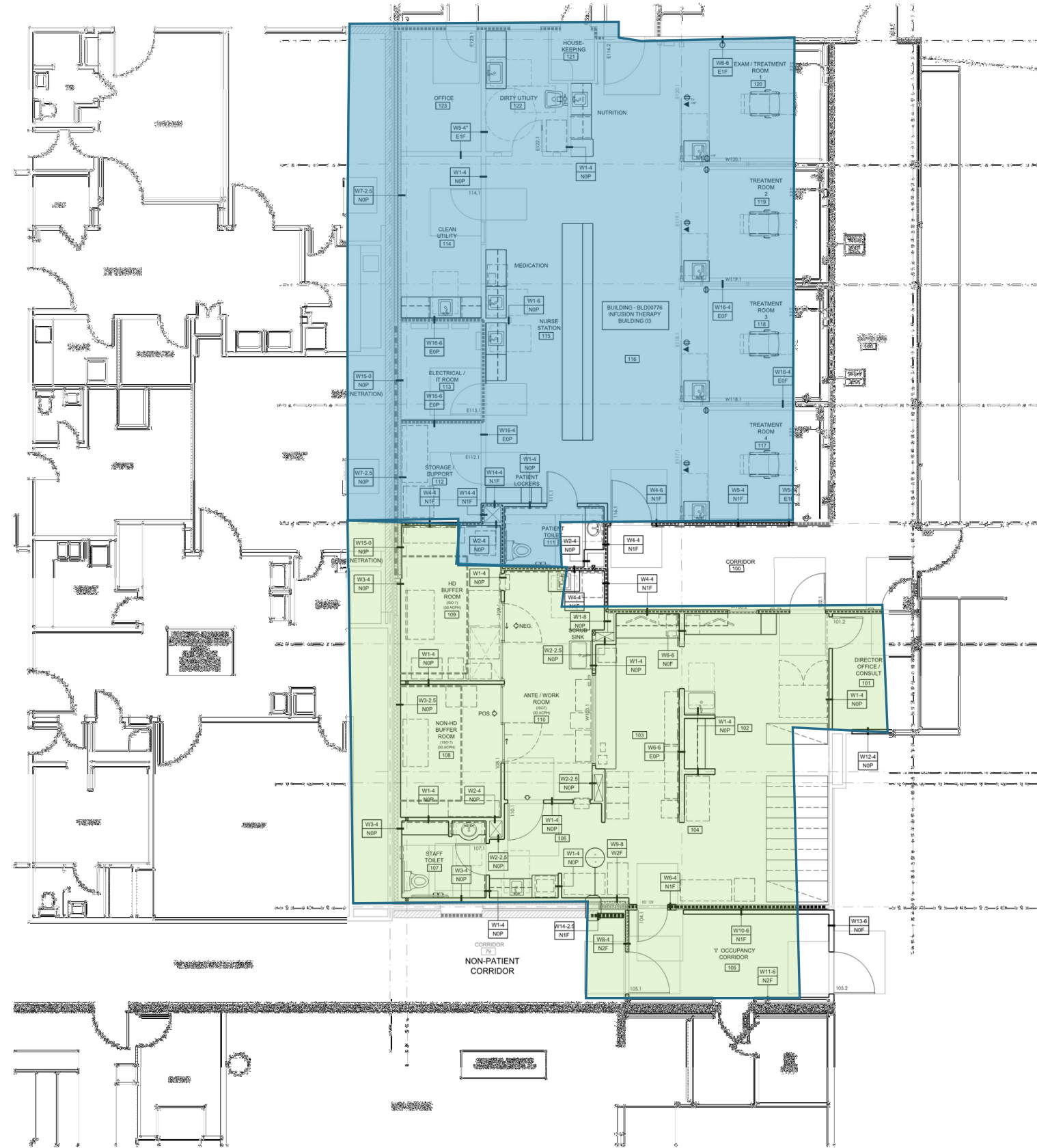
Pharmacy/Infusion:

- Is required by HCAI (formally OSHPD) and the Board of Pharmacy, USP 797 and USP 800.
- License on the main hospital building is contingent on entire project (Pharmacy & Infusion) being completed.
- Deadline for compliance of the Pharmacy/Infusion project has passed but was granted a temporary extension based on the team's construction progress.
- Dwayne's Pharmacy currently providing NIHD with our compounding needs.
- Plans could not be submitted to HCAI prior to final sign-off of the Decommissioning Project.



Pharmacy/Infusion Detail

Pharmacy Area – 1,750 sq. ft.
 Infusion Area – 3,214 sq. ft.



Pharmacy/Infusion Cost Increases:

- Preliminary budget for the Pharmacy was a requirement of HCAI for expedited review, and was submitted prior to Design Development Drawings.
- Original Pharmacy design had to be modified to meet new code requirements (delay due to Decommissioning).
- Infusion Area with new code requirements added significant cost to the project.
- As-built conditions were dramatically different from original approved plans; new plans had to be modified to accommodate.
- ADA upgrades required by HCAI.

Pharmacy/Infusion Problematic Bidding:

- Size and complexity of project
- Location
- Cost escalation of material and labor

Bidding Sequence:

4-21-22 - 1st Bid Due - Incomplete coverage

5-13-22 - 2nd Bid Due - Incomplete coverage

6-6-22 - Informal bid recommendation letter sent for roofing, glazing, flooring, and concrete

6-17-22 - Informal bid recommendation letter sent for fire alarm / nurse call systems

7-27-22 - Informal bid recommendation letter sent for structural steel

8-1-22 - Budget update sent to NIHD

8-12-22 - Informal bid recommendation letter sent for electrical

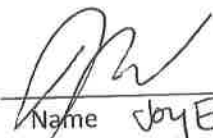
**NORTHERN INYO HEALTHCARE DISTRICT
REPORT TO THE BOARD OF DIRECTORS
FOR INFORMATION**

Date: 09/07/2022

Title: **Physician Recruitment and 1099 District Physician Contract Template Review**

Synopsis: Presenting contract templates for Physician Recruitment and 1099 District Physician Contract to be reviewed by the Board.

The NIHD Board could also consider discussion whether the Board would like to review all Physician contracts verses having NIHD administration review and approve Physician Contracts without Board review.

Prepared by: 
Name Joy Engblade MD
Title CMO

Approved by: 
Name KELLI DAVIS
Title CEO

Physician Recruitment Agreement

by and between

Northern Inyo Healthcare District (“District”)

and

INSERT NAME, MD

(“Physician”)

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Exhibits

- Exhibit 1.1 – Service Area
- Exhibit 2.1(c) – Physician Financial Report Form
- Exhibit 3.1(a) – Recruitment Note
- Exhibit 3.1(b) – Physician Security Agreement

PHYSICIAN RECRUITMENT AGREEMENT

THIS PHYSICIAN RECRUITMENT AGREEMENT (this “**Agreement**”) is entered into on this 12 day of August, 2022 (the “**Effective Date**”), by and between the Northern Inyo Healthcare District, a political subdivision of the State of California (“**District**”), and **INSERT NAME**, MD an individual (“**Physician**”). District and Physician are sometimes referred to in this Agreement, individually, as a “**Party**” or, collectively, as the “**Parties.**”

RECITALS

A. District owns and operates a licensed general acute care hospital facility located at 150 Pioneer Lane, Bishop, California (“**Hospital**”).

B. Physician is duly licensed to practice medicine in the State of California and is board certified for the practice of medicine in the specialty of **THE SPECIALTY** (the “**Specialty**”).

C. Physician has expressed to District that she will not relocate to establish a medical practice in the Service Area (as defined below) without the financial assistance provided by District pursuant to this Agreement.

D. The District Board of Directors has determined that there is a community need for the services of Physician based upon the following factors:

1. The population-to-physician ratio in the community is currently deficient in the Specialty.

2. A reduction in the number of physicians in the Specialty due to recent retirements or departures of physicians in the Specialty and more within the foreseeable future (i.e., the next three-to-five year period) and the District reasonably believes and anticipates that such retirements or departures have and will result in a deficiency of physicians in the Specialty.

3. There is a documented lack of physicians in the Specialty serving patients under certain third-party payor arrangements (e.g., HMO enrollees) and Physician commits to serving a “substantial number” of patients under such third-party payor arrangements.

4. There is a demand in the community for a physician with the particular clinical skills or experience of the Physician in order to facilitate the development or expansion of a District service or District service-line in a manner that will benefit the communities served by the District.

5. There is a demand and growing need in the community for a physician with the Physician’s particular clinical skills and experience in order to improve the quality of care provided at the District and related service lines.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PHYSICIAN'S OBLIGATIONS

1.1 Relocation and Establishment of Practice Physician shall, no later than **THE START DATE** (the “**Start Date**”), relocate primary residence (the “**Primary Residence**”) to a location that is within the District’s primary service area as set forth in Exhibit 1.1 (the “**Service Area**”) Physician shall not, during the term of this Agreement, relocate her Primary Residence outside of this location without the prior written consent of District.

1.2 Full-Time Commitment Physician shall, no later than the Start Date, commence providing professional medical services at District’s **LOCATION OF SERVICES** pursuant to a written agreement (the “**PSA**”) between Physician and **XX** dated **THE CONTRACT DATE**

1.3 Participation in Governmental Programs Physician shall, from and after the Start Date, be a participating provider in the Medicare and Medi-Cal programs and such other federal health care programs, as defined at 42 U.S.C. § 1320(a)-7b(f), as requested by District from time to time (“**Government Health Care Programs**”); accept and perform professional services for Government Health Care Program patients at a level that is commensurate with the community need in the Service Area as determined by District; and participate in any Medicare and/or Medi-Cal managed care efforts and programs of District, as reasonably requested by District from time to time.

1.4 Uncompensated Care Physician shall, from and after the Start Date, provide uncompensated care as reasonably requested by District from time to time. District and Physician shall cooperate in designating the recipients of uncompensated care.

1.5 Medical Staff Membership (a) Physician shall, from and after the Start Date, be a member in good standing in the “active staff” category (or its equivalent) of the medical staff of Hospital (the “**Medical Staff**”), and maintain all clinical privileges necessary to practice medicine in the Specialty at Hospital; provided, however, that if Physician, as of the Start Date, is not a member in good standing in the “active staff” category (or its equivalent) of the Medical Staff, Physician shall have a reasonable amount of time to obtain such membership, provided that Physician diligently pursues such membership in accordance with the normal procedures set forth in the bylaws, rules, regulations, policies and procedures of Hospital and the Medical Staff.

(b) Without limiting the generality of the foregoing, as a candidate for initial appointment or reappointment to the Medical Staff, Physician shall: (i) submit a written application, using the prescribed form, in which all of the required information is provided, and all entries and attachments are legible, understandable, and substantively responsive to the questions and requests for information; (ii) respond to all further requests for clarifying information or the submission of supplementary materials, by producing the information or materials directly or taking such measures as may be necessary to obtain them or arrange for them to be produced if they are in the possession or control of another party; (iii) assist as necessary in the solicitation of written evaluations from references and other sources of information, including, if requested, executing a special release or similar document; and (iv) until final action is taken on the application at the governing body level, keep the applicable

current and complete by informing the Medical Staff, in writing, of any material changes in the information provided or of any new information that might reasonably have an effect on Physician's candidacy. All of these obligations are to be met within such time limits as may be specified, or, if none are specified, within a reasonable time.

(c) Physician shall, from and after the Start Date, actively participate in the Medical Staff department or section encompassing the Specialty and on all the Medical Staff committees to which Physician may be appointed by the Medical Staff from time to time.

(d) Physician may also obtain and maintain medical staff membership and clinical privileges at any other District or health care facility.

1.6 Professional Qualifications Physician shall, from and after the Start Date, be duly licensed to practice medicine in the State of California, and shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties (the "**Board**"); provided, however, that if Physician is not board certified in the Specialty by the Board as of the Start Date, Physician shall have a reasonable amount of time to obtain such board certification, provided that Physician diligently pursues such board certification and exercises her best efforts to complete this process and become board certified in the Specialty by the Board at the earliest date reasonably possible.

1.7 Professional Standards Physician shall, from and after the Start Date, comply with all bylaws, rules, regulations, policies and procedures of District, Hospital and the Medical Staff and participate in continuing education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

1.8 Notification of Certain Events Physician shall notify District in writing within twenty-four (24) hours after becoming aware of the occurrence of any of the following events:

(a) Physician becomes the subject of, or otherwise materially involved in, any investigation, proceeding, hearing or other disciplinary action by any federal, state or local governmental agency or program, including the Government Health Care Programs;

(b) Physician's medical staff membership or any clinical privilege at any health care facility (including Hospital) is denied, suspended, terminated, restricted, revoked or voluntarily relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Physician becomes the subject of any suit, action or other legal proceeding arising out of Physician's professional services;

(d) Physician is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

(e) Physician becomes the subject of any disciplinary proceeding or action by any health care facility, state's medical board or similar agency responsible for licensing, professional standards or behavior;

(f) Physician is charged with a felony or with a misdemeanor involving fraud, dishonesty, or moral turpitude;

(g) any act of nature or any other event occurs which substantially interrupts all or a portion of the Practice or which has a material adverse effect on Physician's ability to perform her obligations under this Agreement;

(h) Physician changes her Specialty

(i) Physician's license to practice medicine in the State of California, or any other jurisdiction, is denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(j) Physician fails to maintain current and valid Drug Enforcement Agency ("DEA") registration; or

(k) Physician joins a group practice.

1.9 Participation on Emergency Department Call Panels Physician shall, from and after the Start Date, participate on any emergency department call panels of physicians practicing in the Specialty maintained by District in a manner consistent with the coverage schedule and call requirements established by District and the Medical Staff for such service and as required under the PSA.

1.10 Community Benefit Activities Physician shall, from and after the Start Date, participate in health fairs and other community health activities sponsored by District, as reasonably requested by District from time to time.

1.11 Administrative Obligations.

Physician shall, from and after the Start Date, take all necessary and reasonable steps to ensure that accounts receivable may be promptly collected from Physician's patients and any payors responsible for such patients, including cooperation with Hospital in completing any necessary documentation and payor credentialing.

**ARTICLE II.
RECRUITMENT INCENTIVES**

2.1 Relocation Incentive Bonus.

(a) Relocation Incentive Bonus. District shall advance to Physician an amount equal to **DOLLAR AMOUNT (\$XX)** as a relocation incentive bonus. This sum shall be paid within 90 days of Start Date. The amount advanced to Physician pursuant to this Section 2.1 (the "**Relocation Incentive Bonus**") shall be forgiven and/or repaid pursuant to the terms and conditions of the Recruitment Note (as defined below).

(b) Conditions on Relocation Incentive Bonus. District's obligation to provide the Relocation Incentive Bonus to Physician shall be contingent upon Physician's compliance with the terms and conditions of the Recruitment Note, the Physician Security Agreement (as defined below), this Agreement and the PSA.

2.2 Moving Expense Loan.

(a) Moving Expense Loan. District shall, within thirty (30) days after submission to District of a bona fide written estimate of Moving Expenses from a moving company acceptable to District and/or receipts evidencing the Moving Expenses, loan to Physician an amount necessary to reimburse Physician for the Moving Expenses (as defined in Section 2.1(b)) actually incurred by Physician in connection with Physician's relocation to the Service Area; provided, however, that such amount shall not exceed **DOLLAR AMOUNT (\$XX)**. The amount loaned to Physician pursuant to this Section 2.1 (the "**Moving Expense Loan**") shall be forgiven and/or repaid pursuant to the terms and conditions of the Recruitment Note (as defined below).

(b) Moving Expenses. For the purposes of this Agreement, "**Moving Expenses**" shall mean and be limited to the actual and reasonable cost of (i) travel and lodging expenses for no more than two (2) trips to the Service Area for the purpose of searching for a personal residence; (ii) one or more moving vans for personal and practice-related possessions; (iii) packing of personal and practice-related possessions (including packaging materials); (iv) loading and unloading of personal and practice-related possessions; and (v) relocation travel expenses for airfare, or mileage and lodging if traveling by automobile.

(c) Conditions on Moving Expense Loan. District's obligation to provide the Moving Expense Loan to Physician shall be contingent upon Physician's submission to District, within sixty (60) days after the Start Date, of receipts to District evidencing the Moving Expenses, in form and substance acceptable to District, and Physician's compliance with the terms and conditions of the Recruitment Note, the Physician Security Agreement, this Agreement and the PSA. If Physician does not submit such receipts to District within sixty (60) days after the Start Date, District shall not be obligated to loan to Physician any further amounts under this Section 2.1, and Physician shall immediately return to District any amounts previously advanced to Physician under this Section 2.1.

2.2 Student Loan Repayment

(a) Provided Physician has complied with all of the terms and conditions of this Agreement and the PSA, District shall, on a monthly basis, forward directly to the lender(s) holding Physician's medical student loans (the "**Student Loan Lender**") an amount not to exceed **One Thousand, Six Hundred and Sixty-Six Dollars (\$1,666) per month** (to be divided between lenders as reasonably requested by Physician) for a *maximum of thirty-six months*. The total amount paid by the District to the Student Loan Lender(s) pursuant to this Section 2.2 shall not exceed **Sixty Thousand Dollars (\$60,000)** in the aggregate. The total amount advanced to Physician pursuant to this Section 2.2 (the "**Student Loan Repayment**") shall be forgiven and/or repaid pursuant to the terms and conditions of the Recruitment Note (as defined below).

(b) Conditions on Student Loan Repayment. District's obligation to provide the Student Loan Repayment to Physician shall be contingent upon Physician's compliance with the terms and conditions of the Recruitment Note, the Physician Security Agreement (as defined below), and this Agreement. In the event the PSA is terminated, District shall have no further obligation to make any additional student loan payments after the date of such termination.

2.3 Limitation on Aggregate Forgivable Assistance. Notwithstanding any other provision of this Agreement, the aggregate amount of the Moving Expense Loan and Relocation Incentive Bonus and Student Loan repayment shall not exceed **TOTAL DOLLAR AMOUNT (\$XX).**

2.4 Final Statement Within thirty (30) days after the payment of the Relocation Incentive Bonus and Moving Expense Loan, District shall prepare and deliver to Physician a written statement of the aggregate amount of principal and accrued interest under the Recruitment Note as of such date (the “**Final Statement**”). If Physician does not provide a written notice of objection within thirty (30) days of District’s delivery of the Final Statement, the amount reported by District on the Final Statement shall be deemed accepted and agreed to by Physician as the total principal balance owed by Physician to District under the Recruitment Note as of the date of the issuance of the Final Statement with respect to each loan.

ARTICLE III. PROMISSORY NOTES AND SECURITY AGREEMENTS

3.1 Recruitment Note Concurrently with the execution of this Agreement, Physician shall execute and deliver to District:

(a) the secured promissory note in the form attached as Exhibit 3.1(a) (the “**Recruitment Note**”);

(b) the security agreement in the form attached as Exhibit 3.1(b) (the “**Physician Security Agreement**”); and

(c) a completed and executed copy of IRS Form W-9 identifying Physician’s taxpayer identification number.

3.2 Further Cooperation Physician shall perform all actions and execute all documents necessary to perfect the security interests granted in the Physician Security Agreement as reasonably requested by District from time to time.

ARTICLE IV. INSURANCE AND INDEMNITY

4.1 Malpractice Liability Insurance Physician shall obtain and continuously maintain (or cause to be obtained and continuously maintained) professional malpractice liability insurance coverage with an insurance company acceptable to District in the amount of at least One Million Dollars (\$1,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) in the annual aggregate for the acts and omissions of Physician.

4.2 Certificate of Insurance On or before the Start Date, Physician shall provide to District (or cause to be provided to District) an original certificate evidencing professional malpractice liability insurance coverage, and shall provide to District (or cause to be provided to District) proof of continued professional malpractice liability insurance coverage on an annual basis (or as periodically requested by District). Physician shall provide to District at least thirty

(30) days' prior written notice of cancellation or any material change in such professional malpractice liability insurance coverage.

4.3 Tail Coverage If Physician's professional malpractice liability insurance is provided on a claims-made basis, upon the expiration or termination of this Agreement for any reason, Physician shall continuously maintain (or cause to be continuously maintained) such insurance or purchase (or cause to be purchased) extended reporting period (*i.e.*, "tail") coverage for the longest extended reporting period then available to ensure that insurance coverage in the amount set forth in Section 4.1 is maintained for claims which arise from services provided by Physician during the term of this Agreement.

4.4 Responsibility For Own Acts. Without limiting or affecting any insurance coverage applicable to any loss or claims, District and Physician shall be responsible for its, her or her own acts and omissions.

4.5 Cooperation between the Parties.

(a) The Parties recognize that, during the term of this Agreement and for a period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties shall agree to cooperate in good faith, using their best efforts, to address such risk management and claims handling issues in a manner that strongly encourages full cooperation between the Parties.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an "**Action**") arises with a third party wherein both of the Parties are included as defendants, each such Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each such Party shall make every reasonable attempt to include the other such Party in any settlement offer or negotiations. In the event the other such Party is not included in the settlement, the settling Party shall, unless prohibited by the settlement agreement, immediately disclose to the other such Party in writing the acceptance of any settlement and terms relating thereto.

4.6 Survival of Insurance and Indemnity Obligations The provisions of this Article V shall expressly survive the expiration or earlier termination of this Agreement.

**ARTICLE V.
RELATIONSHIP BETWEEN THE PARTIES**

5.1 Independent Contractor Physician is and shall at all times be an independent contractor with respect to District in meeting Physician's responsibilities under this Agreement. Nothing in this Agreement is intended nor shall be construed to create a partnership, employer-employee or joint venture relationship between District and Physician.

5.2 Limitation on Control District shall neither have nor exercise any control or direction over professional medical judgment of Physician or the methods by which Physician performs professional medical services; provided, however, that Physician shall be subject to and

shall at all times comply with the bylaws, rules, regulations, policies and procedures of District and the Medical Staff.

5.3 No Tax or Benefit Contributions District shall have no obligation under this Agreement to withhold, compensate, or pay applicable taxes for (including, but not limited to, federal and state income and employment taxes), or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of Physician or any other person employed, retained by or associated with Physician. If District is required to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of Physician or any person employed, retained by or associated with Physician, Physician shall reimburse District the amount of any such expenditure within thirty (30) days after being notified of such expenditure.

5.4 Referrals Physician shall be entitled to refer patients to any District or other health care facility or provider deemed by Physician best qualified to deliver medical services to any particular patient. No term of this Agreement shall be construed as requiring or inducing Physician to refer patients to District or any Affiliate (as defined below). Physician's rights under this Agreement shall not be dependent in any way on the referral of patients or business by Physician to District or any Affiliate. Physician may obtain and maintain medical staff membership and clinical privileges at any other District or health care facility.

ARTICLE VI. TERM AND TERMINATION

6.1 Term This Agreement shall have a term commencing on the Effective Date and continuing until all sums owing on the Recruitment Note are either forgiven or repaid in full in accordance with the terms of this Agreement.

6.2 Termination by District District shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following events (each, an "**Event of Default**"):

(a) Physician breaches any covenant or agreement contained in this Agreement, the Recruitment Note or the Physician Security Agreement, and such breach is not cured to the reasonable satisfaction of District within a period of thirty (30) days after District gives written notice of such breach to Physician, as applicable;

(b) Physician breaches any covenant or agreement contained in any other agreement, promissory note, instrument or document with District or any Affiliate, subject to any applicable cure periods expressly provided for in such agreement, promissory note, instrument or document;

(c) Physician breaches any representation or warranty contained in this Agreement or the Physician Security Agreement;

(d) Physician's medical staff membership, or any clinical privilege held by Physician at any health care facility (including District) is denied, suspended, terminated, restricted or revoked, temporarily or permanently, or Physician's medical staff membership, or any clinical privileges held by Physician at any health care facility (including District), is voluntarily relinquished while any investigation or proceeding is pending with respect thereto,

regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(e) Physician's license to practice medicine in the State of California, or any other jurisdiction, or Physician's U.S. Drug Enforcement Agency registration, is denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(f) Physician is debarred, suspended, excluded, or otherwise ineligible to participate whether temporarily or permanently, in any Government Health Care Program, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Physician is charged with or convicted of a felony or a misdemeanor involving fraud, dishonesty, or moral turpitude;

(h) Physician makes an assignment for the benefit of creditors, admits in writing the inability to pay her debts as they mature, applies to any court for the appointment of a trustee or receiver of any of the Collateral or any substantial part of Physician's properties, or commences any voluntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or other similar law of any jurisdiction;

(i) any such application or any such proceedings described in (i) above is filed or commenced against Physician, and Physician indicates her approval, consent or acquiescence thereto, or an order is entered adjudicating Physician bankrupt or insolvent and such order remains in effect for thirty (30) days;

(j) any execution, levy or attachment is placed on any assets of Physician, and is not released or satisfied within thirty (30) days of the issuance thereof; or

(k) Termination of the PSA.

6.3 Termination by Physician Physician shall have the right to terminate this Agreement upon the breach of this Agreement by District where the breach is not cured within thirty (30) days after Physician gives written notice of the breach to District.

6.4 Termination or Modification in the Event of Government Action.

(a) In the event of any Government Action, the Parties shall, within ten (10) days after one Party gives written notification of the Government Action to the other Party, meet and confer to negotiate in good faith to attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, after good faith negotiations, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if District determines in good faith that compliance with the Government Action is impossible or infeasible, District may terminate this Agreement effective ten (10) days after the date that District gives a written notice of termination under this Section to the other Party.

(c) For the purposes of this Section, “**Government Action**” shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to District, as a result or consequence, in whole or in part, of the arrangement between the Parties set forth in this Agreement, the Recruitment Note, or the Physician Security Agreement, if or when implemented, could reasonably be expected to result in or present a material risk of any one or more of the following:

(i) Revocation or threat of revocation of the status of any license, certification or accreditation granted to District or any Affiliate (as defined below);

(ii) Revocation or threat of revocation of the federal, state or local tax-exempt status of District or any Affiliate, or their respective tax-exempt financial obligations;

(iii) Prohibit or restrict the ability of District or any Affiliate to issue tax-exempt bonds, certificates of participation or other tax-exempt financial obligations;

(iv) Violation of or threat of prosecution under 42 U.S.C. Section 1320a-7b(b) (commonly referred to as the Anti-Kickback law), 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) or any comparable state law governing kickbacks, bribes, rebates or patient referrals if Physician referred patients to District or any Affiliate;

(v) Violation by District or any Affiliate of, or threat of prosecution of District or any Affiliate under, any law, regulation, rule or procedure applicable to District or any Affiliate;

(vi) Prohibit District or any Affiliate from submitting claims or materially reducing the reimbursement received by District or any Affiliate for services provided to patients referred by Physician; or

(vii) Subject District, Physician, any Affiliate, or any of their respective employees or agents, to civil action or criminal prosecution by any governmental authority or other person or entity or the imposition of any sanction (including any excise benefit tax penalty under Internal Revenue Code Section 4958) on the basis of their approval of or participation in this Agreement or performing their respective obligations under this Agreement.

(d) For the purposes of this Agreement, “**Affiliate**” shall mean any entity which, directly or indirectly, controls, is controlled by or is under common control with District.

6.5 Qualifying Leave of Absence.

(a) If any Qualifying Leave of Absence (as defined below) occurs during the Assistance Period, Physician’s obligations under Article I of this Agreement, and District’s obligations under Article II of this Agreement, shall be suspended, and such Qualifying Leave of Absence shall not constitute an Event of Default under this Agreement or the Recruitment Note. In such event, Physician’s obligations under Article I of this Agreement, and District’s obligations under Article II of this Agreement, shall recommence as of the end of such Qualifying Leave of Absence, and the Assistance Period shall be extended for a period equal to the length of such Qualifying Leave of Absence.

(b) If a Qualifying Leave of Absence (as defined below) occurs after the end of the Assistance Period, Physician's obligations under Article I of this Agreement shall be suspended, any repayment and/or forgiveness under the Recruitment Note, shall be suspended, and such Qualifying Leave of Absence shall not constitute an Event of Default under this Agreement, or the Recruitment Note. In such event, Physician's obligations under Article I of this Agreement shall recommence as of the end of such Qualifying Leave of Absence, and the Repayment Period under the Recruitment Note shall be extended for a period equal to the length of such Qualifying Leave of Absence.

(c) Physician shall provide to District at least thirty (30) days advance notice of any Qualifying Leave of Absence is to begin if the need for the Qualifying Leave of Absence is foreseeable, otherwise, as soon as practicable.

(d) Physician acknowledges and agrees that any leave of absence that does not constitute a Qualifying Leave of Absence, and any Qualifying Leave of Absence that exceeds a period of three (3) months, shall constitute an Event of Default for purposes of this Agreement.

(e) For purposes of this Agreement, "**Qualifying Leave of Absence**" shall mean a leave of absence for a period not to exceed three (3) months that is taken by Physician for one of the following reasons: (i) to take medical leave for her own Serious Health Condition; (ii) to care for an immediate family member (child, parent or spouse) with a Serious Health Condition; (c) for the birth and care of a newborn child of Physician; or (d) for placement with the Physician of a son or daughter for adoption or foster care. For purposes of this Agreement, "**Serious Health Condition**" shall have the same meaning as set forth in the federal Family and Medical Leave Act, 29 U.S.C. Section 2601 et. seq.

6.6 Rights upon Termination Upon any termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued or expressly survive such termination or expiration.

6.7 Immediate Repayment of Outstanding Indebtedness Upon the termination or expiration of this Agreement for any reason, District may, at its option, declare any outstanding indebtedness evidenced by the Recruitment Note to be immediately due and payable to District.

ARTICLE VII. GENERAL PROVISIONS

7.1 Amendment This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties.

7.2 Assignment Except for assignment 7.2 by District to an entity owned, controlled by, or under common control with District, no Party may assign any right, interest, duty, or obligation under this Agreement without the other prior written consent of the other Parties. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, successors, assigns and representatives.

7.3 Attorneys' Fees If any Party brings an action or proceeding for any relief or collection against any other Party, declaratory or otherwise, arising out of or relating to this Agreement or any of its attached Exhibits, the non-prevailing Party shall pay to the prevailing Party a reasonable sum for attorneys' fees and costs actually incurred in bringing such action,

including, without limitation, fees incurred in arbitration, at trial, on appeal and on any review therefrom, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered shall contain a provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For the purposes of this Section, attorney's fees shall include fees incurred in connection with post judgment motions, contempt proceedings, garnishment, levy, debtor and third party examinations, discovery and bankruptcy litigation.

7.4 Books, Documents and Records To the extent required by law or regulation, Physician shall make available, or shall cause to be made available, upon written request from District, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Physician's books, documents and records pertaining to this Agreement. Physician shall preserve, or shall cause to be preserved such books, documents and records for a period of ten (10) years after the end of the term of this Agreement. If Physician is requested to disclose books, documents or records pursuant to this Section for any purpose, Physician shall notify District of the nature and scope of such request, and Physician shall make available to District, upon written request of District, all such books, documents or records. Physician shall indemnify and hold harmless District if any amount of reimbursement is denied or disallowed because of Physician's failure to comply with the obligations set forth in this Section. Each indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs.

7.5 Compliance with Laws Physician shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments, and any Government Action, including, without limitation, policies, standards, requirements, guidelines, and recommendations of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") or the body responsible for accrediting Hospital, all as in effect and amended from time to time.

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

7.7 Disclosure No Party shall disclose any of the provisions of this Agreement to any person or entity, other than the Parties' respective attorneys or accountants, without the prior written consent of the other Parties, unless and only to the extent such disclosure is required by law, subpoena or legal process. Notwithstanding the foregoing, the Parties may disclose the provisions of this Agreement to any person or entity without the prior written consent of the other Parties to the extent such disclosure is requested or required by (a) the Party's respective contracts existing as of the date of this Agreement; or (b) fiscal intermediaries, public agencies or commissions with governmental powers and duties related to disclosure of information which have the right to compel disclosure of such information. District may also disclose the provisions of this Agreement to any person or entity without the prior written consent of Physician to the extent such disclosure is requested or required by (a) District's representatives or others in connection with any tax-exempt bond or other financing transactions of District or any Affiliate; or (b) District's corporate integrity program.

7.8 Dispute Resolution All disputes, controversies, claims, questions, or disagreements arising out of or relating to this Agreement, shall be litigated in any state or federal court having appropriate jurisdiction and located within the State of California, County of

Inyo. The Parties, by the execution of this Agreement, expressly consent to the jurisdiction of any such court, to venue therein and to the service of process in any such action or proceedings, as required by applicable law.

7.9 Entire Agreement This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties with respect to such subject matter. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

7.10 Exhibits The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement whenever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

7.11 Force Majeure No Party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors).

7.12 Governing Law This Agreement shall be construed in accordance with and governed by the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of California.

7.13 Headings The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

7.14 Income Tax Ramifications The Parties acknowledge that Physician may incur federal and state income tax liabilities from certain of the transactions contemplated by this Agreement, and that District is or may be required to report items of income to Physician under relevant income tax laws and regulations. The Parties acknowledge and agree that District has not made any representation to Physician with respect to the tax implications of the transactions contemplated by this Agreement, and that statements made by District or its agents, employees, representatives or attorneys shall not be relied upon by Physician and shall not be interpreted or construed as tax advice to Physician.

7.15 Litigation Consultation Physician shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against District or any Affiliate named, or expected to be named, as a defendant. Physician shall not accept similar consulting assignments if (a) the defendant(s) or anticipated defendant(s) include a member of the Medical Staff or any Affiliate's medical staff, and (b) the matter relates to events that occurred at District or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Physician served as a treating physician.

7.16 Meaning of Certain Words Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified, “days” shall be considered “calendar days” and “months” shall be considered “calendar months” in this Agreement and its exhibits and attachments.

7.17 No Conflicting Obligations Physician represents and warrants that the execution and delivery of this Agreement and the performance of Physician’s obligations under this Agreement do not and will not: (a) present a conflict of interest or materially interfere with the performance of Physician’s duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation. Physician shall immediately inform District of any other agreements that may present a conflict of interest or materially interfere with performance of Physician’s duties under this Agreement.

7.18 No Third Party Beneficiary Rights The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

7.19 Nondiscrimination Physician shall not differentiate or discriminate in the performance of professional services on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, medical condition, medical history, genetics, evidence of insurability, or claims history, or other basis prohibited by applicable state, federal or local law or regulation, including, without limitation, the Age Discrimination Act of 1975, the Americans with Disabilities Act and all regulations issued pursuant thereto and as may be amended from time to time. Physician shall be in full compliance with Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act, and all regulations issued pursuant thereto and as may be amended from time to time.

7.20 Notices All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice is deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to the address indicated on the signature page, or such other address as provided by a Party to the other Party, from time to time, pursuant to this Section.

7.21 Participation in Government Health Care Programs Physician represents that she has ever been debarred, suspended, excluded or otherwise ineligible to participate in any Government Health Care Program.

7.22 Representations Each Party represents with respect to itself that (a) no representation or promise not expressly contained in this Agreement has been made by the other Party or by the other Party’s agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance upon, any promise or representation, expressed or implied, other than such as set forth expressly in this Agreement; and (c) such Party

has been represented by legal counsel of such Party's own choice or has elected not to be represented by legal counsel in this matter.

7.23 Severability If any provision of this Agreement, in whole or in part, or the application of any provision, in whole or in part, is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction and such provision can be severed without substantially changing the bargain reached by the Parties, such provision or part of such provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability, performance or obligations of the remainder of this Agreement, including the remainder of such provision not determined to be illegal, invalid or unenforceable.

7.24 Waiver No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated.

7.25 Waiver of Injunctive or Similar Relief Upon any breach or termination of this Agreement by District that is determined to be improper by a court or by an arbitrator, Physician shall accept monetary damages, if any, as full and complete relief, to the exclusion of any specific performance or injunctive or similar equitable relief.

DISTRICT

Northern Inyo Healthcare District

By: _____
Its: _____

Address of District:

150 Pioneer Lane
Bishop, California 93514

PHYSICIAN

INSERT NAME, MD., an individual

Principal Place of Business:

Exhibit 1.1

SERVICE AREA

The following zip codes comprise the District Service Area: 93514, 93513, 93515

Exhibit 3.1(a)

RECRUITMENT NOTE

Not to Exceed \$ **DOLLAR AMOUNT**

Bishop, California
DATE

FOR VALUE RECEIVED, the undersigned borrower, **INSERT NAME**, M.D., an individual (“**Physician**”), promises to pay to the order of Northern Inyo Healthcare District, a political subdivision of the State of California (“**District**”), as note holder, the principal sum equal to the aggregate amount of loans provided to Physician pursuant to Section 2.1 (the Relocation Incentive Bonus) and Section 2.2. (Moving Expense Loan) of the Physician Recruitment Agreement by and between Physician and District dated as of even date herewith (the “**Recruitment Agreement**”). Unless otherwise defined in this secured promissory note (the “**Recruitment Note**”), each capitalized term shall have the same meaning given in the Recruitment Agreement. The aggregate principal amount of the loans due under this Recruitment Note (the “**Principal**”) shall not exceed **TOTAL DOLLAR AMOUNT (\$XX)**.

1. Advances of Principal; Interest.

(a) Physician hereby promises to pay to the order of District, at such place in the State of California as District may from time to time designate in writing, in lawful money of the United States of America, the Principal and accrued interest thereon.

(b) Interest shall accrue on the Principal outstanding at a rate equal to **5.5%** per annum, computed on the basis of a 365/366-day year and the number of days elapsed, commencing as of the first date that Principal is advanced to Physician under this Recruitment Note and continuing thereafter until the Principal is either repaid or forgiven in full; provided, however, that interest shall never accrue at an annual rate greater than the maximum rate permitted to be charged under applicable law on commercial loans between unrelated persons.

(c) An administrative fee of \$500 will be charged for processing of loan.

2. Repayment and Forgiveness. Notwithstanding any other provisions of this Recruitment Note, Principal, accrued interest, and other applicable fees, costs and charges (“**Costs**”), if any, owing on this Recruitment Note shall be payable or forgiven as follows:

(a) **Repayment of Principal and Interest.** Principal and accrued interest thereon shall be payable “mortgage-style” in thirty six (36) equal monthly installments sufficient to fully amortize the unpaid balance of this Recruitment Note. Principal and accrued interest thereon shall be payable on the first (1st) day of each month during the Repayment Period (as defined below)

(b) **Repayment Period** The “**Repayment Period**” shall mean the period beginning on the first (1st) day of the first full calendar month following the Start Date and continuing until the earlier of (i) the date on which the Principal and all accrued interest

thereon together with all Costs are either paid or forgiven in full, or (ii) thirty six (36) months.

(c) **Forgiveness.** If Physician has continuously complied throughout the term of the Recruitment Agreement with all terms and conditions of the Recruitment Agreement, this Recruitment Note, the Physician Security Agreement and the PSA, and no Event of Default (as defined in the Recruitment Agreement) has occurred (i) District shall forgive, on the first (1st) day of each month during the Repayment Period, an amount equal to the monthly amount (including Principal and accrued interest) otherwise due to District for such month pursuant to Section 2(a) of this Recruitment Note; and (ii) District shall forgive, on the last day of the Repayment Period, all Costs, if any, owing by Physician under this Recruitment Note.

(d) **Prepayment.** Physician shall have the right to prepay the Principal outstanding in whole or in part without penalty. Any partial prepayment shall be applied against the Principal outstanding and shall not postpone the due date of any subsequent monthly installment.

(e) **Application of Payments.** Unless otherwise agreed to in writing in advance by District, each payment or forgiveness with respect to this Recruitment Note shall be credited as follows: first, against Costs, if any; second, against accrued and unpaid interest then due and owing; and third, against the Principal outstanding.

3. **Acceleration.** Upon the expiration or termination of the Recruitment Agreement for any reason, District may, at its option, declare the entire Principal outstanding, together with interest accrued thereon and all other Costs, if any, immediately due and payable to District, and District may proceed to exercise any rights or remedies that it may have under this Recruitment Note, at law, equity or otherwise. In the event of such acceleration, Physician may discharge Physician's obligations to District by paying the entire Principal outstanding, plus accrued interest and any other Costs, if any, as set forth in this Recruitment Note.

4 **Costs of Collection.** If District exercises its acceleration rights pursuant to this Recruitment Note, in addition to the Principal outstanding and accrued interest thereon, District shall be entitled to collect all costs of collection, including reasonable attorneys' fees incurred in connection with the protection or realization of collateral and District's reasonable collection efforts, whether or not suit on this Recruitment Note or any foreclosure proceeding is filed. Any and all such costs and expenses shall be payable on demand and secured by the Physician Security Agreement.

5. **Continuing Liability.** Following the occurrence of an Event of Default, Physician's liability under this Recruitment Note shall not be affected by District's pursuit or non-pursuit of any one or more its rights, powers or remedies (including, without limitation, its option to accelerate the payment of this Recruitment Note), regardless of the order in which or the extent to which District may pursue any of such rights, powers or remedies, it being understood that the liability of Physician shall cease only upon satisfaction in full of all of Physician's obligations arising under this Recruitment Note and the Recruitment Agreement.

6. **No Waiver.** No failure on the part of District to exercise any right or remedy under this Recruitment Note, whether before or after a default, shall constitute a waiver of such right or remedy, and no waiver of any past default shall constitute waiver of any future default. No acceptance of a past due installment or other indulgence granted from time to time shall constitute a waiver of the right to insist upon prompt payment, be deemed to be a novation of this Recruitment Note or as a reinstatement of the debt evidenced by this Recruitment Note, or be construed to preclude the exercise of any right which District may have under law, by agreement or otherwise. Physician and each endorser or guarantor expressly waive the benefit of any statute or rule of law or equity which would produce a result contrary to or in conflict with the foregoing. Physician expressly waives the four (4) year statutory period for civil actions upon written contracts set forth in California Code of Civil Procedure Section 337, and agrees that the statutory period for any actions upon this Recruitment Note shall run for eight (8) years as permitted by California Code of Civil Procedure Section 360.5.

7. **Waiver of Notice.** Physician and each endorser or guarantor of this Recruitment Note (i) waives presentment, demand, protest, notice of presentment, notice of protest, notice of dishonor of this debt and any other notice respecting this Recruitment Note, and (ii) agrees that District, at any time without notice to such party or such party's consent, may grant extensions of time, without limit as to the number or the aggregate period of such extensions, for the payment of any Principal of or interest accrued thereon.

8. **Amendments.** This Recruitment Note may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated, signed by the Parties and attached to this Recruitment Note.

9. **Assignment.** Physician shall not assign, sell, transfer or delegate any of Physician's rights or duties under this Recruitment Note without the prior written consent of District. District may assign its rights and delegate its duties under this Recruitment Note upon written notice to Physician.

10. **Business Purposes.** Physician represents and warrants that the loan evidenced by this Recruitment Note is being made for business purposes.

11. **Choice of Law.** This Recruitment Note shall be construed in accordance with and governed by the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of California. Physician and each endorser or guarantor submit to jurisdiction in said State for the enforcement of Physician's obligations under this Recruitment Note and waive any and all rights under the laws of any other state to object to jurisdiction within such State.

12. **Interest Limitations.** Notwithstanding anything to the contrary contained in this Recruitment Note, the total liability for payments in the nature of interest shall not exceed the limits imposed by applicable interest rate laws. If any payments in the nature of interest are held to be in excess of the limits imposed by applicable interest rate laws, any such amount held to be in excess shall be considered payment of Principal and the Principal outstanding shall be reduced accordingly.

13. **Notices.** Any notice required or permitted to be given in this Recruitment Note shall be given in accordance with the notices provision of the Recruitment Agreement.

14. **Referrals.** District and Physician acknowledge that the amounts loaned to Physician and Physician's rights and duties under this Recruitment Note in no way require, and in no way are contingent upon the admission, recommendation, referral or any other arrangement for the provision of any item or service offered by District or any Affiliate, to any patients of Physician, Physician's practice, or any contractors, partners, employees or agents of either Physician or any entity Physician associates with to provide professional medical services.

15. **Security.** This Recruitment Note is secured by a first priority security interest granted by Physician to District in the collateral described in that certain Physician Security Agreement. All of the provisions contained in the Physician Security Agreement are made a part of this Recruitment Note to the same extent and with the same effect as if they were fully set forth in this Recruitment Note.

16. **Severability.** If any provision, in whole or in part, or the application of any provision, in whole or in part, of this Recruitment Note is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision or part of such provision shall be severed from this Recruitment Note, and such severance shall have no effect upon the enforceability, performance or obligations of the remainder of this Recruitment Note, including the remainder of such provision not determined to be illegal, invalid or unenforceable.

17. **Successors and Assigns.** The provisions of this Recruitment Note shall inure to the benefit of and shall be binding upon the heirs, assigns, successors and representatives of Physician and District, respectively. The term "**Physician**" shall mean Physician and each heir, successor, assign, and representative of Physician as obligor of this Recruitment Note. The term "**District**" shall mean District and each successor, assign, and representative of District as payee or holder of this Recruitment Note.

18. **Time of the Essence.** Time is of the essence in the performance of Physician's obligations under this Recruitment Note.

This Recruitment Note is executed on the date first above written, at Bishop, California

PHYSICIAN

INSERT NAME, M.D., an individual

Exhibit 3.1(b)

PHYSICIAN SECURITY AGREEMENT

THIS PHYSICIAN SECURITY AGREEMENT (this “**Physician Security Agreement**”) is made and entered into as of date on the signature page (the “**Execution Date**”), by and between **INSERT NAME**, M.D., an individual (“**Physician**”), as the debtor, and the Northern Inyo Healthcare District (“**District**”), a political subdivision of the State of California, as the secured party.

RECITALS

A. Physician is obligated to District under that certain Physician recruitment agreement by and between District and Physician, dated as of even date herewith (the “**Recruitment Agreement**”), and that certain secured promissory note, dated as of even date herewith, executed and delivered by Physician to District (the “**Recruitment Note**”). Unless otherwise defined in this Physician Security Agreement, each capitalized term shall have the same meaning given in the Recruitment Agreement.

B. District and Physician wish to enter into this Physician Security Agreement to secure the payment and performance of all indebtedness, liabilities and obligations of Physician due or to become due to District under the Recruitment Note and set forth under the Recruitment Agreement (collectively, the “**Obligations**”).

AGREEMENT

Physician and District agree as follows:

1. **Grant of Security Interest.** Physician hereby grants to District a security interest in the collateral, as described and defined in Attachment A to this Physician Security Agreement (the “**Collateral**”), to secure the payment and performance of all of the Obligations due or to become due, and all modifications, renewals, extensions, rearrangements, substitutions and replacements of such Obligations.

2. **Release of Collateral.** The Collateral shall be released and relieved of the security interest granted herein, and Physician shall be entitled to unencumbered title thereto and possession thereof, upon full and complete payment, performance, satisfaction, forgiveness or observance of all Obligations in accordance with the terms of this Physician Security Agreement, the Recruitment Note and the Recruitment Agreement. Upon the release of the Collateral, District shall execute and deliver, at Physician’s sole cost and without recourse against District, any necessary instruments of title, release, reassignment and delivery as Physician may reasonably request.

3. **Events of Default.** Physician shall be in default under this Physician Security Agreement upon the happening of any Event of Default (as defined in the Recruitment Agreement).

4. **Rights and Remedies upon Default.** Upon the occurrence and during the continuation of any of the above Events of Default, District may accelerate all of the Obligations and shall have, in addition to all other rights and remedies provided herein or by applicable law, all of the rights and remedies of a secured party under the California Commercial Code (the “Code”).

5. **Indemnity and Expenses.** Physician agrees to indemnify District from and against any and all claims, losses and liabilities arising out of or relating to this Physician Security Agreement (including enforcement of this Physician Security Agreement or any actions taken by District pursuant to this Physician Security Agreement), except claims, losses or liabilities resulting from District’s own gross negligence or willful misconduct. Physician shall, on demand, pay to District the amount of any and all reasonable costs and expenses, including the reasonable fees and disbursements of its legal counsel and of any experts or agents, which District may incur in connection with: (i) the exercise or enforcement by District of any of its rights or remedies under this Physician Security Agreement, or (ii) any failure by Physician to perform any of the Obligations.

6. **Physician Remains Liable.** Notwithstanding any other provision of this Physician Security Agreement, (i) Physician shall remain liable under the contracts and agreements included in the Collateral to perform all of Physician’s duties and obligations thereunder to the same extent as if this Physician Security Agreement had not been executed, (ii) the exercise by District of any of its rights under this Physician Security Agreement shall not release Physician from any of Physician’s duties or obligations under the contracts and agreements included in the Collateral, and (iii) District shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Physician Security Agreement, nor shall District be obligated to perform any of the obligations or duties of Physician or to take any action to collect or enforce any claim for payment.

7. **Waivers; Cumulative Remedies.** Physician waives notice of the acceptance of this Physician Security Agreement and all other notices, demands or protests to which Physician might otherwise be entitled by law in respect to this Physician Security Agreement, the Obligations or the Collateral, and which may be lawfully waived. District shall have no duty as to the collection or protection of the Collateral or any income, or as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining to the Collateral beyond reasonable care in the custody or preservation thereof. District may exercise its rights and remedies with respect to the Collateral without resorting or regard to other security or sources for payment. All rights and remedies of District shall be cumulative and may be exercised singularly or concurrently.

8. **Authorization to File Financings Statement.** Physician authorizes District to prepare and file all financing statements (Form UCC-1), continuation statements (Form UCC-3), or other written statements or notices required in order to perfect, secure or maintain as perfected District’s security interest in the Collateral, without the signature of Physician where permitted

by law. Copies of all financing statements, continuation statements or other written statements or notices shall be promptly delivered to Physician.

9. Further Assurances. Each Party shall perform any further acts and execute any further documents which may be reasonably necessary or otherwise reasonably required to carry out the provisions of this Physician Security Agreement.

10. Amendments. This Physician Security Agreement may be modified or amended, waived, discharged or terminated only by an instrument in writing signed by the Party against which enforcement of the amendment, waiver, discharge or termination is sought.

11. Assignment. If at any time or times by sale, assignment, negotiation, pledge or otherwise, District transfers any of the Obligations, such transfer shall carry with it District's rights and remedies under this Physician Security Agreement with respect to the transferred Obligations, and the transferee shall become vested with such rights and remedies whether or not they are specifically referred to in the transfer. If and to the extent District retains any other Obligations, District shall continue to have those rights and remedies.

12. Costs and Fees. Physician agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by District in the enforcement of this Physician Security Agreement, the Obligations, or in any action or proceeding arising out of, or relating to, this Physician Security Agreement.

13. Counterparts. This Physician Security Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. Definitions and Incorporation by Reference. All terms used but not expressly defined in this Physician Security Agreement will have the same meaning as set forth in the Code. All terms, provisions and definitions of any loan agreements, guarantees or other credit arrangements between Physician and District are incorporated in this Physician Security Agreement by reference as though set forth in full.

15. Dispute Resolution. All disputes, controversies, claims, questions, or disagreements arising out of or relating to this Physician Security Agreement, shall be litigated in any state or federal court having appropriate jurisdiction and located within the State of California, County of Inyo. The Parties, by the execution of this Physician Security Agreement, expressly consent to the jurisdiction of any such court, to venue therein and to the service of process in any such action or proceedings, as required by applicable law.

16. Choice of Law. This Physician Security Agreement shall be construed in accordance with and governed by the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of California. Physician and each endorser or guarantor submit to jurisdiction in said State for the enforcement of Physician's obligations under this Physician Security Agreement and waive any and all rights under the laws of any other state to object to jurisdiction within such State.

17. **Notices.** Any notice required or permitted to be given in this Physician Security Agreement shall be in writing and shall be given in accordance with the notices provision of the Recruitment Agreement.

18. **Severability.** If any provision, in whole or in part, or the application of any provision, in whole or in part, of this Physician Security Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision or part of such provision shall be severed from this Physician Security Agreement, and such severance shall have no effect upon the enforceability, performance or obligations of the remainder of this Physician Security Agreement, including any remainder of such provision not determined to be illegal, invalid or unenforceable.

19. **Successors and Assigns.** This Physician Security Agreement shall be binding upon Physician's heirs, successors, assigns, and representatives and shall inure to the benefit of and be enforceable by District and its successors, assigns, and representatives.

Physician and District have executed this Physician Security Agreement on the Execution Date.

PHYSICIAN

_____, 20____
Execution Date

INSERT NAME, M.D., an individual

Physician's principal place of business:

DISTRICT

Northern Inyo Healthcare District

By: _____

Its: _____

Address of District:

150 Pioneer Lane
Bishop, CA 93514

Attachment A

DESCRIPTION OF COLLATERAL

Except to the extent the granting of a security interest is limited by application of law with respect to payments from governmental entities, all present and future right, title and interest of **INSERT NAME**, M.D., an individual (“**Debtor**”), in and to the following property, whether now owned or later acquired or created: (a) payments and rights to payment from all sources, for goods sold or leased or for services rendered, including, without limitation, all those which are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance (“**Accounts Receivable**”); (b) furniture, fixtures and equipment; (c) rights under contracts with managed care entities; (d) proceeds of letters of credit of which Debtor is named beneficiary; (e) general intangibles; (f) contract rights; (g) chattel paper; (h) instruments; (i) documents; (j) insurance proceeds; (k) all books and records in respect to the foregoing; and (l) proceeds of all the foregoing (collectively, the “**Collateral**”), each to the extent used in Physician’s medical practice or arising out of or related to the provision of professional medical and other health care services performed by Physician.

**AGREEMENT, NORTHERN INYO HEALTHCARE DISTRICT
AND
XX, MD**

THIS AGREEMENT IS MADE AND ENTERED INTO this ___ day of _____, 20XX, by and between Northern Inyo Healthcare District (hereinafter referred to as “District”) and XX, MD (hereinafter referred to as “Physician”).

I. RECITALS

1. District is a California healthcare district organized and operating under the authority of *Health and Safety Code section 32000, et seq.* (hereinafter referred to as “The Healthcare District Law”), and governed by a Board of Directors (hereinafter referred to as “Board”).
2. District operates Northern Inyo Hospital (hereinafter “Hospital”), an acute care general hospital located at 150 Pioneer Lane, Bishop, Inyo County, California, which includes inpatient and outpatient services.
3. Physician is a qualified and licensed physician, licensed to practice medicine in the State of California, certified by the American Board of XX, and qualified for and practicing the medical specialties of XX (hereinafter referred to as “Physician Services”).
4. The District desires to retain the services of Physician as part of the District's Physician Services program inclusive of operative, inpatient, outpatient, and call services on a non-exclusive basis.
5. The parties enter this agreement (hereinafter referred to as “Agreement”) in order to provide a full statement of their respective responsibilities in connection with the provision of the Physician Services provided during the term of this Agreement. Wherefore, in consideration of the promises set forth below, the parties covenant and agree as follows:

II. COVENANTS OF THE PARTIES

1. Covenants of the District:

- 1.1. *Space:* District shall make space available to Physician in its Hospital sufficient to allow Physician to provide professional services to District patients in accordance with the terms of this Agreement. District shall accord Physician full access to, and use of, all facilities of the Hospital relevant to Physician Services. These spaces shall be reasonably staffed and provided with all necessary fixtures, supplies, equipment, and furniture by District at its sole cost.
- 1.2. *Equipment and Supplies:* District at its expense shall provide Physician all necessary expendable and non-expendable medical equipment and supplies reasonably necessary for the efficient and safe provision of Physician Services in accordance with District policies and the terms of this Agreement.
- 1.3. *Maintenance:* District shall at its sole cost and expense maintain and repair all equipment and shall provide utilities and services reasonably required for Physician to fulfill the terms of this Agreement.
- 1.4. *Liability Insurance:* District shall, at its sole expense, procure and maintain professional liability (malpractice) insurance coverage for the benefit of Physician. This malpractice coverage will be in force and effective at all times during the term of this Agreement. The policy limits of such coverage shall be at least \$1,000,000.00 for any one occurrence and \$3,000,000.00 annual aggregate coverage per physician or Physician providing services. If the District’s malpractice insurance is terminated or converted at any time, then District shall also acquire ‘tail’ coverage in the above stated amounts and covering the outstanding duration of the Agreement. Physician agrees to cooperate with District in connection with the purchase and maintenance of such coverage. If this Agreement is terminated for any reason, District shall likewise maintain uninterrupted insurance for Physician, such that the services provided by Physician during the term of the Agreement shall be covered even after termination of this Agreement. District shall provide Physician with copies of certificates of coverage as needed or requested. Physician, in their discretion, may procure and maintain any professional liability insurance coverage at their own expense in addition to, or in place of, the coverage provided for herein.
- 1.5. *Non-Physician Personnel:* District, at its expense, shall provide the services of licensed registered and vocational nurses and other non-physician technicians and assistants necessary for the efficient

and safe provision of Physician Services. District shall be responsible for the selection, management, direction, and control of such personnel for employment purposes, except that Physician shall at times provide a supervisory role and, when acting in a supervisory capacity, be responsible for the direction and control of such personnel for all professional medical matters related to Physician Services. All staffing responsibilities of the District shall be in accordance with District policy. As of the date of this Agreement, District attests that District has, and intends to maintain adequate staffing for Physician to efficiently and safely provide Physician Services under the terms of this Agreement. District will make every reasonable effort to notify Physician of staffing limitations or changes related to Physician Services.

2. *Covenants of Physician:*

- 2.1. *Services:* Physician shall provide Physician Services on a prompt and continuing basis in accordance with the terms of this Agreement. Services shall be provided by Physician pursuant to “Exhibit A” of this Agreement. It is expected that Physician will provide hospital care of patients on all contracted days inclusive of weekend days when required or otherwise mutually agreed by the parties. Physician will be expected to be available at the premises of District during operating room scheduled hours. District and Physician shall set the initial scheduled work hours within ten (10) days of the mutual execution of this Agreement and thereafter shall work together to provide a mutually beneficial scheduling calendar for the duration of this Agreement. In the event a scheduled physician will not be available for an assigned shift, Physician shall, whenever possible, provide District no less than 48 hours’ notice of any personnel change and/or shall provide District alternate service dates. Physician will only be paid for dates in which Physician were present to work or provide services under this Agreement.
- 2.2. *Personnel:* During the term of this Agreement, Physician shall maintain membership on the Hospital’s medical staff and privileges appropriate for Physician Services that Physician is required to provide pursuant to this Agreement. Physician will abide by the Hospital’s medical staff bylaws and any policies and procedures applicable to Physician Services at the District. Physician shall be board certified or board eligible, unless specifically exempted from this provision by the medical staff as per relevant bylaws or policy. Physician will not engage in any activities during the eight (8) hour period immediately preceding the beginning of the scheduled shift that will directly cause the Physician to provide a level of care to patients that falls below the standard of care or endangers patient safety. Physician shall adhere to policies and bylaws regarding professional conduct and behavior required by the District and hospital medical staff which apply to all Providers who provide services at the District and which have been provided to Physician
- 2.3. *Admitting Privileges:* Physician will apply for, and must receive approval of full privileges before the first scheduled shift. District will reasonably cooperate with Physician to assist with the privilege approval process. Failure to obtain privileges for reasons under the control of Physician will result in the District, at its discretion, terminating this Agreement.
- 2.4. *Quality Assurance:* Physician shall, at the District’s expense, cooperate and assist in the collection of data regarding productivity, patient satisfaction, time to treatment, and any other matter on which the District is obligated or desires to collect data from all of its providers so long as same will not interfere with the ability of Physician to provide services under this Agreement.
- 2.5. *Standards:* Physician shall at all times endeavor to operate the Physician Service in a manner consistent with the highest standards maintained for the operation of such services in comparable healthcare systems. It is understood from time to time the medical staff of District may set standards of professional practice and duties generally applicable to all medical staff members. Physician shall comply with such directives given to it from the medical staff.
- 2.6. *District and Governance Authorities:* Physician, in connection with their operation and conduct of the department, shall endeavor to comply with all applicable provisions of law, and other valid bylaws, rules and regulations and requirements of the Board, the medical staff of District, and the Joint Commission and other similar accrediting and certifying entities to which the District is subject, and governmental agencies having jurisdiction over, the operations of the District and services, licensing of healthcare practitioners, delivery of services to patients of governmentally regulated third party payers whose members or beneficiaries receive care at the District, including

but not limited to rules and regulations promulgated with respect to the transfer of patients from the emergency department.

- 2.7. *Medical Records:* Physician shall at all times maintain complete and legible medical records, which accurately document the medical necessity of all services rendered to each patient who is treated. Said records shall be kept in the electronic health record (EHR) selected by the District. Such medical records shall be the property of the District and the District shall be solely responsible for the maintenance, safety and security of said medical records. At Physician's written request, District may, in its discretion, which shall not be unreasonably withheld, provide Physician, at Physician's sole cost, with copies of any records reflecting services performed by Physician with respect to, any claims against Physician in the nature of malpractice. District and Physician shall comply with all applicable federal and state laws and regulations regarding the confidentiality and secure treatment of individually identifiable health information. Upon the expiration or termination of this Agreement, unless a patient specifies otherwise and in accordance with applicable law, District is entitled to the original medical records. For so long as it is required by applicable statute, District will retain medical records and make said records available to Physician if reasonably necessary for any purpose including patient care and medical malpractice defense.
- 2.8. *Financial Records:* District and Physician each shall have access to all financial records of the other party pertinent to the services rendered by Physician and all billings and collections made by District under this Agreement for the purpose of any audit or examination necessary to comply with any request or demand to District or Physician with which District or Physician respectively, is legally obligated to comply in order to verify cost of services rendered under this Agreement.
- 2.9. *Laws and Regulations:* Physician shall maintain and make available all necessary books, documents and records in order to assure that District will be able to meet all requirements for participation and payment associated with public and private third party payment programs, including but not limited to matters covered by Section 1861(v) (1) (I) of the Social Security Act, as amended. With respect to Section 1861(v) (1) (I), it is agreed: Until expiration of four years after furnishing services pursuant to this Agreement, Physician shall make available upon written request of the Secretary of Health and Human Services or the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, books, documents, and records of Physician that are necessary to verify the nature and extent of costs incurred by District under this Agreement. If Physician carries out any of the duties of this Agreement with a value of \$10,000 or more over a twelve-month period through a subcontract with a related organization, such agreement must contain a clause to the effect that until the expiration of four years after the furnishing of services under the subcontract, the related organization shall make available, upon written request of the Secretary of Health and Human Services, the U.S. Comptroller General, or any of their duly authorized representatives, the subcontract, and any books, documents and records of the related organization that are necessary to verify the nature and extent of costs incurred by District under this Agreement.

III. COMPENSATION AND BILLING

1. Compensation:

- 1.1. *Rates:* Physician and the District have agreed on compensation that District will pay to Physician for the terms of this Agreement as set forth on Exhibit B attached hereto.
- 1.2. *Charges:* The District will charge patients on a fee-for-service basis. Charges for services performed by Physician shall be reasonable, consistent with fair and customary charges in the community, allow consideration for the level of skill or complexity provided, and shall comply with all applicable laws and regulations governing physician charges. If necessary, the District and Physician will cooperate in setting charge schedules and billing practices in order to facilitate compliance with billing guidelines established by third party payers and all applicable governmental regulations.
- 1.3. *Daily Memoranda and Billing:* The District shall act as the designated billing and collection agent for Physician. Physician hereby assigns to District the right to bill and collect such charges. The District will comply with third party payor billing requirements and participate in quality incentive programs of the plans and/or government. In the event District bills patients through a single invoice combining District and Physician's charges, the billing shall clearly distinguish Physician's

professional fees. Physician shall cooperate in the preparation and filing of such documentation and records as are necessary to allow District to efficiently perform its billing duties as set forth herein. District will collect and retain all facility fees related to Physician Services. The District will also retain all of the professional fees generated by Physician's services that is in compliance with applicable law. District agrees that the apportionment of Physician's professional fees will properly account for, among other things, the relevant location modifier and global service fee. The parties agree that District's collection of professional fees during the term of this compensation provision are not anticipated to exceed amounts paid by District to Physician for professional services pursuant to this compensation provision. In the event that net professional fees collected after billing expenses do exceed compensation paid to Physician by District, upon expiration of this compensation provision and full collection of professional fees, the excess in net professional fee collections shall be paid to Physician by District. As set forth herein, Physician shall have the right to review District financial records to verify billing, collection, and payments. District agrees that for the purposes of billing transparency, that District will, no less than quarterly, provide Physician with all financial records related to billings, collections, and services under this Agreement accompanied by all supporting financial documentation, balance sheets, and records if requested. As Physician is assigning its rights of payment, billing, and collection from the patients to District, the failure of District to collect fees or billings from patients shall not impact or affect any payments due and owing from District to Physician for service performed and rendered to patients. District's obligation to pay Physician for services rendered up to the date of termination shall survive the termination of this Agreement. District agrees to indemnify, defend, and hold harmless Physician in the event a third-party asserts a claim against Physician arising from allegations that District engaged in intentional or fraudulent billing for the services provided by Physician under this Agreement.

1.4. *Payment of All Sums:* Under this part all sums owed Physician by District shall be made at the following address:

X X, MD

3.1.5 *Reasonable Compensation.* Notwithstanding anything in this Agreement to the contrary, in no event shall Physician's total cash compensation during any Fiscal Year (pro-rated for partial years) for all services provided by Physician pursuant to this Agreement exceed reasonable, fair market value compensation based on applicable state or federal law, regulations and guidelines and nationally recognized compensation survey data. The compensation referenced herein is intended to comply with applicable law governing physician compensation.

IV. TERM

1. *Term:* The term of this Agreement shall be for X (X) years, or from Month, date, year to Month, day, year, provided that the parties may amend the Agreement during the term in accordance with Section 5.5.
2. *Termination:* Either party may terminate this Agreement without cause on ninety (90) days' written notice to the other party. In addition, District may terminate this Agreement and all Physician rights hereunder immediately upon the occurrence of any of the following events.
 - a. Failure of Physician to provide Physician Services coverage for a period in excess of two (2) consecutive days (48 hours) where Physician was scheduled to provide service coverage.
 - b. Upon a determination by a majority of the Board, after consultation with the executive committee of the medical staff, that Physician has been guilty of repeated acts of professional incompetence in response to which Physician has not taken reasonable or appropriate steps.
 - c. Physician has, after reasonable prior written notice and an opportunity to rectify, failed to maintain the Physician Service in a manner consistent with the highest standards maintained for the operation of similar services in comparable Districts.

- d. Physician is, after reasonable prior written notice and an opportunity to rectify, engaged in a continuing course of conduct that places District or its medical staff at risk of adverse action in connection with licensing or accreditation entities.
 - e. Physician is engaging in or about to engage in conduct that puts the District, its medical staff, or parties at risk of harm, after reasonable prior written notice and an opportunity to rectify.
 - f. Upon appointment of a receiver of Physician's assets, an assignment by Physician of its assets for the benefit of its creditors, or any action taken or suffered by Physician (with respect to Physician) under any bankruptcy or insolvency act that is not remedied within thirty (30) days or said appointment, assignment, or action.
 - g. Failure of Physician to cooperate with the necessary Provider Enrollment as reasonably required by District to allow District to act as Physician's billing agent as set forth in paragraph 1.3 of this Agreement.
3. *Cooperation.* In the event of termination of the Agreement for any reason whatsoever, the parties agree to cooperate with each other to promptly resolve any outstanding financial, administrative or patient care issues. The parties agree to cooperate to carry out the intent and purpose of this Agreement, including without limitation, the execution and delivery to the other party any further agreements or documents necessary for taking action reasonably required to effectuate the provisions of this Agreement. This clause shall survive the termination of this Agreement.

V. OTHER MATTERS

1. *Responsibility for own acts:* Without limiting or affecting any insurance coverage applicable to any loss or claims, District and Physician shall be responsible for its, his or her own acts and omissions.
2. *Compliance with Anti-Referral Laws:* Each party intends to comply in all respects with all governing laws and regulations relating to fraud and abuse and prohibitions against inappropriate referrals and enter into this Agreement with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state, and local law, including without limitation, the Medicare/Medicaid anti-kickback statute (the "anti-kickback law") and section 1877 of the social security act (the Stark law), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Agreement, neither party will intentionally conduct itself under the terms of this Agreement in a manner that would constitute a violation of the anti-kickback law or the Stark law. Without limiting the generality of foregoing, the parties expressly agree that nothing contained in this Agreement shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other. Specifically, Physician is free to secure and maintain privileges at other hospitals and to admit patients who require hospitalization to any hospital that is desired. Physician is free to refer patients for diagnosis, treatment or testing to any qualified provider. If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Agreement, then the parties agree to negotiate in good faith for a period of ninety (90) days to modify the terms of this Agreement to comply with applicable law. Should the parties hereto fail to agree upon modified terms to this Agreement within this time, then either party may immediately terminate this Agreement by giving written notice to the other party.
3. *Independent Contractor:* No relationship of employer, employee, agency, partner, joint venture, or other similar relationship is created by this Agreement, it being understood that Physician will act hereunder as an independent contractor, and Physician, shall have no claim under this Agreement or otherwise against District for vacation pay, sick leave, retirement benefits, social security, worker's compensation benefits, or employee benefits of any kind; that District shall neither have nor exercise any control or direction over the methods by which Physician shall perform its work and functions, which at all times shall be in strict accordance with currently approved methods and practices in their field; and the sole interest of District is to ensure that Physician Services shall be performed and rendered in a competent, efficient, and satisfactory manner and in accordance with the standards required by the medical staff of District. Physician will be solely responsible for the payment of all applicable taxes, fees, benefits, worker's compensation, etc. on behalf of Physician. Notwithstanding the foregoing, District will coordinate and procure the professional liability

insurance for Physician as set forth herein, including but not limited to tail coverage upon termination of the Agreement, such that Physician is covered even if claims occur after termination of this Agreement.

4. *Not Exclusive:* It is specifically agreed and understood that Physician shall not be required to limit their practices exclusively to the District, it being understood that additional enterprises and other Physician Services agreements shall be permissible. Provided however, neither Physician may engage in other agreements or enterprises that will materially interfere with the performance of services required under this Agreement.
5. *Amendment:* This Agreement may be amended at any time by written agreement duly executed by both parties.
6. *Assignment:* Physician shall not assign, sell or transfer this Agreement or any interest therein without the consent of the District in writing first hand and obtained. Notwithstanding and of the foregoing, it is understood and agreed that, in the event that Physician forms an alternative professional organization, duly authorized under the laws of this State to practice medicine, said alternative professional organization may be substituted in place of Physician, with all of the rights and subject to all of the obligations of Physician under the terms of this Agreement. Said substitution shall be effected upon Physician by giving written notice to the District.
7. *Attorney's Fees:* In the event that suit, mediation or arbitration, is brought regarding the provisions of this Agreement or the enforcement thereof, the prevailing party shall be awarded its cost of suit and reasonable attorney's fees as part of any judgement rendered therein. The parties agree to submit to mediation prior to the filing of any court proceeding.
8. *Notices:* The notices required by this Agreement shall be effective if mailed, postage prepaid as follows:

To District at:

Northern Inyo Hospital Healthcare District
Attn: Chief Executive Officer
150 Pioneer Lane
Bishop, CA 93514

To Physician at:

X X, MD

9. *Complete Agreement:* This Agreement and its Exhibits, with any subsequent amendments, is the complete Agreement between the parties as to the terms covered herein. All of the promises, representations and warranties of the parties in regard to the terms of this Agreement are stated herein, or in any amendment. Any prior promises representations or warranties occurring in the course of negotiations are superseded by this Agreement except for terms outlined in **Recruitment Agreement**.
10. *Validity:* If any portion of this Agreement is found to be void or illegal, it shall not affect the validity or enforceability of any other portion thereof.
11. *Counterparts:* This Agreement may be executed in any number of counterparts which, when read together shall constitute one document. A facsimile or other digital signature shall have the same force, effect and validity as an original.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement at Bishop, California, on _____, 20XX.

DISTRICT:

BY
Kelli Davis, MBA
Chief Executive Officer

PHYSICIAN:

BY
X X, MD

EXHIBIT A: SPECIALTIES; WORK LOCATION; WORK SCHEDULE; ETC.

1. *Specialties (if none, so indicate):* XX
2. *Practice:* Full Time. Physician shall work XX (XX) weeks per year or more per agreed upon schedule .

- 2.1. *Work Location:* Northern Inyo Hospital
- 2.2. *Work Schedule:*
3. *Minimum Performance Standards (if any):* To be determined by Physician Services director and/or chief medical officer and/or the chief of staff and in accordance with the medical staff bylaws.
4. *On-Call Coverage Schedule:* As noted in Work Schedule above.
5. *Additional Duties (if any):* To abide by the bylaws of the medical staff of NIH; participate in the quality assessment and performance improvement activities of NIH as well as meet the requirements of meaningful use; code patient visits and procedures for billing purposes in a timely fashion.

EXHIBIT B: COMPENSATION

1. *Base Compensation:* \$
2. *Fringe Benefits:*
 - 2.1. *Liability Insurance:* As noted in 2.1.4 above.
 - 2.2. *CME:* Up to \$3000 (three thousand dollars) per year of reimbursement for CME, CME related travel, medical conferences, medical licensure, medical exams, medical credentialing, and medical membership fees.

Kelli Davis, MBA
Chief Executive Officer
NIHD

XX, MD
Physician

Date:

Date:

DRAFT



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: September 6, 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. Medical Staff Appointments (*action item*)
 - 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

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

- C. Policies (*action item*)
 - 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*

- D. Medical Executive Committee Meeting Report (*information item*)



NORTHERN INYO HEALTHCARE DISTRICT
CLINICAL POLICY

Title: Anesthesia Clinical Standards and Professional Conduct		
Owner: MEDICAL STAFF DIRECTOR	Department: Medical Staff	
Scope: Privileged Practitioners in Anesthesia		
Date Last Modified: 09/07/2022	Last Review Date: No Review Date	Version: 4
Final Approval by: NIHD Board of Directors	Original Approval Date: 01/01/2001	

PURPOSE:

To assure all peri-operative patients receive the same quality of care when undergoing a surgical intervention requiring an anesthetic.

POLICY:

1. The anesthesia provider shall test and calibrate the anesthesia machine and monitoring equipment prior to starting each case. Any fault or leakage is immediately corrected, or equipment is removed from service until appropriately repaired.
2. Patient identification and surgical consents are checked prior to the patient's being admitted to the operating room.
3. Emergency anesthesia care is provided by 24 hour coverage by anesthesia staff.
4. The anesthesia provider shall constantly attend and monitor the patient during anesthesia. The methods of monitoring used and the data obtained from them shall be recorded on the anesthetic record. Basic monitoring shall include: blood pressure, EKG, temperature, capnographic and oxygen saturation. Safety warning systems and alarms should be used.
5. The anesthesia provider shall review the patient's condition immediately prior to the induction of anesthesia.
6. The surgeon shall be present and available in the hospital prior to the induction of anesthesia and participate in the pre-anesthesia time-out for all non-emergent cases.
7. Patients are transported to the operating room on a gurney with the side rails up, and are not left unattended. Children may be carried to the "Red Line" by their parent with consent of anesthesia provider.
8. Only members of the operating team and authorized observers shall be present in the operating room during the administration of anesthesia and surgical procedure.
9. No flammable anesthetic agents will be used. All electrical equipment shall be properly grounded and attention paid promptly to the audiovisual electrical isolation monitor signals. All anesthetic waste gasses are scavenged through the suction system directly to the external environment.
10. Elective surgical patients who are to receive general or regional anesthesia should be "NOTHING BY MOUTH" as determined by the guidelines for NPO Status. This does not apply to patients considered to be surgical emergencies. Exception to the regulation may be made by the anesthesia provider if, in his/her opinion, such an exception does not create an additional hazard to the patient.
11. Pre-operative medication shall be ordered or reviewed by the anesthesia provider responsible for each case and be specific for each patient.

12. Patients receiving anesthesia will have appropriate lab work on their chart. EKG, urinalysis and x-ray may be ordered at the discretion of the attending surgeon or anesthesia provider. For elective procedures all women of childbearing potential (from the onset of menses until the woman has not had a menstrual cycle in over a year) with intact tubo/ovarian/uterine anatomy will have a pregnancy test unless they refuse. A copy of these records may be an acceptable substitute if the patient had these studies done elsewhere.
13. The postoperative status of the patient is evaluated on admission to and discharge from the post anesthesia recovery area. A verbal report will be given to the PACU RN upon patient arrival by the anesthesia provider providing care for that patient.
14. Anesthesia personnel will familiarize themselves with the methods of air exchange in the operating rooms.
15. Documentation of patient care and monitoring utilized will be recorded on the anesthetic record.

REFERENCES:

1. The Joint Commission. CAMCAH (2022). PC.03.01.01. PC. 03.01.03. PC.03.01.07
2. CMS Conditions of Participation: Operative and Invasive Procedures.

RECORD RETENTION AND DESTRUCTION:

1. Life of policy, plus 6 years.

CROSS REFERENCED POLICIES AND PROCEDURES:

1. *Anesthesia in Ancillary Departments*
2. *Medical Staff Department Policy – Anesthesia*
3. *Pre and Post Operative Anesthesia Visits*
4. *Scope of Anesthesia Practice*
5. *NPO Guidelines*

Supersedes: v.3 Anesthesia Clinical Standards and Professional Conduct
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NORTHERN INYO HEALTHCARE DISTRICT CLINICAL POLICY AND PROCEDURE

Title: Linen Laundry Processes AB 2679		
Owner: Director of Quality and Infection Prevention		Department: Nursing Administration
Scope: District Wide		
Date Last Modified: 03/15/2022	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors		Original Approval Date: 12/18/2019

PURPOSE:

Patient linens are a potential means of cross contamination between patients, healthcare workers and the environment. This policy describes the process for managing patient linen at NIHD to reduce the risk of disease transmission to patients, staff, and to meet General Assembly Bill 2679-Linen Laundry Processes.

POLICY:

1. All soiled linen is considered contaminated. Adherence to standard precaution will be utilized and staff will perform hand hygiene after contact with soiled linen.
2. Soiled linen shall be handled as little as possible and with minimum agitation to prevent contamination of the air and persons handling the linen
3. Linens used at NIHD will be cleaned, handled and transported according to federal (Centers for Medicare Services), state (Title 22 Licensing and Certification California Code of Regulations), Senate Bill AB 2679, and local regulations. In addition, adherence to guidelines and standards set forth by the Healthcare Laundry Accreditation Council and the Association for Professionals in Infection Prevention and Epidemiology (APIC) is required.
4. NIHD will allow for more energy and water efficient processes to be used in the processing of hygienically clean linens.
5. Laundry Equipment will be maintained according to the manufactures instructions. Maintenance documentation will be held and maintained by the NIHD Maintenance Department.
6. Appropriate laundry weight and volume will be followed. NIHD practice is that all clean linen is weighed after washed and folded before being delivered to the clinical departments. A log is kept for all weight and is maintained in the laundry department.
7. Wet or damp textiles will not be left overnight.
8. Temperature, relative humidity, and moisture control in linen storage areas will be maintained to prevent microbial proliferation.
9. Laundering cycles consist of flush, main wash, bleaching, rinsing, and souring.¹²⁷⁴ Cleaned wet textiles, fabrics, and clothing are then dried, pressed as needed, and prepared (e.g., folded and packaged) for distribution back to the facility.
10. Separate rooms shall be maintained in the hospital for storage of clean linen and for storage of soiled linen. Storage shall not be permitted where air distribution is impeded such as air conditioning or ventilating systems.
11. Linen carts shall only be used for the storage of transportation of only clean or dirty linen specified carts.
12. Soiled linen shall be transported and stored in only labeled, designated “Soiled Linen Carts.” Clean linen shall be transported and stored in only labeled, “Designated Clean Linen.” Clean linen covers are made of washable materials, which should be cleaned/disinfected bi-annually and as needed. Clean linen

transportation carts will be cleaned weekly and as needed. A log will be maintained in the laundry department with cleaning schedule and documentation.

13. Soiled linen shall be sorted in a separate enclosed room by a person instructed in methods of protection from contamination. Staff shall not immediately handle clean linen until protective attire worn in the soiled linen area is removed and hands are washed.
14. Soiled linen shall be handled, stored and processed in a safe manner that will prevent the spread of infection and will assure the maintenance of clean linen (*Refer to P&P Handling Soiled Linen*).
15. Appropriate PPE must be worn when handling and changing chemicals, which include: liquid resistant lab gown, Exam gloves, chemical & sharp proof gloves, goggles, and full face shield.
16. Laundry bags will be closed before placing in container for transport.
17. The center divider door shall remain closed in laundry facility area where contaminated linen is received, to minimize the potential for re-contaminating cleaned laundry with aerosolized contaminated lint.
18. Laundered textiles that have been properly laundered and disinfected, may be used in newborn nursery.
19. When a machine is out of service, a sign indicating, "Machine is under maintenance." Only Maintenance Department can remove sign when maintenance complemented

DEFINITIONS:

1. Clean linen: Laundry/ Linen that has gone through the sanitization process that is ready to be used by healthcare staff.
2. Contaminated Laundry: Laundry, which has been soiled with blood or other potentially infectious material or may contain sharps.
3. Hygienically clean: Textiles that are free from microorganisms in quantities that are capable of causing disease.

PROCEDURE:

1. Linens shall be washed using an effective soap or detergent and thoroughly rinsed to remove soap or detergent and soil. Linens shall be exposed to water at a minimum temperature of 71 degrees C (160 degrees F) for at least 24 minutes during the washing process, or a lower temperature of 60 degrees C (140 degrees F.) for 24 minutes may be utilized if the linens are subsequently passed through a flatwork ironer at 110-115 feet per minute at a temperature of 300 degrees F. or a tumbler dryer at a temperature of 180 degrees F. (see reference#7)
2. Equipment textiles/linen shall be laundered according to manufactures instructions.
3. Packaging, transporting, and storing clean textiles by methods that will ensure their cleanliness and protect them from dust and soil during interfaculty loading, transport, and unloading
4. NIHD will maintain a contract for off-site laundering services to be utilized during high volume and downtime. Clean linens provided by an off-site laundry must be packaged prior to transport to prevent inadvertent contamination from dust and dirt during loading, delivery, and unloading. Functional packaging of laundry can be achieved in several ways, including
 - placing clean linen in a hamper lined with a previously unused liner, which is then closed or covered
 - placing clean linen in a properly cleaned cart and covering the cart with disposable material or a properly cleaned reusable textile material that can be secured to the cart; and
 - wrapping individual bundles of clean textiles in plastic or other suitable material and sealing or taping the bundles.
5. Coated or laminated fabrics become contaminated with blood or other body surfaces, NIHD will follow manufactures instruction for decontamination and cleaning take into account the compatibility or the

rubber backing with the chemical germicide or detergents used. If the backing develops surface cracks, the item will be discarded.

6. Microbiologic sampling will be conducted during outbreak investigations if epidemiologic evidence indicates a role for healthcare textiles and clothing in disease transmission.

REFERENCES:

1. California Department Public Health. (2018). AFL 18-49 Assembly Bill (AB) 2679- Linen Laundry Processes.
2. California Legislative Information. (2018). AB-2679 Health facilities: linen laundry. Retrieved from https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB2679
3. Center for Disease Control and Prevention. (2015). Infection Control. Background G. Laundry and Bedding. Retrieved from <https://www.cdc.gov/infectioncontrol/guidelines/environmental/background/laundry.html>
4. Infection Control Today. (June 18, 2015). Best Practices to Prevent Infections during Laundering of Healthcare Textiles. Retrieved from <http://www.infectioncontrolday.com/news/2015/06/best-practices-to-prevent-infections-during-laundering-of-healthcare-textiles.aspx>
5. Westlaw California Code of Regulations/ (2019). § 70825. Laundry Service 22 CA ADC § 70825 Barclay Official California Code of Regulations. Retrieved from [https://govt.westlaw.com/calregs/Document/I1E05CB90D4BC11DE8879F88E8B0DAAAE?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Document/I1E05CB90D4BC11DE8879F88E8B0DAAAE?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))
6. Westlaw California Code of Regulations/ (2019). § 71629. Laundry Service 22 CA ADC § 71629 Barclay Official California Code of Regulations. Retrieved from [https://govt.westlaw.com/calregs/Document/I427DE2A0D4BC11DE8879F88E8B0DAAAE?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)&bhcp=1](https://govt.westlaw.com/calregs/Document/I427DE2A0D4BC11DE8879F88E8B0DAAAE?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)&bhcp=1)

RECORD RETENTION AND DESTRUCTION:

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Handling Soiled Linen
2. Lippincott Standard Precautions

Supersedes: v.1 Linen Laundry Processes AB 2679



**NORTHERN INYO HEALTHCARE DISTRICT
CLINICAL POLICY AND PROCEDURE**

Title: Nursing Bedside Swallow Screen		
Owner: Manager Acute/Subacute ICU		Department: Acute/Subacute Unit
Scope: ICU and Acute/Subacute RNs		
Date Last Modified: 04/20/2022	Last Review Date: No Review Date	Version: 3
Final Approval by: NIHD Board of Directors		Original Approval Date: 05/19/2021

PURPOSE: To establish a standard protocol for a safe and objective screen of swallowing disorders utilizing the Yale Swallow Protocol Bedside Screen prior to referral to Speech-Language Pathology Services and to establish guidelines for the use of oral care strategies in individuals with suspected aspiration or dysphagia. Swallowing screens are pass/fail and used to identify individuals who require a comprehensive assessment of swallowing by a Speech-Language Pathologist. A systematic formal dysphagia screening and aggressive oral care can decrease the risk of aspiration pneumonia in hospitals.

POLICY:

1. **Statement:** Northern Inyo Healthcare District (NIHD) is committed to providing safe quality care for its patients. This includes utilizing an appropriate and objective protocol when screening patients with suspected dysphagia.
2. **Application:** This policy applies to RNs and Speech-Language Pathologists (SLPs) working in the acute inpatient units.
3. **Training:** All RNs must demonstrate competency by completing training as outlined below:
 1. Review of Nursing Bedside Swallow Screen Policy.
 2. Completion of Yale Swallow Protocol training video assigned NIHDs learning management platform.

PROCEDURE:

1. **Patients who are appropriate for Yale Swallow Protocol include:**
 - a. Individuals with suspected dysphagia
 - b. Individuals who have had a stroke
 - c. Individuals with suspected aspiration
2. **Exclusion criteria:**
 - a. No concern for aspiration risk
 - b. Unable to remain alert for testing
 - c. Eating a modified diet (thickened liquids) due to pre-existing dysphagia
 - d. Existing enteral tube feeding via stomach or nose

- e. Head-of-bed restrictions < 30°
 - f. Tracheostomy tube present
 - g. NPO by physician order
 - h. If the patient’s clinical status changes resulting in a new risk for aspiration, the protocol must be re-administered before oral alimentation or medications are ordered.
3. **Administration:** If patient is deemed an aspiration risk and all exclusion criteria has been ruled out, proceed with Yale Swallow Protocol. “Yale Swallow Protocol” document available for reference at nursing station and in appendix of this policy.
- a. Brief Cognitive Screen:
 - i. What is your name? Where are you right now? What year is it?
 - b. Oral-Mechanism Examination:
 - i. Labial closure, Lingual range of motion, Facial symmetry (smile/pucker)
 - c. Perform 3-ounce water swallow challenge:
 - i. Sit patient upright at 80-90° (or as high as tolerated >30°). Ask patient to drink the entire 3 ounces (90cc) of water from a cup or with a straw, in sequential swallows, and slow and steady but without stopping. (Note: Cup or straw can be held by clinician or patient.) Assess patient for interrupted drinking and coughing or choking during or immediately after completion of drinking.
4. **If patient fails, Yale Swallow Protocol**
- i. Notify MD and generate Speech-Language Pathology Swallow Evaluation at MD’s discretion.
 - ii. Protocol may be re-administered after 24 hours or sooner if change in status has occurred.
 - iii. Oral care must be implemented based on the oral care procedures outlined in Lippincott.
5. **Documentation**
- a. A “Swallow Protocol” Power Note has been created in Cerner and has sections to address each step of the Yale Swallow Protocol. Power Notes are located in the “Documentation” tab in the dropdown box next to the “Add” link.

REFERENCES:

1. American Speech-Language-Hearing Association. (2004). Preferred Practice Patterns for the Profession of Speech-Language Pathology [Preferred Practice Patterns]. Available from www.asha.org/policy.
2. Ashford, J. (2015, March 28). Winter 2014 SASS Minute. Retrieved September 10, 2019, from <https://www.sasspllc.com/wp-content/uploads/2014/12/Yale-Swallow-Protocol.pdf>
3. Suiter, D.M., Sloggy, J., & Leder, S.B. (2014). Validation of the Yale Swallow Protocol: A prospective double-blinded videofluoroscopic study. *Dysphagia*, 29, 199-203.
4. “Yale Swallow Protocol.” YouTube, St. Joseph’s Medical Center – Education Department, 21 Mar. 2019, <https://www.youtube.com/watch?v=mt4WS5IzKpw>.

RECORD RETENTION AND DESTRUCTION:

Documentation is maintained within the patient’s medical record by the NIHD Medical Records Department.

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Fiberoptic Endoscopic Evaluation of Swallowing (FEES) Policy

Supersedes: v.2 Nursing Bedside Swallow Screen



NORTHERN INYO HEALTHCARE DISTRICT

PLAN

Title: Patient Safety Program Plan		
Owner: Chief Medical Officer		Department: Medical Staff and Quality
Scope: District Wide		
Date Last Modified: 09/07/2022	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors		Original Approval Date: 10/05/2012

PURPOSE:

- I. The purpose of the Patient Safety Program is to establish guidelines and processes supporting a comprehensive and effective program. The program is designed to improve quality of care and patient safety by reducing risk and preventing medical/healthcare errors to patients.
- II. Northern Inyo Healthcare District (NIHD) improves patient safety and reduces the risk to patients through an environment that encourages:
 - a. Recognition and acknowledgement of risks to patient safety and that medical/ healthcare errors will occur in a complex environment
 - b. The development of actions plans to reduce risks
 - c. The internal reporting of the facts related to patient safety occurrences
 - d. Work to determine the root and contributing causes and leading to actions taken to prevent recurrence
 - e. Investigation and analyses on processes and systems
 - f. District-wide learning about patient safety

PLAN OVERVIEW:

- I. Northern Inyo Healthcare District is committed to establishing a safe and harm free environment for patients, by providing and coordinating a proactive approach in the identification and mitigation of medical/healthcare errors.
- II. The District recognizes that despite our best efforts, patient safety events may not be completely eliminated; therefore, the District intends to respond quickly, effectively, and appropriately, when an error does occur. Through an integrated and coordinated approach, patient safety can be effectively improved. The District has established the following areas of focus:
 1. National Patient Safety Goals (NPSG) and Universal Protocol (UP) standards;
 2. Physical environment;
 3. Medication errors;
 4. Sentinel Events and Adverse Events;
 5. Conducting proactive risk assessments.
- III. The District will assess and prioritize activities based on the organizational performance, regulatory requirements, patient population, environment of care and expectations and needs of patients and staff, or from direction of the Quality Council and/or District leadership.

SCOPE AND APPLICABILITY:

- I. The scope of the Patient Safety Program includes an ongoing assessment, using internal and external knowledge, to prevent patient safety events. The Patient Safety Program is a District-wide program, therefore, applies to all services and sites of care operated by the District and encompasses the patients, visitors, volunteers, staff and medical staff.
- II. The executive responsibility for the Patient Safety Program lies with the NIHD Board of Directors. Through their approval of the program, they authorize the establishment of a planned and systematic approach to preventing patient safety events. The Board of Directors delegates the implementation and oversight of this program to the Executive team, who in collaboration with the Quality Council, Quality Department and Medical Staff ensure the implementation of the program throughout the District.
- III. The Quality Department, in collaboration with the Quality Council, is responsible for the Patient Safety Program, including the following:
 - a. The coordination and development of implementing, monitoring and integrating of patient safety activities
 - b. Ensuring activities throughout the District are consistent with the established priorities
 - c. Monitoring patient safety reports to identify opportunities for improvement
 - d. Assuring compliance with national recommendation for patient safety, including the National Patient Safety Goals
 - e. Referring identified issues to the appropriate teams, services departments or committees
 - f. Selecting, approving and reviewing incidents that have been identified for further quality review; such as, 'Root Cause Analyses' and "Failure Mode and Effects Analyses"
 - g. Facilitating the dissemination, discussion and understanding of clinical and management patient safety data
- IV. NIHD workforce's success is dependent upon teamwork. Communication is also a critical component in providing safe and reliable care. When the workforce collaborate effectively, health care teams can improve patient outcomes, prevent errors, improve efficiency and increase patient satisfaction. NIHD is committed to providing tools, resources and education to workforce members to prepare them for success. Every workforce member is responsible for participation in the Patient Safety Program, including:
 - a. Promptly reporting patient safety events and near misses
 - b. Participating in identifying process or systems that could potentially lead to a patient safety occurrence
 - c. Participating in District-Wide and departmental education and training regarding the patient safety program and activities
 - d. Speaking up "you see it you own it" no matter your role in the District.
- V. Patient and family/caregivers are at the center of all care. The safety of health care is enhanced by the involvement of the patient, as a partner in the health care process, as appropriate to his/her condition. The District will educate patients and families about their role in helping to facilitate the safe delivery of care. Staff will educate patients and families to:
 - a. Disclose relevant medical and health information to caregivers to facilitate appropriate care delivery

- b. Report unexpected changes in the patient’s condition or perceived risks to the patient’s health and well-being to responsible caregivers
- c. Question any variation in medications, treatment, or plan of care from what the patient or family was informed to expect
- d. Express any concerns they have about their ability to follow and comply with the proposed care plan or course of treatment
- e. Accept outcomes resulting from non-compliance with the care, service, or treatment plan
- f. Understand the hospital's rules and regulations concerning patient care and conduct
- g. Comprehend the importance of questionnaires related to satisfaction, quality or patient safety

PROGRAM COMPONENTS AND ACTIVITIES:

I. Identification of Potential Patient Safety Events

- a. The Patient Safety Program identifies potential patient safety issues using internal and external knowledge to prevent error occurrences and maintains and improves patient safety.
- b. The program identifies safety risks through use of a confidential unusual occurrence report. The data is aggregated to support decisions related to prioritization of safety issues. Medical errors will be reported to external agencies in accordance with applicable local, state, and federal regulations/laws, as well as per accreditation requirements.
- c. When a new process is designed, or an existing process is modified, the District uses risk reduction and mitigation strategies to lessen or remove the risk to patient safety, to prevent errors. Attendant to this review, is the identification of care processes that are high risk for errors that would lead to significant harm to the health and well-being of the patient. A non-punitive approach shall be taken in order to facilitate changes in systems and processes.
- d. On an annual basis, the District will select at least one high-risk care process, and conduct a proactive risk assessment. The intent of the assessment is to identify how to improve the process, identify any gaps or issues and implement corrective action plans. Gaps and issues identified as “critical” may be subjected to further analysis and review. The process will then undergo redesign, as necessary, to mitigate any risks identified.

II. Performance Related to Patient Safety Events

- a. Once a potential issue has been identified, NIHD will establish performance measures to address those processes that have been identified as “high risk” to patient safety. In addition, the following will be measured:
 - i. The perceptions of risk to patients and suggestions for improving care
 - ii. The level of staff reluctance to report errors in care
- b. Performance measurement data will be collected, aggregated, and analyzed to determine if opportunities to improve safety and reduce risk are identified. If identified, the District will prioritize those processes, which demonstrate significant variation from desired practice, and allocate the necessary resources to mitigate the risks identified. Opportunities to reduce errors that reflect system issues are addressed through the organization’s Quality Assurance and Performance Improvement program.
- c. Opportunities to reduce errors that reflect the performance of the individual care provider are addressed, as appropriate, through the Medical Staff peer review process or through the NIHD’s human resource policies.
- d. Additionally, the District utilizes communication techniques to provide a framework for information sharing between the healthcare team members about the patient’s condition and to

prevent communication breakdowns. These structured handoffs are an essential safeguard to ensuring that patients are safe and meeting components of National Patient Safety Goals (NPSG). Day to day activities are also utilized as a way to maintain a focus on patient safety.

III. Responding to Patient Safety Events

- a. The District is committed to responding to patient safety events in a manner that supports the rights of the patient, the clinical and emotional needs of the patient, protects the patient and others from any further risk, and preserves information critical to understanding the proximal, and where appropriate, root cause(s) of the event. To that end, the District has established a variety of policies and procedures to address these issues.
- b. There are three major levels of response by the organization to the occurrence or error. Response is based on the severity of the event.
 - i. Events that are minor in nature and result in little or no harm (or risk of harm) to the patient may be aggregated and analyzed to see if there are any patterns or trends that would indicate process improvement opportunities. It is generally not necessary to address each event singularly.
 - ii. Events that are near misses or have some sort of untoward effect on the patient, but are not considered sentinel events as defined by NIHD's sentinel event policy, will be addressed through NIHD's incident reporting and risk management process. An intensive assessment or 'Root Cause Analysis' may or may not be performed.
 - iii. Events that meet the organization's definition of a sentinel event or medical error will be subjected to an intensive assessment or 'Root Cause Analysis'. Management of these types of errors is described in the sentinel event policy.
 - iv. External reporting will be performed in accordance to accreditation and regulatory requirements.

IV. Supporting Staff Involved in Errors

- a. The District recognizes that individuals involved in patient safety event may need emotional and psychological support. NIHD has defined processes to assist employees and members of the Medical Staff.
 - i. Staff can be referred or request assistance from the NIHD Employee Assistance Program.
 - ii. Members of the Medical Staff can be referred to the Wellness Committee and the NIHD Employee Assistance Program for assistance.

V. Educating the Patient on Prevention of Patient Safety Events

- a. Patients and families are encouraged to express safety concerns by speaking directly with frontline clinicians, department leadership, or notifying the quality or compliance departments. Patient are encouraged to use "Speak up Campaign".

REFERENCES:

1. The Essential Guide for Patient Safety Officers. (2013). The Joint Commission and the Institute for Healthcare Improvement.
2. The Joint Commission. (2021). Speak up Campaigns. Retrieved from <https://www.jointcommission.org/resources/for-consumers/speak-up-campaigns/>

3. The Joint Commission. (2020). National Patient Safety Goals Effective January 2021 for the Critical Access Hospital Program. Retrieved from https://www.jointcommission.org/-/media/tjc/documents/standards/national-patient-safety-goals/2021/cah_npsg_jan2021.pdf
4. The Joint Commission. (2021). 2021 Comprehensive Accreditation Manual for Critical Access Hospitals (CAMCAH 2021).

CROSS REFERENCE P&P:

1. Safety Committee
2. Safety Management Plan
3. Adverse Events/Disclosure Policy
4. Sentinel Events, Unusual Occurrence Policy/Procedure
5. Nursing Quality Assurance/Performance Improvement (QA/PI)
6. Quality Assurance & Performance Improvement (QAPI) Plan
7. Surveillance for Hospital Acquired Infections (HAI's)
8. Antibiotic Stewardship Program Plan
9. Patient Identification for Clinical Care and Treatment/Armband Usage
10. Medication Reconciliation

Supersedes: v.1 PA - Patient Safety: Patient Safety Program



**NORTHERN INYO HEALTHCARE DISTRICT
CLINICAL POLICY**

Title: Pediatric and Newborn Consultation Requirements		
Owner: MEDICAL STAFF DIRECTOR	Department: Medical Staff	
Scope: Medical Staff and Advanced Practice Providers		
Date Last Modified: 07/07/2022	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 11/14/2018	

PURPOSE:

The purpose of this policy is to outline the requirements for pediatric and newborn patient consultation to the pediatric service.

POLICY:

1. Consultation on pediatric patients is required in the following circumstances:
 - a. Any critically ill infant or child.
 - b. Prior to surgery in any child with potential for significant complications.
 - c. Following surgery for unexpectedly prolonged inpatient stay or prolonged IV therapy or electrolyte imbalance.
 - d. At any time a provider has concerns.
2. Consultation on newborns/nursery patients is required in the following circumstances:
 - a. Any newborn admitted to Neonatal Pediatrics for any reason (IV therapy, oxygen therapy, etc.).
 - b. Any infant requiring transfer to another facility.
 - c. Infants requiring phototherapy.
 - d. Infants requiring treatment for hypoglycemia.
 - e. Infants with unstable vital signs or suspected sepsis.
 - f. Infant with persistent vomiting or abdominal distension.
 - g. Infants born before 35 weeks gestation.
 - h. Infant of mother with signs/symptoms concerning for chorioamnionitis.
 - i. At any time a provider has concerns.
3. The request for consultation should be directed to the physician listed as being on-call for the pediatric service and/or a pediatric or neonatal specialist if higher level of care is needed. Medical staff members on-call for the pediatric service may be a pediatrician or a family practice physician having qualified for and been granted the appropriate privileges to provide consultation.

REFERENCES:

1. 22 CCR §70537. Pediatric Service General Requirements.
2. American Academy of Pediatrics.

RECORD RETENTION AND DESTRUCTION:

1. Life of policy, plus 6 years.

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Pediatric Standards of Care and Routines

2. Admission Procedure of Pediatric Patient
3. Admission, Care, Discharge, and Transfer of the Newborn

Supersedes: v.1 Pediatric and Newborn Consultation Requirements

RESOLUTION NO. 22-15

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 21th day of September, 2022 by the following roll call vote:

AYES:

NOES:

ABSENT:

Jody Veenker, Chair
Board of Directors

ATTEST:

Name: Erika Hernandez
Title: Administrative Assistant/ 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
Robert Sharp, Member-at-Large (via zoom)
Kelli Davis MBA, Chief Executive Officer and Chief Operating Officer
Allison Partridge RN, MSN, Chief Nursing Officer
Keith Collins, General Legal Counsel (Jones & Mayer)
Vinay Behl, Interim Chief Financial Officer
Joy Engblade, MD, Chief Medical Officer arrived at 6:45 pm

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

QHR PRESENTATION OF 2022 NORTHERN INYO HEALTHCARE DISTRICT COMMUNITY HEALTH NEEDS Chief Executive Officer, Kelli Davis introduced Lindsey Marietti Strategy Director and Kylie Lattimore Associate Consultant with QHR. Ms. Marietti thanked Mary Mae Kilpatrick and Topah Spoonhunter for their participation in the Community Health Needs Assessment committee meetings. Ms. Marietti provided a presentation of the proposed 2022 Northern Inyo Healthcare District Community Health Needs. The Board expressed appreciation for all the hard work that went into preparing this information.

It was moved by Robert Sharp, seconded by Jean Turner, and unanimously passed to approve the 2022 Northern Inyo Healthcare District Community Health Needs Assessment as presented.

NORTHERN INYO HEALTHCARE DISTRICT WORKFORCE HOUSING FOCUS UPDATE

Ms. Davis provided a workforce housing update and explained that the District continues to experience issues in securing local housing for traveling employees and new hires, this is creating a hardship during the

relocation and start time phases. Ms. Davis additionally reported that she attended the Inyo County Planning Commission meeting and acted as an advocate of the District to bring awareness of the community housing crisis. Ms. Davis also clarified that there were no financial pledges made by the District during that meeting.

CHIEF FINANCIAL
OFFICER UPDATE

Ms. Davis, additionally reported the hiring of Stephen DelRossi, MSA as the new Chief Financial Officer for the District as of 08/22/2022. Vinay Behl, Financial Consultant, has confirmed he will be working closely with Mr. DelRossi to facilitate a smooth transition. She explained that Mr. DelRossi will be officially introduced to the Board of Director's and public at the next Board meeting. The Board expressed appreciation for all the hard work that Mr. Behl has provided to the District.

CHIEF OF STAFF REPORT

MEDICAL STAFF
APPOINTMENTS

Chief of Staff, Sierra Bourne, MD reported, following review and consideration, the Medical Executive Committee recommends approval of the following Medical Staff Appointment:

1. *Peter Verhey, MD (radiology)- Telemedicine Staff*

It was moved by Mr. Sharp, seconded by Ms. Tuner, and unanimously passed to approve the one (1) Medical Staff Appointment as requested.

CRITICAL INDICATORS

Doctor Bourne reported, following review, consideration and approval by the appropriate Committees, the Medical Executive Committee recommends approval of the following Critical Indicators:

1. *Emergency Medicine*
2. *Inpatient Medicine*

It was moved by Ms. Kilpatrick seconded by Mr. Sharp, and unanimously passed to approve the two (2) Critical Indicators as requested.

POLICIES

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

1. *Credentialing Healthcare Practitioners in the Event of a Disaster*
2. *Rapid Response Team*

It was moved by Ms. Turner seconded by Mr. Sharp and unanimously passed to approve the two (2) Policies as presented.

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 Approval of District Board Resolution 22-14, to continue to allow Board meetings to be held virtually*
2. *Approval of minutes of the July 20, 2022 Regular Board Meeting*
3. *Approval of minutes of the August 8, 2022 Special Board Meeting*
4. *Pioneer Home Health Care Quarterly Report*
5. *Compliance Department Quarterly Report*
6. *Eastern Sierra Emergency Physician Quarterly*
7. *Financial and Statistical reports for June 31, 2022*
8. *Governance Committee Meeting Update*
9. *Approval of Policies and Procedures*
 - A. *Using and Disclosing Protected Health Information for Treatment, Payment and Health Care Operations*
 - B. *Investigation and Reporting of Unlawful Access, Use or Disclosure of Protected Health Information*
 - C. *California Public Records Act- Information Requests*
 - D. *New Project Implementation.*
 - E. *Compensation of the Chief Executive Officer.*
 - F. *Authority of the Chief Executive Officer for Contracts and Bidding.*

Ms. Kilpatrick requested that the board policies be revised to reflect the correct term from President to Chair. It was moved by Ms. Turner, seconded by Mr. Sharp, and unanimously passed to approve all nine (9) Consent Agenda items with the recommended changes made by Ms. Kilpatrick.

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. No reports were provided

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 6:28 pm Ms. 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: Irma Rodriguez Moisa and Andrew M. Aller;
Employee Organization: AFSCME Council 57 (pursuant to
Government Code Section 54957.6)*
- C. *Public Employee Performance Evaluation (pursuant to
Government Code Section 54957 (b)) title: Chief Executive*

Officer.

RETURN TO OPEN
SESSION AND REPORT OF
ANY ACTION TAKEN

At 10:13 pm, the meeting returned to Open Session. Ms. Veenker reported that the Board took no reportable action.

ADJOURNMENT

The meeting adjourned at 10:14 pm.

Jody Veenker, Chair

Attest:

Topah Spoonhunter, Secretary

CALL TO ORDER The meeting was called to order at 9:00 a.m. by Jody Veenker, District Board Chair.

PRESENT Jody Veenker, Chair
Mary Mae Kilpatrick, Vice Chair
Topah Spoonhunter, Secretary departed at 10:50 a.m.
Jean Turner, Treasurer
Kelli Davis, Chief Executive Officer and Chief Operating Officer
Allison Partridge, Chief Nursing Officer
Joy Engblade, Chief Medical Officer
Robert Sharp, Member-At-Large

OPPORTUNITY FOR PUBLIC COMMENT Ms. Veenker reported 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.

ADJOURNMENT TO CLOSED SESSION At 9:01 a.m. 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 and Andrew M. Aller; Employee Organization: AFSCME Council 57 (pursuant to Government Code Section 54957.6)

B. Public Employee Performance Evaluation (pursuant to Government Code Section 54957 (b)) title: Chief Executive Officer.

RETURN TO OPEN SESSION AND REPORT ON ANY ACTION TAKEN IN CLOSED SESSION At 11:53 a.m., the meeting returned to Open Session. Ms. Veenker announced the resignation of Chief Executive Office, Kelli Davis her last day with the district will be December 1st 2022. Ms. Veenker expressed her gratitude for the service Ms. Davis has provided to the District and wished her and her family well.

ADJOURNMENT Adjournment 11:54 a.m.

Jody Veenker, Chair

Attest:

Topah Spoonhunter, Secretary

CALL TO ORDER The meeting was called to order at 9:01 a.m. by Jody Veenker, District Board Chair.

PRESENT Jody Veenker, Chair
Mary Mae Kilpatrick, Vice Chair
Topah Spoonhunter, Secretary
Jean Turner, Treasurer (via zoom)

ABSENT Robert Sharp, Member-At-Large
Kelli Davis, Chief Executive Officer and Chief Operating Officer
Allison Partridge, Chief Nursing Officer
Joy Engblade, Chief Medical Officer
Stephen DelRossi, Chief Financial Officer

OPPORTUNITY FOR PUBLIC COMMENT Ms. Veenker reported 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.

ADJOURNMENT TO CLOSED SESSION At 9:02 a.m. Ms. Veenker announced the meeting would adjourn to Closed Session to allow the District Board of Directors to:

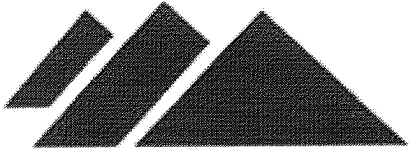
A. Conference with Legal Counsel Anticipated Litigation. Gov't Code 54956.9(d)(2). Number of potential cases: (1)

RETURN TO OPEN SESSION AND REPORT ON ANY ACTION TAKEN IN CLOSED SESSION At 9:59 a.m., the meeting returned to Open Session. Ms. Veenker announced that the Board took no reportable action.

ADJOURNMENT Adjournment 10:00 a.m.

Jody Veenker, Chair

Attest: _____
Topah Spoonhunter, Secretary



NORTHERN INYO HEALTHCARE DISTRICT

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

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

DATE: September 2022

TO: Board of Directors
Northern Inyo Healthcare District

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

RE: Diagnostic Services Department Update

REPORT DETAIL

NEW BUSINESS

Cardiopulmonary (CP):

- The CP department has completed its' evaluation for a second blood gas analyzer. The decision to move forward with the Siemens Rapidpoint 500e allows for a more streamlined implementation as it is the same manufacturer and a very similar user interface to our current Siemens Rapidpoint 500. The duplication in equipment ensures that unexpected downtime of the current analyzer will not cause a disruption in our ability to care for our patients.
- One of our Respiratory Therapists, Kevin Lolie, has resigned from our district and has created an opening for which we are actively recruiting. Kevin has been with the district for approximately three years and will be missed by the department and the district as a whole.
- CP is beginning the process of evaluating options to replace our current stress test equipment. Our Current equipment has been end of service life for several years and must be replaced to ensure we maintain this service for our district.

Diagnostic Imaging (DI):

- The DI department's softball team, The Imagers, concluded its inaugural season of coed softball. Comradery and teambuilding were evidenced on the field and ultimately had the exact effect the employee engagement focus group had hoped it would have as the team effort on the field clearly enhanced the team effort shown while at work in the department. The planning for next year's team is already underway.
- The DI department is moving forward with the purchase of a new Ultrasound unit. The team had a virtual demo of two systems in July and on September 7th, GE will be bringing on-site a unit for the sonographers to evaluate with hands on scanning. We are looking to submit for final purchase within the next 2-3 months.

- The patient experience focus group is now two months into trialing a new workflow for patient registration within the DI department. By splitting patients with appointments into a different registration line than those patients that walk in for services, we are able to improve our on time service to patients with appointments.

Laboratory Services (the Lab):

- I am happy to report that our interim Lab Manager, Hannah Pirner, has accepted the permanent full-time Lab Manager position and will on-board with us late December at the conclusion of her current traveler contract.
- Sandra Sommer accepted the Microbiology lead position and will be transitioning away from her current Point of Care Testing (POCT) lead position. We are looking to backfill the POCT lead position with one of our MedPro traveling Scientists.
- The lab has concluded the implementation of the new Hematology Analyzers. As a result, the lab has now automated the evaluation of body fluids. Historically, body fluids such as cerebrospinal fluid, synovial fluid, etc... had to be manually evaluated under a microscope and the testing could take up to an hour to complete. After performing significant correlation testing required to bring the testing onto the new analyzers, the testing is now done by the analyzer and takes less than 5 minutes of scientists' time to complete.
- The lab has started an initiative they have titled "Team Fun." This group of employees are tasked with finding fun ways to bring the team together. Events such as monthly birthday parties, Holiday "funtivities", Lab Week celebrations, group BBQ's, and Community Service events are all being planned in order to try to get the lab team together in lower stress environments and work to increase the culture of teamwork in the department.

OLD BUSINESS

Cardiopulmonary:

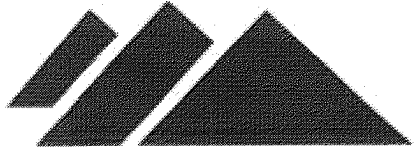
No old business for Cardiopulmonary

Diagnostic Imaging:

No old business for Imaging

Laboratory Services:

No old business for Laboratory Services



NORTHERN INYO HEALTHCARE DISTRICT

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

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

DATE: September 2022

TO: Board of Directors
Northern Inyo Healthcare District

FROM: CEO Board Report
Bryan Harper, Director of ITS/CISO

RE: Department Update

REPORT DETAIL

NEW BUSINESS

ITS: Deploying two new VMware servers and migrating all existing servers to redeployed and upgraded supported servers

ITS: Blackberry has been upgraded with new feature and support as well as upgrading from server 2008 to server 2019.

ITS: Working with RHC team on new procedure for car pull-up camera that will be used once the negative pressure rooms are installed.

ITS: leadership is working with compliance and legal on Athena data migration issues.

ITS: Working with Clinic staff on overhauling the phone system to become more unified as well fix outgoing phone numbers that come up on caller ID.

ITS: Cerner is changing the way NIHD user login (network path) and we have implemented and tested this without issues.

ITS: New camera / audio are now setup in small boardroom.

CE: New Philips X3 Patient monitor for Neonates has been installed and tested in the nursery.

- This will allow staff to have a monitor attached to the infant warmer reducing the number of devices that have to roll separately.

CE: has also been upgrading its database for equipment to have the most accurate and up to date preventative maintenance, repair, and inventory records.

Information Security: In person security training has started back up, preparation for next year's penetration testing has started. We are seeing an increase in the number of attacks to the district. Emails are going out to NIHD to remind them of these potential attacks and scams. We have also started back up our monthly Cyber Security tip emails.

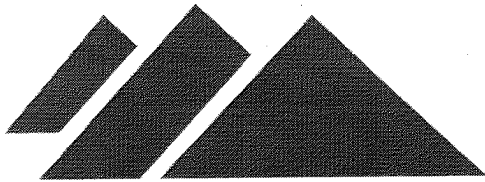
OLD BUSINESS

CE: New Fetal Monitor Cart was deployed and is up and running successfully

ITS: The team continues to deploy direct printing to all areas of the hospital.

ITS: The applications team is working with multiple departments on DHCS 340B reporting.

ITS: Windows 11 and security patching continues.



NORTHERN INYO HEALTHCARE DISTRICT
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One Team, One Goal, Your Health!

150 Pioneer Lane
Bishop, CA 93514

(760) 873-5811

DATE: September 2022

TO: Board of Directors
Northern Inyo Healthcare District

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

RE: Department Update

REPORT DETAIL

FOUNDATION

July and August were fairly quiet months for the Foundation because I was on vacation for a large portion of July. We went dark for our July meeting and resumed in August for a regularly scheduled board meeting. During the August meeting we discussed some funding initiatives the Foundation could support. Dr. Engblade was on hand to discuss the purchase of a machine that would measure the ankle-brachial index (ABI) for patients. This would be primarily used by the Wound Care team, but has applications that our orthopedic providers would find helpful as well.

The total cost of the machine is believed to be around \$18,000 and would be shared between the Foundation and the Auxiliary, who have pledged \$10,000 towards its purchase. The Foundation committed to cover the remainder of the purchase price once it is final.

GRANT WRITING

Through our partnership with the CA Department of Health Care Access and Information (HCAI) and their Small Rural Hospital Improvement (SHIP) grant program, in August, the District, was awarded \$258,376 from their portion of American Recovery Program funding. This can cover a wide range of costs associated with COVID-19. The funding will get incorporated into the larger pool of Federal relief funds to determine where it can best be used.



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

DATE: September 2022
 TO: Board of Directors, Northern Inyo Healthcare District
 FROM: CEO Board Report
 Barbara Laughon, Manager, *Marketing, Communications, & Strategy*
 RE: Department Update

REPORT DETAIL

Old Marketing Business

- **Staffing:** Recruitment for a new Digital Marketing Specialist has been paused.
- **Podcasting:** Scheduling for the launch of *NIHD's Mountain Medicine* was paused for unforeseen circumstances but will be part of our focus in September.
- **Healthy Lifestyle Talk, pt. 1:** Many thanks to **Dr. Richard Meredith** and the **Stryker** team for a wonderful Healthy Lifestyle talk in July, **"Advancements in Treating Joint Pain."** Those in attendance got an up close look at NIHD's new robotic-arm assisted technology for the most precise and least invasive knee replacements. *(Many thanks to ITS Director Bryan Harper, Dietary Manager Thomas Warner, and the Maintenance team for their assistance in presenting.)*
- **Ongoing efforts:** Strategic Communications continues to complete a weekly report for all staff and providers regarding COVID-19 and related issues.

A NORTHERN INYO HEALTHCARE DISTRICT HEALTHY LIFESTYLE TALK

Advancements in Treating Joint Pain

Learn how NIHD is enhancing surgical precision with Mako SmartRobotics™

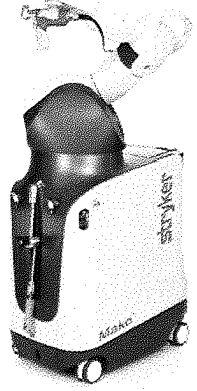
Tuesday, July 26, 5:30 PM
 Main Lobby, Northern Inyo Hospital
Also available via Zoom & YouTube




with NIHD Orthopedic Surgeon
Richard Meredith, MD

Join NIHD for this Healthy Lifestyle Talk to learn about locally available surgical options for knee replacement. Experience a live demonstration of Mako™, our new robotic-arm assisted technology for the most precise and least invasive knee replacements.

To join virtually, connect via the Zoom teleconferencing service or watch on the NIHD Youtube. For connection information visit www.NIHD.org.



- Robotic Demonstration
- Question & Answer Period
- Grab & Go Refreshments
- Masks required
- Social Distancing observed
- Virtual viewing available

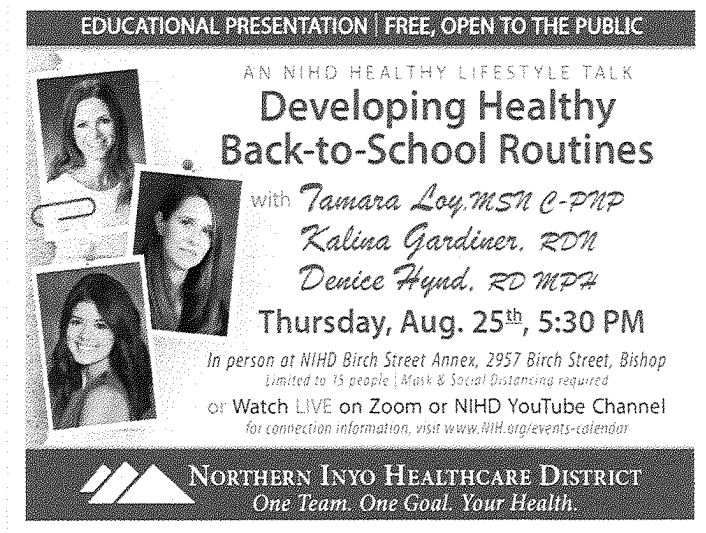


NORTHERN INYO HEALTHCARE DISTRICT

One Team. One Goal. Your Health.

New Marketing Business

- **Healthy Lifestyle Talk, pt. 2:** A round of applause to **NIHD Registered Dietitians Kalina Gardiner and Denice Hynd**, and to our **Certified Pediatric Nurse Practitioner Tamara Loy** for presenting an NIHD Healthy Lifestyle Talk on Thursday, August 25, titled **“Developing Healthy Back-to-School Routines.”** Tamara gave parents insights on the importance of children getting a good night’s sleep and also discussed how to create a calm, relaxing pre-sleep environment. Kalina and Denice discussed healthy snack and lunch ideas that veer away from pre-packaged, empty calorie options, and point out ways for parents to find hidden sugars and fats in children’s meals. NIHD hopes we helped our younger patients get off to a strong and healthy new school year.



EDUCATIONAL PRESENTATION | FREE, OPEN TO THE PUBLIC

AN NIHD HEALTHY LIFESTYLE TALK

Developing Healthy Back-to-School Routines

with *Tamara Loy, MSN C-PNP*
Kalina Gardiner, RDN
Denice Hynd, RD MPH

Thursday, Aug. 25th, 5:30 PM

In person at NIHD Birch Street Annex, 2957 Birch Street, Bishop
Limited to 15 people | Mask & Social Distancing required

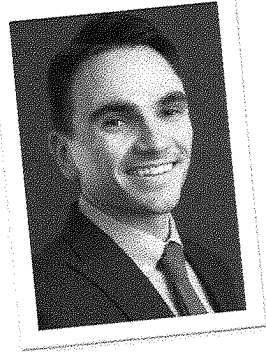
or Watch LIVE on Zoom or NIHD YouTube Channel
for connection information, visit www.nihd.org/events-calendar

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

- **Efforts are well underway for NIHD’s annual Breast Cancer Awareness in October:**
 - **Moonlight Mammograms:** Diagnostic Imaging, Strategic Communications, and Oncology Patient Navigation are collaborating to plan our seventh annual event, with **four nights open for community participation.** This year’s focus is to encourage people to *Get Back On Track* with their annual medical screenings as early detection can help save lives. In addition, NIHD will continue to partner with **Toiyabe Indian Health Project** and **Southern Inyo Healthcare District** to provide mammography services for higher-risk patients during two specially reserved days. NIHD will also provide two employee screening events. Yes, once again the Main Hospital and Diagnostic Imaging will be bathed in pink light for the month to show our support for this cause.
 - Thanks to **Rosie Graves**, (*top right*) we are working on an **educational outreach effort with Bishop Vons.** The grocery store experienced some staff losses due to cancer during the pandemic. As October drew near, Rosie connected with store manager **Terri Breedlove**, and a new partnership was born. Dr. Olson and Rosie will give two talks – one to address Vons’ daytime team, and one to address nighttime staff. Strategic Communications will assist with this effort.
 - **Dr. Cheryl Olson** (*bottom right*) and **Oncology Patient Navigator Rosie Graves** pre-recorded a Breast Cancer Awareness segments for **Sierra Wave’s Skippable News** on



Aug. 23. The segments, hosted by **Jim Tyler**, will begin airing later this month. *(Please note Sierra Wave has re-initiated its partnership with the local cable company, so Skippable News is now accessible to the cable company's more than 7,000 subscribers as well as being available on the Sierra Wave website and on YouTube.)*

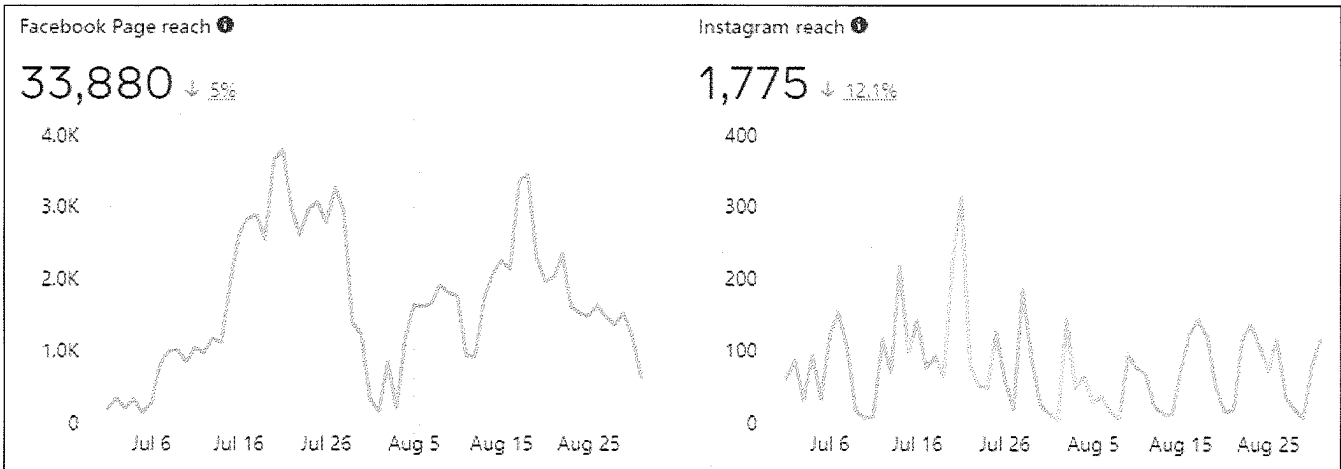
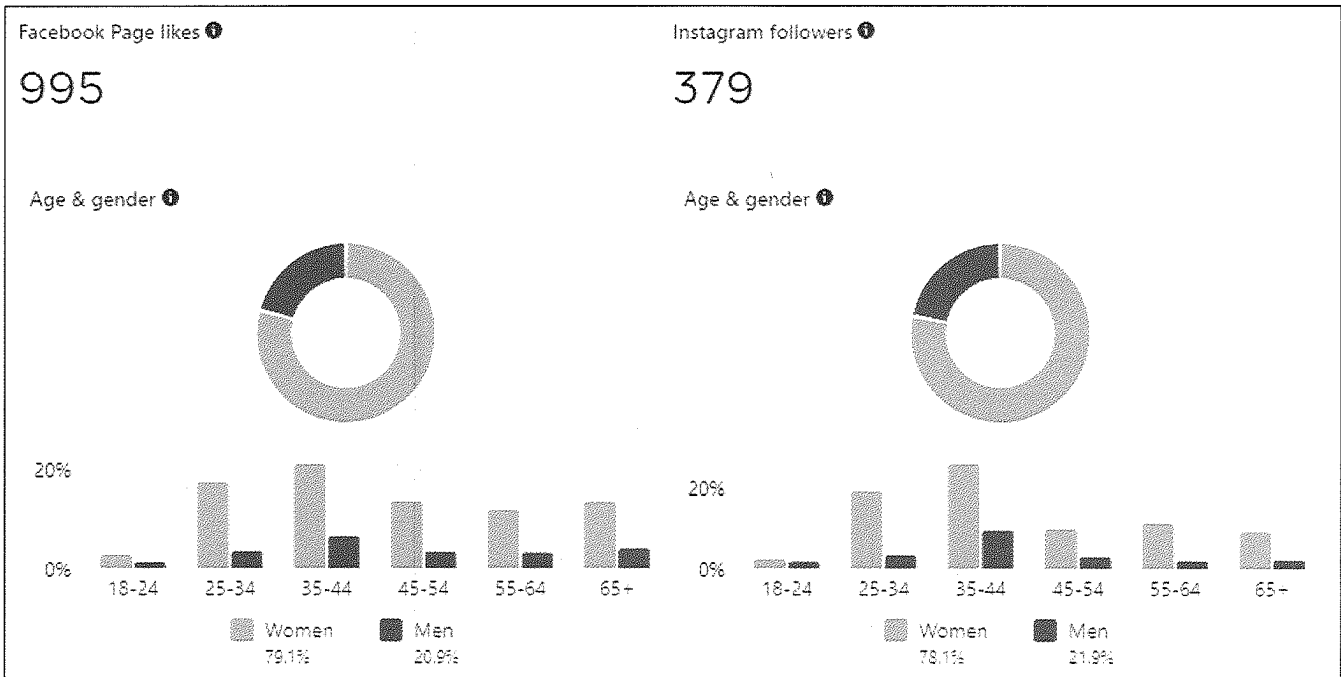
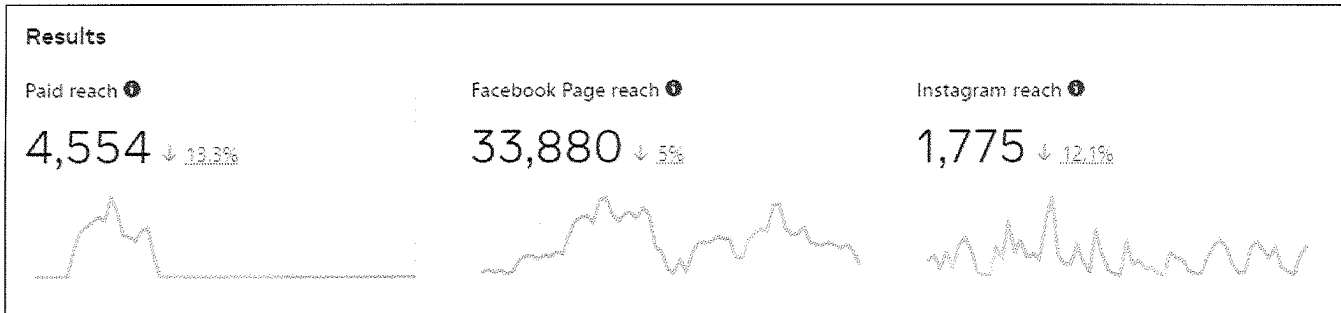


- Speaking of *Skippable News*, many thanks to **Chief Medical Officer Dr. Joy Engblade** and **Eastern Sierra Emergency Physicians' Dr. Adam Hawkins** (*at right*) for sitting for interviews with host **Jason Brown**. Dr. Engblade's segments ran first during the month of August with Dr. Hawkins' segments slated for a later airing.
- Once again **NIHD supported the Tri-County Fair**, Sept. 1-4, by purchasing advertising opportunities during the annual four-day event. In return, Fair CEO Jen McGuire provided us with more than 130 event tickets to award during a random drawing for staff members and providers. *(Strategic Communications offers many thanks to the Fair Board, Jen McGuire and her team, as well as CEO Kelli Davis and HR's Marjorie Routt for assistance with this effort.)*

Upcoming events from NIHD and its Trusted Partners

- | | |
|------------------|---|
| Event/Speaker: | Healthy Lifestyle Talk, Sept. 22 with the Rural Health Women's Clinic and Perinatal teams |
| Location/Format: | <i>In-person, virtual, and via the NIHD YouTube Channel</i> |
| Event/Speaker: | NIHD Virtual Childbirth Education Class, Oct. 1 |
| Location/Format: | <i>Virtual only</i> |
| Event/Speaker: | Moonlight Mammograms, Oct. 4, 12, 20 & 27, 5-8 p.m. by appointment with limited walk-ins |
| Location/Format: | <i>NIHD Diagnostic Imaging</i> |
| Event/Speaker: | Eastern Sierra Cancer Alliance 22nd Annual 5K Run & Walk October 15, race time 9 a.m. |
| Location/Format: | <i>Bishop City Park</i> |
| Event/Speaker: | Toiyabe Mammography Day, October 21 with coordination from Toiyabe Medical team |
| Location/Format: | <i>NIHD Diagnostic Imaging</i> |
| Event/Speaker: | SIHD Mammography Day, October 28 with coordination from SIHD Medical team |
| Location/Format: | <i>NIHD Diagnostic Imaging</i> |
| Event/Speaker: | NIHD Virtual Childbirth Education Class, Dec. 3 |
| Location/Format: | <i>In-Person and Virtual</i> |

Digital Marketing Updates *for July 1-August 31, 2022*






Reference Definitions:

Reach: The number of people who saw your post at least once. Reach is different from impressions, which may include multiple views of your post by the same people. This metric is estimated.



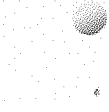
Impression: The number of times your posts/ads were on screen for your target audience.

Likes and reaction: The number of reactions to a post.

Top Performing Posts (Facebook organic – 44 posts total)

<p>Highest reach on a post</p>  <p>Facebook post When your child has symptoms, it can be difficult to decide what care they need.... Jul 14, 2022, 9:21 AM</p> <p>This post reached 5,324% more people (10,903 people) than your median post (201 people) on Facebook.</p>	<p>Highest reactions on a post</p>  <p>Facebook post Thank you, Firefighters. Jul 8, 2022, 6:53 PM</p> <p>This post received 1,700% more reactions (72 reactions) than your median post (4 reactions) on Facebook.</p>	<p>Highest comments on a post</p>  <p>Facebook post To celebrate this holiday weekend our Dietary Manager Thomas Warner is grilli... Jul 2, 2022, 7:10 AM</p> <p>This post received 7 comments compared to your median post (0 comments) on Facebook.</p>
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Top Performing Posts (Instagram organic – 34 posts total)

<p>Highest reach on a post</p>  <p>Instagram post Check out our healthy summer living food tips to keep you feeling healthy and well... Jul 7, 2022, 11:25 AM</p> <p>This post reached 170% more people (248 people) than your median post (92 people) on Instagram.</p>	<p>Highest likes on a post</p>  <p>Instagram post How much do you love Avocados? Love away! They are packed with healthy... Aug 2, 2022, 8:57 AM</p> <p>This post received 11 likes.</p>	<p>Highest comments on a post</p>  <p>Instagram post Let's Get to Immunity! Learn how the COVID-19 vaccine works... Aug 9, 2022, 2:41 PM</p> <p>This post received 2 comments compared to your median post (0 comments) on Instagram.</p>
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Recent Recommendations & Reviews on Facebook

"I love Dr. Sharma! She always has time to listen and to help solve problems. She is a greatly skilled doctor; thoughtful, helpful and kind."

"Everything about my visit was good and proper. Everybody was nice and professional."






"They have been very kind and caring every time I have been in the hospital. I have had three joint replacements in the past two years, and have had a positive experience every time."

"I like the fact that Dr. Boo listens to me. I appreciate his concern for my spouse and myself."

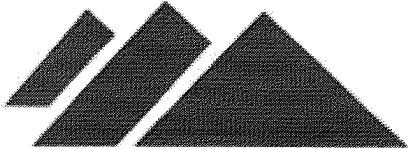
"Dr. Wakamiya, Meredick and Reid are world class. A pleasure to work with. They're friendly and professional. My rating is: ★★★★★"

"I am so grateful to be under the care of Dr. Arndal and Dr. Kim at the Women's Clinic. They are so professional and conscientious, caring and concerned. They go the extra mile to make sure you get the treatment you need. I can't thank them or their staff enough. You really are treated as a person and know if things can get fixed, they will figure out how."

Website statistics of note - Most viewed physician biography pages for stated period

Top Physicians									
All Physicians									
									
Timothy Brieske MD	Thomas Boo MD	Richard Meredick, Jr. MD	Stacey Brown MD	Thomas Reid MD					
Views: 54	Specialties: 1	Views: 52	Specialties: 1	Views: 52	Specialties: 3	Views: 51	Specialties: 2	Views: 51	Specialties: 1

Thank you!



NORTHERN INYO HEALTHCARE DISTRICT

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

DATE: September 2022

TO: Board of Directors
Northern Inyo Healthcare District

FROM: CEO Board Report
Neil Lynch, Purchasing

RE: Department Update

REPORT DETAIL

NEW BUSINESS

Currently working with HR to fill vacancies in the Purchasing Department. Purchasing staff have been rotating vacation schedules causing resources to be tight.

OLD BUSINESS

(Complete) Year-end fiscal inventory was rescheduled with a new completion date of 7/15/2022. We are very happy to be able to participate in weekend holiday activities around the 4th of July without inventory activities overwhelming the department.

Shipping delays have been minimal and PPE supply is more than sufficient. Purchasing will continue to monitor supply chain to ensure adequate supply.

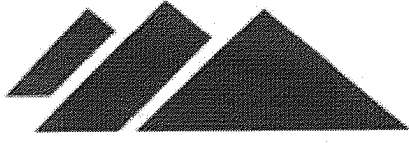
(Complete) Purchasing is preparing for fiscal yearend inventory (6/30/2022). In preparation we will be analyzing inventory processes for Purchasing and Surgery departments, prepping the warehouse, and doing some item master maintenance. All of this is necessary to ensure an accurate fiscal year end valuation.

(Complete) Process review. Purchasing will be process mapping workflows to ensure accuracy and efficiency in supply chain processes with a focus on Cerner driven workflows.

(Complete) Back orders. We are experiencing significant delays across most supply chain categories. Covid-19, weather, shipping bottle necks, and manufacturing delays have made ordering difficult. Most resources are focused on minimizing delays.

(Complete) Purchasing continues to work on GPO (Group Purchasing Organization) transition. We are compiling data for analysis to determine contract compliance rate.

(Complete) GHX EDI integration has begun. IT continues has completed set up on the back end, purchasing staff is training and will be testing system through October.



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

DATE: September 2022
TO: Board of Directors
Northern Inyo Healthcare District
FROM: CEO Board Report
Scott Hooker, Director of Facilities
RE: Department Update

REPORT DETAIL

MAINTENANCE/FACILITIES

New Business:

Colombo Construction has contractors on site working on the chiller plant upgrade and the Pharmacy Project. Demo is complete framing to start this week 8/29/22 along with some plumbing and electrical.

HCAI Projects (6 projects)

Pharmacy Project – Work ongoing, received preliminary approval on \$3,000,000.00 from the Board. We did not receive full coverage bids for all trades. Numbers that are coming in for these uncovered areas are coming in higher than we budgeted for. Colombo stated that this is normal and are seeing this on all of their projects. Inflation, supply chain problems, as well as workforce issues are some of the factors. Colombo and I will be presenting to the Exec Team 8/29/22 the new budget numbers. We are hopeful to be able to present to the Board of Directors in September for approval.

Temporary Chiller Project – This project is monitored by HCAI until we get rid of the temporary chiller. That will happen after the Chiller Plant Upgrade (or condenser plant upgrade).

Chiller Plant Upgrade / Condenser plant upgrade – Work is ongoing. Condensers are scheduled to arrive mid-September. This is later than we expected due to supply chain issues.

Omnicell medication cabinet replacement project – Complete and waiting for HCAI to send a close-out letter to us.

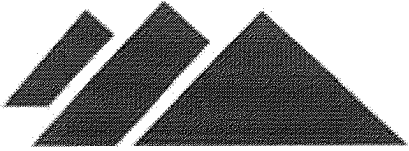
SECURITY

New Business:

Security is running smoothly with no open positions. We are fully staffed with one out on LOA. Security Officer Steve Thompson has started working shifts solo. We have a new Security Officer scheduled in the next orientation and will start getting him trained.

Old Business:

Security is currently operating with 6 officers. Security is onsite Sunday – Thursday 600p-330a Friday and Saturday noon-400a.



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

DATE: September 2022

TO: Board of Directors
Northern Inyo Healthcare District

FROM: CEO Board Report
Alison Murray, Director of Human Resources

RE: Department Update

REPORT DETAIL

HR Manager: Implementation of ADP performance management, reworking the performance management process from paper to electronic. Completion of the board onboarding presentation for new board members to become familiar with the healthcare district workforce, policy, and procedures. Human resources JD updates into the new format. Support for payroll, onboarding, staff development, recruitment, and benefits including implementations for process changes, ADP Comprehensive Payroll go-live.

HR Clerk: Streamlining support for new hire onboarding and orientation during first week at the district. Continued improvement of the monthly birthday, employee of the month celebrations. Improved process for annual pay increases and notification of employees. Review and streamlining of internships and volunteer process.

Recruitment: Continued preemptive community outreach for housing options for new hires and travelers, which is one of the biggest struggles we have within our area. Regular meetings and communication with department leaders to improve recruitment. Implementation of an internal applicant rating tool and competency-based interview questions for applicants that are current employees who would like to churn over.

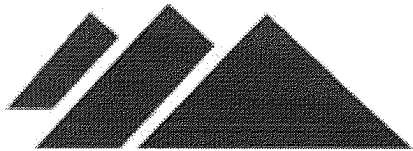
Onboarding: Working with IT to streamline onboarding network access requests and notifications. Have built a new notification process to help facilitate timely and accurate notifications for NIHD Departments during the new hire/onboarding process. Complete I9 audit for compliance with regulatory requirements, contacting employees for updated documentation as needed. Continued audit review of job description names in Workforce Manager and Workforce now, will flow over into Policy Manager and Active Directory once completed in ADP systems. Adjusted onboarding workflow so that Background Checks are started upon offer acceptance. This process change allows for a decreased risk of processing delay.

Payroll: This past quarter we transitioned out of implementation for our comprehensive payroll services and into our service team. This has resulted in the launch of ADP's MyLife Advisors and self-service support for employees. In addition, we built changes into the system in preparation for the Coordinator and MA change in July, the PTO accrual, the 2-hour callback and standby policy changes, as well as the screening differential. Completion of Controllers Government Compensation report and California Transparency Report (CPRA).

Benefits/LOA: Increase in LOA requests, processing weekly requests for personal medical and family medical needs. Preparation for open enrollment with our TPA to make sure we have a smooth 2023 enrollment. Bi-weekly review of the new process with retirement funding every pay cycle, partnering with payroll to ensure accuracy. Monthly invoicing and billing for benefits, reviewing for accuracy, and following up as needed with concerns, and questions. On-going employee support for leave and benefits questions, including processing new hire benefit enrollments each orientation.

HR/District Education: Has coordinated the return of in-person training during orientation, including Safe Patient Handling and Cyber Security. Facilitated annual CNA training by coordinating and hosting an out-of-the-area instructor to help fulfill the annual 12-hour in-person CEU requirement. Renewal of AHA Instructor Status for the AHA Training Center in preparation for relaunching AHA Community skills sessions.

HR Director/Labor Relations: Ongoing union negotiations.



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Bishop, California 93514
(760) 873-5811

DATE: September 2022

TO: Board of Directors
Northern Inyo Healthcare District

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

RE: Department Update

REPORT DETAIL

ENVIRONMENTAL SERVICES

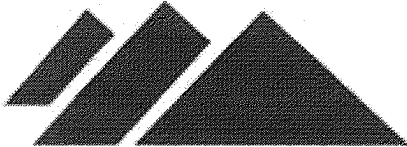
The Environmental Service team operates Monday –Sunday 400am to 1230am. Our staff cleans areas from Birch Street, to the Joseph House to our OR's and PACU. We currently have 24 fulltime employees in ES with one vacant spot to fill.

LAUNDRY

The Laundry team operates Monday –Friday from 500am to 1500pm. We currently have 5 employees with zero spots to fill. Our chemical line is still good, and all equipment is working. Our staff is doing great.

OTHER INFORMATION

Talent Pool- currently has 4 employees and another joining us 9/6/22. The last application was 8/30/2022.



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150 Pioneer Lane
Bishop, California 93514
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DATE: September 2022

TO: Board of Directors
Northern Inyo Healthcare District

FROM: CEO Board Report
Lynda Vance, Manager of Project Management

RE: Department Update

REPORT DETAIL

NEW BUSINESS

It has been around a year since I transitioned into a management role and our department size has doubled to have two staff. In collaboration with many departments at NIHD, we have been able to continually improve our projects by streamlining processes, tracking items, and reporting statistics. We have created a SmartSheet to track our department, move, and project budgets. We are continuing to work with accounting on project budget tracking. School has started again and the year seems to be moving even faster than the last.

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

Discovery – 7 (Infant RTLS Replacement system, eCase Reporting with Cerner, OR workflow optimization, OneContent upgrade, ABG instrument, Patient appointment reminders, RHC RN area addition)

Actively Working – 12 (ABI Machine for wound care, Hauge Interface Cerner project, Stryker Mako Ortho Robot IDA, Employee Health Management System Agility, Case Manager office update, State Mandate Tracking, i2i with Cerner, Internal Med Office update, Pharmacy Staff desk update, RHC clerk window update, AP Desk update, Clinic Phone system Standard Setup)

Closing – 11 (EMS radio and recording system Replacement, ADP Empower/ Payroll and Employee services, HCIQ and Valify GPO CHC Project, Omnicell Cabinets, GHX, Omnicell Cabinets, SmartSheet upgrade for PHI compliance, BDM Interface Cerner project, Surgery/ PACU office changes, Experian Pricing transparency, Perinatal Assistant Manager office)

Moves Completed - 11 (DI Admissions to MRI area, Upgraded TV for DI waiting room, HR and Education office relocation, Dictation room update, Strategic communication office relocation, Grants/Foundation office change, Charge Capture and Coding team

move, Accounting area update, CFO office, Clinical Engineering offices relocated, Outpatient nutritional services)

On Hold Projects - 14 (OB sleep room update, Director of Quality office, OneContent athena upload, FEES system, Mammo and Stereo Equipment Replacement, Copay workflow improvement, Hemodialysis for IP, City of Hope Telehealth, SAP Concur, Door Access Badge Standard workflow, PACS Replacement, Onboarding Workflow Efficiency, Cerner Portal Relaunch, Kiosk Screening Accushield)



Northern Inyo Healthcare District

150 Pioneer Lane
Bishop, CA 93514
(760) 873-5811
www.nih.org

Date: 9/2/2022
To: Board of Directors
From: Joy Engblade, MD, MMM, FACP, Chief Medical Officer
Re: Bi-Monthly CMO report

Medical Staff Department update

The Medical Staff office is busy doing reappointment credentialing for half of all the providers. As you may know, all physicians need to update their credentials, or “reappoint” every 2 years. This ensures ongoing competency and compliance. The Medical Staff office has decided to split the Medical Staff roster into 2 so that half of the Medical Staff reappoint every year. This is a large undertaking every year but is important and currently underway.

In terms of recruiting, we continue to have several locum physicians needed, most notably in the General Surgery Department. The Medical Staff office continues to find and credential qualified General Surgeons and we continue to recruit and interview for this position. In the last month, we have had 2 site visits and we hope we will find a good match. We will soon be recruiting for a full time pediatrician, as Jane Yoon, MD will be leaving the District at the end of the September.

Pharmacy Department update

The Pharmacy remodel and move project is in full swing. We have nearly completed demolition and we continue to partner closely with Colombo Construction. Given the market and supply chain issues, we anticipate a change in the needed budget to complete this project, projected to complete in May 2023. In the meantime, we are still utilizing an off-site hazardous compounding hood to provide appropriate medications to our patients.

We had a visit from the State Board of Pharmacy for our sterile compounding license. The inspection went well and no corrective actions were written.

Our pharmacists and pharmacy technicians support our entire District; both inpatient and outpatient. They are a wonderful cohesive team led by Jeff Kneip, PharmD.

Quality Department update

As you may recall from my last Board Report, we have separated the Quality Department into a standalone department. We had planned to bring in a new Director of Quality, but in light of financial constraints, we are not planning to fill this position now. In the meantime, Ali Feinberg, RN serves as Manager of Quality and Survey readiness and will continue to lead the team. The main objectives of the team are to: continue to report required regulatory items, continue to monitor for and educate workforce on continued and ongoing changes to survey expectations and requirements and lastly, to focus on QIP.

QIP is a statewide program called Quality Incentive Pool which includes many different projects. For calendar year 2021, we reported data on our current performance in 4 areas; breastfeeding, statin therapy, influenza vaccinations and developmental screening in children. For this year, 2022, we will need to show improvement and we have decided to take on extra projects. Ali and her team are leading the clinical teams in these projects that could bring in revenue if goals are met.

Dietary Department

Our Registered dietitians (RD) continue to educate our community and workforce about good diet habits. We hope you were able to watch the last Healthy Lifestyles Talk about “Back to School” focusing on sleep for kids from Tamara Loy, PNP and healthy snacks from Kalina Gardiner, RD and Denice Hynd, RD. <https://www.youtube.com/watch?v=ulW7hXPgoc4>

The kickoff for “Fall Into Healthy Habits” initiative started the day after Labor Day. This program is focused on NIHD Workforce wellness through movement, recipes and “how to’s” as well as opportunities for one-on-one sessions with a RD. We hope participation in this event will be good.

Join Northern Inyo Healthcare District's
Fall Into Healthy Habits

6 Week Series
September 5th-October 14th
Email Denice Hynd by August 29th to participate
Denice.Hynd@nihd.org

Live Zoom Workshops with Q&A
Topics include:
• Habit and Behavior Change
• Identifying Hidden Sugars
• Longevity through Mediterranean Diet
• Nutrition through the Holidays

Build Your Own Series
Join Kalina to create your own nut butters, quinoa bowls and smoothies

1:1 RD Counseling
Meet with Denice and break down barriers to help you reach your personal health goals

Weekly Walking Sessions
Find your movement with Dana Georgeson, NIHD Physical Therapist

Join a variety of NIHD experts providing insights to wellness
**All events and counseling are voluntary and free*

Rehab Department

Our Rehab Department which includes Physical Therapy (PT), Occupational Therapy (OT) and Speech Therapy (ST) continue to serve our inpatients and outpatients. We are welcoming a new PT, Adam Maxell who is currently a traveler with us but is planning on signing on full time next month! We are still recruiting for a permanent ST after the departure of Allison Hooker but this position is currently being filled with a great traveler, Jenna Lowery who has extended her time here through mid-December. Our OT's help with OT needs at Bishop Unified School District (BUSD) but due to the large volume of students with OT needs, BUSD will be recruiting for their own full time OT. This will help alleviate NIHD OT's and we hope to introduce new OT related services in 2023.

We have been seeing more swing bed patients for rehab services in the hospital, and we hope to continue to develop this program. One of our OTs, Monica Jones, is also serving as the Activities Coordinator for the swing bed patients.

Infection Prevention

We currently have two Infection Prevention RN's and sadly, we will be saying goodbye to one, Jennifer Yednock, RN. Her work has been invaluable during the Covid pandemic and she will be missed. She will be pursuing a Master's Degree so we wish her well and hope she will come back to NIHD when she is done! In the interim, Robin Christensen, RN will continue to educate our workforce, report on required elements, and help guide us through these complicated infection prevention times.

Covid 19

We have recently added Paxlovid to the RHC "Car Clinic" capacity for a "Test to Treat" model. This means that if you test positive for Covid, we are able to supply you with the medication Paxlovid right there, negating the need for you to go to the pharmacy to pick up medication. There is a limitation for those patients with kidney issues. If you are a patient with kidney issues, you may be referred for monoclonal therapy with bebtolovimab, which is an IV medication given at the hospital.

We are in close communication with Inyo County Public Health regarding the Covid 19 booster specific for the Omicron variant. We have preordered the boosters and, with the County, announcements will be made when it arrives.

Monkey Pox

We are also following the Monkey Pox spread closely. There have been no cases reported in Inyo County but several tests have been sent for suspicious cases. We currently do not have any vaccine available but Inyo County Public Health has created a website for providers to enter requests for high risk patients. We have a plan in place for obtaining medication for treatment if indicated.

Physician Compensation

Monthly wRVU productivity reports continue to be sent to all providers for accuracy review. We have identified some missing data which has been great to catch early. The next step is to take a look across departments to help identify areas of opportunity and education within each department.

I am also looking forward to partnering with our new CFO, Stephen Delrossi to continue to work on a transparent and equitable compensation structure.

Rural Health Clinic

As of July 1, 2022, Stacey Brown, MD stepped down at the Rural Health Clinic (RHC) Medical Director. This is a position he has held for over 20 years and has taken the RHC from a 2 person clinic to a 14+ provider clinic that sees 150 – 200 patients a day! As CMO, I will be assuming the duties of the RHC Medical Director, continuing to provide medical oversight of the RHC Providers and the clinic as a whole. Dr. Brown will continue to see patients at RHC. These are big shoes to fill so I am thankful that Dr. Brown is still able and willing to provide guidance and historical knowledge for this role. Thank you Dr. Brown for all of your years of service!



NORTHERN INYO HEALTHCARE DISTRICT

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

DATE: September 2022
TO: Board of Directors, Northern Inyo Healthcare District
FROM: Allison Partridge, RN, MSN, Chief Nursing Officer
RE: Department Update

REPORT DETAIL

COVID-19

The District continues to manage the daily challenges that COVID-19 has presented. We are closely monitoring the guidance from CDPH as the State deescalates the restrictions and requirements. NIHD continues to partner with Inyo County Public Health in administering COVID-19 vaccines and has created accessibility in the RHC and NIA clinics. The car clinic has also enhanced its workflow in establishing a process that allows patients to be seen, tested, and when appropriate, leave with Paxlovid in hand.

Recruitment

In collaboration with our Human Resource Team, we continue to focus on recruiting and retaining team members to fill open vacancies throughout the District. Recruitment and retention continue to be an area of daily focus and present challenges throughout the District with a significant impact on nursing. To support the recruitment and retention of team members, NIHD has multiple training programs in progress, including:

- Perinatal RN Training Program

- Operating Room RN Training Program
- ICU RN Training Program
- Acute/Subacute New Graduate Training Program
- Orthopedic Technician Training Program
- Sterile Processing Training Program

These training programs aim to support the growth and development of District team members, recruit external candidates, and support critical staffing needs.

New Team Members

- The Acute/Subacute team is welcoming two RNs at the end of September.
- The RHC and NIA Clinics welcome a Primary Care Assistant Manager, Keyata Priget. Keyata will be joining the team on September 19th.

Case Management

Melanie Fox has left the District and assumed the Director of Nursing role at the Bishop Care Center. We are sad to see Melanie go but look forward to continued collaboration with our community partner. Brooklyn Jenkins, Acute/Subacute ICU Assistant Manager, will be temporarily covering Inpatient Case Management.

Perinatal

Southern Mono Healthcare District (SMHD) continues to divert its Labor and Delivery patients to NIHD. Our Perinatal Department and Providers continue to collaborate with SMHD to ensure a safe handoff for these patients. Our Perinatal Department is completing the annual recertification process for our Baby-Friendly Designation. Baby Friendly focuses on the support we provide to new mothers with breastfeeding and the care of their newborns.

Emergency Department

The Emergency Department leadership team attended the State Disaster conference the week of September 12th. Additionally, the Emergency Department leadership team is participating in a tabletop exercise on October 6th, with Inyo and Mono Counties focused on a pediatric surge.

Projects

1. STABLE Carts: The Perinatal Department is implementing STABLE carts. These are emergency carts that are used during neonatal resuscitation.

It allows all supplies to be stored and accessed in a standardized and efficient manner. The carts will be located in the Perinatal Department and the Surgery Department.

2. Infant Security System Replacement: We are in the early planning phase to replace our infant security system. Our current infant security system is approaching the end of its life. We are projecting the completion of this project by the end of the fiscal year.

FY2023

Unit of Measure	Jul-22
Cash, CDs & LAIF Investments	32,515,123
Days Cash on Hand	105
Gross Accounts Receivable	51,820,517
Average Daily Revenue	534,613
Gross Days in AR	96.93
Key Statistics	
Acute Census Days	243
ICU Census Days	11
Swing Bed Census Days	4
Total Inpatient Utilization	258
Avg. Daily Inpatient Census	8.3
Emergency Room Visits	899
Emergency Room Visits Per Day	29
Observation Days	53
Operating Room Inpatients	29
Operating Room Outpatient Cases	105
Observation Visits	50
RHC Clinic Visits	2,249
NIA Clinic Visits	1,493
Outpatient Hospital Visits	8,185
Hospital Operations	
Inpatient Revenue	3,986,305
Outpatient Revenue	11,474,649
Clinic (RHC) Revenue	1,112,050
Total Revenue	16,573,004
Revenue Per Day	534,613
% Change (Month to Month)	
Salaries	2,175,027
PTO Expenses	346,763
Total Salaries Expense	2,521,790
Expense Per Day	81,348
% Change	
Operating Expenses	8,271,486
Operating Expenses Per Day	266,822
Capital Expenses	345,511
Capital Expenses Per Day	11,146
Total Expenses	9,932,252
Total Expenses Per Day	320,395
Gross Margin	(2,009,485)
Debt Compliance	
Current Ratio (ca/cl) > 1.50	2.76
Quick Ratio (Cash + Net AR/cl) > 1.33	2.04
Days Cash on Hand > 75	105

NIHD - Income Statement

FY 2023

	Jul-22	YTD 2023
Total Net Patient Revenue	5,770,001	5,770,001
IGT Revenues	492,000	492,000
Total Patient Revenue	6,262,001	6,262,001
Cost of Services		
Salaries & Wages	2,175,027	2,175,027
Benefits	2,008,070	2,008,070
Professional Fees	2,317,985	2,317,985
Pharmacy	693,101	693,101
Medical Supplies	371,798	371,798
Hospice Operations	-	-
EHR System	107,979	107,979
Other Direct Costs	597,525	597,525
Total Direct Costs	8,271,486	8,271,486
Gross Margin	(2,009,485)	(2,009,485)
Gross Margin %	-32.09%	-32.09%
		-
General and Administrative Overhead		-
Salaries & Wages	360,265	360,265
Benefits	356,264	356,264
Professional Fees	532,771	532,771
Depreciation and Amortization	332,153	332,153
Other Administrative Costs	79,314	79,314
Total General and Administrative Overhead	1,660,766	1,660,766
Net Margin	(3,670,251)	(3,670,251)
Net Margin %	-58.61%	-58.61%
Financing Expense	152,414	152,414
Financing Income	64,203	64,203
Investment Income	74,115	74,115
Total Grant Revenue		
Miscellaneous Income	59,508	59,508
Net Surplus	(3,624,839)	(3,624,839)

	<u>July-22</u>
Current Assets	
Cash and Liquid Capital	8,260,905
Short Term Investments	24,254,218
PMA Partnership	-
Accounts Receivable, Net of Allowance	18,789,880
Other Receivables	13,092,390
Inventory	3,116,641
Prepaid Expenses	1,825,794
Total Current Assets	<u>69,339,828</u>
Assets Limited as to Use	
Internally Designated for Capital Acquisitions	-
Short Term - Restricted	2,044,212
Limited Use Assets	
LAIF - DC Pension Board Restricted	747,613
DB Pension	18,395,253
PEPRA - Deferred Outflows	-
PEPRA Pension	-
Total Limited Use Assets	<u>19,142,866</u>
Revenue Bonds Held by a Trustee	<u>1,105,984</u>
Total Assets Limited as to Use	<u>22,293,062</u>
Long Term Assets	
Long Term Investment	2,274,959
Fixed Assets, Net of Depreciation	76,967,404
Total Long Term Assets	<u>79,242,363</u>
Total Assets	<u>170,875,253</u>
Liabilities	
Current Liabilities	
Current Maturities of Long-Term Debt	2,575,534
Accounts Payable	3,982,195
Accrued Payroll and Related	9,828,448
Accrued Interest and Sales Tax	145,639
Notes Payable	2,128,859
Unearned Revenue	4,365,133
Due to 3rd Party Payors	-
Due to Specific Purpose Funds	-
Other Deferred Credits - Pension	2,124,655
Total Current Liabilities	<u>25,150,462</u>
Long Term Liabilities	
Long Term Debt	33,455,947
Bond Premium	237,771
Accreted Interest	16,820,264
Other Non-Current Liability - Pension	45,570,613
Total Long Term Liabilities	<u>96,084,595</u>
Suspense Liabilities	
Uncategorized Liabilities	<u>451,476</u>
Total Liabilities	<u>121,686,533</u>
Fund Balance	
Fund Balance	<u>50,304,304</u>
Temporarily Restricted	<u>2,509,255</u>
Net Income	<u>(3,624,839)</u>
Total Fund Balance	<u>49,188,720</u>
Liabilities + Fund Balance	<u>170,875,254</u>



NORTHERN INYO HEALTHCARE DISTRICT NON-CLINICAL POLICY

Title: Responsibilities of Nursing Students and District Staff		
Owner: Chief Nursing Officer	Department: Nursing Administration	
Scope: Nursing Leadership, Human Resources, Infection Control, Human Resources, District Education		
Date Last Modified: 03/30/2022	Last Review Date: No Review Date	Version: 5
Final Approval by: NIHD Board of Directors	Original Approval Date: 07/06/2006	

PURPOSE:

To define guidelines for student expectations while at the District during nursing program clinical rotations.

POLICY:

1. All students will show documents to demonstrate meeting the employee health requirements prior to beginning clinical rotations at the District. Clearance will be done by the NIHD Employee Health Specialist RN. Student health records will be retained by the college/university.
2. Students will be required to complete compliance and infection control training modules, assigned via the District Education Department and be cleared by the Human Resources department prior to beginning clinical rotations at the District.
3. The School/University is responsible for assuring the physical fitness of students. The instructor will make sure appropriate precautions are followed if a student has an infectious disease.
4. Students will wear appropriate uniforms and name badge, with clear identification of student role, while in the District facilities.
5. Students are subject to all District policies and procedures while in the facility.
6. The instructor is ultimately responsible for the training and education provided for the student.
7. The NIHD licensed personnel is responsible for the care given to the patient by the student.
8. There needs to be effective communication and coordination of care between the NIHD licensed personnel and clinical instructor.
9. Students will not be included in the District staffing requirements.

REFERENCES:

1. CAMCAH 2022; HR.01.02.07 – EP 5.
2. CAMCAH 2022; IC.01.04.01 – EP 1.
3. CAMCAH 2022; LD.03.06.01 – EP 2.
4. CAMCAH 2022; NR.02.03.01 – EP 5.

CROSS REFERENCE P&P:

1. Nursing Students Medication Administration/Supervision
2. Nursing Students Requesting Clinical Preceptorship Rotation

3. Observation in the Operating Room

RECORD RETENTION AND DESTRUCTION:

The university or college is responsible for the maintenance of the student records, including health records.

Supersedes: v.4 Responsibilities of Nursing Students and Hospital Staff

Approval



NORTHERN INYO HEALTHCARE DISTRICT NON-CLINICAL POLICY AND PROCEDURE

Title: Communicating Protected Health Information Via Electronic Mail (Email)		
Owner: Compliance Officer	Department: Compliance	
Scope: District Wide		
Date Last Modified: 08/19/2022	Last Review Date: No Review Date	Version: 4
Final Approval by: NIHD Board of Directors	Original Approval Date: 07/17/2013	

PURPOSE:

To describe the procedures governing a workforce member’s use of a Northern Inyo Healthcare District (NIHD) electronic mail (email) system. It also defines the steps that must be explained to, and taken by the patients who wish to engage in email with an NIHD workforce member.

POLICY:

1. NIHD does not permit email of unencrypted Protected Health Information (PHI) outside of the NIH.org domain without patient authorization. The patient may request, verbally, via email, or in writing, that the PHI be sent to an email address provided by the patient, in an unencrypted email format. This should be confirmed via email to the patient prior to sending PHI.
2. PHI may be communicated internally following the procedures as outlined below.
3. All automatic forwarding, redirection, or other automated delivery or pickup of NIHD email, to external destinations is explicitly prohibited.

DEFINITIONS:

Access: the ability or capacity to read, write, modify, or transmit information, or otherwise make use of any system resource.

Restricted Information: Describes any confidential or personal information that is protected by law or policy and that requires the highest level of access control and security protection, whether in storage or in transit. This includes PHI (Protected Health Information)/ePHI (electronic protected health information), confidential information, and other Medical Staff and Advanced Practice Provider (APP) communication as defined in this section.

Electronic Protected Health Information or ePHI: Is PHI that is transmitted by electronic media or is maintained in electronic media. For example, ePHI includes all data that may be transmitted over the Internet, or stored on a computer, a CD, a disk, magnetic tape or other media.

Internal Email - is defined as being sent from and delivered to the NIH.org domain (both sender and recipient’s email addresses end with “@nih.org”).

Remote Access: the ability to access Northern Inyo Healthcare District network systems from a remote location; this includes home office users, non-Northern Inyo Healthcare District facilities, and business associates.

Workforce: Persons whose conduct, in the performance of their work for NIHD, is under the direct control of NIHD or have an executed agreement with NIHD, whether or not NIHD pays them. The Workforce includes employees, NIHD contracted and subcontracted staff, NIHD clinically privileged Physicians and Advanced Practice Providers (APPs), and other NIHD health care providers involved in the provision of care of NIHD's patients.

PROCEDURE:

1. Communicating PHI via Email internally

Email of PHI will be permitted, internally, at NIHD if the following safeguards are implemented:

- a. NIHD shall use the following safeguards when communicating PHI in or attached to an internal email message:
 - (1) Do not use auto-forward for NIH.org emails to a private/personal email account.
 - (2) PHI should not be transmitted in the subject line of the email message.
 - a. This includes the name of the patient or a medical record number. It is acceptable to have PHI in the body of the email as necessary for identification purposes for the reader.
 - b. If you have an attachment, the name of the attachment file will be in the subject line. Delete any patient identifier in the subject line.
 - (3) The user should verify before sending an email message that he/she has attached the proper attachment.
 - (4) Before transmitting the email message, users should double-check the message and any attachments to verify that no unintended information is included.
 - (5) Users who communicate PHI via email will comply with all other NIHD policies and procedures including, but not limited to, the Minimum Necessary Policy.
- b. Any user who is unsure whether an email message or attachment contains PHI should contact his/her supervisor or the HIPAA Privacy Officer before initiating the email communication.

2. Communicating PHI with Patients

- a. Patients have the right to request that NIHD communicate with them via email, provided NIHD can do so without compromising patient confidentiality.
- b. If a patient requests email communications containing their PHI, the individual receiving the request must document patient authorization and the email address provided.
 - i. NIHD workforce **MUST** inform the patient that unencrypted email is not a secure format for information. It is similar to regular mail, someone can open it and get the information. The patient can choose to receive communications via encrypted (secure) email, if they prefer.
 - i. Email addresses should be read back (including spelling it out) when entering the information in the EHR.
 - ii. A confirmation email should be sent to the address prior to using it to communicate PHI to ensure the correct email address is used. Do not send PHI to an unverified email.
- c. Confirmation email should be sent to HIM (Health Information Management) department to be added to the patient medical record authorizations.
- d. PHI sent to patients shall meet all criteria listed in Section 3, Communicating PHI Via Email Externally.

3. Communicating PHI via Email Externally

- a. All email that contains PHI sent to external destinations shall be encrypted prior to delivery, in a manner adherent to NIHD Information Technology (IT) Department requirements.

- i. To encrypt (secure) an email containing PHI or sensitive information type **SECURE:** at the beginning of the subject line. The word SECURE must be in all capital letters and must be followed by a colon (:). Use caution when replying and forwarding to make certain that the SECURE: is at the beginning of the subject line.
 - ii. To intentionally send an unencrypted (unsecured) email type **NOENCRYPT:** at the beginning of the subject line. The word NOENCRYPT must be in all capital letters and must be followed by a colon (:). Use caution when replying and forwarding to make certain that the NOENCRYPT: is at the beginning of the subject line.
 - b. The email message will include the following confidentiality notice. This notice is automatically added to all emails sent outside the NIH.org domain and does not require sender interaction.
“This electronic message is intended for the use of the named recipient and may contain confidential and/or privileged information. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. If you have received this message in error or are not the named recipient, please notify us immediately by contacting the sender at the electronic mail address noted above with a copy to compliance@nih.org and destroy this message”
- 4. Ownership of Electronic Mail**
- a. The email systems at NIHD, and all emails, belong to Northern Inyo Healthcare District.
 - b. NIHD reserves the right to override individual passwords and access the email system at any time for valid business purposes including, but not limited to, PHI security investigations or at the request of Human Resources.

Sample text for verification email:

Greetings,

You have requested communication via email.

I am sending this email to confirm that I have your email address correct. I am attempting to reach (full name). Please reply to this email if it has correctly reached the right person.

Additionally, please let me know if you prefer to receive information encrypted (more secure, better to protect your private information) or unsecured (which is more like regular mail or a postcard).

Respectfully,

Name of employee

REFERENCES:

1. <https://www.hhs.gov/hipaa/for-professionals/faq/570/does-hipaa-permit-health-care-providers-to-use-email-to-discuss-health-issues-with-patients/index.html>
2. 42 CFR 164.522 (b)
3. The Joint Commission (CAMCAH Manual) Jan. 2022; Standards IM.02.02.01 EP 1 and 4.

RECORD RETENTION AND DESTRUCTION:

Release of records information received from the patient becomes a part of the patient’s medical record, which is maintained by the NIHD Medical Records Department.

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Sending Protected Health Information by Fax
2. Investigation and Reporting of Unlawful Access, Use or Disclosure of Protected Health Information
3. Minimum Necessary Access, use, and disclosure of PHI
4. Sanctions for Breach of Patient Privacy

Supersedes: v.3 Communicating Protected Health Information Via Electronic Mail (Email)

Approval



NORTHERN INYO HEALTHCARE DISTRICT

PLAN

Title: Compliance Program for Northern Inyo Healthcare District		
Owner: Compliance Officer	Department: Compliance	
Scope: District Wide		
Date Last Modified: 03/16/2022	Last Review Date: 09/16/2021	Version: 4
Final Approval by: NIHD Board of Directors		Original Approval Date: 11/18/2016

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INTRODUCTION

It is the fundamental policy of NORTHERN INYO HEALTHCARE DISTRICT (hereinafter “NIHD” or “the District”), that quality patient care and governance is provided by the District, its governing board, medical staff, employees and affiliates, in a manner that fully complies with all applicable state and federal laws, and that all of the District’s business and other practices be conducted at all times in compliance with all applicable laws and regulations of the United States, the State of California, all other applicable state and local laws and ordinances, and the ethical standards and practices of the medical profession, the health care industry and this organization.

There is significant concern about "waste, fraud and abuse" in healthcare. In light of this, the Office of the Inspector General (OIG) has issued a document entitled "Compliance Program Guidance for Hospitals." The OIG has recommended that an effective compliance program should contain the following seven elements:

- 1. The development and distribution of written standards of conduct, as well as written policies and procedures that promote the Company’s commitment to compliance (e.g., by including adherence to compliance as an element in evaluating managers and employees) and that address specific areas of potential fraud, such as claims development and submission processes, code gaming, and financial relationships with physicians and other health care professionals;*
- 2. The designation of a compliance officer and other appropriate bodies charged with the responsibility of operating and monitoring the compliance program, and who report directly to the CEO and the governing body;*
- 3. The development and implementation of regular, effective education and training programs for all affected employees;*
- 4. The maintenance of a process, such as a hotline, to receive complaints, and the adoption of procedures to protect the anonymity of complainants and to protect complainants from retaliation;*
- 5. The development of a system to respond to allegations of improper/illegal activities and the enforcement of appropriate disciplinary action against employees who have violated internal compliance policies, applicable statutes, regulations or federal health care program requirements;*
- 6. The use of audits and/or other evaluation techniques to monitor compliance and assist in the reduction of identified problem areas; and*
- 7. The investigation and remediation of identified systemic problems and the development of policies addressing the non-employment or retention of sanctioned individuals.*

This Compliance Program outlines the process NIHD will utilize to assure that it is in compliance with all the various laws and regulations established by both the Federal government as well as the State of California.

This Compliance Program (the “Program”) is intended as a guide to help implement this policy of compliance with all applicable standards. The federal, state, and local laws, regulations, and ethical rules that govern health care are too numerous to list in the Program. Fundamentally, all individuals associated with NIHD by employment, contract or otherwise, are expected to conduct all business activities honestly and fairly. Each employee or contractor is responsible for his or her own conduct in complying with the Program.

The Program provides for the designation of a Compliance Officer who has ultimate responsibility and accountability for directing, monitoring, and reporting on compliance matters. The Compliance Officer shall implement and administer this Program, together with training and education as necessary to affect the full participation of District governing board, medical staff, employees, affiliates, and other agents.

This Program provides a framework for individual or departmental compliance efforts, and applies to all District Personnel and activities. However, each individual employee or agent of the District remains responsible and accountable for his or her own compliance with applicable laws, regulations, standards, policies, and procedures.

The Program identifies those organizational imperatives necessary to prevent accidental and intentional non-compliance with applicable laws. It is further designed to detect non-compliance should it occur. Additionally, it is designed to promote such steps as are necessary to prevent future non-compliance, including education and corrective action.

Northern Inyo Healthcare District is committed to maintaining in the community a positive reputation for conduct in accordance with the highest levels of business ethics. This Program supports that objective. The Program fully supports the NIHD mission: Improving our communities, one life at a time. One team. One goal. Your health!

SECTION 1 — COMPLIANCE PROGRAM SUMMARY

Definitions of Commonly Used Terms

A list of words that are commonly used in this Compliance Program and their meanings follows:

- **“Affiliate”** means any person or entity controlled by, or under common control with, Northern Inyo Healthcare District.
- **“District”** means Northern Inyo Healthcare District, and all of its subsidiaries and affiliates that are covered by this Compliance Program.
- **“Personnel”** means all members of the governing board, medical staff, employees of the District, and all contractors or others who are required to comply with this Compliance Program. Each of these persons must sign an Acknowledgment of Receipt of District Compliance Program and a Conflict of Interest Questionnaire Form.
- **“Board”** means the Board of Directors of the District.

Purpose of this Compliance Program

Northern Inyo Healthcare District is committed to ensuring compliance with all applicable statutes, regulations, and policies governing our daily business activities. To that end, the District will have a Compliance Program. The document is to serve as a practical guidebook that can be used by all Personnel to assist them in performing their job functions in a manner that complies with applicable laws and policies. Additionally this Compliance Program is to serve as a mechanism for preventing violations and for reporting any violation in a manner that protects those that identify and report the lack of compliance with those laws.

While this Compliance Program contains policies regarding the business of Northern Inyo Healthcare District, it does not contain every policy that Personnel are expected to follow. For example, this Compliance Program does not cover payroll, vacation and benefits policies. Northern Inyo Healthcare District maintains other policies with which employees are required to comply. If you have questions about which policies apply to you, please ask your supervisor.

It is the policy of the District that:

- All employees are educated about applicable laws and trained in matters of compliance;
- There is periodic auditing, monitoring and oversight of compliance with those laws;
- An atmosphere exists that encourages and enables the reporting of noncompliance without fear of retribution; and

- Mechanisms exist to investigate and take corrective actions in the event of noncompliance.

Who is Affected

Everyone employed by Northern Inyo Healthcare District is required to comply with our Compliance Program. Because not all sections will apply to your job function, you will receive training and other materials to explain which portions of this Compliance Program apply to you.

While this is not intended to serve as the compliance program for all of our contractors, it is important that all contractors perform services in a manner that complies with the law. To that end, agreements with contractors may incorporate certain provisions of this Compliance Program.

Please note that compliance requirements are subject to change as a result of new laws and changes to existing laws and regulations. Collectively, we must all keep this Compliance Program current and useful. Therefore, you are encouraged to let the Compliance Officer or your supervisor know when you become aware of changes in law or District policy that might affect this Compliance Program.

How to Use This Compliance Program

The District has organized this Compliance Program to be understandable and easy to navigate. A brief description of how this manual is organized follows.

1. Section I – Compliance Program Summary

2. Section II – Code of Conduct

This section contains specific policies related to your personal conduct while performing your job function. The primary objective of these policies is to create a work environment that promotes cooperation, professionalism, and compliance with the law. Compliance with the Code of Conduct is a significant factor in employee performance evaluations. All Personnel will receive training on this section.

3. Section III – Compliance Program Systems and Processes

This section explains the roles of the Compliance Officer and the Compliance and Business Ethics Committee. It also contains information about Compliance Program education and training, auditing, and corrective action. Most importantly, this section explains how to report violations anonymously, either in writing or by calling the Compliance Confidential Report Line at 1-888-200-9764 or by emailing the Compliance Officer directly. All Personnel will receive training on this section.

4. Section IV – Compliance Policies

The District electronic policy management system houses NIHD Compliance Policies. Some of these policies may not apply to your specific job function, but it is still important that you are aware of their existence and importance. All Personnel will receive training regarding the policies that apply to their job.

Here are some tips on how to use this Compliance Program effectively:

- **Refer to Table of Contents.** The Table of Contents contains a thorough list of topics covered in this Compliance Program. Use the Table of Contents to locate the topic you are looking for quickly.
- **Important Reference Tool.** This Compliance Program should be viewed as an important reference manual that you can refer to on a regular basis to answer questions about how to perform your job. Although it may not contain all of the answers, it will contain many and can save you time.
- **Read it in Context.** The District has created this Compliance Program to incorporate numerous compliance policies, many of which may not apply to you. When reviewing this Compliance Program and the policies contained in it, keep in mind that the policies are to be applied in the context of your job. If you are uncertain about if or how a policy applies to you, ask your

supervisor.

- **Keep it Handy.** Keep this Compliance Program information easily accessible and refer to it on a regular basis.
- **Talk to Your Co-Workers.** Regular dialogue among co-workers and supervisors is a great way to ensure that policies are applied uniformly. While this discussion is encouraged, always remember that the provisions of this Compliance Program should guide you on compliance matters.

SECTION II – CODE OF CONDUCT

Our Compliance Mission

The mission of Northern Inyo Healthcare District’s Compliance Department is to promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law in order to improve our communities, one life at a time.

Northern Inyo Healthcare District believes that dedication to high ethical standards and compliance with all applicable laws and regulations is essential to its mission. This Code of Conduct is a critical component of the overall District Compliance Program. It guides and assists the District in carrying out daily activities in accordance with appropriate ethical and legal standards. These obligations apply to the District’s relationship with patients, affiliated physicians, third-party payers, regulatory agencies, subcontractors, contractors, vendors, consultants, and one another. They require that all program participants comply with all applicable federal, state and local laws and regulations. Participants must also comply with all Northern Inyo Healthcare District Standards of Conduct. The absence of a specific guideline practice or instruction covering a particular situation does not relieve an employee from exercising the highest ethical standards applicable to the circumstances.

Compliance with Laws

It is the policy of the District, its affiliates, contractors, and employees to comply with all applicable laws. When the application of the law is uncertain, the District Chief Executive Officer or Compliance Officer will seek guidance from legal counsel.

Open Communication

The District encourages open lines of communication among Personnel. If you are aware of an unlawful or unethical situation, there are several ways you can bring this to the District’s attention. Your supervisor is the best place to start, but you can also contact the District’s Compliance Officer or call the Compliance Confidential Report Line (1-888-200-9764) to express your concerns. All reports of unlawful or unethical conduct will be investigated promptly. The District does not tolerate threats or acts of retaliation or retribution against employees for using these communication channels.

Your Personal Conduct

The District’s reputation for the highest standards of conduct rests not on periodic audits by lawyers and accountants, but on the high measure of mutual trust and responsibility that exists between Personnel and the District. It is based on you, as an individual, exercising good judgment and acting in accordance with this Code of Conduct and the law.

Ethical behavior on the job essentially comes down to honesty, trust, and fairness in dealing with other Personnel and with patients, vendors, competitors, the government and the public. It is no exaggeration to say that the District’s integrity and reputation are in your hands.

The District's basic belief in the importance of respect for the individual has led to a strict regard for the privacy and dignity of Personnel. When management determines that your personal conduct adversely affects your performance, that of other Personnel, or the legitimate interests of the District, the District may be required to take corrective action.

The Work Environment

The District strives to provide Personnel with a safe and productive work environment. All Personnel must dispose of medical waste, environmentally sensitive materials, and any other hazardous materials correctly. You should immediately address and report to your supervisor any situations that are likely to result in falls, shocks, burns, or other harm to patients, visitors, or Personnel.

The work environment also must be free from discrimination and harassment based on race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status, or other factors that are unrelated to the District's legitimate business interests. The District will not tolerate sexual advances, actions, comments or any other conduct in the workplace that creates an intimidating or otherwise offensive environment. Similarly, the use of racial or religious slurs — or any other remarks, jokes or conduct that encourages or permits an offensive work environment — will not be tolerated.

If you believe that you are subject to such conduct, you should bring such activity to the attention of the District, either by informing your supervisor, the District's Compliance Officer, or by calling the Compliance Confidential Report Line (1-888-200-9764). The District considers all complaints of such conduct to be serious matters, and all complaints will be investigated promptly.

Some other activities that are prohibited because they clearly are not appropriate are:

- Threats;
- Violent behavior;
- The possession of weapons of any type on the premises, except for exempt or authorized Personnel;
- The distribution of offensive jokes or other offensive materials via e-mail or any other manner; and
- The use, distribution, sale, or possession of illegal drugs or any other controlled substances, except to the extent permitted by law for approved medical purposes.

In addition, Personnel may not be on the District premises or in the District work environment if they are under the influence of or affected by illegal drugs, alcohol or controlled substances used other than as prescribed.

Employee Privacy

The District collects and maintains personal information that relates to your employment, including medical and benefit information. Access to personal information is restricted solely to people with a need to know this information. Personal information is released outside the District or to its agents only with employee approval, except in response to appropriate investigatory or legal requirements, or in accordance with other applicable law. Employees who are responsible for maintaining personal information and those who are provided access to such information must ensure that the information is not disclosed in violation of the District's Personnel policies or practices.

Use of District Property

District equipment, systems, facilities, corporate charge cards, and supplies must be used only for conducting District business or for purposes authorized by management.

Personal items, messages, or information that you consider private should not be placed or kept in telephone

systems, computer systems, offices, workspaces, desks, credenzas, or file cabinets. Employees should have no expectation of privacy with regard to items or information stored or maintained on District equipment or premises. Management is permitted to access these areas. Employees should not search for or retrieve articles from another employee's workspace without prior approval from that employee or management.

Since supplies of certain everyday items are readily available at District work locations, the question of making personal use of them frequently arises. The answer is clear: employees may not use District supplies for personal use.

Use of District Computers

The increasing reliance placed on computer systems, internal information, and communications facilities in carrying out District business makes it absolutely essential to ensure their integrity. Like other District assets, these facilities and the information they make available through a wide variety of databases should be used only for conducting District business or for purposes authorized by management. Their unauthorized use, whether or not for personal gain, is a misappropriation of District assets.

While the District conducts audits to help ensure that District systems, networks, and databases are being used properly, it is your responsibility to make sure that each use you make of any District system is authorized and proper.

Personnel are not allowed to load or download software or data onto District computer systems unless it is for business purposes and is approved in advance by the appropriate supervisor. Personnel shall not use District e-mail systems to deliver or forward inappropriate jokes, unauthorized political materials, or any other potentially offensive materials. Personnel are strictly forbidden from using computers to access the Internet for purposes of gambling, viewing pornography or engaging in any illegal activities.

Employees should have no expectation of privacy with regard to items or information stored or maintained on District premises or computer, information, or communication systems.

Use of Proprietary Information

Proprietary Information

Proprietary information is generally confidential information that is developed by the District as part of its business and operations. Such information includes, but is not limited to, the business, financial, marketing and contract arrangements associated with District services and products. It also includes computer access passwords, procedures used in producing computer or data processing records, Personnel and medical records, and payroll data. Other proprietary information includes management know-how and processes; District business and product plans with outside vendors; a variety of internal databases; and copyrighted material, such as software.

The value of this proprietary information is well known to many people in the District industry. Besides competitors, they include industry and security analysts, members of the press, and consultants. The District alone is entitled to determine who may possess its proprietary information and what use may be made of it, except for specific legal requirements such as the publication of certain reports.

Personnel often have access to information that the District considers proprietary. Therefore, it is very important not to use or disclose proprietary information except as authorized by the District.

Inadvertent Disclosure

The unintentional disclosure of proprietary information can be just as harmful as intentional disclosure. To avoid unintentional disclosure, never discuss with any unauthorized person proprietary information that has not been made public by the District. This information includes unannounced products or services, prices, earnings, procurement plans, business volumes, capital requirements, confidential financial information,

marketing and service strategies, business plans, and other confidential information. Furthermore, you should not discuss confidential information even with authorized District employees if you are in the presence of others who are not authorized — for example, at a meeting, conference or in a public area. This also applies to discussions with family members or with friends, who might innocently or inadvertently pass the information on to someone else.

Direct Requests for Information

If someone outside the District asks you questions about the District or its business activities, either directly or through another person, do not attempt to answer them unless you are certain you are authorized to do so. If you are not authorized, refer the person to the appropriate source within the District. Under no circumstances should you continue contact without guidance and authorization. If you receive a request for information, or to conduct an interview from an attorney, investigator, or any law enforcement officer, and it concerns the District’s business, you should refer the request to your supervisor, the office of the District’s Chief Executive Officer, or Compliance Officer. Similarly, unless you have been authorized to talk to reporters, or to anyone else writing about or otherwise covering the District or the industry, direct the person to your supervisor.

Disclosure and Use of District Proprietary Information

Besides your obligation not to disclose any District proprietary information to anyone outside the District, you are also required to use such information only in connection with the District’s business. These obligations apply whether or not you developed the information yourself.

Proprietary and Competitive Information about Others

In the normal course of business, it is not unusual to acquire information about many other organizations, including competitors (competitors are other Districts and health facilities). Doing so is a normal business activity and is not unethical in itself. However, there are limits to the ways that information should be acquired and used. Improper solicitation of confidential data about a competitor from a competitor’s employees or from District patients is prohibited. The District will not tolerate any form of questionable intelligence gathering.

Recording and Reporting Information

You should record and report all information accurately and honestly. Every employee records information of some kind and submits it to the District (for example, a time card, an expense account record, or a report). To submit a document that contains false information — an expense report for meals not eaten, miles not driven, or for any other expense not incurred — is dishonest reporting and is prohibited.

Dishonest reporting of information to organizations and people outside the District is also strictly prohibited and could lead to civil or even criminal liability for you and the District. This includes not only reporting information inaccurately, but also organizing it in a way that is intended to mislead or misinform those who receive it. Personnel must ensure that they do not make false or misleading statements in oral or written communications provided to organizations outside of the District.

Exception

Nothing contained herein is to be construed as prohibiting conduct legally protected by the National Labor Relations Act or other applicable state or federal law.

Gifts and Entertainment

The District understands that vendors and others doing business with the District may wish to provide gifts, promotional items, or entertainment to District Personnel as part of such vendors’ own marketing activities. The District also understands that there may be occasions where the District may wish to provide reasonable business gifts to promote the District’s services. However, the giving and receipt of such items can easily be abused and have unintended consequences; giving and receiving gifts, particularly in the health care industry, can create substantial legal risks.

General Policy

It is the general policy of the District that neither you nor any member of your family may solicit, receive, offer or pay any money or gift that is, or could be reasonably construed to be, an inducement in exchange for influence or assistance in conducting District business. It is the intent of the District that this policy be construed broadly such that all business transactions with vendors, contractors, and other third parties are transacted to avoid even the appearance of improper activity. Pharmaceutical samples provided to physicians by manufacturers for patient use are generally allowed. Please discuss any concerns with your supervisor or the Compliance Officer.

Spending Limits — Gifts, Dining and Entertainment

The District has developed policies that clearly define the spending limits permitted for items such as gifts, dining, and entertainment. Occasional gifts from vendors, of nominal value (less than \$10), that do not influence or appear to influence the objective judgment of personnel, such as sales promotional items (an inexpensive pen), or business related meal or snack for a department are permitted with approval. All Personnel are strictly prohibited from making any expenditure of District or personal funds for gifts, dining or entertainment in any way related to District business, unless such expenditures are made in strict accordance with District policies.

Marketing and Promotions in Health Care

As a provider of health care services, the marketing and promotional activities of the District may be subject to anti-kickback and other laws that specifically apply to the health care industry. The District has adopted policies elsewhere in this Compliance Program to specifically address the requirements of such laws.

It is the policy of the District that Personnel are not allowed to solicit, offer or receive any payment, compensation or benefit of any kind (regardless of the value) in exchange for referring, or recommending the referral of, patients or customers to the District.

Marketing

The District has expended significant efforts and resources in developing its services and reputation for providing high-quality patient care. Parts of those efforts involve advertising, marketing, and other promotional activities. While such activities are important to the success of the District, they are also potential sources of legal liability as a result of health care laws (such as the anti-kickback laws) that regulate the marketing of health care services. Therefore, it is important that the District closely monitor and regulate advertising, marketing and other promotional activities to ensure that all such activities are performed in accordance with District objectives and applicable law.

This Compliance Program contains various policies applicable to specific business activities of the District. In addition to those policies, it is the general policy of the District that no Personnel engage in any advertising, marketing, or other promotional activities on behalf of the District unless such activities are approved in advance by the appropriate District representative. You should ask your supervisor to determine the appropriate District representative to contact. In addition, no advertising, marketing, or other promotional activities targeted at health care providers or potential patients may be conducted unless approved in advance by the District's Chief Executive Officer or Compliance Officer.

All content posted on Internet websites maintained by the District must be approved in advance by the District's Compliance Officer or designee.

Conflicts of Interest

A conflict of interest is any situation in which financial or other personal considerations may compromise or appear to compromise any Personnel's business judgment, delivery of patient care, or ability of any Personnel to do his or her job or perform his or her responsibilities. A conflict of interest may arise if you engage in any activities or advance any personal interests at the expense of the District's interests.

An actual or potential conflict of interest occurs when any Personnel is in a position to influence a decision that may result in personal gain for that Personnel, a relative or a friend as a result of the District's business dealings. A relative is any person who is related by blood or marriage, or whose relationship with the Personnel is similar to that of persons who are related by blood or marriage, including a domestic partner, and any person residing in the Personnel's household. You must avoid situations in which your loyalty may become divided.

An obvious conflict of interest is providing assistance to an organization that provides services and products in competition with the District's current or potential services or products. You may not, without prior consent, work for such an organization as an employee (including working through a registry or "moonlighting" and picking up shifts at other health care facilities), independent contractor, a consultant, or a member of its Governing Board. Such activities may be prohibited because they divide your loyalty between the District and that organization. While many of these activities are approved with a management plan or Non-Disclosure agreement, failure to obtain prior consent in advance from the District's Compliance Officer may be grounds for corrective action, up to and including termination.

Outside Employment and Business Interests

You are not permitted to work on any personal business venture on the District premises or while working on District time. In addition, you are not permitted to use District equipment, telephones, computers, materials, resources, or proprietary information for any business unrelated to District business. You must abstain from any decision or discussion affecting the District when serving as a member of an outside organization or board or in public office, except when specific permission to participate has been granted by the District's Compliance Officer or Chief Executive Officer.

Contracting with the District

You may not contract with the District to be a supplier, to represent a supplier to the District, or to work for a supplier to the District while you are an employee of the District. In addition, you may not accept money or benefits, of any kind, for any advice or services you may provide to a supplier in connection with its business with the District.

Required Standards

All decisions and transactions undertaken by Personnel in the conduct of the District's business must be made in a manner that promotes the best interests of the District, free from the possible influence of any conflict of interest of such Personnel or the Personnel's family or friends. Personnel have an obligation to address both actual conflicts of interest and the appearance of a conflict of interest. You must always disclose and seek resolution of any actual or potential conflict of interest — whether or not you consider it an actual conflict — before taking a potentially improper action.

No set of principles or standards can cover every type of conflict of interest. The following standards address conduct required of all Personnel and provide some examples of potential conflict of interest situations in addition to those discussed elsewhere in the Compliance Program.

1. Personnel may not make or influence business decisions, including executing purchasing agreements (including but not limited to agreements to purchase or rent equipment, materials, supplies or space) or other types of contracts (including contracts for personal services), from which they, a family member, or a friend may benefit.
2. Personnel must disclose their "significant" (defined below) financial interests in any entity that they know to have current or prospective business, directly or indirectly, with the District. There are two types of significant financial interests:
 - a. Receipt of anything of monetary value from a single source. Examples include salary, royalties, gifts and payments for services including consulting fees and honoraria; and
 - b. Ownership of an equity interest exceeding 5 percent in any single entity, excluding stocks, bonds

and other securities sold on a national exchange; certificates of deposit; mutual funds; and brokerage accounts managed by third parties.

3. Personnel must disclose any activity, relationship, or interest that may be perceived to be a conflict of interest so that these activities, relationships, and interests can be evaluated and managed properly.
4. Personnel must disclose any outside activities that interfere, or may be perceived to interfere, with the individual's capacity to satisfy his or her job or responsibilities at the District. Such outside activities include leadership participation (such as serving as an officer or member of the board of directors) in professional, community, or charitable activities; self-employment; participation in business partnerships; and employment or consulting arrangements with entities other than the District.
5. Personnel may not solicit personal gifts or favors from vendors, contractors, or other third parties that have current or prospective business with the District. Personnel may not accept cash gifts and may not accept non-monetary gifts including meals, transportation, or entertainment from vendors, contractors, or other third parties that have current or prospective business with the District. Questions regarding the gifts should be directed to the District's Compliance Officer.
6. Any involvement by Personnel in a personal business venture shall be conducted outside the District work environment and shall be kept separate and distinct from the District's business in every respect.
7. Personnel should not accept employment or engage in a business that involves, even nominally, any activity during hours of employment with the District, the use of any of the District's equipment, supplies, or property, or any direct relationship with the District's business or operation. Certain emergency situations may require collaboration with suppliers, vendors, or other healthcare organizations. Disclosure and approval by Chief Executive Officer or Compliance Officer at an appropriate time would further clarify compliance; however, nothing in this Program should be interpreted as interfering with the provision of high quality, efficient patient care in a legally compliant manner. Questions should be directed to the District's Compliance Officer.
8. Personnel must guard patient and District information against improper access, disclosure, or use by unauthorized individuals.
9. The District's materials, products, designs, plans, ideas, and data are the property of the District and should never be given to an outside firm or individual, except through normal channels with appropriate prior authorization.
10. Personnel must avoid even the appearance of impropriety when dealing with clinicians and referral sources.
11. All vendors and contractors who have or desire business relationships with the District must abide by this Code of Conduct. Personnel having knowledge of vendors or contractors who violate these standards in their relationship with the District must report these to their supervisor, manager, the District Compliance Officer, or by using the Confidential Compliance Report Line (1-888-200-9764).
12. Personnel shall not sell any merchandise on District premises and shall not sell any merchandise of a medical nature that is of a type or similar to what is sold or furnished by the District, whether on or off District premises, unless prior approval is obtained from the District's Compliance Officer.
13. Personnel shall not request donations for any purpose from other Personnel, patients, vendors, contractors or other third parties, unless prior approval is obtained from the District's Compliance Officer.
14. Personnel may not endorse any product or service without explicit prior approval to do so by the District's Compliance Officer.

Disclosure of Potential Conflict Situations

You must disclose any activity, relationship, or interest that is or may be perceived to be a conflict of interest

and complete the attached Conflict of Interest Questionnaire Form within 90 days of being subject to this Compliance Program (that is, being hired by the District, beginning to volunteer at the District, or assuming any responsibilities at the District). At least annually thereafter, you must review this Compliance Program and Conflict of Interest Questionnaire. You are required to file a Conflict of Interest Questionnaire Form annually, and when there is a change in your circumstances that you have not previously reported. At any time during the year, when an actual, potential, or perceived conflict of interest arises, you must revise your questionnaire form and contact the District's Compliance Officer. It is your responsibility to report promptly any actual or potential conflicts.

All questionnaire forms must be sent to the District's Compliance Officer. The Compliance Officer will review all disclosures and determine which disclosures require further action. The Compliance Officer will consult with the Business Compliance Team if an actual or perceived conflict of interest may exist. The District's Chief Executive Officer or legal counsel may be consulted by the Compliance Officer as needed to determine if further action is required. The outcome of these consultations will result in a written determination stating whether or not an actual conflict of interest exists. If a conflict of interest is determined to exist, the written determination shall set forth a plan to manage the conflict of interest, which may include that:

1. The conflict of interest is not significant and is generally permissible;
2. The activity may represent a potential or perceived conflict of interest, but in many cases would be permitted to go forward after disclosure with a Management Plan or Non-Disclosure Agreement;
3. The conflict of interest will require the Personnel to abstain from participating in certain governance, management or purchasing activities related to the conflict of interest;
4. The activity represents an actual conflict of interest which may be permitted to go forward after disclosure with an appropriate Management Plan or Non-Disclosure Agreement to eliminate the conflict, safeguard against prejudice toward Northern Inyo Healthcare District activities, and provide continuing oversight; or
5. The conflict of interest must be eliminated or, if it involves a proposed role in another organization or entity, must not be undertaken.

The Compliance Officer, or designee, will review any written determination with you and discuss any necessary action you are to take.

Anti-Competitive Activities

If you work in community relations, sales, or marketing, the District asks you to perform your job not just vigorously and effectively, but fairly, as well. False or misleading statements about a competitor are inappropriate, invite disrespect and complaints, and may violate the law. Be sure that any comparisons you make about competitors' products and services are fair and accurate. (Competitors are other Districts, hospitals, and health facilities.)

Reporting Violations

The District supports and encourages each employee and contractor to maintain individual responsibility for monitoring and reporting any activity that violates or appears to violate any applicable statutes, regulations, policies, or this Code of Conduct.

The District has established a reporting mechanism that permits anonymous reporting, if the person making the report desires anonymity. Employees who become aware of a violation of the District Compliance Program, including this Code of Conduct, must report the improper conduct to the District's Compliance Officer. That officer, or a designee, will then investigate all reports and ensure that appropriate follow-up actions are taken.

District policy prohibits retaliation against an employee who makes such a report in good faith. In addition, it is the policy of the District that no employee will be punished on the basis that he/she reported what he/she reasonably believed to be improper activity or a violation of this Program.

However, employees are subject to corrective action, if after an investigation the District reasonably concludes that the reporting employee knowingly fabricated, or knowingly distorted, exaggerated or minimized the facts either to cause harm to someone else or to protect or benefit himself or herself.

Additional, detailed information may be found in the NIHD Code of Business Ethics and Conduct.

SECTION III — COMPLIANCE PROGRAM SYSTEMS AND PROCESSES

This Compliance Program contains a comprehensive set of policies. In order to effectively implement and maintain these policies, the District has developed various systems and processes. The purpose of this section of the Compliance Program is to explain the various systems and processes that the District has established for the purpose of providing structure and support to the Compliance Program.

Compliance Officers and Committee

Compliance Officer

The District has a Compliance Officer who serves as the primary supervisor of this Compliance Program. The District's Compliance Officer occupies a high-level position within the organization and has authority to carry out all compliance responsibilities described in this Compliance Program. The Compliance Officer is responsible for assuring that the Compliance Program is implemented to ensure that the District at all times maintains business integrity and that all applicable statutes, regulations and policies are followed.

The Compliance Officer provides frequent reports to the Governing Board about the Compliance Program and compliance issues. The Governing Board is ultimately responsible for oversight of the work of the Compliance Officer, and maintaining the standards of conduct set forth in the Compliance Program. The Governing Board oversees all of the District's compliance efforts and takes any appropriate and necessary actions to ensure that the District conducts its activities in compliance with the law and sound business ethics.

The Compliance Officer and Governing Board shall consult with legal counsel as necessary on compliance issues raised by the ongoing compliance review.

Responsibilities of the Compliance Officer

The Compliance Officer's responsibilities include the following:

- Overseeing and monitoring the implementation and maintenance of the Compliance Program.
- Reporting on a regular basis to the Governing Board (no less than quarterly) on the progress of implementation and operation of the Compliance Program and assisting the Governing Board in establishing methods to reduce the District's risk of fraud, waste, and abuse.
- Periodically revising the Compliance Program in light of changes in the needs of the District and changes in applicable statutes, regulations, and government policies.
- Reviewing at least annually the implementation and execution of the elements of this Compliance Program. The review includes an assessment of each of the basic elements individually and the overall success of the Program, and a comprehensive review of the compliance department.
- Developing, coordinating and participating in educational and training programs that focus on elements of the Compliance Program with the goal of ensuring that all appropriate Personnel are knowledgeable about, and act in accordance with, this Compliance Program and all pertinent federal and state requirements.
- Ensuring that independent contractors and agents of the District are aware of the requirements of

this Compliance Program as they affect the services provided by such contractors and agents.

- Ensuring that employees, independent contractors, and agents of the District have not been excluded from participating in Medicare, Medicaid (Medi-Cal) or any other federal or state health care program.
- Ensuring that the District does not employ or contract with any individual who has been convicted of a criminal offense related to health care within the previous five years, or who is listed by a federal or state agency as debarred, excluded, or otherwise ineligible for participation in Medicare, Medicaid (Medi-Cal), or any other federal or state health care program.
- Coordinating internal compliance review and monitoring activities.
- Independently investigating and acting on matters related to compliance, including design and coordination of internal investigations and implementation of any corrective action.
- Maintaining a good working relationship with other key operational areas, such as quality improvement, coding, billing and clinical departments.
- Designating work groups or task forces needed to carry out specific missions, such as conducting an investigation or evaluating a proposed enhancement to the Compliance Program.

The Compliance Officer has the authority to review all documents and other information relevant to compliance activities, including, but not limited to, patient records, billing records, records concerning marketing efforts and all arrangements with third parties, including without limitation employees, independent contractors, suppliers, agents and physicians.

The Compliance Officer has direct access to the Governing Board, Chief Executive Officer and other senior management, and to legal counsel.

Compliance and Business Ethics Committee

The District has established a Compliance and Business Ethics Committee to advise the Compliance Officer and assist in monitoring this Compliance Program. The Compliance and Business Ethics Committee (CBEC) provides the perspectives of individuals with diverse knowledge and responsibilities within the District.

Members of the Compliance and Business Ethics Committee

The Compliance and Business Ethics Committee consists of multiple representatives. The members of the CBEC include those individuals designated below and other members as requested, including representatives of senior management, chosen by the District's Chief Executive Officer in consultation with the Compliance Officer:

- Compliance Officer
- Chief Financial Officer
- Cybersecurity Officer
- Chief Medical Officer
- Chief Nursing Officer
- Chief Executive Officer
- Board of Directors' Representative
- As appropriate, Health Information Management Manager, Revenue Cycle Director, or department designee from Emergency, Human Resources Director Laboratory, Pharmacy, Imaging, Purchasing, and other areas

The Compliance Officer serves as the chairperson of the Compliance and Business Ethics Committee. The

CBEC serves in an advisory role and has authority to adopt or implement policies following Board approval. The Compliance Officer will consult with members of the CBEC on a regular basis and may call meetings of all or some members of the CBEC.

The Board of Directors' representative to the CBEC shall be appointed by the full Board of Directors. The Board of Directors' representative shall meet the following qualifications prior to consideration for appointment:

- Completion of ethics and governance training as required by AB1234; and,
- Attended an Association of California Healthcare District (ACHD) Leadership Academy within past two years; and,
- Has completed and filed CA Form 700; and,
- NIHD Conflict of Interest for Members of the Board of Directors has been completed, returned, and reviewed by the Business Compliance Team.

Each member of the CBEC shall sign a Non-Disclosure Agreement (NDA).

Functions of the Compliance and Business Ethics Committee

The Compliance and Business Ethics Committee's functions include the following:

- Assessing existing and proposed compliance policies for modification or possible incorporation into the Compliance Program.
- Working with the Compliance Officer to develop standards of conduct and policies to promote compliance.
- Development on Annual Compliance Department Work Plan and Audit Plan, including review and re-prioritizing as necessary
- Recommending and monitoring, in conjunction with the Compliance Officer, the development of internal systems and controls to carry out the standards and policies of this Compliance Program.
- Reviewing and proposing strategies to promote compliance and detection of potential violations.
- Assisting the Compliance Officer in the development and ongoing monitoring of systems to solicit, evaluate, and respond to complaints and problems related to compliance.
- Assisting the Compliance Officer in coordinating compliance training, education and other compliance-related activities in the departments and business units in which the members of the Compliance and Business Ethics Committee work.
- Consulting with vendors of the District on a periodic basis to promote adherence to this Compliance Program as it applies to those vendors and to promote their development of formal Compliance Programs.

The tasks listed above are not intended to be exhaustive. The CBEC may also address other compliance-related matters as determined by the Compliance Officer.

The CBEC may, from time to time, create one or more sub-committees which shall have that authority specifically designated thereto. Each sub-committee shall answer directly to the respective Compliance and Business Ethics Committee.

The District has established a Billing, Coding, and Compliance Committee (BCCC), which is a sub-committee of the Compliance and Business Ethics Committee, to advise the Compliance Officer and assist in monitoring of billing, coding, and revenue cycle management. The Billing, Coding, and Compliance Committee shall be renamed the Billing and Coding Compliance Subcommittee (BCCS).

The District has established a Business Compliance Team (BCT) to assist the Compliance Officer in appropriate determinations and plans of action for reported, actual, or perceived conflicts of interest. The Business Compliance Team is a subcommittee of the CBEC.

Compliance as an Element of Performance

The promotion of, and adherence to, the elements of this Compliance Program is a factor in evaluating the performance of all District employees. Personnel will be trained periodically regarding the Compliance Program, and new compliance policies that are adopted. In particular, all managers and supervisors involved in any processes related to the evaluation, preparation, or submission of medical claims must do the following:

- Discuss, as applicable, the compliance policies and legal requirements described in this Compliance Program with all supervised Personnel.
- Inform all supervised Personnel that strict compliance with this Compliance Program is a condition of continued employment.
- Inform all supervised Personnel that disciplinary action will be taken, up to and including termination of employment or contractor status, for violation of this Compliance Program.

Managers and supervisors will be subject to discipline for failure to adequately instruct their subordinates on matters covered by the Compliance Program. Managers and supervisors will also be subject to discipline for failing to detect violations of the Compliance Program where reasonable diligence on the part of the manager or supervisor would have led to the discovery of a problem or violation and thus would have provided the District with the opportunity to take corrective action.

Training and Education

The District acknowledges that this Compliance Program will be effective only if it is communicated and explained to Personnel on a routine basis and in a manner that clearly explains its requirements. For this reason, the District requires all Personnel to attend specific training programs on a periodic basis. Training requirements and scheduling are established by the District for its departments and affiliates based on the needs and requirements of each department and affiliate. Training programs include appropriate training in federal and state statutes, regulations, guidelines, the policies described in this Compliance Program, and corporate ethics. Training will be conducted by qualified internal or external personnel. New employees are trained early in their employment. Training programs may include sessions highlighting this Compliance Program, summarizing fraud and abuse laws, physician self-referral laws, claims development and submission processes, and related business practices that reflect current legal standards.

All formal training undertaken as part of the Compliance Program is documented. Documentation includes at a minimum the identification of the Personnel participating in the training, the subject matter of the training, the time and date of the training, the training materials used, and any other relevant information.

The Compliance Officer evaluates the content of the training program at least annually to ensure that the subject content is appropriate and sufficient to cover the range of issues confronting the District's employees. The training program is modified as necessary to keep up-to-date with any changes in federal and state health care program requirements, and to address results of the District's audits and investigations; results from previous training and education programs; trends in Hotline reports; and guidance from applicable federal and state agencies. The appropriateness of the training format is evaluated by reviewing the length of the training sessions; whether training is delivered via live instructors or via computer-based training programs; the frequency of training sessions; and the need for general and specific training sessions.

The Compliance Officer seeks feedback to identify shortcomings in the training program, and administers post-training tests as appropriate to ensure attendees understand and retain the subject matter delivered.

Specific training for appropriate corporate officers, managers, and other employees may include areas such as:

- Restrictions on marketing activities.
- General prohibitions on paying or receiving remuneration to induce referrals.
- Proper claims processing techniques.
- Monitoring of compliance with this Compliance Program.
- Methods for educating and training employees.
- Duty to report misconduct.

The members of the District’s Governing Board will be provided with periodic training, not less than annually, on fraud and abuse laws and other compliance matters.

Attendance and participation in compliance training programs is a condition of continued employment. Failure to comply with training requirements will result in disciplinary action, including possible termination.

Adherence with the provisions of this Compliance Program, including training requirements, is a factor in the annual evaluation of each District employee. Where feasible, outside contractors will be afforded the opportunity to participate in, or be encouraged to develop their own, compliance training and educational programs to complement the District’s standards of conduct and compliance policies. The Compliance Officer will ensure that records of compliance training, including attendance logs and copies of materials distributed at training sessions, are maintained.

The compliance training described in this program is in addition to any periodic professional education courses that may be required by statute or regulation for certain Personnel. The District expects its employees to comply with applicable education requirements; failure to do so may result in disciplinary action.

Lines of Communicating and Reporting

Open Door Policy

The District recognizes that clear and open lines of communication between the Compliance Officer and District Personnel are important to the success of this Compliance Program. The District maintains an open door policy in regards to all Compliance Program related matters. District Personnel are encouraged to seek clarification from the Compliance Officer in the event of any confusion or question about a statute, regulation, or policy discussed in this Compliance Program.

Submitting Questions or Complaints

The District has established a telephone hotline for use by District Personnel to report concerns or possible wrongdoing regarding compliance issues. We refer to this telephone line as our “Compliance Confidential Report Line.”

The Compliance Confidential Report Line contact number is:

Phone: 1-888-200-9764

Personnel may also submit compliance-related questions or complaints in writing. Letters may be sent anonymously. All such letters should be sent to the Compliance Officer at the following address:

Compliance Officer
Northern Inyo Healthcare District
150 Pioneer Lane
Bishop, CA 93514

The Compliance Confidential Report Line number and the Compliance Officer’s contact information are posted in conspicuous locations throughout the District’s facilities.

All calls to the Compliance Confidential Report Line are treated confidentially and are not traced. The caller need not provide his or her name. The District's Compliance Officer or designee investigates all calls and letters and initiates follow-up actions as appropriate.

Communications via the Compliance Confidential Report Line and letters mailed to the Compliance Officer are treated as privileged to the extent permitted by applicable law; however, it is possible that the identity of a person making a report may become known, or that governmental authorities or a court may compel disclosure of the name of the reporting person.

Matters reported through the Compliance Confidential Report Line or in writing that suggest violations of compliance policies, statutes, or regulations are documented and investigated promptly. A log is maintained by the Compliance Officer of calls or communications, including the nature of any investigation and subsequent results. A summary of this information is included in reports by the Compliance Officer to the District's Governing Board and Chief Executive Officer.

Non-Retaliation Policy

It is the District's policy to prohibit retaliatory action against any person for making a report, anonymous or otherwise, regarding compliance. However, District Personnel cannot use complaints to the Compliance Officer to insulate themselves from the consequences of their own wrongdoing or misconduct. False or deceptive reports may be grounds for termination. It will be considered a mitigating factor if a person makes a forthright disclosure of an error or violation of this Compliance Program, or the governing statutes and regulations.

Enforcing Standards and Policies

Policies

It is the policy of the District to use appropriate corrective action with District Personnel who fail to comply with the Code of Conduct or the policies set forth in, or adopted pursuant to, this Compliance Program or any federal or state statutes or regulations.

The guiding principles underlying this policy include the following:

- Intentional or reckless noncompliance will subject Personnel to significant sanctions, which may include oral warnings, suspension, or termination of employment, depending upon the nature and extent of the noncompliance.
- Negligent failure to comply with the policies set forth in this Compliance Program, or with applicable laws, will also result in sanctions.
- Corrective action will be taken where a responsible employee fails to detect a violation, if this failure is attributable to his or her negligence or reckless conduct.
- Internal audit or review may lead to discovering violations and result in corrective action.

Because the District takes compliance seriously, the District will respond to Personnel misconduct.

Corrective Action Procedures

Employees found to have violated any provision of this Compliance Program are subject to discipline consistent with the policies set forth herein, including termination of employment if deemed appropriate by the District. Any such discipline is within the sole discretion of the District. Each instance involving disciplinary action shall be thoroughly documented by the employee's supervisor and the Compliance Officer.

Upon determining that an employee of the District or any of its affiliates has committed a violation of this Compliance Program, such employee shall meet with his or her supervisor to review the conduct that resulted in violation of the Compliance Program. The employee and supervisor will contact the Compliance Officer to discuss any actions that may be taken to remedy such violation. All employees are expected to cooperate fully with the Compliance Officer during the investigation of the violation. The Chief of Human Resources,

Compliance Officer, or Chief Executive Officer may consult legal counsel prior to final actions or disciplinary measures, as appropriate.

Auditing and Monitoring

The District conducts periodic monitoring of this Compliance Program. Compliance reports created by this monitoring, including reports of suspected noncompliance, will be reviewed and maintained by the Compliance Officer.

The Compliance Officer will develop and implement an audit plan. The plan will be reviewed at least annually to determine whether it addresses the proper areas of concern, considering, for example, findings from previous years' audits, risk areas identified as part of the annual risk assessment, and high volume services.

Periodic compliance audits are used to promote and ensure compliance. These audits are performed by internal or external auditors who have the appropriate qualifications and expertise in federal and state health care statutes and regulations and federal health care program requirements. The audits will focus on specific programs or departments of the District, including external relationships with third-party contractors. These audits are designed to address, at a minimum, compliance with laws governing kickback arrangements, physician self-referrals, claims development and submission (including an assessment of the District's billing system), reimbursement, and marketing. All Personnel are expected to cooperate fully with auditors during this process by providing information, answering questions, etc. If any employee has concerns regarding the scope or manner of an audit, the employee should discuss this with his or her immediate supervisor.

The District shall conduct periodic reviews, including unscheduled reviews, to determine whether the elements of this Compliance Program have been satisfied. Appropriate modifications to the Compliance Program will be implemented when monitoring discloses that compliance issues have not been detected in a timely manner due to Compliance Program deficiencies.

The periodic review process may include the following techniques:

- Interviews with Personnel involved in management, operations, claim development and submission, and other related activities.
- Questionnaires developed to solicit impressions of the District Personnel.
- Reviews of all billing documentation, including medical and financial records and other source documents, that support claims for reimbursement and claims submissions.
- Presentations of a written report on compliance activities to the Compliance Officer. The report shall specifically identify areas, if any, where corrective actions are needed. In certain cases, subsequent reviews or studies may be conducted to ensure that recommended corrective actions have been successfully implemented.

Error rates shall be evaluated and compared to error rates for prior periods as well as available norms. If the error rates are not decreasing, the District shall conduct a further investigation into other aspects of the Compliance Program in an effort to determine hidden weaknesses and deficiencies.

Corrective Action

Violations and Investigations

Violations of this Compliance Program, failure to comply with applicable federal or state laws, and other types of misconduct threaten the District's status as a reliable and honest provider of health care services. Detected but uncorrected misconduct can seriously endanger the District's business and reputation, and can lead to serious sanctions against the District. Consequently, upon reports or reasonable indications of suspected noncompliance, prompt steps to investigate the conduct in question will be initiated under the direction and control of the Compliance Officer to determine whether a material violation of applicable law or the requirements of the Compliance Program has occurred. The Compliance Officer may create a response team to review suspected noncompliance including representatives from the compliance, audit and other relevant departments.

If such a violation has occurred, prompt steps will be taken to correct the problem, taking into account the root cause of the problem. As appropriate, such steps may include an immediate referral to criminal and/or civil law enforcement authorities, a corrective action plan, a report to the Office of Inspector General (OIG) or any other appropriate government organization, and/or submission of any overpayments. The specific steps that are appropriate in any given case will be determined after consultation between the Chief Executive Officer or Compliance Officer and legal counsel.

Depending upon the nature of the alleged violations, the Compliance Officer's internal investigation could include interviews with relevant Personnel and a review of relevant documents. Legal counsel, auditors or health care experts may be engaged by the Compliance Officer to assist in an investigation where the Compliance Officer deems such assistance appropriate. Complete records of all investigations will be maintained which contain documentation of the alleged violations, a description of the investigative process, copies of interview notes and key documents, a log of the witnesses interviewed and the documents reviewed, results of the investigation (e.g., any disciplinary action taken), and corrective actions implemented.

If an investigation of an alleged violation is undertaken and the Compliance Officer believes the integrity of the investigation may be at stake because of the presence of employees under investigation, those employees will be removed from their current work activity until the investigation is completed. Where necessary, the Compliance Officer will take appropriate steps to secure or prevent the destruction of documents or other evidence relevant to the investigation.

Reporting

If the Compliance Officer or a management official discovers credible evidence of misconduct from any source and, after reasonable inquiry, has reason to believe that the misconduct may violate criminal, civil, or administrative law, then the misconduct will promptly be reported as appropriate to the OIG or any other appropriate governmental authority or federal and/or state law enforcement agency having jurisdiction over such matter. Such reports will be made by the Compliance Officer on a timely basis.

All overpayments identified by the District shall be promptly disclosed and/or refunded to the appropriate public or private payer or other entity.

SECTION IV – COMPLIANCE POLICIES

The District electronic policy management system houses NIHD Compliance Policies. Some of these policies may not apply to your specific job function, but it is still important that you are aware of their existence and importance. All Personnel will receive training regarding the policies that apply to their job.

REFERENCES:

1. [Supplemental Compliance Program Guidance for Hospitals](#) (70 Fed. Reg. 4858; January 31, 2005)
2. [Compliance Program Guidance for Hospitals](#) (63 Fed. Reg. 8987; February 23, 1998)

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Authority of the Chief Executive Officer for Contracts and Bidding
2. Business Associate Agreements Execution and Management
3. California Public Records Act – Information Requests
4. Communicating Protected Health Information via Electronic Mail (Email)
5. Disclosures of Protected Health Information Over the Telephone
6. Disposal of Equipment
7. Electronic Communication (Email) Acceptable Use Policy
8. False Claims Act Employee Training and Prevention Policy
9. Family Member and Relatives in the Workplace
10. Investigation and Reporting of Unlawful Access, Use or Disclosure of Protected Health Information
11. Language Access Services Policy
12. NIHD Code of Business Ethics and Conduct
13. Non-Retaliation Policy
14. Nondiscrimination Policy
15. Patient Rights
16. Pricing Transparency Policy
17. Purchasing Signature Authority
18. Equal Employment Opportunity
19. Sanctions for Breach of Patient Privacy Policies
20. Sending Protected Health Information via Fax
21. Using and Disclosing Protected Health Information for Treatment, Payment and HealthCare Operations
22. Vendor Credentialing
23. Workforce Access to His or Her Own Protected Health Information
24. Workforce Investigations
25. InQuiseek – #100 Regulatory Compliance Policy
26. InQuiseek - #105 Formal Corporate or Organization Compliance Plan Policy

Supersedes: v.3 Compliance Program for Northern Inyo Healthcare District
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NORTHERN INYO HEALTHCARE DISTRICT CLINICAL POLICY AND PROCEDURE

Title: Linen Laundry Processes AB 2679		
Owner: Director of Quality and Infection Prevention		Department: Nursing Administration
Scope: District Wide		
Date Last Modified: 03/15/2022	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors		Original Approval Date: 12/18/2019

PURPOSE:

Patient linens are a potential means of cross contamination between patients, healthcare workers and the environment. This policy describes the process for managing patient linen at NIHD to reduce the risk of disease transmission to patients, staff, and to meet General Assembly Bill 2679-Linen Laundry Processes.

POLICY:

1. All soiled linen is considered contaminated. Adherence to standard precaution will be utilized and staff will perform hand hygiene after contact with soiled linen.
2. Soiled linen shall be handled as little as possible and with minimum agitation to prevent contamination of the air and persons handling the linen
3. Linens used at NIHD will be cleaned, handled and transported according to federal (Centers for Medicare Services), state (Title 22 Licensing and Certification California Code of Regulations), Senate Bill AB 2679, and local regulations. In addition, adherence to guidelines and standards set forth by the Healthcare Laundry Accreditation Council and the Association for Professionals in Infection Prevention and Epidemiology (APIC) is required.
4. NIHD will allow for more energy and water efficient processes to be used in the processing of hygienically clean linens.
5. Laundry Equipment will be maintained according to the manufactures instructions. Maintenance documentation will be held and maintained by the NIHD Maintenance Department.
6. Appropriate laundry weight and volume will be followed. NIHD practice is that all clean linen is weighed after washed and folded before being delivered to the clinical departments. A log is kept for all weight and is maintained in the laundry department.
7. Wet or damp textiles will not be left overnight.
8. Temperature, relative humidity, and moisture control in linen storage areas will be maintained to prevent microbial proliferation.
9. Laundering cycles consist of flush, main wash, bleaching, rinsing, and souring.¹²⁷⁴ Cleaned wet textiles, fabrics, and clothing are then dried, pressed as needed, and prepared (e.g., folded and packaged) for distribution back to the facility.
10. Separate rooms shall be maintained in the hospital for storage of clean linen and for storage of soiled linen. Storage shall not be permitted where air distribution is impeded such as air conditioning or ventilating systems.
11. Linen carts shall only be used for the storage of transportation of only clean or dirty linen specified carts.
12. Soiled linen shall be transported and stored in only labeled, designated “Soiled Linen Carts.” Clean linen shall be transported and stored in only labeled, “Designated Clean Linen.” Clean linen covers are made of washable materials, which should be cleaned/disinfected bi-annually and as needed. Clean linen

transportation carts will be cleaned weekly and as needed. A log will be maintained in the laundry department with cleaning schedule and documentation.

13. Soiled linen shall be sorted in a separate enclosed room by a person instructed in methods of protection from contamination. Staff shall not immediately handle clean linen until protective attire worn in the soiled linen area is removed and hands are washed.
14. Soiled linen shall be handled, stored and processed in a safe manner that will prevent the spread of infection and will assure the maintenance of clean linen (*Refer to P&P Handling Soiled Linen*).
15. Appropriate PPE must be worn when handling and changing chemicals, which include: liquid resistant lab gown, Exam gloves, chemical & sharp proof gloves, goggles, and full face shield.
16. Laundry bags will be closed before placing in container for transport.
17. The center divider door shall remain closed in laundry facility area where contaminated linen is received, to minimize the potential for re-contaminating cleaned laundry with aerosolized contaminated lint.
18. Laundered textiles that have been properly laundered and disinfected, may be used in newborn nursery.
19. When a machine is out of service, a sign indicating, "Machine is under maintenance." Only Maintenance Department can remove sign when maintenance complemented

DEFINITIONS:

1. Clean linen: Laundry/ Linen that has gone through the sanitization process that is ready to be used by healthcare staff.
2. Contaminated Laundry: Laundry, which has been soiled with blood or other potentially infectious material or may contain sharps.
3. Hygienically clean: Textiles that are free from microorganisms in quantities that are capable of causing disease.

PROCEDURE:

1. Linens shall be washed using an effective soap or detergent and thoroughly rinsed to remove soap or detergent and soil. Linens shall be exposed to water at a minimum temperature of 71 degrees C (160 degrees F) for at least 24 minutes during the washing process, or a lower temperature of 60 degrees C (140 degrees F.) for 24 minutes may be utilized if the linens are subsequently passed through a flatwork ironer at 110-115 feet per minute at a temperature of 300 degrees F. or a tumbler dryer at a temperature of 180 degrees F. (see reference#7)
2. Equipment textiles/linen shall be laundered according to manufactures instructions.
3. Packaging, transporting, and storing clean textiles by methods that will ensure their cleanliness and protect them from dust and soil during interfaculty loading, transport, and unloading
4. NIHD will maintain a contract for off-site laundering services to be utilized during high volume and downtime. Clean linens provided by an off-site laundry must be packaged prior to transport to prevent inadvertent contamination from dust and dirt during loading, delivery, and unloading. Functional packaging of laundry can be achieved in several ways, including
 - placing clean linen in a hamper lined with a previously unused liner, which is then closed or covered
 - placing clean linen in a properly cleaned cart and covering the cart with disposable material or a properly cleaned reusable textile material that can be secured to the cart; and
 - wrapping individual bundles of clean textiles in plastic or other suitable material and sealing or taping the bundles.
5. Coated or laminated fabrics become contaminated with blood or other body surfaces, NIHD will follow manufactures instruction for decontamination and cleaning take into account the compatibility or the

rubber backing with the chemical germicide or detergents used. If the backing develops surface cracks, the item will be discarded.

6. Microbiologic sampling will be conducted during outbreak investigations if epidemiologic evidence indicates a role for healthcare textiles and clothing in disease transmission.

REFERENCES:

1. California Department Public Health. (2018). AFL 18-49 Assembly Bill (AB) 2679- Linen Laundry Processes.
2. California Legislative Information. (2018). AB-2679 Health facilities: linen laundry. Retrieved from https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB2679
3. Center for Disease Control and Prevention. (2015). Infection Control. Background G. Laundry and Bedding. Retrieved from <https://www.cdc.gov/infectioncontrol/guidelines/environmental/background/laundry.html>
4. Infection Control Today. (June 18, 2015). Best Practices to Prevent Infections during Laundering of Healthcare Textiles. Retrieved from <http://www.infectioncontrolday.com/news/2015/06/best-practices-to-prevent-infections-during-laundering-of-healthcare-textiles.aspx>
5. Westlaw California Code of Regulations/ (2019). § 70825. Laundry Service 22 CA ADC § 70825 Barclay Official California Code of Regulations. Retrieved from [https://govt.westlaw.com/calregs/Document/I1E05CB90D4BC11DE8879F88E8B0DAAAE?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Document/I1E05CB90D4BC11DE8879F88E8B0DAAAE?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))
6. Westlaw California Code of Regulations/ (2019). § 71629. Laundry Service 22 CA ADC § 71629 Barclay Official California Code of Regulations. Retrieved from [https://govt.westlaw.com/calregs/Document/I427DE2A0D4BC11DE8879F88E8B0DAAAE?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)&bhcp=1](https://govt.westlaw.com/calregs/Document/I427DE2A0D4BC11DE8879F88E8B0DAAAE?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)&bhcp=1)

RECORD RETENTION AND DESTRUCTION:

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Handling Soiled Linen
2. Lippincott Standard Precautions

Supersedes: v.1 Linen Laundry Processes AB 2679
