

# May 19 2021 Regular Meeting

## May 19 2021 Regular Meeting - May 19 2021 Regular Meeting

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**AGENDA**  
**NORTHERN INYO HEALTHCARE DISTRICT**  
**BOARD OF DIRECTORS REGULAR MEETING**  
**May 19, 2021 at 5:30 p.m.**

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

**TO CONNECT VIA ZOOM:** *(A link is also available on the NIHD Website)*

<https://zoom.us/j/213497015?pwd=TDIWXRuWjE4T1Y2YVFWbnF2aGk5UT09>

Meeting ID: 213 497 015

Password: 608092

**PHONE CONNECTION:**

888 475 4499 US Toll-free

877 853 5257 US Toll-free

Meeting ID: 213 497 015

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1. Call to Order (at 5:30 pm).
  2. **Public Comment:** The purpose of public comment is to allow members of the public to address the Board of Directors. Public comments shall be received at the beginning of the meeting and are limited to three (3) minutes per speaker, with a total time limit of 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. NIHD and Inyo County Covid-19 update (*information item*).
    - B. Moment of appreciation by Board members for District employees and providers (*information item*).
    - C. NIHD Strategic Plan update, David Sandberg (*information item*).
    - D. Cerner Implementation update (*information item*).
    - E. Construction project updates, Colombo Construction (*information item*).
    - F. Billing Services Agreement with OutSource Inc. (*action item*).

- G. Policy and Procedure approval, *Sanctions for Breach of Patient Privacy Policies (action item)*.
- H. Policy and Procedure approval, *Funding Requests of NIH Foundation (action item)*.
- I. Policy and Procedure approval, *Grant Program Activities (action item)*.
- 4. Chief of Staff Report, Sierra Bourne MD:
  - A. Medical Staff Reappointment for Calendar Years 2021-2022 (*action item*):
    - 1. John Daniel Cowan, MD (*anesthesiology*) – Active Staff
  - B. Policy and Procedure Approvals (*action items*):
    - 1. *DI – Radiation Protection for the Patient*
    - 2. *Nursing Bedside Swallow Screen*
    - 3. *District-Wide Quality Assurance and Performance Improvement (QAPI) Plan FY 2021*
    - 4. *MERP: Plan to Eliminate or Substantially reduce Medication-Related Errors*
    - 5. *Infection Control Risk Assessments (ICRA) For Demolition, Renovation, Remediation, or New Construction Projects*
    - 6. *Cleaning and Care of Surgical Instruments*
    - 7. *Packaging, Wrapping, and Dating Trays and Instruments*
    - 8. *Precleaning and Returning Instruments to Sterile Processing*
    - 9. *Medical Staff Department Policy – Outpatient Medicine*
  - C. Outpatient Medicine Critical Indicators (*action item*).
  - D. Emergency Department Privilege Form (*action item*).
  - E. Medical Executive Committee report (*information item*).

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***Consent Agenda (action items)***

- 5. Approval of minutes of the April 21 2021 regular meeting
  - 6. Approval of minutes of the April 28 2021 special meeting
  - 7. Interim Chief Executive Officer report
  - 8. Chief Medical Officer report
  - 9. Chief Nursing Officer report
  - 10. Financial and Statistical reports as of March 31 2021
  - 11. Policy and Procedure annual approvals
- 
- 12. NIHD Committee updates from Board members (*information items*).
  - 13. Reports from Board members (*information items*).

14. Adjournment to Closed Session to/for:
  - A. Conference with legal counsel, existing litigation (*pursuant to Gov. Code 54956.9(d)(1)*). One case: NIHD v. SMHD.
  - 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. Public Employee Performance Evaluation (*pursuant to Government Code Section 54957 (b)*) title: Interim Chief Executive Officer.
15. Return to Open Session and report of any action taken (*information item*).
16. 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.*

## **BILLING SERVICES AGREEMENT**

This Billing Services Agreement (the “Agreement”) is made and entered into effective as of the 17<sup>th</sup> day of May 2021 (the “Effective Date”) by and between OutSource, Inc. (D.B.A. OS inc.), a Wisconsin corporation, (“OutSource”) and Northern Inyo Healthcare District, a California Hospital District organized and operating under the California Health Care District Law (“Client”).

### **RECITALS**

A. Client operates hospital, in or through which provide a variety of healthcare services.

B. OutSource provides administrative, billing, and collection services on behalf of hospitals and health care providers.

C. Client desires to contract with OutSource to provide the billing and billing related services with respect to Client’s healthcare services payable by various payers and OutSource is willing to provide such services on and subject to the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, it is agreed as follows:

### **AGREEMENT**

#### **I. Services.**

##### **I.1 In General**

(a) During the term of this Agreement, OutSource will provide reasonable and necessary billing and other services (the “Services”) for healthcare services rendered by Client which are covered by various payers excluding Medicaid and Worker’s Compensation payers (all these Payers are collectively referred to herein as “Payers”) and secondary claims related to such services. OutSource shall bill as the agent for Client, in the name and under the provider numbers of the individual hospitals. OutSource hereunder shall include its delivery of services to Client as set forth in each Statement of Work (SOW) executed by the parties (a sample of such SOW is attached hereto as Exhibit B (the “Services”)).

Without limiting the generality of the foregoing, Services include the following.

(i) Prepare and submit to Payers all initial claims and bills for Client within 1 business day after the receipt of accurate billing and coding data from Client.

(ii) Prepare and submit all secondary claims and bills within 1 day after receipt of payment or nonpayment determination from Payers.

(iii) Post and reconcile payments received by Client within 1 business day after receipt of payment batch information from Client.

(iv) Respond to and follow up with all Payers and insurance plans billed within 35 days from claim submission date.

- (v) Report on claim submission and aging of claims submitted by OutSource.
- (vi) Respond to any message or inquiry from a Payer within 5 days concerning a bill submitted by OutSource. If the Payer's inquiry requires a response from Client's medical records department, OutSource shall notify Client of the inquiry.
- (vii) Provide or arrange for appropriate storage and data back-up for all records pertaining to Client's bills hereunder, accessible to Client at all reasonable times.
- (viii) Conference regularly with representatives of Client to discuss results, problems, and recommendations.
- (ix) Maintain auditable records of all Services performed for at least (7) years.
- (x) Retain all billing records not tendered or returned to Client on any termination of this Agreement for at least seven (7) years. This undertaking will expressly survive the termination of this Agreement.
- (xi) Perform follow-up efforts on submitted claims to secure payments from Payers (such follow-up shall not include commencing litigation).
- (xii) Provide Client with the data necessary for collection services to be performed when an account has received all the payments payable by Payers and the balance of the account is the responsibility of the patient.
- (xiii) Notify Client immediately in writing of any notices of audit, requests for medical records or other documentation or information out of the normal course of business from representatives of Payers.
- (xiv) Notify client of payer and patient overpayments requiring refunds within 30 days of account credit balance.

(b) OutSource is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement to billing, receiving and storing documents related to the Payers. OutSource will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

(c) In the performance of their obligations hereunder, the parties agree to abide by all applicable federal and state patient confidentiality laws and regulations including, but not limited to, the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the parties agree to comply with the HIPAA Compliance Requirements attached hereto as Exhibit A, the terms of which are incorporated herein by this reference.

I.2 Personnel. OutSource shall employ or otherwise provide staff to furnish the Services. OutSource agrees to confirm that as of the Effective Date and throughout the term of the Agreement, no OutSource personnel has ever been excluded or is subject to exclusion from any federal health care program or convicted of any offense related to fraud in the provision of health care services. Nothing in the foregoing shall be construed to restrict OutSource from engaging independent contractors ("Contracted Personnel") to provide Services under this Agreement, provided such individuals meet the requirements set forth in this Section I.2. In addition to and notwithstanding any termination provision set forth in Section VII (Term and

Termination) of the Agreement and Exhibit A, if either party is excluded from any federal health care program, the other party shall have the immediate right to terminate the Agreement. In the event a party has employed or contracted with an excluded person, that party shall immediately terminate its relationship with the excluded person, or the other party shall have the immediate right to terminate the Agreement. Both parties agree to continuously monitor the OIG List of Excluded Individuals/Entities and the government disbarment list and notify each other within a reasonable period of time of the exclusion of a person employed by, or contracted with, such party.

## II. Obligations of Client.

II.1 Coding Information. Client shall provide to OutSource all necessary information relating to patient insurance coverage. Client shall provide OutSource with accurate information as to the health care services provided and the appropriate ICD-10 diagnosis codes or other billing code for each such service (collectively "Coding Data"). Client will provide OutSource with the HCPCS and CPT-4 codes for such services, with review of the accuracy of these codes by Client. Client shall also be solely responsible for ensuring that all billed services are properly documented, are medically necessary and are coded and supported in compliance with all applicable laws. The parties expressly agree that OutSource may rely on the completeness and accuracy of all Coding Data provided by Client in the preparation and submission of bills as well as that all services provided were medically necessary and have been accurately documented by qualified medical personnel.

II.2 Patient Information. Client shall provide to OutSource reasonable access to patient registration and demographic data, dictation, discharge summaries, medical record entries, charge documents, and other data reasonably necessary to perform OutSource's services. Client shall be responsible to ensure that all medical records and patient information is provided to OutSource in compliance with all confidentiality laws.

## III. Obligations with Respect to Monitoring and Policies and Procedures.

III.1 Monitoring. OutSource acknowledges and agrees that, if requested by Client's compliance program, OutSource shall be subject to routine monitoring, review, and, potentially, external audit (limited to OutSource activities used in performance of this Agreement). OutSource agrees to cooperate fully in any such review conducted in connection with the administration of Client's compliance program.

III.2 Policies and Procedures. Client will provide OutSource with a copy of certain policies and procedures relating to business office operations. OutSource agrees to abide by all the terms and conditions of the Policies, as the same may be amended from time to time. Client shall notify OutSource in writing of any modifications or amendments to the Policies, which modifications or amendments shall be binding on OutSource upon receipt thereof.

## IV. Compensation.

Client shall pay Outsource in accordance with the terms set forth in the applicable Statement of Work Addendum (Exhibit B). This Agreement allows for multiple Statement of Work Addendums between Client and Outsource.

V. Accounts Receivable.

OutSource acknowledges and agrees that OutSource has no ownership interest in the accounts receivable and that all collections derived from Client's services belong to Client. Payments on bills will be made directly to Client. If OutSource ever receives any payment on any such bill, it shall immediately remit the same to Client. OutSource shall not negotiate, and shall not have any authority to negotiate, any check payable to Client from Payers.

VI. OutSource's Reliance on Others; Limitation on Liability.

Client agrees and acknowledges that efficientC (or other vendors) software ("Software Programs") utilized by OutSource are not designed to be one hundred percent (100%) foolproof, and will not detect all possible errors made by Client or OutSource. Client further acknowledges that Payers' guidelines and regulations are subject to interpretation by the applicable governmental agency. OutSource does not represent or guarantee that a governmental agency will not interpret a guideline or regulation in a manner inconsistent with the Software Programs used by OutSource. OutSource's sole obligation is to maintain and to utilize the currently available updates of the Software Programs. Furthermore, Client hereby acknowledges and agrees that OutSource is not responsible and shall bear no liability for the nature or accuracy of the information provided by Client or used in conjunction with the Software Programs or the form and substance of the underlying transactions thereto. OutSource shall not be responsible for any Client provided information that is inaccurate or for any transaction to which such information related that violates or breaches any applicable federal, state, or local laws, rules or regulations. OutSource shall not be responsible and shall bear no liability for data entry errors or other actions or omissions made by Client's personnel. Client accepts and acknowledges: that use of the Software Programs may not detect all billing errors or irregularities; that not all errors or irregularities detected through the use of the Software Programs will prove on review to have been actual errors or irregularities; and that errors or irregularities which appear in submissions to Payers could lead to criminal or civil liability of Client for false, fraudulent or otherwise improper claims. Client is solely responsible for all submissions to Payers, including the accuracy and propriety of all such submissions, and for making all determinations of and taking any action to disclose any billing errors.

In no event will OutSource be liable for consequential, incidental, indirect, punitive or special damages (including loss of profits, data business or goodwill) regardless of the nature of the claim.

VII. Term and Termination.

VII.1 Term. This Agreement shall be effective as of May 17, 2021 and shall continue in effect until **September 30, 2021**. The term hereof shall automatically renew for successive one-year terms unless either party provides written notice of its election to terminate the Agreement, which notice must be given no later than sixty (60) days prior to the end of the then-effective term.

VII.2 Default. This Agreement may be terminated prior to the end of the term if either party breaches any of its material agreements herein and such breach continues for a period of thirty (30) days after written notice. Notwithstanding the foregoing, if a breach is not of a type that is curable or is not curable within such thirty (30) day period, the right to terminate or seek other remedies shall be delayed for the period necessary to cure the default provided the

defaulting party commences the cure within thirty (30) days and diligently pursues the cure to completion thereafter.

VII.3 Transfer of Accounts; Continued Services after Termination. Upon expiration or termination of this Agreement, the following shall occur: OutSource shall deliver and transfer to Client promptly upon request, all records, and other property of Client in its custody (collectively, "Documentation"), including without limitation, the following: paper and digital copies of information regarding open accounts in standard form and format and non-proprietary information concerning Payers and claims processing, all without additional charge. OutSource shall, in addition, otherwise furnish reasonable cooperation and assistance in any transition to Client, or its successor billing agent.

#### VIII. Books and Records.

VIII.1 Record Keeping. OutSource shall comply with all laws, regulations, and ordinances now in effect or hereafter adopted regarding the retention and availability of its books and records related to the performance of its obligations under this Agreement, including without limitation the following:

(a) Until the expiration of five (5) years after the furnishing of all Services pursuant to this Agreement, OutSource shall make available, upon written request to the Secretary, or upon request to the Comptroller General, of any of their duly authorized representatives, the Agreement, and books, documents and records of OutSource that are necessary to certify the nature and extent of such costs, and,

(b) If OutSource carries out any of the duties of the Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization (as that term is defined by regulation), such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

VIII.2 Access to Books and Records. OutSource shall maintain and retain complete and accurate source documents, billing information, and other books and records necessary or appropriate for the performance of the Services. Client shall be permitted access upon reasonable notice to all books and records relating to the performance of this Agreement in the possession and control of OutSource, including all billing files.

#### IX. Change of Law.

If there is a change in any statute or regulation, state or federal, which affects this Agreement or the activities of either party under this Agreement or any change in the judicial or administrative interpretation of any such statute, or regulation and either party reasonably believes that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of thirty (30) days after the date of the notice seeking renegotiation

or the effective date of the change, or if the change is effective immediately then either party may immediately terminate this Agreement by written notice to the other party.

X. Independent Contractors.

In the performance of this Agreement, it is mutually understood and agreed that OutSource is at all times acting and performing as an independent contractor with, and not as an employee, joint venturer or lessee of, Client. OutSource shall not have any claim under this Agreement or otherwise against Client for workers' compensation, unemployment compensation, sick leave, vacation pay, pension or retirement benefits, Social Security benefits or any other employee benefits, all of which shall be the sole responsibility of OutSource. Client shall not withhold on behalf of OutSource or any OutSource Personnel any sums for income tax, unemployment insurance, Social Security or otherwise pursuant to any law or requirement of any government agency, and all such withholding, if any is required, shall be the sole responsibility of OutSource.

XI. Force Majeure.

Notwithstanding any provision contained herein to the contrary, OutSource shall not be deemed to be in default hereunder for failing to perform or provide any of the Services if such failure is the result of any labor dispute, act of God, inability to obtain labor or materials, unavailability for any reason (including malfunctioning) of information systems or Software Programs, governmental restrictions or any other event which is beyond the reasonable control of OutSource.

XII. Third-Party Beneficiaries.

None of the provisions contained in this Agreement shall be deemed to confer any benefit on any person not a party to this Agreement.

XIII. Governing Law.

This Agreement shall be governed by and interpreted under the laws of the State of California.

XIV. Entire Agreement.

This Agreement, together with all exhibits and appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior documents, representations, and understandings of the parties which may relate to the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party.

XV. Amendment.

No modification, amendment or addition to this Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by both parties.

XVI. Headings.

The headings set forth herein are for the purpose of convenient reference only and shall have no bearing whatsoever on the interpretation of this Agreement.

XVII. Notices.

Any notice, demand, request, consent, approval or other communication required or permitted hereunder to be served on or given to either party hereto by the other party shall be in writing and shall be deemed to have been served or given on the date of delivery if delivered in person to the party named below, or if delivered by certified or registered mail, postage prepaid, return receipt requested, or other reputable delivery service such as Federal Express, upon the date indicated on the return receipt if addressed as follows:

If to OutSource:  
W237N2920 Woodgate Road, Suite 100  
Pewaukee, WI 53072  
Attn: Lori Zindl

If to Client:  
150 Pioneer Lane  
Bishop, CA 93514  
Attn: Vinay Behl ,  
Accounting Dept

or at such other address, and to the attention of such other person, as either party may designate in writing from time to time.

XVIII. Insurance

At all times during the term of this Agreement, OutSource shall procure and maintain comprehensive general liability insurance covering itself and its employees providing services pursuant to the Agreement on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate of all claims. OutSource shall maintain worker's compensation coverage equal to statutory limits and shall obtain a waiver of subrogation with respect to the worker compensation coverage.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as of the Effective Date.

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

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

Name: Kelli Davis, MBA \_\_\_\_\_

Name: Lori Zindl \_\_\_\_\_

Title: Interim CEO \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Northern Inyo Healthcare District  
150 Pioneer Lane  
Bishop CA, 93514

OutSource, Inc  
W237 N2920 Woodgate Road, St. 100  
Pewaukee, WI 53072

## EXHIBIT A

### HIPAA COMPLIANCE REQUIREMENTS

I. **Definitions.** The following terms, when used in this Exhibit, shall have the meanings set forth below. Capitalized terms not defined herein shall have the meaning set forth in HIPAA. For purposes hereof “OutSource” means OutSource, Inc. and “Client” means Northern Inyo Healthcare District.

I.1 “Designated Record Set” has the meaning set forth in HIPAA.

I.2 “Disclose” and “Disclosure” mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside OutSource’s internal operations or to other than its employees.

I.3 “HIPAA” means Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160, 162 and 164).

I.4 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium, that: (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by OutSource from or on behalf of Client, or is created by OutSource, or is made accessible to OutSource by Client.

I.5 “Required by Law” has the meaning set forth in HIPAA.

I.6 “Secretary” means the Secretary of the U.S. Department of Health and Human Services.

I.7 “Use” or “Uses” mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within OutSource’s internal operations.

II. **Obligations of OutSource.** To the extent OutSource has been provided PHI, OutSource shall comply with HIPAA as follows:

II.1 Permitted Uses and Disclosures of PHI. OutSource may:

(a) Use and Disclose PHI solely as necessary to perform services for, or on behalf of, Client as described in the Agreement; provided that such Use or Disclosure would not violate HIPAA if done by Client;

(b) Use and Disclose PHI for the proper management and administration of OutSource and to carry out its legal responsibilities; provided that with respect to any such Disclosure either: (i) the Disclosure is Required by Law, or (ii) OutSource obtains reasonable assurances from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by OutSource to such person, and that such

person will notify OutSource of any instances of which it is aware in which the confidentiality of the PHI has been breached;

(c) Use PHI to create aggregated or de-identified information in accordance with HIPAA; and

(d) Use or Disclose PHI to report violations of law to appropriate federal and state authorities in accordance with HIPAA.

II.2 Adequate Safeguards for PHI. OutSource warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Exhibit.

II.3 Mitigation. OutSource agrees to mitigate, to the extent practicable, any harmful effect that is known to OutSource of a Use or Disclosure of PHI by OutSource in violation of the requirements of this Exhibit.

II.4 Reporting Non-Permitted Use or Disclosure and/or Security Incident. OutSource shall report to Client each Use or Disclosure that is made by OutSource, its employees, representatives, agents or subcontractors that is not specifically permitted by this Exhibit. In addition, OutSource shall report to Client each Security Incident that occurred to OutSource or its agents or subcontractors.

II.5 Availability of Internal Practices, Books and Records to Government Agencies. OutSource agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Client's compliance with HIPAA.

II.6 Access to and Amendment of Disclosures of PHI. OutSource shall, to the extent Client determines that any PHI constitutes a Designated Record Set and as required by HIPAA: (i) provide Client access to, and copies of, PHI specified by Client; and (ii) make any amendments to PHI that are requested by Client.

II.7 Accounting of Disclosures. Upon Client's request, OutSource shall provide to Client an accounting of each Disclosure of PHI made by OutSource or its employees, agents, representatives or subcontractors as required by HIPAA.

II.8 Use of Subcontractors and Agents. OutSource shall require each of its agents and subcontractors that receive PHI from OutSource to comply with all the terms of this Exhibit.

II.9 Security. OutSource shall maintain a privacy and security program protecting the confidentiality, integrity and availability of PHI that OutSource creates, receives, maintains or transmits on behalf of Client that includes administrative, technical and physical safeguards appropriate to the size and complexity of OutSource's operations and the nature and scope of its activities and as otherwise required by HIPAA.

### III. **Obligations of Client.**

III.1 **Notice of Privacy Practices.** Upon OutSource's request, Client shall provide OutSource with a copy of its privacy practices, developed in accordance with HIPAA, and any changes thereto.

III.2 **Changes/Revocation in Permission.** Client shall provide OutSource with any changes in, or revocation of, permission of an individual to Use and/or Disclose PHI if such changes or revocation affect OutSource's permitted Uses or Disclosures;

III.3 **Specific Arrangements.** Client shall notify OutSource, in writing and in a timely manner, of any arrangements permitted or required of Client under HIPAA that may impact in any manner the Use and/or Disclosure of PHI by OutSource under this Agreement, including, but not limited to, restriction on the Use and/or Disclosure of PHI as provided for in HIPAA and agreed to by Client.

III.4 **Other Business Associates.** Client shall require that all of its business associates agree in writing to similar terms and conditions as are contained in this Exhibit in accordance with the HIPAA. Client may request OutSource to Disclose PHI to other business associates of Client. Such requests must be made in writing, specify the authorized recipient (i.e., name of other business associate), and the nature and duration of the Disclosure. Client represents and warrants that any requests made pursuant to this Section 3.4 (Other Business Associates) are permissible under the HIPAA, by virtue of a business associate relationship having been established between the Client and other business associate, and Client shall indemnify OutSource for any improper Uses and/or Disclosures of PHI made at the direction or request of Client.

III.5 **Requests.** Client shall not request OutSource to Use and/or Disclose PHI in any manner that would conflict with HIPAA, or that would not be permissible if done by Client.

### IV. **Term and Termination.**

IV.1 **Termination.** In addition to and notwithstanding any termination provision set forth in the Agreement, this Exhibit and Agreement may be terminated by Client, as the sole remedy to Client, if OutSource has materially breached a provision of this Exhibit and OutSource fails to cure such breach within thirty (30) business days of receiving written notice from Client of such breach (or such longer time necessary to cure such breach if the breach cannot be cured in such thirty (30) business days).

IV.2 **Disposition of PHI Upon Termination or Expiration.** Upon termination or expiration of the Agreement, OutSource shall either return or destroy, in OutSource's sole discretion, all PHI in the possession or control of OutSource and its agents and subcontractors related to the Agreement. However, if OutSource determines that neither return nor destruction of PHI is feasible, OutSource may retain PHI provided that OutSource: (i) continues to comply with the provisions of this Exhibit for as long as it retains PHI, and (ii) further limits Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

V. **Miscellaneous**

V.1 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Client to comply with HIPAA.

V.2 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Exhibit.

## **EXHIBIT B**

### **STATEMENT OF WORK ADDENDUM**

This Statement of Work (SOW) serves as an addendum to the Billing Services Agreement dated May 7, 2021 between OutSource Inc (OutSource) and Northern Inyo Healthcare District (Client).

**Item 1.0** Hospital or other Facility being serviced DBA:

Northern Inyo Healthcare District

**Item 2.0** Project Description:

OutSource shall manage and perform all billing and billing related activities in the Cerner patient accounting system. Services to include:

- Billing – Working claim edits in Cerner and Experian
- Coding related edits and denials
- Denials and follow up on open accounts receivable from third party payers
- Self pay A/R management
- Payment posting
- Credit balances
- A/R management and reporting

Services do not include:

- Initial claim coding
- Authorization requests
- Charge Entry
- Billing and follow up for Medicaid and Worker's Compensation payers

**Item 3.0** Project Performance Metrics:

- On the first day of any month, the total hospital accounts receivable more than 90 days old shall not exceed twenty percent (20%) of the total accounts receivable outstanding.
- On the first day of any month, the Hospital Gross Days Revenue Outstanding (GDRO) calculation on billed A/R shall not exceed 43.

**Item 4.0 Payment Terms**

OutSource shall bill Client monthly for staff and management time devoted to the project based on the contingency fees below. Terms are net 30 days.

Billed GDRO 45 or less 1.15 percent of collections

Billed GDRO greater than 45 1.00 percent of collections

Billed GDRO greater than 45 for more than 60 days .85% percent of collections

If Billed GDRO is greater than 45 for more than 90 days, Client can terminate without notice

Client will not be charged for collections received from California Medicaid/Managed Care and Worker's Compensation payers.

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

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

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

Name: Lori Zindl \_\_\_\_\_

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

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Northern Inyo Healthcare District  
150 Pioneer Lane  
Bishop CA, 93514

OutSource, Inc  
W237 N2920 Woodgate Road, St. 100  
Pewaukee, WI 53072

**NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE**

<b>Title: Sanctions for Breach of Patient Privacy Policies</b>	
Scope: District Wide	Manual: <b>Compliance</b>
Source: Compliance Officer	Effective Date: 12/1/2017

**PURPOSE:**

To comply with 45 CFR 164.530(e)(1) which requires “a covered entity must have and apply appropriate sanctions against members of its workforce who fail to comply with the privacy policies and procedures of the covered entity”

**POLICY:**

**Definitions:**

“Sanction” means training with documentation in the employee record, disciplinary action or termination.

“Workforce” means 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.

“Inadvertent Violation” means an error that results in a breach of privacy made while following District policies and procedures.

“Negligent Violation” means a breach of privacy made while incorrectly following or not following District policies and procedures.

“Deliberate Violation” means a breach of privacy made while willfully not following District policy.

“Protected Health Information” or “PHI” means any individually identifiable health information regarding a patient’s medical or physical condition or treatment in any form created or collected as a consequence of the provision of health care, in any format including verbal communication.

“Unauthorized” means the inappropriate acquisition, access of, use or disclosure of protected health information without a direct need to know for medical diagnosis, treatment, or lawful use as permitted the California Medical Information Act or any other statute or regulation governing the lawful access, use, or disclosure of medical information. (California Health and Safety Code Sec. 2 1280.15)

“Malicious” means with intent to harm or with intent to gain personally.

**Breach Levels by Incident**

1. **Minor breach**

A Minor Breach is inadvertent and non-malicious in nature.

Examples include but are not limited to: distributing, emailing or faxing protected health information to the wrong individual unintentionally.

**NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE**

<b>Title: Sanctions for Breach of Patient Privacy Policies</b>	
Scope: District Wide	Manual: <b>Compliance</b>
Source: Compliance Officer	Effective Date: 12/1/2017

**2. Moderate breach**

A moderate breach is negligent in nature. The intent of the violation is unclear and the evidence cannot be clearly substantiated as to malicious intent.

Examples include but are not limited to failing to log off computer systems, failing to check a guarantor or insurance provider when registering a patient, failing to check that the provider selected for an outpatient order matches the written order presented by the patient, faxing protected health information to an unverified fax number, or a pattern of minor violations.

**3. Major/severe breach**

A major/severe breach is a deliberate violation that purposefully or maliciously violates a patient's privacy or disregards Northern Inyo Healthcare District policy.

Examples include but are not limited to: releasing or using data for personal gain, destroying or altering data, purposefully accessing or attempting to gain access to patient information which the employee has no work related need to access, maliciously attacking or hacking District information systems, releasing patient data with the intent to harm an individual or the District, or a pattern of repeated moderate violations.

**Whistleblower Protection**

- a. Neither the District nor any employee of the District may intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any individual who reports any conduct that is unlawful or otherwise violates professional or clinical standards including, but not limited to the reporting of conduct that results in the breach of privacy of any patient of Northern Inyo Healthcare District.
- b. Proven violation of this section will result in Immediate Loss of Employment.

**Disciplinary Action**

Disciplinary action, up to and including termination, based on recommended corrective actions in **Attachment A "Sanctions for Breach of Patient Privacy – Incident Severity Scale"**, will be taken for any workforce member for a violation of privacy and security policies and procedures. Northern Inyo Healthcare District prohibits the use of District property for illegal purposes and for purposes not in support of Civil Code 56.36/Health and Safety Code 130200 and 1280.15.

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POLICY AND PROCEDURE**

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Scope: District Wide	Manual: <b>Compliance</b>
Source: Compliance Officer	Effective Date: 12/1/2017

**Sanctions for Breach of Patient Privacy – Incident Severity Scale**

Guidelines with recommended corrective actions, once an incident and individual are identified.

Level	Intention of the Individual Responsible for the privacy breach	Action Level		
		Minor	Moderate	Major/Severe
A	<b>Inadvertent</b> <ul style="list-style-type: none"> <li>• Inadvertent mistake</li> </ul>	1	1	2
B	<b>Negligent/Unintentional</b> <ul style="list-style-type: none"> <li>• Carelessness or negligence</li> <li>• No known or believed intent</li> </ul>	2	3	3-4
C	<b>Intentional</b> <ul style="list-style-type: none"> <li>• Due to curiosity or concern</li> </ul>	2	3	3-4
D	<b>Intentional</b> <ul style="list-style-type: none"> <li>• Malicious intent, including accessing or use of information in a domestic dispute</li> <li>• Personal financial gain</li> <li>• Willful or reckless disregard of policies, procedures or law</li> </ul>	4	4	4

**Action Level:**

1. Re-training and/or coaching memo
2. Documented verbal counseling or written warning, as determined by leadership in conjunction with Human Resources
3. Written warning, probation, or suspension, including notification that further violation of the privacy of patient health information will result in termination, as determined by leadership in conjunction with Human Resources.
4. Termination

**NORTHERN INYO HEALTHCARE DISTRICT  
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Source: Compliance Officer	Effective Date: 12/1/2017

**Action Level Modification:**

Action level may be modified by the consensus of the Privacy Officer, Human Resources Director, and the employee’s manager by considering the following:

1. Previous history or corrective action (level of action may increase based on repeat offenses)
2. Whether or not the individual caused an inadvertent violation based upon a situation or operation that the individual did not know caused the breach.

**References**

1. 45 CFR 164.530(e)(1)
2. California Health and Safety Code Sec. 2 1280.15
3. Civil Code 56.36
4. California Health and Safety Code 130200

<b>Approval</b>	<b>Date</b>
Compliance Committee	10/24/2017
Administration	11/10/2017
Non-Clinical Committee Oversight Committee	2/22/2021
Board of Directors	11/15/2017
Last Board of Directors Review	5/15/19

Developed:

Revised 12/2013 KH, 10/20/2017 PD, 2/11/2021

Reviewed 12/16/15, 4/29/2019

Supersedes

**NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE**

Title: Funding Requests of NIH Foundation	
Scope:	Manual:
Source:	Effective Date: TBD

**PURPOSE:**

1. This policy is adopted to define Northern Inyo Healthcare District (District) goals and objectives regarding the internal request of funds from the Northern Inyo Hospital Foundation (Foundation). The Foundation’s sole purpose is to fund unmet needs for NIHD. Timely requests for funds to address critical needs is of the utmost importance to the Foundation and this policy will help expedite that process.

**POLICY:**

1. District staff at all levels and physicians can present needs for funding by the Foundation. This process for staff would initiate with you and your direct supervisor having an initial discussion to see if there are already District resources planned for this activity or it falls outside the current scope of District funding. If the request is coming from a physician, then that physician would have a discussion directly with the Chief Medical Officer (CMO).
2. If it is determined that there are no current District resources to fund this need, then the District’s Project Request Form would be completed and used to present the idea up that area’s chain of command until it reaches that area’s Senior Leader or directly to the CMO. The Executive Director of the Foundation will also receive a copy of the request form and inform their Senior Leader on what is being reviewed at the departmental/physician level.
3. Once it reaches the Senior Leader position for that area, it will be evaluated in the larger scope of the District’s needs and priorities. If found to qualify as an urgent, unmet need, that Senior will take it to the broader Senior Leadership group for discussion and approval to present to the Foundation.
4. If further information on the request is needed, then that staff person and their direct leader could be called upon to either update the Project Request Form with additional information or present in person to Senior Leadership or their designated committee.
5. Upon Senior Leadership approval, it will be presented to the Foundation’s Executive Director (ED) with approval to bring before the board of the Foundation. Depending on the urgency, the ED will present to the Foundation Board at the next possible board meeting or solicit a vote through other means if the request is deemed too urgent to wait until an official board meeting can be held.
6. Notification of funding or rejection will be passed back to the Senior Leader in charge of that area by the ED. A detailed response will be provided by the ED if the proposal is rejected. That Senior Leader will in turn inform the leaders involved with the request the result of the Foundation’s decision.

<b>Committee Approval</b>	<b>Date</b>
<b>Non-CCOC</b>	4/30/2021
<b>Board of Directors</b>	

**Developed:**

**Reviewed:**

**Revised:**

**Supersedes:**

**Responsibility for review and maintenance:**

NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE

Title: Grant Program Activities	
Scope:	Manual: Grant Writing
Source: FOUNDATION ED GRANT WRITER	Effective Date: TBD

**PURPOSE:**

1. This policy is adopted to define Northern Inyo Healthcare District (NIHD) goals and objectives regarding grant activities. Alternative funding via grant programs from outside agencies is an excellent means to supplement the hospital's budget and fund worthwhile and innovative projects. External funding sources may include federal and state governments, corporations, private foundations, and service groups.

**POLICY:**

1. NIHD shall exercise "mission driven grantsmanship," that is, shall only institute grant funded programs that are consistent with and operate to further the hospital's vision, mission statement and strategic plan.
2. NIHD shall seek grant funding only from organizations whose missions and goals are consistent with those of NIHD.
3. To ensure compliance with this policy, all applications for grant funding and all grant administration shall be conducted in accordance with the Grant Administration Procedures established by NIHD.
4. The position of NIHD Grant Writer has been established to assist staff in performing grant related activities and serve as a central depository, clearinghouse and information source for grant activities and grant funded programs. However, proper grant administration is the responsibility of all staff involved in grant related activities including:
  - a) Developing grant funded projects and programs;
  - b) Identifying and applying for grants;
  - c) Overseeing grant expenditures;
  - d) Monitoring grant funded programs;
  - e) Drafting periodic grant narrative and financial reports;
  - f) Evaluating grant funded activities;
  - g) Any other activities necessary to ensure compliance with grant requirements.
5. When a viable funding source is identified, hospital staff must assure that the proposed project complements current and planned programs. For this reason, all requests shall be coordinated and approved.
6. Responsibility for the administration of current grant projects must be assigned to assure accountability to the grantor and compatibility with other hospital programs.

**ROLES**

**NIHD Grant Writer:**

NIHD Grant Writer shall be charged with coordinating and facilitating the grants- seeking process. Specific responsibilities include:

NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE

Title: Grant Program Activities	
Scope:	Manual: Grant Writing
Source: FOUNDATION ED GRANT WRITER	Effective Date: TBD

1. Identifying and cultivating possible funding sources
2. Gathering background information pertinent to possible programmatic activities
3. Assisting with and coordinating proposal preparation
4. Obtaining required approvals prior to submission
5. Submitting grant application to appropriate grantor
6. If funded, assisting Finance Division in monitoring project budgets and expenditures
7. Maintaining complete files on all grants from initial application through final Report
8. Ensuring that project reports are submitted to grantor
9. Serves as an information resource and technical advisor to staff desiring to pursue grant funding.
10. Maintains a listing of projects and programs for which grant funding is needed and actively searches for appropriate funding sources for these items.
11. Stays abreast of grant opportunities and forwards information regarding opportunities that have expressed an interest in receiving such information.
12. Works closely with staff to clarify the history, needs, goals and objectives of programs and assists with drafting grant applications.
13. Monitors the filing of periodic narrative and financial reports and is available to assist Project/Program Manager with drafting narrative reports.
14. Responsible for final review of applications to ensure all requirements are addressed.
15. Once a grant is awarded, NIHD Grant Writer is responsible for ensuring that all necessary paperwork, e.g., funding agreements, Intergovernmental Agreements, etc. are complete and all related procurement and/or contracting needs are met.

Return on Investment (ROI) Committee shall be established to provide oversight of grant requests and funding availability. It is responsible for reviewing current and future funding requests. Its main charge is to ensure that the requests are aligned with the District's mission, vision and strategic plans.

The NIHD Grant Writer will request to be put on this committee's agenda as Grant Project Request Form are completed or as funding streams become available.

Once the ROI Committee reviews the prospective requests, it may be necessary to form subcommittees to help Project/Program Manager or NIHD Grant Writer form a more complete request.

The finalized requests are then ranked by the ROI committee and Senior Management has final approval on which funding requests are pursued.

The ROI Committee membership shall be composed of the following:  
ROI Committee Team

Staff Support:  
NIHD Grant Writer

NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE

Title: Grant Program Activities	
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Applicant and Applicable Division Director  
Others as requested by ROI Committee

**Responsible Department**

Due to the significant number of potential external funding sources, specific eligibility conditions, and detailed administrative requirements for each application, it is critical that the NIHD Grant Writer monitor all such funding opportunities.

**Project/Program Manager:** The person or persons requesting grant funding for a particular project or program is primarily responsible for developing the project or program and provides all the research and background information that is required to develop a detailed, well supported problem statement, proposed solution and program design. Project/Program Manager is responsible for the day-to-day operation of the project and also is responsible for assisting NIHD Grant Writer in drafting periodic narrative/progress reports as required and ensuring compliance with program goals and evaluation criteria.

**NIHD Controller:** NIHD Controller is responsible for reviewing all grant proposals to insure adequacy and accuracy of the proposed budget and other financial information and to ensure all financial requirements are addressed. NIHD Chief Fiscal Officer is also responsible for establishing grant numbers, maintaining grant financial records and completing periodic grant financial reports.

**Sanctions**

Violations of this policy may result in disciplinary measures for the involved employee.

**Renewal / Review**

This policy and the referenced procedures shall be reviewed annually to determine if they comply with current regulations and are compatible with current NIHD operations. In the event that significant related regulatory changes occur or operations change, the policy and referenced procedures will be reviewed and updated as needed.

**PROCEDURE:**

**PROJECT/PROGRAM DESIGN AND GRANT PLANNING:**

1. When informed that grant funding is desired for a particular purpose, NIHD Grant Writer requests that staff complete a Grant Project Request Form located on the Intranet. NIHD Grant Writer assists Project/Program Manager, but is not primarily responsible for completing the Grant Project Request Form, conducting background research, designing the program or project, determining the goals and objectives, defining program success or identifying needed resources. This application contains all information generally required for most grant applications.

By utilizing the Grant Project Request Form, the requestor

- Succinctly describes the project idea

NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE

Title: Grant Program Activities	
Scope:	Manual: Grant Writing
Source: FOUNDATION ED GRANT WRITER	Effective Date: TBD

- Identifies categories of community needs or opportunities addressed by the project (Issue statement or needs)
  - Pinpoints the specific need or issue the project addresses (Goal)
  - Specifies changes/outcomes to be achieved (specific objectives)
  - Lists major steps required
  - Identifies needed resources
  - Estimates project costs
  - Names potential partners
  - Describes evaluation methods
2. Upon completion of the Grant Project Request Form, NIHD Grant Writer will request the ROI Committee review the Grant Project Request Form at its earliest possible meeting, with the NIHD Grant Writer and Project/Program Manager in attendance. If there are no significant changes determined by this committee, then the application will be completed by the NIHD Grant Writer and Project/Program Manager.
  3. If the project is to be a collaborative effort between NIHD and outside agency(ies), NIHD Grant Writer assists in the facilitation of potential partnership identification, discussions and execution of partnership agreements as appropriate.
  4. NIHD Grant Writer maintains an inventory of projects and programs for which grant funding is desired and targets grant opportunity research to funders whose funding priorities and goals are compatible with NIHD's.

## APPLYING FOR A GRANT

### A. Preliminary Proposals

1. Initiation of Proposal
  - a. Department Directors or Managers contact NIHD Grant Writer for assistance with locating funding sources for a particular program or project.
  - or
  - b. NIHD Grant Writer identifies project and funding source and contacts personnel listed above.
2. Preliminary proposal is prepared following the procedure for "PROJECT/PROGRAM DESIGN AND GRANT PLANNING"
3. Preliminary proposal is forwarded to NIHD Grant Writer by appropriate Director with an indication of his or her concurrence.
4. NIHD Grant Writer and Project/Program Manager takes the preliminary proposal to the

NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE

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ROI Committee.

5. Following ROI Committee approval, NIHD Grant Writer and Project/Program Manager may file a preliminary proposal, letter of inquiry or letter of intent as required by funding agency.
6. If funding agency indicates interest, or if funding agency's guidelines preclude submitting a preliminary proposal, a formal proposal is prepared by the NIHD Grant Writer and Project/Program Manager.

**B. Formal Proposals**

1. Upon acceptance to formally apply, ~~Project~~ Program Manager works closely with NIHD Grant Writer to draft an application/proposal. This includes reformatting the previously drafted Grant Project Request Form to meet funder's application requirements, obtaining additional information as required by funder, finalizing the proposed budget and obtaining the required authorization signatures.
2. If NIHD Grant Writer is not directly involved in writing the proposal, a draft must be sent to Grants Office 20 working days before the deadline for comment ~~and~~ on format, budget, prevailing fringe benefit and indirect cost rates, etc. Finance Division may be contacted on budget items.
3. Formal proposals, in final form, must be submitted to Grants Office by appropriate Director ten working days before the ~~the~~ deadline for final review.
4. The final proposal is sent to funding agency by NIHD Grant Writer.

**ADMINISTRATION AND MAINTENANCE OF GRANT AWARD**

1. When a grant is awarded, notice of grant/funding award is provided by NIHD Grant Writer to all relevant parties ~~the~~ District.
2. NIHD Grant Writer oversees execution of applicable grant implementation contract, e.g., funding agreements, Intergovernmental Agreements, etc.
3. NIHD Grant Writer ensures that all required contractual arrangements are made and procurement ~~requirements~~ requirements are met.
4. NIHD Grant Writer will instruct NIHD Controller to create a new General Ledger fund account if one does not already exist for the funded project.
5. Project/Program Manager assists NIHD Grant Writer in drafting all narrative/~~reports~~ reports that are required by funder.

NORTHERN INYO HEALTHCARE DISTRICT  
POLICY AND PROCEDURE

Title: Grant Program Activities	
Scope:	Manual: Grant Writing
Source: FOUNDATION ED GRANT WRITER	Effective Date: TBD

6. NIHD Grant Writer monitors to ensure required reports are filed in a timely manner with funder.
7. If changes to the program or budget are required, Project/Program Manager must work with NIHD Grant Writer to draft and submit a grant modification request to funder. Copies of all program or budget modifications are provided to NIHD Grant Writer and NIHD Controller.
8. NIHD Grant Writer ensures that grant expenditures do not exceed grant awards or available funding if balances are carried forward from a preceding year.

Committee Approval	Date
NCCOC	4/30/2021
Board of Directors	

Developed:  
Reviewed:  
Revised  
Supersedes

Responsibility for review and maintenance:



































































































































































































































