

# October 20 2021 Regular Meeting

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### Agenda October 20 2021 Regular Meeting

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**AGENDA**  
**NORTHERN INYO HEALTHCARE DISTRICT**  
**BOARD OF DIRECTORS REGULAR MEETING**  
**October 20, 2021 at 5:30 p.m.**

**Beginning July 1, 2021, the Board will again meet in person at 2957 Birch Street Bishop, CA 93514 at 5:30 pm. Members of the public will be allowed to attend in person or via zoom. Public comments can be made in person or via zoom:**

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

- 
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. Northern Inyo Healthcare District and Pioneer Home Health Care Partnership Overview Presentation *(Board will consider the presentation by Noel Caughman, BBK Law Firm, for Public at November 17, 2021, NIHD Regular Board Meeting)*

- B. Eastern Sierra Emergency Physician Group Presentation (*Board will receive this presentation*)
  - C. Policy and Procedure approval, *Employee Health Access of Patient Personal Medical Record* (*Board will consider approval of this Policy and Procedure*)
  - D. HG Wilson Financial Advisor Contract (*Board will consider approval of this contract*)
  - E. Compliance and Ethics Committee (*Board will consider the appointment of a representative*)
  - F. Contract for Chief Executive Officer (*Board will consider approval of an Agreement for Kelli Davis to serve as Chief Executive Officer*)
  - G. Discussion to create an ad hoc committee to attend weekly conference calls with the Chief Executive Officer and appointment of Board representatives (*Board will consider the creation and appointment of Board representatives for this committee*)
4. Chief of Staff Report, Sierra Bourne MD:
- A. Policies and Procedures (*Board will consider approval of this Policy and Procedure*)
    - 1. *Evaluation and Assessment of Patients' Nutritional Needs*
  - B. Biennial Review of Medical Staff Policies (*Board will consider approval of these Medical Staff Policies*)
    - 1. *End of Life Option Act*
    - 2. *Standardized Procedure – Management of Chronic Illness Policy for the Nurse Practitioner or Certified Nurse Midwife*
    - 3. *Standardized Procedure – Management of Minor Trauma Policy for the Nurse Practitioner or Certified Nurse Midwife*
    - 4. *Standardized Protocol – Management of Chronic Illness for the Physician Assistant*
    - 5. *Standardized Protocol – Management of Minor Trauma for the Physician Assistant*
    - 6. *Standardized Protocol – Management of Acute Illness for the Physician Assistant*
  - C. Medical Executive Committee Meeting Report (*information item*)
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***Consent Agenda***

- 5. Approval of District Board Resolution 21-07, to continue to allow Board meetings to be held virtually (*Board will consider the adoption of this resolution*)
- 6. Approval of minutes of the August 18, 2021 regular meeting (*Board will consider approval of these minutes*)
- 7. Approval of minutes of the September 15, 2021 regular meeting (*Board will consider approval of these minutes*)

8. Approval of minutes of the September 30, 2021 special meeting (*Board will consider approval of these minutes*)
9. Financial and Statistical reports for July 31, 2021 and August 31, 2021 (*Board will consider accepting these reports*)

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10. Reports from Board members (*information items*).
  11. Adjournment to Closed Session to/for:
    - A. Conference with legal counsel, anticipated litigation. Significant exposure to litigation (pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9) two cases.
    - B. Conference with Labor Negotiators, Agency Designated Representative: Kevin R. Dale;  
Employee Organization: AFSCME Council 57 (*pursuant to Government Code Section 54957.6*)
  12. Return to Open Session and report of any action taken (*information item*).
  13. 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  
REPORT TO THE BOARD OF DIRECTORS  
FOR INFORMATION**

Date: 10/07/2021

Title: **EASTERN SIERRA EMERGENCY PHYSICIAN GROUP PRESENTATION**

Synopsis: This presentation will provide an overview and introduction of the Eastern Sierra Emergency Physician Group.

Prepared by: Erika Hernandez  
Name: Erika Hernandez on behalf of  
Dr. Hawkins  
Title: Executive Assistant

Reviewed by: Kelli Davis  
Name: Kelli Davis  
Title: Interim CEO

**FOR EXECUTIVE TEAM USE ONLY:**

Date of Executive Team Approval: 10-11-21 Submitted by: Kelli Davis  
Chief Officer



# Reintroducing Eastern Sierra Emergency Physicians (ESEP)



# Outline

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A personal Introduction

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Historical Background on Eastern Sierra Emergency Physicians

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The Evolution of Eastern Sierra Emergency Physicians

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Expansion into additional service lines.

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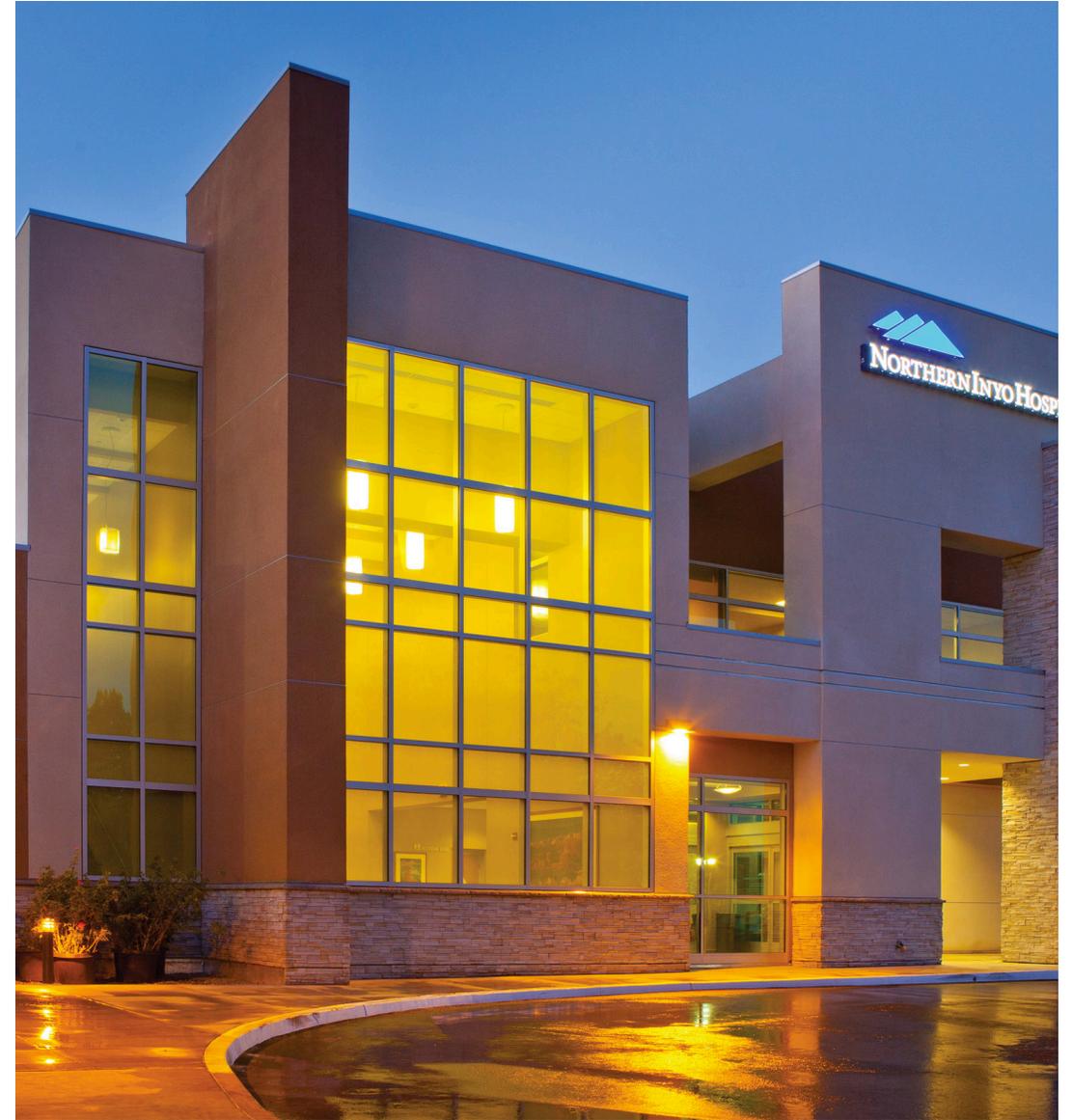
A look towards the future



# A Quick Personal Introduction

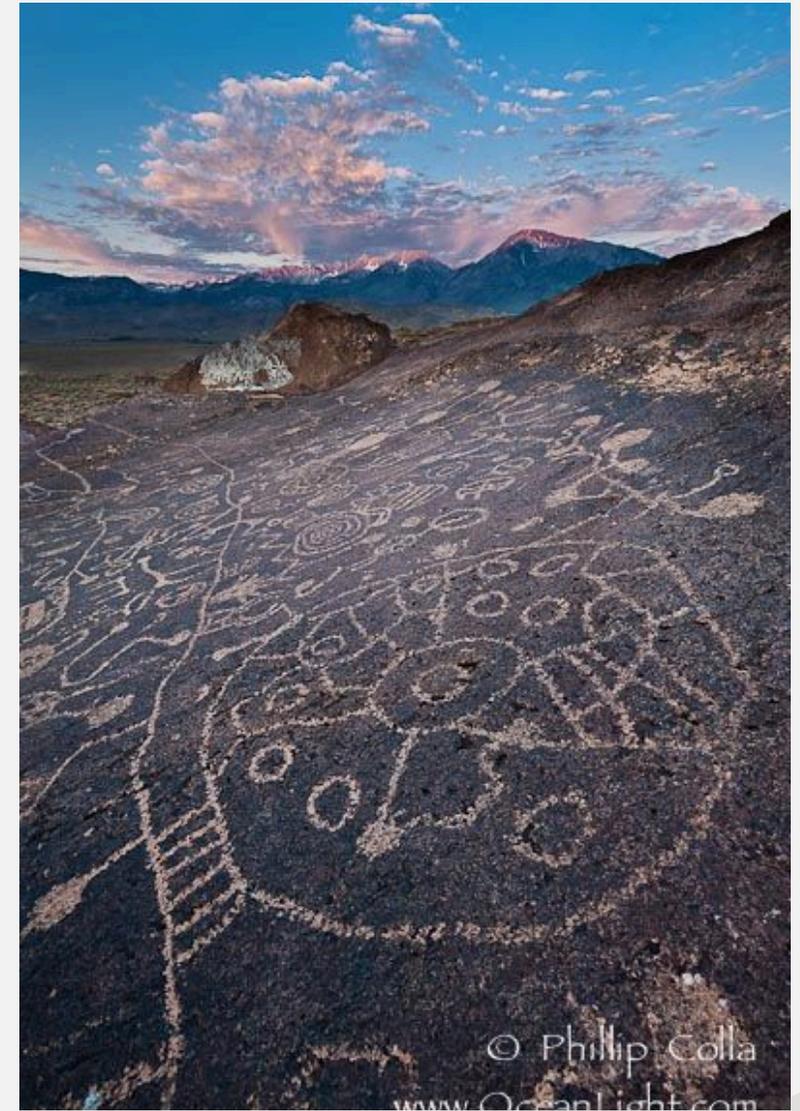
# The Beginnings of ESEP

- Transition: Current physician members of ESEP took over in 2017.
- ESEP's sole directive at this time was to provide Emergency Medicine physician services for Northern Inyo Hospital.
- The early years.
- A dedication to recruitment and retention.
- The beginning of a new chapter.



# The Evolution of ESEP

- ESEP and The District agree to allow ESEP to take over recruitment of Hospitalist Physicians at Northern Inyo Hospital.
- Stabilizing one of the most vital service lines within Northern Inyo Hospital.



# Additional Service Lines Provided by ESEP

- Medication-Assisted Treatment Program (MAT)
- Hospital Medicine Clinic
- Ultrasound Services
- Anesthesia



# A Look to The Future

- Ongoing Leadership
- Continued commitment to collaboration with our District partners
- Dedication to collaborating with The District to improve billing and collections from the service lines we provide.
- An Openness to further expansion as patient services needs arise or areas of improvement are identified.



A Closing  
Thank You



## NORTHERN INYO HEALTHCARE DISTRICT NON-CLINICAL POLICY AND PROCEDURE

Title: Employee Health Access of Patient Personal Medical Record		
Owner: Director of Quality and Infection Prevention	Department: Nursing Administration	
Scope: Employee Health		
Date Last Modified: 09/01/2021	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors		Original Approval Date: 09/20/2018

**PURPOSE:**

To ensure that Northern Inyo Healthcare District is compliant with state and federal laws regarding separation of Employee Health records and patient medical records.

**POLICY:**

Workforce in the Employee Health role shall not access patients’ personal medical records.

**DEFINITION:**

**Personal medical record:** Individually identifiable health information provided to, or obtained by, NIHD in its role as a health care provider, including, but not limited to, documentation of personal healthcare, routine preventive care, acute illness care, and care of chronic disease.

**Employee health record:** Health information provided to, or obtained by, NIHD in its role as an employer.

**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 Allied Health Professionals (AHPs), and other NIHD health care providers involved in the provision of care of NIHD’s patients.

**PROCEDURE:**

1. Results for tests ordered by the Employee Health Department shall be provided to the Employee Health Department.
2. Employees who desire to provide specific documents from their medical record to the Employee Health Department shall complete and sign a Release of Information Authorization and present it to the Health Information Management (HIM)/Medical Records department. HIM shall provide the documents according to policy.

**REFERENCES:**

1. California Hospital Association. (2017). Employee Health information, Chapter 9 Compliance Privacy Health Information Manual 8<sup>th</sup> ed. Sacramento CA: California Hospital Association.

2. Occupational Safety and Health Administration (OSHA). (n.d.). Clinicians. Retrieved from <https://www.osha.gov/dts/oom/clinicians/index.html>
3. California Hospital Association Record Retention (2018). Retrieved from [http://intranet/Forms/Compliance/recordretention2018\\_epub\\_enterprise.pdf](http://intranet/Forms/Compliance/recordretention2018_epub_enterprise.pdf)

**RECORD RETENTION AND DESTRUCTION:**

Employee Health Records will be retained for 30 years

**CROSS REFERENCED POLICIES AND PROCEDURES:**

1. Post offer Physical Examination and Annual Health Screening
2. Scope of Service Employee Health
3. Responsibility and Process for Releasing Personal Health Information
4. Medical Records Release of Information
5. Release of Medical Information to Physicians and Other Health Care Provider Without Patient Authorization

Supersedes: v.1 Employee Health Access of Patient Personal Medical Record
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**NORTHERN INYO HEALTHCARE DISTRICT  
RECOMMENDATION TO THE BOARD OF DIRECTORS  
FOR ACTION**

Date: 10/07/2021

Title: **HG Wilson Financial Advisor Contract**

Synopsis: This contract would allow HG Wilson Municipal Finance Inc., to act as a financial advisor to the Northern Inyo Healthcare District ("The District") regarding the proposed refinancing of existing 2010 and 2013 Revenue bonds (the "Bonds") through a Direct Placement process.

Prepared by: Erika Hernandez  
Name: Erika Hernandez on behalf of  
Vinay Behl, Interim CFO  
Title: Executive Assistant

Reviewed by: Kelli Davis  
Name: Kelli Davis  
Interim CEO

**FOR EXECUTIVE TEAM USE ONLY:**

Date of Executive Team Approval: 10-11-21 Submitted by: Kelli Davis  
Chief Officer

# ***HG Wilson Municipal Finance, Inc.***

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FINANCIAL SERVICES

July 31, 2021

Northern Inyo Healthcare District  
Ms. Kelli Davis  
Chief Operations Officer/Interim Chief  
150 Pioneer Lane  
Bishop, CA 93514

**Re: Northern Inyo Healthcare District  
Revised Letter of Agreement**

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Dear Ms. Davis:

HG Wilson Municipal Finance Inc. (“HG Wilson”) would be pleased to act as financial advisor to the Northern Inyo Healthcare District (“The District”) regarding the proposed refinancing of existing 2010 and 2013 Revenue bonds (the “Bonds”) through a Direct Placement process. The District, acting by and through its duly elected Board of Directors, and HG Wilson, acting by and through its President, H. Grant Wilson, agree that HG Wilson shall furnish certain services to The District, and The District agrees to accept said services and to make payment of fees and expenses regarding the proposed issuance of the Bonds, upon the terms and conditions hereinafter set forth.

This document contains the entire agreement between the parties. All prior negotiations between the parties are merged in this agreement, and there are no understandings or agreements other than those incorporated or referred to herein. This agreement may not be modified except by an instrument in writing, dated and signed by the duly authorized representatives of both parties.

HG Wilson shall offer its professional services and facilities as financial advisor to The District in connection with the proposed issuance of the Bonds and, in that capacity, HG Wilson agrees to perform the following duties and such other duties which in the exercise of its professional judgment may be necessary or advisable.

- Coordinate all meetings with The District, its legal counsel, special counsel, bond trustee, underwriters, Placement Agents, and other parties to the transaction and arrange for the preparation and presentation of all necessary and required financial information and legal documentation and all applications.
- In coordination with special counsel, prepare a timetable to indicate financing steps and dates by which each event should be completed.
- Assistance in the evaluation of existing financing participants including the existing underwriter.
- Assistance in the negotiation of fees relating to the services of other financing participants.

- Assistance in the analysis of various financing structures (serial vs. term bonds, credit enhanced vs. nonrated bonds, retail vs. institutional sales, covenant package, etc.) to determine the most advantageous bond and credit enhancement structure possible.
- Assist in the selection of other financing participants.
- Assistance in the negotiation of the structure of the underwriting syndicate (liability of members, priority of orders, takedown, management fee, original issue discount/premium by maturity, retail order periods, marketing program, among others) to assure that as competitive a structure as possible is in place and occurs
- Prepare the Official Statement and other related documents with the assistance of the underwriter, their counsel, and your counsel.
- Prepare application for credit enhancer, as required.
- Attendance at your finance committee and board meetings, as required.
- Attend document review meetings.
- Assist in preparing management and board representatives of your organization for bond insurer and rating agency meetings, if applicable.
- Advise and assist in the negotiation of operating and financial covenants with the bond insurer and/or rating agencies.
- Advise on bond market conditions, timing and structuring issues. Ensure that the most competitive pricing and sale occur to benefit The District by producing the lowest possible all inclusive interest rate.
- Advise on redemption premium levels.
- Arrange for the printing and distribution of the official statements.
- Prepare a Closing Memorandum which details all steps leading up to closing and including closing of your issue.
- Assist in the evaluation of investment options of Trustee held funds, if necessary.
- Attend the bond closing and coordinate matters relating to the closing.

In consideration of the foregoing services, it is agreed that the fees and expenses, relating to the above, shall be paid by The District as follows:

- a. Fees relating to services associated with the providing of financial advisory and investment banking services through either a Public Offering or Private Placement can be structured as a fixed fee of \$75,000 for the refunding of the bonds plus out-of-pocket expenses at closing (NTE \$5,000). A good faith earnest money deposit of \$5,000 to be paid at contract signing to cover initial expenses and will be deducted from the overall fee at closing.
- b. If The District elects not to proceed with the Bond issue, following execution of this agreement, or if the issue is not sold as a result of any failure of The District to perform services required by The District to consummate this contemplated financing, or if the same occurs as a direct result of any other unexcused failure to act on the part of The District, then The District will compensate HG Wilson for time expended on The District's behalf at a rate of \$325.00 per hour plus documented out-of-pocket expenses incurred related to the financing; provided that in no event will the fees paid by The District to HG Wilson exceed the fees described in paragraph (a) above or expenses \$5,000.00. The District shall also be obligated to pay third party expenses incurred, as specified in paragraph (c).

- c. If the bonds are not closed and said failure is not caused by conduct of The District, then this contract shall automatically terminate and the obligations of each party hereunder shall be of no further force and effect, except that HG Wilson shall be entitled to reimbursement of documented out-of-pocket expenses, but not in excess of \$5,000.00.
- d. Advise The District regarding selection of a trustee, special counsel, disclosure counsel, an official statement printing house, and shall commission other necessary services. The District shall be responsible for the payment of all expenses and costs incurred in connection therewith.
- e. Fees and expenses described in paragraphs (a), (b), (c) and (d) above may be paid or reimbursed with Bonds proceeds to the extent allowable by law. The aforementioned fee to HG Wilson shall become due and payable simultaneously with the closing of the Bonds, or as described in paragraph (a) above.

The term of this contract shall be two years from the date this Agreement is executed by The District, unless extended by mutual agreement of the parties, in writing. If either party initiates any legal proceedings in connection with any breach or default by the other party under the terms of this Agreement, then the party prevailing in said proceedings shall be entitled to recover reasonable attorney's fees, together with costs of suit, from the non-prevailing party.

This Agreement shall bind the heirs, successors and assignees of the parties hereto. Either party hereunder, however, shall not assign the rights, duties and obligations without the prior written consent of the other party having been obtained. When accepted by The District, this Agreement will constitute the entire Agreement between HG Wilson and The District for the purpose and consideration herein specified. The proper signature of its authorized officer or representative on both copies and the returning of one executed copy to the undersigned will indicate The District's acceptance.

As of October 31, 2017, as a registered Municipal Advisor with the MSRB and the SEC, I am required to notify you annually on how to file a complaint with either the MSRB or the SEC if you have any issues with me as your municipal advisor. H G Wilson and H Grant Wilson are registered with the MSRB (ID # K0365) and the SEC (ID # 866-00868-00). Information regarding HG Wilson and its representatives can be found at [www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html) using our CIK # 0001621355. Should you in any way be dissatisfied with our services and therefore wish to file a complaint please see the attached MSRB brochure regarding the filing of complaints with the MSRB and the SEC. You can also access this information on the MSRB webpage at the following address: (<http://www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en>). If you have any questions regarding this information, please contact me directly, the MSRB and/or the SEC.

I appreciate the opportunity to serve The District, as herein described, and look forward to the successful completion of its proposed financing.

Very truly yours,

*H. Grant Wilson*

H. Grant Wilson  
President

The undersigned has read the Agreement set forth above and understands it fully and hereby accepts said Agreement and further agrees to the terms, amounts, conditions and schedules of payment of said Agreement.

ACKNOWLEDGED AND ACCEPTED:

**Northern Inyo Healthcare District**

**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

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

Date: August 25, 2021

Title: **COMPLIANCE and BUSINESS ETHICS COMMITTEE – REQUEST BOARD MEMBER**

Presenter(s): Patty Dickson  
Compliance Officer

Synopsis: The Compliance Officer chairs the Compliance and Business Ethics Committee (CBEC). This committee is required per the NIHD Compliance Program. The Compliance Program is on this month's agenda for review and approval, and contains an updated membership for the committee. Should the Board of Directors approve the updated Compliance Program, I would request the Board appoint a member to sit upon this committee as directed in the Compliance Program. I have attached the Compliance Program (as submitted to the Board under Policy Approval) for reference.

**It is requested that the Board of Directors take action to appoint a member of the Board to the Compliance and Business Ethics Committee.**

Prepared by: Patty Dickson  
Compliance Officer

Reviewed by: Kelli Davis  
Name KELLI DAVIS  
Title INTERIM CEO

Approved by: Kelli Davis  
Name KELLI DAVIS  
Title INTERIM CEO

**FOR EXECUTIVE TEAM USE ONLY:**

9-1-2021

Kelli Davis



**NORTHERN INYO HEALTHCARE DISTRICT  
PLAN**

Title: Compliance Program for Northern Inyo Healthcare District		
Owner: Compliance Officer		Department: Compliance
Scope: District Wide		
Date Last Modified: 08/12/2021	Last Review Date: No Review Date	Version: 4
Final Approval by: NIHD Board of Directors		Original Approval Date: 11/18/2016

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in approval

## **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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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### **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**

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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**

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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**

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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**

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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**

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##### **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**

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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**

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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**

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### **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**

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### **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**

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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**

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### **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

Supersedes: v.3 Compliance Program for Northern Inyo Healthcare District
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## **AGREEMENT FOR EMPLOYMENT OF CHIEF EXECUTIVE OFFICER**

This EMPLOYMENT AGREEMENT is made as of this 20th day of October, 2021, by and between KELLI DAVIS (“DAVIS”) and NORTHERN INYO HEALTHCARE DISTRICT (“DISTRICT”).

### **RECITALS**

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

B. DISTRICT owns and operates NORTHERN INYO HOSPITAL, an acute care licensed hospital, including a licensed Rural Health Clinic, and Northern Inyo Associates, a group of 1206 (b) clinics, and operates a School Based Health Clinic ( collectively called “HOSPITAL”), all located in Bishop, California.

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

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

### **AGREEMENT**

#### **1. Title and Scope of Employment**

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

B. DAVIS shall also continue to perform the duties of the Chief Operating Officer as those are specified in the existing job description up to such time as set forth in Section 2.C.

#### **2. Term of Employment/At-Will Employment**

A. The initial term of employment shall be for a term of three (3) years beginning on October 24, 2021, (the “Effective Date”) and terminating at 5:00 p.m. on October 23, 2024. At all times, DAVIS shall be an “at will” employee as provided in Section 32121(h) of the *California Health & Safety Code* (“*the CODE*”) and shall serve at the pleasure of the Board of Directors of the DISTRICT. DAVIS acknowledges that “at will” employees may be terminated by the DISTRICT at any time, with or without cause and without notice or an opportunity to be heard regarding such employment decisions and all such employees may voluntarily terminate their employment at any time.

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

C. DAVIS shall also be responsible for performing the duties of Chief Operating Officer (“COO”) until such time as that position is filled or until such time as the position is eliminated or restructured as determined by DAVIS or DISTRICT. DAVIS shall receive additional pay of ten percent (10%) from October 24, 2021 until the end of the pay period in which the COO position is filled or restructured.

### **3. Place of Employment**

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

### **4. Loyal and Conscientious Performance of Duties**

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

### **5. Devotion of Full Time to the DISTRICT Business**

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

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

5.3 This Agreement shall not be interpreted to prohibit DAVIS from making personal investments or conducting private business affairs, so long as those activities do not materially or substantially interfere or compete in any way with the services required under this

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

## **6. Compensation and Benefits**

6.1. Base Salary and Additional Wages. As of the Effective Date, DAVIS shall be paid an annual salary of Three Hundred and Sixty Thousand and No Cents (\$360,000) (“Base Salary”). Said sum shall be paid in equal installments, and on the same schedule as, pay periods for DISTRICT employees.

6.2. Additional Pay. DAVIS is also expected to perform the duties of the COO position during the term of this Agreement and up to the end of the pay period in which the COO position is filled, eliminated or restructured. DAVIS shall receive additional pay of ten percent (10%) from October 24, 2021 until the end of the pay period in which the COO position is filled, eliminated, or restructured. Said sum shall be paid in equal installments, and on the same schedule as, pay periods for DISTRICT employees.

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

6.4. Paid Time Off. DAVIS shall be entitled to Paid Time Off (“PTO”) as described in DISTRICTS’s PTO policy.

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

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

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

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

## 8. Indemnification; Directors & Officers Insurance

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

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

## 9. Severance Compensation

9.1 Termination by DISTRICT Without Cause; Pay in Lieu of Notice. In the event DAVIS'S employment is terminated by the DISTRICT for any reason other than: (1) "For Cause" (as defined in Section 9.4 below); or (2) due to the death of DAVIS, DISTRICT will pay

to DAVIS, subject to DAVIS signing a full release in a form set forth in **Exhibit 2**, a lump sum severance pay equal to three months of DAVIS' Base Salary ("Severance Pay"). The Severance Pay will be paid as specified in Exhibit 2. Notwithstanding the foregoing, in no event during the term of this Agreement may Severance Pay exceed the number of months remaining in the term of the Agreement at the time of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. Attorney Representation.** This Agreement has been prepared by Irma Rodriguez Moisa, Atkinson, Andelson, Loya, Ruud & Romo, outside labor counsel of the DISTRICT. DAVIS



## **EXHIBIT 1**

### **Job Duties**

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

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

or unless it or DAVIS determine that her attendance and participation would be inappropriate or otherwise not in the best interests of the District.

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

**EXHIBIT 2**  
**Form of Release**

**SEPARATION AND RELEASE AGREEMENT**

This Separation and Release Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between Northern Inyo Healthcare District (“Employer”) and KELLI DAVIS, an individual (“Employee”).

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

1. Separation of Employment. Employee’s last day of employment with Employer is \_\_\_\_\_.

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

3. General Release and Discharge. Employee on behalf of herself, her descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby covenants not to sue and fully releases and discharges Employer, its subsidiaries, affiliates and

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

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

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

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

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

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

- A. In return for the execution of this Agreement, Employee will receive compensation beyond that which she was already entitled to receive before entering into this Agreement;
- B. Employee has read and understands the terms of this Agreement.
- C. Employee has been advised to consult with legal counsel before signing this Agreement;
- D. Employee has been provided full and ample opportunity to study this Agreement, including a period of at least twenty-one (21) days within which to consider it.
- E. To the extent Employee takes less than twenty-one (21) days to consider this Agreement before execution, Employee acknowledges that she has had sufficient time to consider this Agreement with her counsel and that she expressly, voluntarily and knowingly waives any additional time;
- F. Employee is informed hereby that she has seven (7) days following the date of execution of this Agreement in which to revoke the Agreement, and that the

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

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

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

7. Non-Disparagement. Employee shall not make any public, oral or written or otherwise derogatory or negative comments about Employer or anyone associated with Employer concerning Employee's employment or the separation thereof; provided, however, that this Agreement does not preclude Employee from giving testimony as may be required by legal process. Employee acknowledges and agrees that the obligations set forth in this paragraph 7 are essential and important. Employee agrees her breach of this paragraph will result in irreparable injury to Employer, the exact amount of which will be difficult to ascertain. Accordingly, Employee agrees that if she violates the provisions of this paragraph 7, Employer shall be entitled to seek specific performance of Employee's obligations under this paragraph and liquidated damages in the sum of \$10,000.

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

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

10. Complete Agreement/Modification. This instrument constitutes and contains the entire agreement and understanding concerning Employee's employment, the separation of that employment and the other subject matters addressed herein between the parties, and supersedes and replaces all prior or contemporaneous negotiations, representations, understandings and agreements, proposed or otherwise, whether written or oral, concerning the subject matters hereof. This is an integrated document. This Agreement may be amended and modified only by a writing signed by Employer and Employee.

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

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

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

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

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

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

17. Complete Defense. This Agreement may be pled as a full and complete defense, and may be used as the basis for an injunction against any action, claim, suit, worker's compensation action or any other proceeding which may subsequently be instituted, prosecuted or attempted, which is based in whole or in part upon any matter covered, related to or referred to in this Agreement.

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

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

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

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

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

**EMPLOYER:**

\_\_\_\_\_  
\_\_\_\_\_

**Attention:** \_\_\_\_\_

**EMPLOYEE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, California.

By \_\_\_\_\_

KELLI DAVIS

By: \_\_\_\_\_

NORTHERN INYO HEALTHCARE DISTRICT

**WAIVER OF 21 DAY CONSIDERATION PERIOD**

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
KELLI DAVIS



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

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

TO: NIHD Board of Directors  
FROM: Sierra Bourne, MD, Chief of Medical Staff  
DATE: October 5, 2021  
RE: Medical Executive Committee Report

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

- A. Policies/Procedures (*action items*)
  - 1. *Evaluation and Assessment of Patients' Nutritional Needs*
  
- B. Biennial Review of Medical Staff Policies (*action items*)
  - 1. *End of Life Option Act*
  - 2. *Standardized Procedure – Management of Chronic Illness Policy for the Nurse Practitioner or Certified Nurse Midwife*
  - 3. *Standardized Procedure – Management of Minor Trauma Policy for the Nurse Practitioner or Certified Nurse Midwife*
  - 4. *Standardized Protocol – Management of Chronic Illness for the Physician Assistant*
  - 5. *Standardized Protocol – Management of Minor Trauma for the Physician Assistant*
  - 6. *Standardized Protocol – Management of Acute Illness for the Physician Assistant*
  
- C. Medical Executive Committee Meeting Report (*information item*)



**NORTHERN INYO HEALTHCARE DISTRICT**  
**CLINICAL POLICY**

Title: Evaluation and Assessment of Patients' Nutritional Needs		
Owner: Registered Dietician	Department: Dietary	
Scope: In-patient, RD		
Date Last Modified: 09/22/2021	Last Review Date: No Review Date	Version: 3
Final Approval by: NIHD Board of Directors	Original Approval Date:	

**PURPOSE:**

To codify the method of evaluation and assessment of patients' nutritional needs by the healthcare team.

**POLICY:**

1. Evaluation and assessment of patients' nutritional needs by a Registered Dietitian shall be initiated within 48 hours in response to any of the following:
  - a. Malnutrition Screening Score of  $\geq 2$  as indicated in the initial screening titled "Adult Patient History" performed by a Registered Nurse
  - b. Consult order by Physician, Patient, Patient's representative, or member of the healthcare team
  - c. Order for tube feeding or parenteral nutrition
  - d. New diagnosis of Diabetes
  - e. Patients with Stage II or greater Pressure Injury
2. If a patient is NPO/CL diet for more than 3 days, patient shall be seen on the 4<sup>th</sup> day
3. If there is no nutritional risk, the Registered Dietitian will evaluate need for assessment in patients with a stay longer than 3 days (on the 4<sup>th</sup> day).
  - a. If full assessment is not warranted, a note shall be entered indicating reason why full assessment is not warranted
4. Obstetrical patients shall be seen upon consult by Physician, Patient, Patient's representative, or member of the healthcare team.
5. Best practices will include parameters of documentation using the Nutrition Care Process and standards set by the Academy of Nutrition and Dietetics.
6. Dietary assessment, recommendations, diet prescription, assessment of effects of nutritional therapy and follow-up must be charted upon completion of dietary assessment by the Dietitian.
7. Nutritional assessment calculations and recommendations are referenced from the Nutrition Care Manual and/or Academy of Nutrition & Dietetics unless specifically ordered otherwise by a physician.

**REFERENCES:**

1. Academy of Nutrition & Dietetics. eNCPT (2016)
2. California Code of Regulations: Title 22- Article 5, § 72523(a) (4-D) (2010)

**CROSS REFERENCE P&P:**

1. Nursing Assessment and Reassessment

**RECORD RETENTION AND DESTRUCTION:**

Per medical records policy at NIHD.

Supersedes: v.2 Evaluation and Assessment of Patients' Nutritional Needs
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## NORTHERN INYO HEALTHCARE DISTRICT CLINICAL POLICY AND PROCEDURE

Title: End of Life Option Act*		
Owner: MEDICAL STAFF DIRECTOR		Department: Medical Staff
Scope: Medical Staff		
Date Last Modified: 09/14/2021	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors		Original Approval Date: 11/17/2016

### PURPOSE:

Adult patients with a terminal illness shall have the option in the state of California to request an “aid-in-dying drug” from a physician, with the intent of self-administration to bring about his or her death.

### POLICY:

1. The End of Life Option Act may only be utilized by patients over the age of 18 years with a terminal disease with a life expectancy of six months or less. The patient must be a California resident.
2. The “aid-in-dying drug” may be prescribed by a physician who so chooses to participate in this process. Physicians may abstain from participation due to ethical conflicts. A physician, staff or employee that elects, for reasons of conscience, morality, or ethics, not to engage in activities authorized by the Act is not required to take any action in support of a patient’s request for a prescription for an aid-in-dying drug, including but not limited to, referral to another provider who participates in such activities.
3. The terminal diagnosis and prognosis must be medically confirmed by the attending physician and a consulting physician who has examined the patient.
4. The patient must have the capacity to make medical decisions. Concerns related to the patient’s ability to understand the nature and consequences of the decision to take an “aid-in-dying drug” may result in a required consultation with a psychiatrist or psychologist, pursuant to Section 4609 of the Probate Code.
5. Any member of the patient care team may answer questions related to the End of Life Option Act, but any request for planning of physician-assisted death must be referred to an “attending physician,” as defined in the Act.
6. Patients requesting lethal doses of a drug must satisfy all requirements of the Act in order to obtain the prescription for that drug. Such a request must be initiated by the patient and cannot be made through utilization of an Advance Health Care Directive, POLST or other document. It cannot be requested by the patient’s surrogate.
7. NIHD allows its physicians and other health care providers who qualify under the Act to participate in activities authorized by the End of Life Option Act, if they so choose. These providers may:
  - a. Perform the duties of an attending physician.
  - b. Perform the duties of a consulting physician
  - c. Perform the duties of a mental health specialist
  - d. Prescribe drugs under this Act
  - e. Fill a prescription under this Act

- f. Be present when the qualified patient self-administers the aid-in-dying drug provided that the physician does not participate or assist the patient in self-administering the life-ending drugs.

## DEFINITIONS (For Purposes of this Policy)

- **Aid-in-dying Drug:** a drug determined and prescribed by a physician for a qualified patient, which the qualified patient may choose to self-administer to bring about his or her death due to a terminal disease
- **Attending Physician:** the physician who has primary responsibility for the health care of the patient and treatment of the patient's terminal disease. An attending physician does not include a resident, fellow, physician assistant or nurse practitioner. The attending physician may not be related to the patient by blood, marriage, registered domestic partnership, or adoption, or be entitled to a portion of the patient's estate upon death. The attending physician may not serve as a witness to the patient's written request for aid-in-dying drug (see Appendix A).
- **Capacity to Make Health Care Decisions:** A patient who, in the opinion of the patient's attending physician, consulting physician or psychiatrist, pursuant to Probate Code section 4609, has the ability to understand the nature and consequences of a health care decision, the ability to understand its significant benefits, risks, and alternatives and the ability to make and communicate an "informed decision" (defined herein) to health care providers.
- **Consulting Physician:** A physician who is independent from the attending physician and who is qualified by specialty or experience to make a professional diagnosis regarding a patient's terminal illness. For the purposes of the definition of "independent", the consulting physician shall not work in the same clinical practice as the attending physician but may be members of the NIHD medical staff. The consulting physician may not be related to the patient by blood, marriage, registered domestic partnership, or adoption, or be entitled to a portion of the patient's estate upon death. A consulting physician does not include a resident, fellow, physician assistant or nurse practitioner.
- **Dispensing:** The aid-in-dying medication is packaged, labeled and delivered to the qualified individual. This does not refer to administration of the medication directly to the patient or by the patient (see Self-Administer/Administer below). Qualified professionals allowed to dispense aid-in-dying medications are physicians and pharmacists.
- **Informed decision:** A decision by a patient with a terminal disease to request and obtain a prescription for a drug that the patient may self-administer to end the patient's life, that is based on an understanding and acknowledgement of the relevant facts, and that is made after being fully informed by the attending physician of all of the following:
  1. The patient's medical diagnosis and prognosis;
  2. The potential risks associated with taking the drug to be prescribed;
  3. The probably result of taking the drug to be prescribed;
  4. The possibility that the individual may choose not to obtain the drug or may obtain the drug but may decide not to ingest it; and
  5. The feasible alternatives or additional treatment opportunities, including, but not limited to, comfort care, hospice care, palliative care, and pain control.
- **Mental Health Specialist:** Only a licensed psychiatrist or licensed psychologist may act as a mental health specialist. The mental health specialist may not be related to the patient by blood, marriage, registered domestic partnership, or adoption, or be entitled to a portion of the patient's estate upon death. It does not include a resident, fellow, physician assistant or nurse practitioner.
- **Self-Administer/Administer:** a qualified patient's affirmative, conscious, and physical act of administering and ingesting the aid-in-dying drug to bring about his or her death in the method prescribed by the physician.
- **Surrogate:** A surrogate decision maker can be an agent appointed in an advance health care directive or a durable power of attorney for health care, or a court appointed conservator of the person. When

patients without such an agent or conservator lose capacity to make health care decisions, a family member, domestic partner or persons with whom the patient is closely associated may be considered to act as surrogates for health care decisions

- **Terminal Disease:** an incurable and irreversible disease that has been medically confirmed and will, within reasonable medical judgment, result in death within six months.

## PROCEDURE:

### A. Requirements of the California End of Live Option Act

1. Patients qualified to request aid-in-dying drugs: Adult patients who have capacity to make health care decisions and who have a terminal disease may make a request to receive a prescription for an aid-in-dying drug if all of the following conditions are met:
  - a. The patient's attending physician has diagnosed the patient with a terminal disease;
  - b. The patient has voluntarily requested an aid-in-dying drug on three separate occasions as described herein;
  - c. The patient has the physical and mental capacity to self-administer the aid-in-dying drugs;
  - d. The patient is a California resident and is able to establish residency through at least one of the following:
    - i. Possession of a California Driver license or ID card issued by the State of California
    - ii. Registration to vote in California
    - iii. Evidence that the patient owns, rents or leases property in California
    - iv. The filing of a California tax return for the most recent tax year
  - e. Age or disability will not qualify an individual as a candidate for options under the Act. If there is concern regarding the voluntariness of the patient's request by any member of the health care team, or if there is disagreement between health care team members regarding whether the patient's needs can be met in ways other than by a prescription for an aid-in-dying drug, these concerns must be shared with the Ethics Committee which will pursue the concerns with the utmost seriousness to avoid inappropriate utilization or application of the Act.
2. Method of request for aid-in-dying drug and documentation requirements: Requests for aid-in-dying drugs must come directly and solely from the patient who will self-administer the drugs.
  - a. Two oral requests (made in person) that are made a minimum of 15 days apart. Patients who are unable to speak because of their medical condition shall communicate their request in a manner consistent with their inability to speak, such as through sign language. The attending physician must document these requests in the medical record (the Act does not specify any particular language);  
AND
  - b. One written request using the form required by the State of California "Request for an Aid-in-Dying Drug to End My Life in a Humane and Dignified Manner" (CHA Form 5-5). This form must be placed in the patient's medical record. Form 5-5 sets forth the following conditions:
    - i. The written request form (Form 5-5) must be signed and dated, in the presence of two witnesses, by the patient seeking the aid-in-dying drug.
    - ii. The witnesses must also sign the form and by so doing attest that to the best of their knowledge and belief the patient is all of the following:
      - (a) An individual who is personally known to them or has provided proof of identity.

- (b) An individual who voluntarily signed the request in their presence.
  - (c) An individual whom they believe to be of sound mind and not under duress, fraud or undue influence.
- c. The patient’s attending physician, consulting physician and mental health specialist cannot serve as witnesses. Additionally, only one witness may be related to the requesting patient by blood, marriage, registered domestic partnership or adoption or be entitled to a portion of the requesting patient’s estate upon death or own, operate or be employed by a health care facility where the patient is receiving medical care or resides.
- d. Within 48 hours prior to self-administration of the aid-in-dying drug, the patient must complete the State of California issued form “Final Attestation for an Aid-in-Dying Drug to End my Life in a Humane and Dignified Manner” (CHA Form 5-6). If the attending physician receives this document, he or she is required to put it in the patient’s medical record.
3. Responsibility of the attending physician: The responsibilities of an attending physician are non-delegable. Before prescribing the aid-in-dying drug, the attending physician must do all of the following:
- a. Make the initial determination about whether the patient is qualified under the Act as described in section A 1 above, including determination that:
    - i. The patient has capacity to make health care decisions
    - ii. The patient has a terminal disease, medically confirmed by a consulting physician
    - iii. The patient has made a voluntary request for an aid-in-dying drug, including completion of witness attestations that the patient is of sound mind and not under fraud, duress or undue influence
    - iv. The patient has met the residency requirements of the Act
  - b. Confirm that the patient is making an informed decision as defined herein.
  - c. Refer the patient to a consulting physician.
  - d. If the attending or consulting physician determines that the patient has indications of a mental disorder, the patient must be referred for a mental health assessment. This assessment must be documented in the patient’s medical record.
  - e. Confirm that the patient’s request does not arise from coercion or undue influence. The physician must do this by discussing with the patient, outside the presence of any other person (except for a provided interpreter when appropriate) whether or not the patient is feeling coerced or unduly influenced by another person. Family members or friends of the patient cannot act as interpreters.
  - f. Counsel the patient about the importance of:
    - i. Having another person present when he or she ingests the aid-in-dying drug.
    - ii. Not ingesting the aid-in-dying drug in a public place. “Public place” means any street, alley, park, public building, or any place of business or assembly open to or frequented by the public, and any other place that is open to the public view, or to which the public has access.
    - iii. Notifying the next of kin of his or her request for an aid-in-dying drug. A patient who declines or is unable to notify next of kin must not have his or her request denied for that reason.

- iv. Participating in a hospice program.
  - v. Maintaining the aid-in-dying drug in a safe and secure location until the patient takes it.
  - g. Inform the patient that he or she may withdraw or rescind the request for an aid-in-dying drug at any time and in any manner. The patient has the right to change his or her mind without regard to his or her mental state. Therefore, if a patient makes a request for an aid-in-dying drug while having capacity to make health care decisions, then loses his or her capacity, the patient can still decide not to take the aid-in-dying drug.
  - h. Offer the patient an opportunity to withdraw or rescind the request for an aid-in-dying drug before prescribing the drug.
  - i. Verify, for a second time, immediately before writing the prescription for an aid-in-dying drug, that the patient is making an informed decision.
  - j. Confirm that all requirements are met and all appropriate steps are carried out in accordance with the law (as outlined in this policy) before writing a prescription for an aid-in-dying drug.
  - k. Fulfill all the documentation requirements (see Section 6 below).
  - l. Inform NIHD Risk Manager that such a request has been made.
  - m. Complete the Attending Physician Checklist & Compliance form (CHA Form 5-7) and place it as well as the completed Consulting Physician Compliance form (CHA Form 5-8) in the patient's medical record. Arrange for the forms submittal to CDPH by the Attending Physician's Office.
  - n. Give the requesting patient the Final Attestation form (CHA Form 5-6) to the patient and instruct the patient about completing it.
  - o. Complete the Attending Physician Follow-up form (CHA Form 5-9) and submit it to CDPH through the Attending Physician's Office.
4. Responsibility of consulting physician: A physician who chooses to act as a consulting physician must not be involved in the patient's health care and must do all the following:
- a. Examine the patient and his or her relevant medical records.
  - b. Confirm in writing the attending physician's diagnosis and prognosis.
  - c. Determine that the individual has the capacity to make medical decisions, is acting voluntarily and has made an informed decision.
  - d. If the attending or consulting physician determines that the patient has indications of a mental disorder, the patient must be referred for a mental health assessment. This assessment must be documented in the patient's medical record.
  - e. Fulfill the documentation requirements (see section 6 below).
  - f. Complete the State of California form "End of Life Option Act Consulting Physician Compliance form (CHA Form 5-8).
5. Responsibility of mental health specialist: In the interest of protecting mentally ill patients, or patients lacking capacity, from receiving prescriptions for aid-in-dying drugs and to ensure a vigilant and systematic examination for depression or other mental health conditions that could be interfering with

informed decision, a mental health consultation may be ordered by either the attending or consulting physician.

A psychiatrist or psychologist who chooses to act as a mental health specialist must conduct one or more consultations with the patient and do all of the following:

- a. Examine the qualified patient and his or her relevant medical records.
  - b. Determine that the patient has the mental capacity to make medical decisions, act voluntarily, and make an informed decision.
  - c. Determine that the patient is not suffering from impaired judgment due to a mental disorder. Patients with depression are not automatically excluded and it must be determined that a mental illness is interfering with decision making capacity.
  - d. Document in the patient's medical record a report of the outcome and determinations made during the mental health specialist's assessment.
  - e. Fulfill the documentation requirements (see Section 6 below).
6. Documentation requirements: All of the following must be documented in the patient's medical record:
- a. All oral requests for aid-in-dying drugs.
  - b. All written requests for aid-in-dying drugs.
  - c. The attending physician's diagnosis and prognosis, and the determination that the qualified patient has the capacity to make healthcare decisions, is acting voluntarily, and has made an informed decision, or that the attending physician has determined that the individual is not a qualified patient.
  - d. The consulting physician's diagnosis and prognosis and verification that the qualified patient has the capacity to make health care decisions, is acting voluntarily and has made an informed decision, or that the consulting physician has determined that the individual is not a qualified patient.
  - e. A report of the outcome and determination made during a mental health specialist's assessment if indicated.
  - f. The attending physician's offer to the qualified patient to withdraw or rescind his or her request at the time of second oral request.
  - g. A note by the attending physician indicating that all requirements of the Act have been met and indicating the steps taken to carry out the request, including a notation of the aid-in-dying drug prescribed.
  - h. Death Certificate: The patient's underlying medical condition that qualified the patient for the aid-in-dying drug should be reported as the underlying cause of death. The ingestion of the aid-in-dying drug should be recorded as an antecedent cause. . The Act provides that actions taken under the Act shall not, for any purpose, constitute suicide, assisted suicide, homicide or elder abuse.
7. Use of an Interpreter: Requirements: The Northern Inyo Healthcare District policy "Language Services General Policy" shall be followed.
8. Prescribing or delivering the aid-in-dying drug: After the attending physician has fulfilled his or her responsibilities under the Act, the attending physician may deliver the aid-in-dying drug in any of the following ways:
- a. Dispensing the aid-in-dying drug directly, including ancillary medication intended to minimize the patient's discomfort, if the attending physician meets all of the following criteria:

- i. Is authorized to dispense medicine under California law (the Act does not specify which drugs can be used as an aid-in-dying drug);
  - ii. Has a current DEA certificate; and
  - iii. Complies with any applicable administrative rule or regulation.
- b. With the patient's written consent, contacting a pharmacist, informing the pharmacist of the prescription, and delivering the written prescription personally, by mail, or electronically to the pharmacist. It is not permissible to give the patient a written prescription to take to a pharmacy. The pharmacist may dispense the drug to the patient, the attending physician, or a person expressly designated by the patient. This designation may be delivered to the pharmacist in writing or verbally.
  - c. Delivery of the dispensed drug to the patient, the attending physician, or a person expressly designated by the patient may be made by personal delivery, or with a signature required on delivery, by UPS, US Postal Service, Federal Express or by messenger service.
  - d. Physicians should counsel patients that leftover aid-in-dying drugs should be properly disposed.
9. CDPH reporting requirements: Within 30 calendar days of writing a prescription for an aid-in-dying drug, the attending physician must submit the documents listed below to CDPH either by mail or by fax, (916) 440-5209. If mailed, the completed forms should be sent in envelopes marked "confidential" to:
- CDPH Public Health Policy and Research Branch  
Attention: End of Life Option Act  
MS 5205  
P.O. Box 997377  
Sacramento, CA 95899-7377
- a. A copy of the qualifying patient's written request: Request for an Aid-in-Dying Drug to End My Life in a Humane and Dignified Manner (CHA Form 5-5);
  - b. The End of Life Option Act Attending Physician Checklist & Compliance form (CHA Form 5-7);
  - c. The End of Life Option Act Consulting Physician Compliance form (CHA Form 5-8);
  - d. Within 30 calendar days following the qualified patient's death from ingesting the aid-in-dying drug, or any other cause, the attending physician must submit to CDPH the End of Life Option Act Attending Physician Follow-Up form (CHA Form 5-9).
  - e. Attached as Appendix A are the above-referenced forms (CHA 5-5, 5-6, 5-7, 5-8 and 5-9).

**REFERENCES:**

1. California Health and Safety Code section 443 et seq. (End of Life Option Act)
2. California Probate Code section 4609
3. California Hospital Association 2016 Consent Manual, *End of Life Option Act*, Section 5.27-5.39

**CROSS REFERENCE P&P:**

1. Language Services General Policy
2. Standard of Care: End of Life
3. Advanced Directive

**RECORD RETENTION AND DESTRUCTION:**

**CROSS REFERENCED POLICIES AND PROCEDURES:**

Supersedes: v.1 End of Life Option Act\*

Draft



**NORTHERN INYO HEALTHCARE DISTRICT  
CLINICAL STANDARDIZED PROCEDURE**

Title: Standardized Procedure – Management of Chronic Illness Policy for the Nurse Practitioner or Certified Nurse Midwife		
Owner: MEDICAL STAFF DIRECTOR	Department: Medical Staff	
Scope: Nurse Practitioner, Certified Nurse Midwife		
Date Last Modified: 08/27/2021	Last Review Date: No Review Date	Version: 3
Final Approval by: NIHD Board of Directors	Original Approval Date: 02/20/2019	

**PURPOSE:**

This standardized procedure developed for the use by the Nurse Practitioner (NP) and the Certified Nurse Midwife (CNM) is designed to establish guidelines that will allow the NP or CNM to manage chronic illness.

**POLICY:**

1. This standardized procedure and those authorized to work through this standardized procedure will meet all guidelines as outlined in the *General Policy for the Nurse Practitioner or Certified Nurse Midwife*.
2. This standardized procedure covers the management of chronic illness in children and adults in the ambulatory setting.
3. Circumstances:
  - a. Patient population: neonates, pediatrics, adults and geriatrics – as appropriate for specialty.
  - b. Settings: Northern Inyo Healthcare District (NIHD) and affiliated locations
  - c. Supervision: Physicians indicated in the supervisory agreements for the NP or CNM.

**PROCEDURE:**

1. Data Base
  - a. Subjective:
    - i. Pertinent history including symptoms related to the chronic illness.
    - ii. Present state of chronic illness (worse, better, stable).
    - iii. Historical information regarding relevant past medical problems.
    - iv. Effects of chronic illness on activities of daily living, psychological, physical and financial status.
    - v. Patient’s attitude and behaviors regarding the chronic illness.
    - vi. Patient’s physical, social, financial support systems.
    - vii. Documentation of complete history updated minimally on an annual basis.
  - b. Objective:
    - i. Complete pediatric WCC or adult HME annually.
    - ii. Physical assessment pertinent to chronic illness.
    - iii. Laboratory/diagnostic testing as indicated.

- c. Assessment
  - i. Qualification/quantification of chronic illness status.
  - ii. Record appropriately on patient chart.
- d. Plan
  - i. Medications as indicated (see *Furnishing of Medications/Devices Standardized Procedure*).
  - ii. Laboratory/diagnostic testing as indicated.
  - iii. Patient education appropriate to chronic illness and any procedures, diagnostic testing, or medications ordered.
  - iv. Order/perform therapeutic procedures as appropriate.
  - v. Order medical supplies and necessary equipment for treatment.
  - vi. Consult with and/or refer to supervising M.D. or patient's specialist for:
    - 1. Acute decompensation of chronic stable illness.
    - 2. Ambiguous diagnostic, physical or historical findings.
    - 3. Any needs of the NP and CNM requiring information/confirmation of management plans.
    - 4. Upon request of patient/family
  - vii. Refer as indicated to other services/specialties.
  - viii. Follow-up as indicated.

**REFERENCES:**

**RECORD RETENTION AND DESTRUCTION:**

Supersedes: v.2 Standardized Procedure – Management of Chronic Illness Policy for the Nurse Practitioner or Certified Nurse Midwife
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## APPROVALS

_____	_____
Chairman, Interdisciplinary Practice Committee	Date
_____	_____
Administrator	Date
_____	_____
Chief of Staff	Date
_____	_____
President, Board of Directors	Date

in review

**ATTACHMENT 1 – LIST OF AUTHORIZED NP’s or CNM’s**

1.	_____	_____	NAME
		DATE	
2.	_____	_____	NAME
		DATE	
3.	_____	_____	NAME
		DATE	
4.	_____	_____	NAME
		DATE	
5.	_____	_____	NAME
		DATE	
6.	_____	_____	NAME
		DATE	
7.	_____	_____	NAME
		DATE	
8.	_____	_____	NAME
		DATE	
9.	_____	_____	NAME
		DATE	
10.	_____	_____	NAME
		DATE	



**NORTHERN INYO HEALTHCARE DISTRICT  
CLINICAL STANDARDIZED PROCEDURE**

Title: Standardized Procedure – Management of Minor Trauma Policy for the Nurse Practitioner or Certified Nurse Midwife		
Owner: MEDICAL STAFF DIRECTOR	Department: Medical Staff	
Scope: Nurse Practitioner, Certified Nurse Midwife		
Date Last Modified: 08/27/2021	Last Review Date: No Review Date	Version: 3
Final Approval by: NIHD Board of Directors	Original Approval Date: 02/20/2019	

**PURPOSE:**

This standardized procedure developed for the use by the Nurse Practitioner (NP) and the Certified Nurse Midwife (CNM) is designed to establish guidelines that will allow the NP or CNM to manage minor trauma.

**POLICY:**

1. This standardized procedure and those authorized to work through this standardized procedure will meet all guidelines as outlined in the *General Policy for the Nurse Practitioner or Certified Nurse Midwife*.
2. This standardized procedure is designed to establish guidelines that will allow NP and CNM to manage ambulatory clients presenting with minor traumatic injuries.
3. Circumstances:
  - a. Patient population: neonates, pediatrics, adults and geriatrics – as appropriate for specialty.
  - b. Settings: Northern Inyo Healthcare District (NIHD) and affiliated locations
  - c. Supervision: Physicians indicated in the supervisory agreements for the NP or CNM.

**PROCEDURE:**

1. Data Base
  - a. Subjective:
    - i. Obtain pertinent history related to the injury or traumatic event.
    - ii. Collect appropriate information, including past medical history, review of systems, allergies, immunizations, and medications.
  - b. Objective:
    - i. Perform limited physical examinations pertinent to the injury, including any possible involved organ system.
    - ii. Obtain appropriate evaluative studies, including but not limited to, lab work and x-rays (see *Laboratory and Diagnostic Testing Standardized Procedure*).
  - c. Assessment
    - i. Formulate a working diagnosis consistent with data base collected.
  - d. Plan
    - i. If indicated, develop or initiate a therapeutic regimen including, but not limited to, the following:

1. Physician consultation prior to management as per policy statement or in the following cases:
  - a. Any injury threatening to life or limb.
  - b. Any laceration requiring complicated suture closure (see *Minor Surgical Procedures – Standardized Procedure*).
  - c. Any fracture or injury requiring immobilization by full casting.
  - d. Complicated or extensive burns.
  - e. Injury that may involve litigation or compensation.
  - f. Any case where surgical intervention may be needed.
2. Further diagnostic tests.
3. Skin/wound care appropriate to injury.
4. Apply or furnish appropriate medications and/or immunizations.
5. Refer to appropriate support services which may include Rehabilitative services.
6. Develop appropriate follow-up care plan to maximize healing and rehabilitation.
  - a. Provide appropriate health education materials including, but not limited to, cast care and precautions, head trauma, suture care, and use of oral or topical medications.
  - b. Schedule follow-up appointments as appropriate.
7. Update problem list.

**REFERENCES:**

**RECORD RETENTION AND DESTRUCTION:**

Supersedes: v.2 Standardized Procedure – Management of Minor Trauma Policy for the Nurse Practitioner or Certified Nurse Midwife
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## APPROVALS

_____	_____
Chairman, Interdisciplinary Practice Committee	Date
_____	_____
Administrator	Date
_____	_____
Chief of Staff	Date
_____	_____
President, Board of Directors	Date

in review

**ATTACHMENT 1 – LIST OF AUTHORIZED NP’s or CNM’s**

1.	_____	_____	NAME
		DATE	
2.	_____	_____	NAME
		DATE	
3.	_____	_____	NAME
		DATE	
4.	_____	_____	NAME
		DATE	
5.	_____	_____	NAME
		DATE	
6.	_____	_____	NAME
		DATE	
7.	_____	_____	NAME
		DATE	
8.	_____	_____	NAME
		DATE	
9.	_____	_____	NAME
		DATE	
10.	_____	_____	NAME
		DATE	



**NORTHERN INYO HEALTHCARE DISTRICT  
CLINICAL STANDARDIZED PROTOCOL**

Title: Standardized Protocol – Management of Chronic Illness for the Physician Assistant		
Owner: MEDICAL STAFF DIRECTOR	Department: Medical Staff	
Scope: Physician Assistants		
Date Last Modified: 08/27/2021	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors		Original Approval Date: 02/20/2019

**PURPOSE:**

1. This standardized protocol is designed to establish guidelines that will allow the Physician Assistant (PA) to manage chronic illnesses.

**POLICY:**

1. This standardized protocol and those authorized to work through this standardized protocol will meet all guidelines as outlined in the *General Policy for the Physician Assistant*.
2. Circumstances:
  - a. Patient population: pediatric and adult patients
  - b. Setting: Northern Inyo Healthcare District (NIHD) and affiliated locations
  - c. Supervision: Physicians indicated in the Delegation of Services Agreement.

**PROTOCOL:**

1. Definition: this protocol covers the management of chronic illness in children and adults at NIHD and affiliated locations.
2. Data Base:
  - a. Subjective:
    - i. Pertinent history including symptoms related to the chronic illness.
    - ii. Present state of chronic illness (patient’s perception).
    - iii. Historical information regarding relevant past medical problems.
    - iv. Effects of chronic illness on activities of daily living, psychological, physical and financial status.
    - v. Patient’s attitude and behaviors regarding the chronic illness.
    - vi. Patient’s physical, social, financial support systems.
    - vii. Documentation of complete history updated minimally on an annual basis.
  - b. Objective:
    - i. Complete pediatric Well Child Care (WCC) or adult Health Maintenance Exam (HME) annually.
    - ii. Physical assessment pertinent to chronic illness.

- iii. Laboratory/diagnostic testing as indicated.
- c. Assessment:
  - i. Qualification/quantification of chronic illness status.
  - ii. Record appropriately on patient chart.
- d. Plan:
  - i. Medications as indicated (see Delegation of Services Agreement.)
  - ii. Laboratory/diagnostic testing as indicated.
  - iii. Patient education appropriate to chronic illness and any procedures, diagnostic testing, or medications ordered.
  - iv. Order/perform therapeutic procedures as appropriate.
  - v. Order medical supplies and necessary equipment for treatment.
  - vi. Refer as indicated to other specialists/services/school programs.
  - vii. Follow-up as indicated.
- e. Physician consultation is to be obtained under the following circumstances:
  - i. Emergent conditions requiring prompt medical intervention after the initial stabilizing care has been started.
  - ii. Acute decompensation of patient situation.
  - iii. Problem which is not resolving as anticipated.
  - iv. History, physical, or lab finding inconsistent with the clinical picture.
  - v. Upon request of patient, nurse, or supervising physician.

**REFERENCES:**

- 1. UpToDate-evidence-based, Physician-authorized clinical decision support resource

**ATTACHMENTS:**

- 1. List of Authorized Physician Assistants and Supervising Physicians

**RECORD RETENTION AND DESTRUCTION:**

Supersedes: v.1 Standardized Protocol – Management of Chronic Illness for the Physician Assistant
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**NORTHERN INYO HEALTHCARE DISTRICT  
CLINICAL STANDARDIZED PROTOCOL**

Title: Standardized Protocol - Management of Minor Trauma for the Physician Assistant		
Owner: MEDICAL STAFF DIRECTOR	Department: Medical Staff	
Scope: Physician Assistants		
Date Last Modified: 08/27/2021	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 02/20/2019	

**PURPOSE:**

1. This standardized protocol is designed to establish guidelines that will allow the Physician Assistant (PA) to manage patients presenting with minor traumatic injuries.

**POLICY:**

1. This standardized protocol and those authorized to work through this standardized protocol will meet all guidelines as outlined in the *General Policy for the Physician Assistant*.
2. Circumstances:
  - a. Patient population: pediatric and adult patients
  - b. Setting: Northern Inyo Healthcare District (NIHD) and affiliated locations
  - c. Supervision: Physicians indicated in the Delegation of Services Agreement

**PROTOCOL:**

1. Data Base:
  - a. Subjective:
    - i. Obtain pertinent history related to the injury or traumatic event.
    - ii. Collect appropriate information, including past medical history, review of systems, allergies, immunizations, and medications.
  - b. Objective:
    - i. Perform limited physical examinations pertinent to the injury, including any possible involved organ system.
    - ii. Obtain appropriate evaluative studies, including but not limited to, lab work and x-rays (see Laboratory and Diagnostic Testing protocol).
2. Assessment:
  - a. Formulate a working diagnosis consistent with data base collected.
3. Plan:
  - a. If indicated, develop or initiate a therapeutic regimen including, but not limited to, the following:
    - i. Physician consultation prior to management as per policy statement or in the following cases:
      1. Any injury threatening to life or limb.
      2. Any laceration requiring complicated suture closure (see minor surgical protocol).

3. Any fracture or injury requiring immobilization by full casting.
  4. Complicated or extensive burns.
  5. Injury that may involve litigation or compensation.
  6. Any case where surgical intervention may be needed.
- ii. Further diagnostic tests.
  - iii. Skin/wound care appropriate to injury.
  - iv. Apply or furnish appropriate medications and/or immunizations.
  - v. Refer to appropriate support services including Physical Therapy, and “in-house” support services.
  - vi. Develop appropriate follow-up care plan to maximize healing and rehabilitation.
    1. Provide appropriate health education materials including, but not limited to, cast care and precautions, head trauma, suture care, and use of oral or topical medications.
    2. Schedule follow-up appointments as appropriate.
  - vii. Update problem list.

**REFERENCES:**

1. UpToDate-evidence-based, Physician-authorized clinical decision support resource

**ATTACHMENTS:**

1. List of Authorized Physician Assistants and Supervising Physicians

**RECORD RETENTION AND DESTRUCTION:**

Supersedes: v.1 Standardized Protocol - Management of Minor Trauma for the Physician Assistant
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**NORTHERN INYO HEALTHCARE DISTRICT  
CLINICAL STANDARDIZED PROTOCOL**

Title: Standardized Protocol – Management of Acute Illness for the Physician Assistant		
Owner: MEDICAL STAFF DIRECTOR	Department: Medical Staff	
Scope: Physician Assistants		
Date Last Modified: 08/27/2021	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 02/20/2019	

**PURPOSE:**

1. This standardized protocol is designed to establish guidelines that will allow the Physician Assistant (PA) to medically manage acute illnesses and conditions.

**POLICY:**

1. This standardized protocol and those authorized to work through this standardized protocol will meet all guidelines as outlined in the *General Policy for the Physician Assistant*.
2. Circumstances:
  - a. Patient population: pediatric and adult patients
  - b. Setting: Northern Inyo Healthcare District (NIHD) and affiliated locations
  - c. Supervision: Physicians indicated in the Delegation of Services Agreement

**PROTOCOL:**

1. Definition: this protocol covers the medical management of acute illness, allergies, symptomatic complaints and emergencies in children and adults presenting to NIHD and affiliated locations.
2. Data Base:
  - a. Subjective:
    - i. Historical information relevant to the acute illness.
    - ii. Historical information regarding concurrent problems.
    - iii. Historical information regarding relevant past medical problems.
    - iv. Patient’s/family’s efforts to treat the illness/condition.
    - v. History of allergic/adverse reactions to medications.
    - vi. Status of patient’s functional and instrumental abilities.
  - b. Objective:
    - i. Perform physical exam pertinent to presenting symptoms.
    - ii. Evaluate severity of complaint (i.e., vital sign changes, level of consciousness, unusual or unexpected symptoms).
    - iii. Order laboratory testing and diagnostic procedure as indicated.

- c. Assessment:
  - i. Diagnosis consistent with subjective and objective findings.
  - ii. Record data on appropriate areas on patient's chart.
- d. Plan:
  - i. Medications as indicated (see Delegation of Services Agreement.)
  - ii. Order further diagnostic testing as indicated.
  - iii. Patient education appropriate to acute illness and any procedures, diagnostic testing, or medications ordered.
  - iv. Order/perform therapeutic procedures as appropriate.
  - v. Order medical supplies and necessary equipment for treatment.
  - vi. Refer as indicated to other services/specialties.
  - vii. Follow-up as indicated.
- e. Physician consultation is to be obtained under the following circumstances:
  - i. Emergent conditions requiring prompt medical intervention after the initial stabilizing care has been started.
  - ii. Acute decompensation of patient situation.
  - iii. Problem which is not resolving as anticipated.
  - iv. History, physical, or lab finding inconsistent with the clinical picture.
  - v. Upon request of patient, nurse, or supervising physician.

**REFERENCES:**

- 1. UpToDate-evidence-based, Physician-authorized clinical decision support resource

**ATTACHMENTS:**

- 1. List of Authorized Physician Assistants and Supervising Physicians

**RECORD RETENTION AND DESTRUCTION:**

Supersedes: v.1 Standardized Protocol – Management of Acute Illness for the Physician Assistant
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RESOLUTION NO. 21-07

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 20<sup>th</sup> day of October, 2021 by the following roll call vote:

AYES:

NOES:

ABSENT:

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Robert Sharp, Chair  
Board of Directors

ATTEST:

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

CALL TO ORDER                      The meeting was called to order at 5:32 pm by Robert Sharp, District Board Chair.

PRESENT                                Robert Sharp, Chair  
Jody Veenker, Vice Chair  
Mary Mae Kilpatrick, Secretary  
Topah Spoonhunter, Treasurer  
Jean Turner, Member-at-Large  
Kelli Davis MBA, Interim Chief Executive Officer and Chief Operating Officer  
Vinay Behl, Interim Chief Financial Officer  
Joy Engblade MD, Chief Medical Officer  
Allison Partridge RN, MSN, Chief Nursing Officer  
Sierra Bourne MD, Chief of Staff  
Keith Collins, General Legal Counsel (Jones & Mayer)

OPPORTUNITY FOR PUBLIC COMMENT                      Mr. Sharp 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. Comments were heard from the following:

- Brooklyn Burley
- Andrea Daniels
- Tim Oakes
- Heather Edwall
- Summer Gilstrap
- Eddie Davis

REQUEST TO ADD TO AGENDA, CLOSED SESSION ITEM                      Mr. Sharp requested that the Board of Directors consider adding two items to the agenda for this meeting, due to the fact that an immediate need to take action exists and because both items came to the attention of the District Board of Directors and District Administration following the posting of the agenda for this meeting. The request is to place these two items on the Closed Session portion of the Agenda for this meeting under item 3A as follows:

- *Emergency District Impact of California Department of Public Health (CDPH) mandate of Health Care Workers Vaccine*

*Requirement*

Conference with legal Counsel- anticipated litigation significant exposure to litigation (*pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: (one case)*)

It was moved by Jean Turner, seconded by Jody Veenker, and unanimously passed to approve the addition of this agenda item as requested.

- *Pioneer Home Health Care refusing to provide financial information to the District.*

Conference with legal Counsel- anticipated litigation significant exposure to litigation (*pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: (one case)*)

It was moved by Ms. Veenker, seconded by Mary Mae Kilpatrick, and unanimously passed to approve the addition of this agenda item as requested.

ADJOURNMENT TO  
CLOSED SESSION

At 5:50 pm Mr. Sharp reported the meeting would adjourn to Closed Session to allow the District Board of Directors to discuss:

- A. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION  
Significant exposure to litigation (*pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: (five cases)*)
- B. Public Employee Performance Evaluation (*pursuant to Government Code Section 54957 (b)) title: Interim Chief Executive Officer.*)

RETURN TO OPEN  
SESSION AND REPORT  
OF ACTION TAKEN

At 9:43 pm the meeting returned to Open Session. At this time Mr. Sharp left the room and Ms. Veenker became Board Chair for the remainder of the meeting during Open Session. Ms. Veenker reported that the District Board of Directors has decided that a letter will be submitted to CDPH regarding the Health Care Worker Vaccine Requirement mandate and the impact this will have on the Rural Healthcare District. The letter will be available to the public as soon as it submitted.

NEW BUSINESS

ACHD DIVERSITY,  
EQUITY AND  
INCLUSIVITY PILOT  
PROGRAM

Interim Chief Executive Officer and Chief Operating Officer Kelli Davis, MBA, provided information regarding an application that was submitted to ACHD to allow the District to participate in the Diversity, Equity and Inclusivity Pilot Programs. Ms. Davis called to attention the need to select a Board Member to participate in the training of this program. ACHD recommends that participants include executive and trustees. Ms. Davis also

explained that there will be a training session next week that she will be attending, and can provide additional information to the Board on what these trainings will entail. Mrs. Veenker expressed interest in attending the training session with Ms. Davis. Topah Spoonhunter also expressed interest in participating in this program if other members of the Board are not able to participate. A decision to appoint a representative was then tabled, pending an update on the details of the training. No action was taken.

NORTHERN INYO  
HEALTHCARE DISTRICT  
ANNUAL REPORT 2019-  
2020

Ms. Davis provided an overview of the Northern Inyo Healthcare District's Annual Report and explained that this is the first Annual Report for the District. Ms. Davis thanked Interim Chief Financial Officer, Vinay Behl and NIHD Strategic Communications Specialist, Barbara Laughon for all of their hard work and the details that went into preparing this report for the District.

Ms. Veenker and Ms. Turner also expressed their appreciation for all the hard work, detail and quality of the photos.

NORTHERN INYO  
HEALTHCARE DISTRICT  
CHIEF EXECUTIVE  
OFFICER JOB  
DESCRIPTION WITH  
PHYSICAL  
REQUIREMENTS

Ms. Turner explained that after speaking with members of the Search Committee a question arose regarding the education and experience requirements for the Chief Executive Officer position. Ms. Turner requested that Board of Directors consider adding "relevant experience" to this job description. No action was taken.

NORTHERN INYO  
HEALTHCARE DISTRICT  
INTERIM CHIEF  
EXECUTIVE OFFICER  
EMPLOYMENT  
CONTRACT

Compliance Officer, Patty Dickson called attention to approval of the proposed Northern Inyo Healthcare District Interim Chief Executive Officer Employment Contract. Ms. Kilpatrick requested that the contract be updated with the correct grammar corrections from "he" to "she" & "his" to "hers" all throughout the entire contract.

It was moved by Ms. Turner, seconded by Mr. Spoonhunter, and passed with 3 in favor and 1 abstention vote to approve the Northern Inyo Healthcare District Interim Chief Executive Officer Employment Contract with the correction in grammar as stated by Ms. Kilpatrick.

AYES: Jean Turner, Topah Spoonhunter, Jody Veenker

NOES:

ABSENT: Robert Sharp

ABSTAIN: Mary Mae Kilpatrick

CHIEF OF STAFF  
REPORT

MEDICAL STAFF  
APPOINTMENTS &  
PRIVILEGES

Chief of Staff, Sierra Bourne, MD reported following careful review, consideration, and approval by the Medical Executive Committee recommends the approval of the following Medical Staff Appointments & Privileges:

1. Siyavash Fooladian, MD (anesthesiology) – appointment to Courtesy Staff
2. Wanda Lam, MD (general surgery) – appointment to Courtesy Staff

It was moved by Jean Turner, seconded by Ms. Kilpatrick, and passed with a 4 to 0 vote to approve the two Medical Staff Appointment & Privileges as presented.

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

NOES:

ABSENT: Robert Sharp

ABSTAIN:

REQUEST FOR  
ADDITIONAL  
PRIVILEGES

Doctor Bourne additionally reported that the Medical Executive Committee requests approval of granting of Additional Privileges for the following:

1. Truong Quach, MD (family medicine/hospitalist) – request for outpatient Internal Medicine privileges and additional procedural ‘special privileges’.

It was moved by Ms. Turner, seconded by Ms. Kilpatrick and passed with a 4 to 0 vote to approve the request for Additional Privileges for Doctor Quach as presented.

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

NOES:

ABSENT: Robert Sharp

ABSTAIN:

CHANGES IN MEDICAL  
STAFF CATEGORY

Doctor Bourne also reported that the Medical Executive Committee recommends approval of the following:

1. Jay Harness, MD (breast surgery) – request to change staff category from Active Staff to Honorary Staff. Privileges will no longer be active.

It was moved by Ms. Kilpatrick, seconded by Ms. Turner and passed with a 4 to 0 vote to approve the Change in Medical Staff Category as requested.

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

NOES:

ABSENT: Robert Sharp

ABSTAIN:

**MEDICAL STAFF  
RESIGNATIONS**

Doctor Bourne also reported that the Medical Executive Committee recommends approval of the following Medical Staff resignations:

1. Charlotte Helvie, MD (Pediatrics) - 5/14/2021
2. Vanessa Blasic, PA-C (Urology) - 9/1/2021
3. Matthew Ercolani, MD (Urology) - 9/1/2021
4. Ali Kasraeian, MD (Urology) - 9/1/2021
5. Jeffrey La Rochelle, MD (Urology) - 9/1/2021
6. Jocelyn Moll, NP (Urology) - 9/1/2021
7. Jason Phillips, MD (Urology) - 9/1/2021
8. Michael Santomauro, MD (Urology) - 9/1/2021
9. Arin Stephens, PA-C (Urology) - 9/1/2021
10. Daniel Su, MD (Urology) - 9/1/2021

Chief Medical Officer, Joy Engblade explained that this is a group of physicians that will be making a transition with other medical providers.

It was moved by Mr. Spoonhunter, seconded by Ms. Turner and passed with a 4 to 0 vote to approve the all ten Medical Staff Resignations as requested.

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

NOES:

ABSENT: Robert Sharp

ABSTAIN:

**POLICY AND  
PROCEDURE  
APPROVALS**

Doctor Bourne additionally reported that the Medical Executive Committee recommends approval of the following Policies and Procedures:

1. Medical Staff History and Physical (H&P) Policy
2. Medical Records Delinquency Policy

It was moved by Ms. Turner, seconded by Ms. Kilpatrick, and passed with a 4 to 0 vote to approve both of the Policies and Procedures as presented.

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

NOES:

ABSENT: Robert Sharp

ABSTAIN:

**UPDATED PRIVILEGE  
FORMS**

Doctor Bourne additionally reported that the Medical Executive Committee recommends approval of updates to the following Privilege Forms:

1. Anesthesiology
2. Family Medicine
3. Ophthalmology

It was moved by Ms. Kilpatrick, seconded by Mr. Spoonhunter, and passed with a 4 to 0 vote to approve the all three Updated Privilege Forms as presented.

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

NOES:

ABSENT: Robert Sharp

ABSTAIN:

BIENNIAL REVIEW OF  
MEDICAL STAFF  
POLICIES

Doctor Bourne also reported that the Medical Executive Committee recommends approval of these Medical Staff Polices:

1. Disclosure of Unanticipated Outcome
2. Medical Ethics Referrals and Consultations
3. Pediatric and Newborn Consultation Requirements

It was moved by Ms. Turner, seconded by Ms. Kilpatrick, and passed with a 4 to 0 vote to approve the all three Biennial Review of Medical Staff Policies as presented.

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

NOES:

ABSENT: Robert Sharp

ABSTAIN:

MEDICAL EXECUTIVE  
COMMITTEE REPORT

Doctor Bourne also reported that a small group of medical staff were able to gather a few weeks ago for the first time and exchange positive feedback with each other to help combat physician burn out during these challenging times and would also like to thank the District for the funds.

CONSENT AGENDA

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

- Pioneer Home Health Quarterly Report
- Eastern Sierra Emergency Physician Quarterly Report
- Compliance Department Quarterly Report
- Approval of minutes of the July 7, 2021 special meeting
- Approval of minutes of the July 21, 2021 regular meeting
- Financial and Statistical Report as of June 30, 2021
- Human Resources Employee Handbook Policies

It was moved by Mr. Spoonhunter, seconded by Ms. Turner, and passed with a 4 to 0 vote to approve all seven Consent Agenda items as presented.

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

REPORTS FROM BOARD MEMBERS

Ms. Veenker asked if any members of the Board of Directors wished to report on any items of interest. Mr. Spoonhunter reported that the Search Committee would be performing their first round of interviews for the CEO position to six potential candidates. He additionally reported that there were a great number of candidates that have a wide range of experience all throughout the country. They are making a big effort in analyzing all of the skills and strengths each candidate has to offer. Ms. Turner also concurred with Mr. Spoonhunter on this update.

Ms. Kilpatrick also reported that in the next year the District will be looking into getting a new transportation vehicle with wheelchair accessibility for the CareShuttle. She expressed the importance of advertising this service to the community. She also reported that NIHD has received approximately \$5,000 in contributions so far.

ADJOURNMENT

The meeting adjourned at 10:28 pm.

\_\_\_\_\_  
Robert Sharp, Chair

Attest:

\_\_\_\_\_  
Mary Mae Kilpatrick, Secretary

CALL TO ORDER                    The meeting was called to order at 5:36 pm, by Robert Sharp, District Board Chair.

PRESENT                            Robert Sharp, Chair  
Jody Veenker, Vice Chair  
Mary Mae Kilpatrick, Secretary  
Topah Spoonhunter, Treasurer  
Jean Turner, Member-at-Large  
Kelli Davis MBA, Interim Chief Executive Officer and Chief Operating Officer  
Vinay Behl, Interim Chief Financial Officer  
Joy Engblade MD, Chief Medical Officer  
Allison Partridge RN, MSN, Chief Nursing Officer  
Keith Collins, General Legal Counsel (Jones & Mayer)

ABSENT                             Sierra Bourne MD, Chief of Staff

OPPORTUNITY FOR PUBLIC COMMENT                    Mr. Sharp 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. 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. Comments were heard from the following:

- Michelle Scott
- Heleen Welvaart
- Anneke Bishop
- Kaylyn Rickford
- Cathy Poquette
- Samantha Bumgarner
- Laura Partridge
- Renee Mattovich
- Oscar Morales
- Ron Daywalt
- Carrie Rivera
- Nita Eddy
- Cheryl Aguilar
- Shawn Delehanty
- Johannes Kuurne
- Ben Mcshan
- Vicki Labraque

- Chris Cauldwell
- Teeheenah Duckey
- Tammy Warner
- Garrett Carr
- Stayce Peterson
- Montana Bazzell

**URGENT NEED TO ADD TO THE AGENDA**

Interim Chief Financial Officer, Vinay Behl requested that the Board of Directors consider adding one item to the agenda for this week's meeting, due to the fact that an immediate need to discuss potential actions exists and because this item came to the attention of District Administration following posting of the agenda for this meeting. The item is:

- ADP Renegotiated Contract Review

It was moved by Jean Turner, seconded by Jody Veenker, and unanimously passed to approve the addition of this agenda item as requested.

**ADJOURNMENT TO CLOSED SESSION**

At 6:49 pm Mr. Sharp reported the meeting would adjourn to Closed Session to allow the District Board of Directors to discuss:

- A. CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code Section 54957.6.
- B. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION Significant exposure to litigation (pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: (two cases)
- C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code section 54956.9: (one case)
- D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: District Legal Counsel, Gov. Code. 54957(b) (1).
- E. PUBLIC EMPLOYEE APPOINTMENT pursuant to Government Code 54957 Title: Chief Executive Officer

**RETURN TO OPEN SESSION AND REPORT OF ANY ACTION TAKEN**

Mr. Sharp additionally noted that it was not anticipated that any action would be reported out following the conclusion of Closed Session.

At 10:26 pm, the meeting returned to Open Session. Mr. Sharp reported that the Board took no reportable action.

NEW BUSINESS

JONES AND MAYER  
CONTRACT REVIEW

Mr. Sharp called attention to review the Jones and Mayer Contract. Mr. Sharp recommended that additional language be included to the agreement that would allow legal counsel to be able to meet remotely. He requested that the Board consider approving this contract for a 12-month period.

It was moved by Ms. Veenker, seconded by Mary Mae Kilpatrick, and unanimously passed to approve the Jones and Mayer Contract, with the recommendations as requested by Mr. Sharp.

REQUEST TO TABLE  
OPEN SESSION ITEMS

Ms. Veenker requested that the following Open Session items be tabled and discussed at the next regular board meeting:

- 5B. Pioneer Home Health Care Component Presentation by Noel Caughman with BBK Law Firm (*Board will receive this presentation*)
- 5D. Compliance and Business Ethics Committee (*Board will consider the appointment of a representative*)
- 5E. Chief Executive Officer Search Update (*Board will receive an update*)

She explained that this request would allow the Board of Directors to address the following urgent item:

- ADP Renegotiated Contract Review

It was moved by Ms. Veenker, seconded by Ms. Turner and unanimously passed to table open session items 5B, 5D, 5E and address the urgent ADP Renegotiated Contract Review item as requested.

ADP RENEGOTIATED  
CONTRACT REVIEW

Vinay Behl, Interim Financial Officer provided an overview of the ADP Renegotiated Contract, he explained that the updates to this contract would include add features such as; Empower 401K, Federal and Tax Regulatory updates, and upgraded staff support for the Payroll department. The implementation process will begin right away with a target goal for Go-Live January 1, 2022.

It was moved by Ms. Veenker, seconded by Topah Spoonhunter, and passed with a 4 in favor and 1 abstention vote to approve the ADP Renegotiated Contract as requested.

AYES: Jean Turner, Topah Spoonhunter, Jody Veenker, Robert Sharp

NOES:

ABSENT:

ABSTAIN: Mary Mae Kilpatrick

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

Scott Hooker called attention to the Approval of the Pharmacy and Infusion Project Preliminary Budget of \$3,000,000.00, he explained that the report to OSHPD was submitted for approval and was expedited quickly. Additionally he added that Colombo Constructions has agreed to the terms and the approved budget to begin with constructions. In addition, Louis Vargas with Colombo Construction stated that Cal OSHPD realizes the urgency to begin construction immediately. He also commented that OSHPD has been extremely helpful throughout the process of this project.

It was moved by Jean Turner, seconded by Mary Mae Kilpatrick, and unanimously passed to approve the Pharmacy and Infusion Project Preliminary Budget \$3,000,000.00 as presented.

CHIEF OF STAFF  
REPORT  
  
MEDICAL STAFF  
RESIGNATIONS

On behalf of Chief of Staff Sierra Bourn, MD, Joy Engblade, MD Medical Chief Officer, reported following careful review and consideration the Medical Executive Committee recommends approval of the following Medical Staff Resignation:

1. Arrash Fard, MD (cardiology) – telemedicine staff; Adventist Health – effective 8/31/2021

Dr. Engblade explained that this provider has stopped seeing patients, and is resigning for personal reasons.

It was moved by Ms. Veenker, seconded by Ms. Kilpatrick, and unanimously passed to approve the Medical Staff Resignation as requested.

POLICY AND  
PROCEDURE  
APPROVALS

Doctor Engblade also reported following careful review, consideration, and approval by the appropriate Committees the Medical Executive Committee recommends approval of the following District-Wide Policies and Procedures:

1. Safe Patient Handling – Minimal Lift Program
2. Packing Blood Products in Transport Containers
3. Safe-T-Vue 10 Non-reversible Temperature Indicators - Direction for Use
4. Returning Dispensed Blood Products to Inventory
5. ABO/Rh Confirmation Testing - Patients
6. ABO/Rh Testing for Adults
7. "Crash Pack" Emergency Dispense of Uncrossmatched Blood - Preparation and Reconciliation
8. Dispensing Blood Products - Non-emergent
9. Transfusion Criteria
10. Cerebrospinal Fluid Cultures
11. Principles of Asepsis In The Operating Room

12. Warming Cabinet for Blankets/Solutions
13. Credentialing – daVinci Robotic Surgery

It was moved by Ms. Kilpatrick, seconded by Ms. Turner, and unanimously passed to approve all thirteen Policies and Procedures as presented.

**BIENNIAL REVIEW OF  
MEDICAL STAFF  
POLICIES**

Doctor Englade additionally reported following careful review and consideration the Medical Executive Committee recommends approval of the following Biennial Review of Medical Staff Policies:

1. Standardized Protocol - General Policy for the Physician Assistant
2. Standardized Procedure - Furnishing Medications/Devices Policy for the Nurse Practitioner or Certified Nurse Midwife
3. Standardized Procedure - Laboratory and Diagnostic Testing Policy for the Nurse Practitioner or Certified Nurse Midwife
4. Standardized Protocol - Laboratory and Diagnostic Testing Policy for the Physician Assistant
5. Standardized Protocol - Medication/Device Policy for the Physician Assistant
6. Standardized Protocol - Minor Surgical Policy for the Physician Assistant
7. Standardized Procedure - Minor Surgical Procedures Policy for the Nurse Practitioner or Certified Nurse Midwife
8. Standardized Procedure - Management of Acute Illness Policy for the Nurse Practitioner or Certified Nurse Midwife

It was moved by Ms. Veenker, seconded by Mr. Spoonhunter, and unanimously passed to approve all eight Biennial Review of Medical Staff Policies as presented.

**MEDICAL EXECUTIVE  
COMMITTEE REPORT**

Doctor Englade also provided a report on the Medical Executive Committee; she reported that some departments are currently understaffed and COVID supplies are low. In addition, she reported that Dr. Bourne is making efforts to organize the next medical staff-socializing event.

Mr. Sharp express that if there is anything that the Board can help with to please let them know.

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**CONSENT AGENDA**

Mr. Sharp called attention to the Consent Agenda for this meeting which contained the following items:

1. Interim Chief Executive Officer Report
2. Chief Medical Officer Report
3. Policies and Procedures approval

It was moved by Ms. Kilpatrick, seconded by Ms. Veenker, and

unanimously passed to approve all three Consent Agenda items as presented.

REPORTS FROM  
BOARD MEMBERS

Mr. Sharp also asked if any members of the Board of Directors wished to report on their attendance at any NIHD Committee meetings. Mr. Spoonhunter expressed that he will not be available to attend next month's Regular Board Meeting. Mr. Sharp provided a communications update from Mammoth Hospital.

ADJOURNMENT

The meeting adjourned at 10:44 pm.

\_\_\_\_\_  
Robert Sharp, Chair

Attest:

\_\_\_\_\_  
Mary Mae Kilpatrick, Secretary

- CALL TO ORDER**                    The meeting was called to order at 5:30 pm by Robert Sharp, District Board Chair.
- PRESENT**                             Robert Sharp, Chair  
Jody Veenker, Vice Chair  
Mary Mae Kilpatrick, Secretary  
Topah Spoonhunter, Treasurer  
Jean Turner, Member-at-Large  
Kelli Davis MBA, Interim Chief Executive Officer and Chief Operating Officer  
Vinay Behl, Interim Chief Financial Officer  
Joy Engblade MD, Chief Medical Officer  
Allison Partridge RN, MSN, Chief Nursing Officer  
Keith Collins, General Legal Counsel (Jones & Mayer)
- OPPORTUNITY FOR PUBLIC COMMENT**                    Mr. Sharp 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 comments were heard.
- AUTHORIZATION FOR TELECONFERENCING EXEMPTIONS GOVERNMENT CODE SECTION 54953 (e)(1)**                    Robert Sharp called attention to proposed District Board Resolution 21-06 which allows the District to extend the use of remote telephonic meetings during the state of emergency. Special findings will need be determined by the Board of Directors every 30 days to allow for remote meetings to continue.
- It was moved by Jean Turner, seconded by Mary Mae Kilpatrick, and unanimously passed to approve the 21-06 Resolution as presented.
- ADJOURNMENT TO CLOSED SESSION**                    At 5:40 pm Mr. Sharp announced the meeting would adjourn to Closed Session for:
- A. PUBLIC EMPLOYEMENT APPOINTMENT pursuant to Government Code 54957  
Title: Chief Executive Officer

RETURN TO OPEN  
SESSION AND REPORT  
OF ACTION TAKEN

At 7:48 pm the meeting returned to Open Session. Mr. Sharp reported that the Board took no reportable action.

Mr. Sharp reported that the Board of Directors has started negotiations with Kelli Davis for the permanent Chief of Executive Officer position.

ADJOURNMENT

The meeting adjourned at 7:50 pm.

\_\_\_\_\_  
Robert Sharp, Chair

Attest:

\_\_\_\_\_  
Mary Mae Kilpatrick, Secretary

FY2022

<b>Unit of Measure</b>	<b>Jul-21</b>	<b>Aug-21</b>
Cash, CDs & LAIF Investments	51,541,102	51,660,613
Days Cash on Hand	193	193
Gross Accounts Receivable	41,543,690	41,469,576
Average Daily Revenue	497,079	459,646
Gross Days in AR	83.58	90.22
<b>Key Statistics</b>		
Acute Census Days	171	156
Swing Bed Census Days	24	0
Total Inpatient Utilization	195	156
Avg. Daily Inpatient Census	6.3	5.0
Emergency Room Visits	712	680
Emergency Room Visits Per Day	23	22
Operating Room Inpatients	6	6
Operating Room Outpatient Cases	101	86
Observation Days	77	59
RHC Clinic Visits	2,302	2,683
NIA Clinic Visits	1,829	1,808
Outpatient Hospital Visits	3,530	3,781
<b>Hospital Operations</b>		
Inpatient Revenue	2,774,294	2,563,061
Outpatient Revenue	11,561,101	10,530,380
Clinic (RHC) Revenue	1,074,051	1,155,594
Total Revenue	15,409,445	14,249,034
Revenue Per Day	497,079	459,646
% Change (Month to Month)		-6.36%
Salaries	2,138,510	2,212,918
PTO Expenses	249,855	249,855
Total Salaries Expense	2,388,364	2,462,773
Expense Per Day	77,044	79,444
% Change		1.27%
Operating Expenses	7,156,030	7,225,843
Operating Expenses Per Day	230,840	233,092
Capital Expenses	-	-
Capital Expenses Per Day	-	-
Total Expenses	8,623,152	8,660,959
Total Expenses Per Day	278,166	279,386
Gross Margin	856,881	183,655
<b>Debt Compliance</b>		
Current Ratio (ca/cl) > 1.50	1.60	1.55
Quick Ratio (Cash + Net AR/cl) > 1.33	1.24	1.29
Days Cash on Hand > 75	193	193

	<b>FY 2020</b>	<b>FY 2021</b>	<b>Prelim Jul-21</b>	<b>Prelim Aug-21</b>
Total Net Patient Revenue	76,229,126	86,844,620	8,012,911	7,409,498
IGT Revenues	13,729,686	20,295,927	416,667	638,921
<b>Total Patient Revenue</b>	<b>89,958,812</b>	<b>107,140,547</b>	<b>8,429,578</b>	<b>8,048,419</b>
Cost of Services				
Salaries & Wages	26,275,799	27,016,877	2,138,510	2,212,918
Benefits	18,316,171	22,382,407	1,794,276	1,830,166
Professional Fees	19,573,242	22,565,034	1,866,282	1,869,781
Pharmacy	3,105,981	4,035,279	300,152	304,019
Medical Supplies	4,199,962	4,136,111	245,191	246,010
Hospice Operations	505,000	-	-	0
Athena EHR System	1,164,797	1,480,088	185,500	188,317
Other Direct Costs	4,813,483	5,810,258	626,120	574,632
<b>Total Direct Costs</b>	<b>77,954,434</b>	<b>87,426,053</b>	<b>7,156,030</b>	<b>7,225,843</b>
<b>Gross Margin</b>	<b>12,004,378</b>	<b>19,714,494</b>	<b>856,881</b>	<b>183,655</b>
Gross Margin %	13.34%	18.40%	10.69%	2.48%
General and Administrative Overhead				
Salaries & Wages	4,681,985	3,906,499	319,290	323,708
Benefits	4,150,743	3,754,395	295,590	297,912
Professional Fees	2,337,874	3,978,605	387,945	382,869
Depreciation and Amortization	4,275,662	4,094,658	352,720	353,954
Other Administrative Costs	1,412,451	1,396,332	111,578	76,674
<b>Total General and Administrative Overhead</b>	<b>16,858,715</b>	<b>17,130,488</b>	<b>1,467,122</b>	<b>1,435,116</b>
<b>Net Margin</b>	<b>(18,584,023)</b>	<b>(17,711,920)</b>	<b>(610,240)</b>	<b>(1,251,461)</b>
Net Margin %	-24.38%	-20.39%	-7.62%	-16.89%
Financing Expense	2,362,880	1,413,155	179,672	176,219
Financing Income	2,372,608	1,755,654	56,337	56,337
Investment Income	600,420	387,349	23,766	16,474
Miscellaneous Income	1712917.01	1361183.52	849,744	868,938
<b>Net Surplus</b>	<b>(2,531,273)</b>	<b>4,675,038</b>	<b>556,601</b>	<b>152,989</b>

Note: July and August are preliminary and subject to change.