

March 16 2022 Regular Board Meeting

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Agenda March 16, 2022 Regular Board Meeting

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AGENDA

NORTHERN INYO HEALTHCARE DISTRICT BOARD OF DIRECTORS REGULAR MEETING

March 16, 2022 at 5:30 p.m.

Northern Inyo Healthcare District invites you to join this meeting:

TO CONNECT VIA ZOOM: (A link is also available on the NIHD Website)
<https://zoom.us/j/213497015?pwd=TDIiWXRuWjE4T1Y2YVFWbnF2aGk5UT09>
Meeting ID: 213 497 015
Password: 608092

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

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

1. Call to Order (at 5:30 pm).
2. **Public Comment:** The purpose of public comment is to allow members of the public to address the Board of Directors. Public comments shall be received at the beginning of the meeting and are limited to three (3) minutes per speaker, with a total time limit of thirty (30) minutes for all public comment unless otherwise modified by the Chair. Speaking time may not be granted and/or loaned to another individual for purposes of extending available speaking time unless arrangements have been made in advance for a large group of speakers to have a spokesperson speak on their behalf. Comments must be kept brief and non-repetitive. The general Public Comment portion of the meeting allows the public to address any item within the jurisdiction of the Board of Directors on matters not appearing on the agenda. Public comments on agenda items should be made at the time each item is considered.
3. New Business:
 - A. Northern Inyo Healthcare District Board Governance Committee Update and Request for New Board Member Onboarding Ad Hoc Committee Development (*Board will receive this*

information update and consider the appointment of two representatives to the Onboarding Ad Hoc Committee)

- B. Northern Inyo Healthcare District 2022 Community Health Needs Assessment (CHNA)– Request for Board Member Appointment to Ad Hoc CHNA Planning Taskforce (*Board will consider the appointment of two representatives to the Ad Hoc CHNA Planning Taskforce*)
 - C. Northern Inyo Healthcare District Request to Appoint a Board Member to the Finance Committee (*Board will consider the appointment of a representative to the Finance Committee*)
 - D. Northern Inyo Healthcare District Recertification with Association of California Healthcare Districts (*Board will receive this information*)
 - E. Recommendation to Purchase the Abbott Chemistry Analyzer (*Board will consider the approval of this purchase*)
4. Chief of Staff Report, Sierra Bourne MD:
- A. Annual Review of Critical Indicators (*Board will consider the approval of the Annual Review of Critical Indicators*)
 - 1. Radiology 2022
 - B. Medical Executive Committee Meeting Report (*Board will receive this information*)

Consent Agenda

- 5. Approval of District Board Resolution 22-04, to continue to allow Board meetings to be held virtually (*Board will consider the approval of this District Board Resolution*)
- 6. Approval of minutes of the February 16, 2022 Regular Board Meeting (*Board will consider the approval of these minutes*)
- 7. Approval of the minutes of the February 28, 2022 Special Board Meeting (*Board will consider the approval of these minutes*)
- 8. Operating Room Flooring Replacement Update (*Board will consider accepting this update*)
- 9. Eastern Sierra Emergency Physician Quarterly Report (*Board will consider accepting this report*)
- 10. Compliance Annual Board Report 2021 (*Board will consider accepting this report*)
- 11. Chief Executive Officer Report (*Board will consider accepting this report*)
- 12. Chief Medical Officer Report (*Board will consider accepting this report*)
- 13. Chief Nursing Officer Report (*Board will consider accepting this report*)
- 14. Financial and Statistical reports as of January 31, 2022 (*Board will consider accepting this report*)

15. Approval of Policies and Procedures (*Board will consider the approval of these Policies and Procedures*)

- A. Patient Visitation Rights
- B. District Issued Cell Phone/ Electronic Communication Device Use By Employees
- C. Consent for Medical Treatment
- D. Compliant or Grievance Process for Reporting, Tracking, Investigating and Resolution
- E. Regulatory Survey Security
- F. District Furnished Uniforms
- G. Disclosures of Protected Health Information Over the Telephone
- H. Appointment to the NIHD Board of Directors
- I. Election Procedures and Related Conduct
- J. Northern Inyo Healthcare District Board of Directors Conflict of Interest
- K. Suggested Guidance to Fill a Board Vacancy by Appointment
- L. Work Flow for Appointments to Fill Board Vacancy

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

17. Public comments on closed session items.

18. Adjournment to Closed Session to/for:

- A. Report involving trade secret – Health & Safety Code Section 1462
Discussion will concern proposed new service, program, or facility.
- B. Conference with legal counsel, anticipated litigation. Significant exposure to litigation (pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9)(thirteen 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 (pursuant to Government Code Section 54957 (b))
title: Chief Executive Officer.

19. Return to Open Session and report of any action taken (Information item)

20. Approval of the Stryker Orthopedic Surgery Equipment Purchase Agreement and related Agreement. (*Board will consider the approval of these agreements*)

21. Adjournment

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

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

Date: 03/07/2022

Title: **BOARD MEMBER APPOINTMENT TO AD HOC ONBOARDING COMMITTEE**

Synopsis: The NIHD Board of Director's Governance Committee is recommending the appointment of two (2) NIHD Board members to the Ad Hoc Board Member Onboarding Committee. This committee is an Ad Hoc Committee to the NIHD Board Governance Committee who will focus on the review of existing policies/processes/practices, and the development of industry best practices for onboarding processes of new NIHD Board members.

The NIHD Governance Committee makes this recommendation knowing 2022 is a re-election year for three current Board members. The Committee also recognizes the need for a strong foundation for the onboarding process of Board members in any given year

Prepared and Approved by: Kelli Davis, Chief Executive Officer



**NORTHERN INYO HEALTHCARE DISTRICT
BOARD OF DIRECTORS
GOVERNANCE COMMITTEE
MEETING MINUTES**

Date: March 3, 2022, 7:00a.m. Teleconference

1. CALL TO ORDER 7:01am

2. ROLL CALL

Board: Jody Veenker, Chair; Jean Turner, Treasurer

Staff: Kelli Davis, CEO; Cori Stearns, Executive Administrative Assistant

Other: None

3. APPROVAL OF MINUTES OF: February 8, 2022 – Approved via email for February 16, 2022, NIHD Board Meeting Packet. *(Included in Governance Committee agenda for informational review/use)*

4. ITEMS FOR COMMITTEE DISCUSSION AND/OR RECOMMENDATION

4.1 Board Governance

4.1.1 New Board Member Onboarding Discussion

Governance Committee discussed 2022 Board Member term completion, re-election and onboarding of new Board Members including required submission of documents.

2022 will see three NIHD Board of Director's up for re-election. Review and consideration of current policies and practices associated with vacancies, elections, candidate selection, onboarding and ongoing clarity of Board member processes for a long-term strong foundation for the NIHD Board of Director's is a priority. Additional discussion was held regarding the documentation requirements for Board members including the vaccination history.

Action: March 16, 2022, NIHD regularly scheduled Board Meeting agenda will include Ad Hoc Onboarding Committee appointment request for 2 Board members.

Kelli will reach out to ACHD, CHA and potentially other associations for guidelines on vaccination and supplemental documentation standards for District Board member. Findings will be sent to Jody and Jean for consideration during future Governance Committee meetings.

4.2 NIHD Board Policies Review

Governance Committee review and discussion of Board policies. Kelli sent 5 documents for review.

4.2.1 Governance Committee Policies for review

"Appointments to the NIHD Board of Directors" – No revisions noted by Committee

"Election Procedures and Related Conduct" – No revisions noted by Committee

"Northern Inyo Healthcare District Board of Directors Conflicts of Interest" – No revisions noted by Committee

"Workflow for Appointments to Fill Board Vacancy" – No revisions noted by Committee

"Suggested Guidance to Fill a Board Vacancy by Appointment" – Discussion was held regarding the inclusion of the Guidelines for Interviewing" being included as part of the policy. The group will



**NORTHERN INYO HEALTHCARE DISTRICT
BOARD OF DIRECTORS
GOVERNANCE COMMITTEE
MEETING MINUTES**

Date: March 3, 2022, 7:00a.m. Teleconference

recommend the questions be removed from the policy with a separate reference document being developed and stored with the Administrative Assistant – Board Clerk and made available upon request by the Board. This change will required revised language for #10 on page 2.

Action: Kelli will create a separate “Guidelines for Interviewing” and remove this from the policy. Item #10 on page 2 of this policy will be revised with language as suggested. All 5 policies will be presented to the Board of Director’s during the March 16, 2022, Board Meeting for consideration and approval.

4.2.2 Governance Committee Consideration of Sample Tahoe Forest Health System Policies

Guidelines for Business by the Tahoe Forest Hospital District Board of Directors
Onboarding and Continuing Education of Board Members

Governance Committee discussed these two policies and recent interactions with a new contact at Tahoe Forest Health System. Additional information will be shared with the Governance Committee in the future as learning resources and growth/development opportunities for the NIHD Board of Director’s. The importance of annual Board member retreats was discussed. The Committee appreciated the specificity of the Guidelines for Business including “late additions of documents, structuring the agenda to recognize time commitments of speakers, consent agenda structure, and proper process template for the Chair to reference”. Additional discussion was had regarding community complaint processes and referral to CEO for addressing and providing regular reporting to the Board. The Committee recognized the importance of an “Order and Decorum” policy for structure and sustainability of a strong foundation for the Board for years to come.

Action: Kelli will research and provide information on Order & Decorum and Guidelines for the next Governance Committee meeting for discussion. Kelli will share feedback she receives from Carma Bass at Via Consulting for service opportunities and facilitator resources.

4.3 Governance Committee Charter Discussion

Governance Committee review and discussion of best practices for a charter was tabled for the next meeting.

5. NEXT MEETING DATE

Thursday, March 10, 7am

6. ADJOURNMENT OF MEETING

8:02am

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

Date: March 4, 2022

Title: **Appointment of 2 NIHD Board of Director's members to the Community Health Needs Assessment Planning Taskforce**

Synopsis:

A Community health needs assessments (CHNAs) is an assessment of the wellness needs within a community. As part of the Accountable Care Act (ACA), the federal government began mandating CHNAs to ensure non-profit hospitals were producing community benefits with the costs saved from certain IRS tax exemptions.

Non-profit hospitals must conduct a CHNA every three years and use that assessment to devise an action/intervention plan. Hospitals must also make those documents publicly available, usually on the hospital website.

NIHD is due to complete a CHNA this year and vendor outreach is currently underway. In the best interests of our community, partnering and collaborating with providers, local government agencies, community members, service provider and community healthcare partners is key.

The average CHNA takes approximately 6-8 months from start to final report. We anticipate a start date of no later than May.

The NIHD Executive Team will be initiating the development of an NIHD CHNA Planning Taskforce comprised of key District and community stakeholders. We are requesting the appointment of 2 NIHD Board members to sit on this Taskforce.

Prepared and Approved by: Kelli Davis, Chief Executive Officer

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

Date: March 4, 2022

Title: **BOARD MEMBER APPOINTMENT TO FINANCE COMMITTEE**

Synopsis:

The Executive Team is requesting the appointment of one (1) NIHD Board Member to the NIHD Finance Committee. This committee is tasked with matters pertaining to NIHD finances, including but not limited to budget, return on investments considerations for service lines and audit related activities.

The Chair of this committee is Vinay Behl.

Prepared and Approved by: Kelli Davis, Chief Executive Officer

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

Date: 03/07/2022

Title: **NORTHERN INYO HEALTHCARE DISTRICT RE-CERTIFICATION WITH THE
ASSOCIATION OF CALIFORNIA HEALTHCARE DISTRICTS (ACHD)**

Synopsis:

In July 2018, Northern Inyo Healthcare District received our initial certification with ACHD. District hospitals are required to seek re-certification every 3 years. The re-certification process was initiated during the summer of 2021 by our Administrative Assistant – Board Clerk, Erika Hernandez.

The District has officially received re-certification with ACHD. Our next re-certification due date is December 13, 2024.

Attached is a copy of the ACHD certificate received late February 2022.

Prepared by: Erika Hernandez, Administrative Assistant/Board Clerk

Approved by: Kelli Davis, Chief Executive Officer



THIS IS TO CERTIFY THAT

Northern Inyo Healthcare District

Has successfully demonstrated *Best Practices in Governance*
through the Re-Certification process on December 13, 2021

A handwritten signature in blue ink that reads "Karin Freese Hennings".

KARIN FREESE HENNINGS
Board Chair

A handwritten signature in black ink that reads "Catherine Martin".

CATHERINE MARTIN
Chief Executive Officer

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

Date: 03/07/2022

Title: **CHEMISTRY ANALYZER PURCHASE REQUEST**

Synopsis:

NIHD is nearing the end of a 5 year fair market value (FMV) lease for our chemistry analyzers. Our Chemistry analyzers are the cornerstone of our laboratory services and account for well over 60% of our current revenues from Laboratory services. More importantly, these analyzers provide test results for almost 50% of our communities demand for lab services. At this point we have the option of extending the lease for another 12 month period or purchasing the analyzers at FMV. Purchasing the analyzers for \$46,000 has only 6 month payback and after payback results in a reduction of operating costs of over \$100,000 annually.

Prepared by: Vinay Behl, Interim Chief Financial Officer

Reviewed by: Kelli Davis, Chief Executive Officer

THERMO FISHER FINANCIAL

PO BOX 824018
PHILADELPHIA, PA 19182-4018

Full Buyout with Equipment Purchase

Quote Effective Date: March 02, 2022

To:
NORTHERN INYO HEALTHCARE DISTRICT
150 PIONEER LN
BISHOP, CA 93514-2599

From: Etai Edelstein
THERMO FISHER FINANCIAL
1111 OLD EAGLE SCHOOL RD
WAYNE, PA 19087-1453

Customer Information

NORTHERN INYO HEALTHCARE DISTRICT
150 PIONEER LN
BISHOP, CA 93514-2599

Contract: 100-10116315
Account Number: 386740
Equipment: SEE ATTACHED
Quote Number: 16068973

Per your request, the Full Buyout with Equipment Purchase payment due on the above contract is:

Remaining Payments:	\$16,824.96
Less Discount:	\$0.00
Equipment Price:	\$46,000.00
Sales Tax :	\$4,709.20
Property Tax Reimbursement:	\$2,226.21
Outstanding Charges:	\$548.65
Less Security Deposit:	\$0.00
Full Buyout with Equipment Purchase Amount:	\$70,309.02

This Buyout payment is due upon receipt of this invoice. Ownership to the equipment will pass upon our receipt of the Buyout amount. This Buyout quote is void if payment is not received by April 01, 2022.

Please include the lower portion of this invoice with your remittance. Your check should be made payable to THERMO FISHER FINANCIAL and mailed to PO BOX 824018 PHILADELPHIA, PA 19182-4018. If you have any questions, please call Etai Edelstein at +1 (610) 386-5000 x3070.

Thank you for allowing us to serve you.

Keep upper portion for your records - Please return the lower part with your payment

Remittance Section

THERMO FISHER FINANCIAL

Quote No.	Contract Number	Due Date
16068973	100-10116315	04/01/2022
Total Due		Amount Enclosed
\$70,309.02		\$

NORTHERN INYO HEALTHCARE DISTRICT
150 PIONEER LN
BISHOP, CA 93514-2599

Please make check payable to
THERMO FISHER FINANCIAL
PO BOX 824018
PHILADELPHIA, PA 19182-4018



THERMO FISHER FINANCIAL

PO BOX 824018
PHILADELPHIA, PA 19182-4018

Equipment Schedule for the Full Buyout with Equipment Purchase

To:
NORTHERN INYO HEALTHCARE DISTRICT
150 PIONEER LN
BISHOP, CA 93514-2599

From:
THERMO FISHER FINANCIAL
1111 OLD EAGLE SCHOOL RD
WAYNE, PA 19087-1453

The Buyout in the amount of \$70,309.02 dated March 02, 2022 for Contract Number 100-10116315 with NORTHERN INYO HEALTHCARE DISTRICT only applies to the equipment listed below:

Make	Model	Serial Number
ABBOTT	TWO (2) ARCHITECT ci4100	C401956, C401955



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: March 3, 2022
RE: Medical Executive Committee Report

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

- A. Annual Review of Critical Indicators (*action item*)
 - 1. Radiology 2022

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

Radiology Services Committee

Critical Indicators

2022

1. Death within 24 hours of invasive procedure.
2. Admission to ED within 24 hours of invasive procedure.
3. Severe contrast reaction.
4. Code Blue in the department
5. Patient called back for having wrong procedure performed.

~~6. Staff or patient concerns.~~

TCR Peer Review:

1. By policy, 5 % of mammo, mri and IR procedures are randomly selected and undergo peer review
2. Each week 5 cases are selected randomly and are peer reviewed.
3. We are moving to an automated peer review process within our Nuance dictation service.
4. Any case requested by another staff physician or department/MEC
5. Staff/MD concern

Approvals

Radiology Services Committee: 02/16/2022

Medical Executive Committee: 03/03/2022

Board of Directors:

RESOLUTION NO. 22-04

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 16th day of March, 2022 by the following roll call vote:

AYES:

NOES:

ABSENT:

Jody Veenker, Chair
Board of Directors

ATTEST:

Name: Erika Hernandez
Title: Board Clerk

CALL TO ORDER The meeting was called to order at 5:30 pm by Jody Veenker, District Board Chair.

PRESENT Jody Veenker, Chair
Mary Mae Kilpatrick, Vice Chair
Jean Turner, Treasurer
Robert Sharp, Member-at-Large
Kelli Davis MBA, 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)
Sierra Bourne MD, Chief of Staff

ABSENT Topah Spoonhunter, Secretary

OPPORTUNITY FOR PUBLIC COMMENT Ms. Veenker announced that the purpose of public comment is to allow members of the public to address the Board of Directors. Public comments shall be received at the beginning of the meeting and are limited to three (3) minutes per speaker, with a total time limit of thirty (30) minutes being allowed for all public comment unless otherwise modified by the Chair. Speaking time may not be granted and/or loaned to another individual for purposes of extending available speaking time unless arrangements have been made in advance for a large group of speakers to have a spokesperson speak on their behalf. Comments must be kept brief and non-repetitive. The general Public Comment portion of the meeting allows the public to address any item within the jurisdiction of the Board of Directors on matters not appearing on the agenda. Public comments on agenda items should be made at the time each item is considered. No Public Comments were heard.

NEW BUSINESS

AUXILARY BYLAWS Chief Executive Officer, Kelli Davis, Chief Executive Officer called attention to the proposed revised Auxiliary Bylaws and clarified questions for the Board. It was moved by Robert Sharp, seconded by Jean Turner, and passed with a 4 to 0 vote to approve the revised Auxiliary Bylaws as presented.

Absent: Topah Spoonhunter

APPROVAL OF THE GLOBAL SERVICES BY HYLAND ONE CONTENT AGREEMENT Ms. Davis called attention to the proposed Global Services by Hyland One Content Agreement. It was moved by Mr. Sharp, seconded by Ms. Turner, and passed with a 4 to 0 vote to approve the Global Services by Hyland One Content Agreement as presented.

Absent: Topah Spoonhunter

NORTHERN INYO
 HEALTHCARE
 DISTRICT
 GOVERNANCE
 COMMITTEE UPDATE

Ms. Davis provided an update on the recent Board of Directors Governance Committee meetings with Director Veenker and Director Turner.

NORTHERN INYO
 HEALTHCARE
 DISTRICT
 COMMITTEES WITH
 BOARD
 PARTICIPATION

Ms. Davis called attention to the need to select a Northern Inyo Healthcare District Board Member to serve on the Finance Committee. Ms. Veenker will seek Board interest to participate in this committee at the next Regular Board meeting.

LETTER TO THE WHITE
 HOUSE REGARDING
 NURSE STAFFING
 AGENCIES CONCERNS

Ms. Davis reported on the letter to the White House, explained that many staff agencies continue to increase hourly rates for nurses, making it challenging for most healthcare organizations.

CHIEF OF STAFF
 REPORT

Chief of Staff Sierra Bourne, MD, reported following review and consideration the Medical Executive Committee recommends approval of the following Medical Staff Reappointments for the calendar years 2022-2023:

MEDICAL STAFF
 REAPPOINTMENT

	Practitioner	Title	Specialty	Category
1	Ahmed, Farres	MD	Radiology	Courtesy
2	Alim, Muhammad	MD	Pulmonology	Telemedicine
3	Atwal, Danish	MD	Cardiology	Telemedicine
4	Bowersox, Jon	MD	General Surgery	Active
5	Brieske, Timothy	MD	Family Medicine	Active
6	Brown, Stacey	MD	Family Medicine	Active
7	Bryce, Thomas	MD	Radiology	Telemedicine
8	Chan, Brandon	MD	Radiology	Telemedicine
9	Dell, Alissa	FNP	Family Nurse Practitioner	APP
10	Dillon, Michael	MD	Emergency Medicine	Active
11	Ebner, Benjamin	MD	Cardiology	Telemedicine
12	Erogul, John	MD	Radiology	Courtesy
13	Farooki, Aamer	MD	Radiology	Telemedicine
14	Figueroa, Jennifer	PA-C	Family Practice	APP
15	Firer, Daniel	MD	Emergency Medicine	Active
16	Fong, Nancy	FNP	Family Nurse Practitioner	APP
17	Garg, Shilpi	MD	Cardiology	Telemedicine
18	Gaskin, Gregory	MD	Emergency Medicine	Active
19	Graves, Casey	MD	Emergency Medicine	Active
20	Harvey, Carly	MD	Radiology	Courtesy
21	Hathaway, Nickoline	MD	Internal Medicine	Active

22	Hawkins, John(Adam)	DO	Emergency Medicine	Active
23	Hewchuck, Andrew	DPM	Podiatry	Active
24	Jesionek, Adam	MD	Internal Medicine	Active
25	Kamei, Asao	MD	Internal Medicine	Active
26	Khine, Htet	MD	Cardiology	Telemedicine
27	Kim, Martha	MD	OB/GYN	Active
28	Klabacha, Rita	PA-C	Family Practice	APP
29	Loos, Stephen	MD	Radiology	Active
30	Ma, Ruhong	DO	Internal Medicine	Active
31	Majlessi, Azadeh	MD	Rheumatology	Telemedicine
32	Maki, Erik	MD	Radiology	Courtesy
33	Malloy, Sarah	FNP	Family Nurse Practitioner	APP
34	Meredick, Kristin	MD	Pediatrics	Active
35	Meredick, Richard	MD	Orthopedic Surgery	Active
36	Norris, Jennifer	CNM	Nurse Midwife	APP
37	O'Neill, Tammy	PA-C	Family Practice	APP
38	Patel, Nilem	MD	Endocrinology	Telemedicine
39	Peterson, Snow	DO	Sleep Medicine	Telemedicine
40	Pflum, Jeannie	DO	OB/GYN	Courtesy
41	Pillsbury, Kinsey	MD	Radiology	Telemedicine
42	Plank, David	MD	Plastic Surgery	Courtesy
43	Pomeranz, David	MD	Emergency Medicine	Active
44	Quach, Truong	MD	Internal Medicine	Active
45	Reid, Thomas	MD	Ophthalmology	Active
46	Ricci, Lindsey	MD	Pediatrics	Active
47	Rowan, Christopher	MD	Cardiology	Telemedicine
48	Saft, Amy	CRNA	Nurse Anesthesia	APP
49	Schweizer, Curtis	MD	Anesthesia	Active
50	Starosta, Sarah	PA-C	Family Practice	APP
51	Sullivan, Laura	MD	Cardiology	Telemedicine
52	Swackhamer, Robert	MD	Cardiology	Telemedicine
53	Tiernan, Carolyn	MD	Emergency Medicine	Active
54	Tseng, Ian	MD	Radiology	Telemedicine
55	Turner, Gary	MD	Radiology	Courtesy
56	Wakamiya, Anne	MD	Internal Medicine	Active
57	Wasef, Eva	MD	Pathology	Active
58	Wei, Stephen	MD	Radiology	Telemedicine
59	Wilson, Christopher	MD	Cardiology	Telemedicine

It was moved by Mr. Sharp, seconded by Ms. Turner, and passed with a 4 to 0 vote to approve all fifty-nine (59) Medical Staff Reappointment as requested.

Absent: Topah Spoonhunter

**MEDICAL STAFF
APPOINTMENTS**

Doctor Bourne also reported, following review consideration and approval by the appropriate Committees, the Medical Executive Committee recommends approval of the following Medical Staff

Appointments:

1. Jennifer Lizcano, MD (internal medicine) – active staff
2. Geoffrey McWilliams, MD (musculoskeletal radiology) – telemedicine staff, Tahoe Carson Radiology

It was moved by Mr. Sharp, seconded by Ms. Turner, and passed with a 4-0 to approve the two (2) Medical Staff Appointment as requested.

Absent: Topah Spoonhunter

MEDICAL STAFF
APPOINTMENTS

Doctor Bourne, additionally reported the Medical Executive Committee recommends approval of the following Medical Staff Appointments - Credentialing by Proxy:

1. Ara Kassarjian, MD (teleradiology, Quality Nighthawk) – telemedicine staff

It was moved by Mary Mae Kilpatrick, seconded by Mr. Sharp, and passed with a 4 to 0 vote to approve the one (1) Medical Staff Appointment as requested.

Absent: Topah Spoonhunter

MEDICAL STAFF
RESIGNATIONS

Doctor Bourne, reported the Medical Executive Committee recommends approval of the following Medical Staff Resignation:

1. Shabnamzehra Bhojani, MD (telepsychiatry) – effective 12/15/2022

It was moved by Mr. Sharp, seconded by Ms. Kilpatrick, and passed with a 4 to 0 vote to approve the one (1) Medical Staff Resignation as requested.

Absent: Topah Spoonhunter

POLICIES

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

1. Medical Staff Department Policy – Hospital Medicine
2. Medical Staff Department Policy – Radiology
3. Practitioner Re-Entry Policy
4. Scope of Service for the Respiratory Care Department
5. Weights for Infant and Pediatric Patients
6. Death in the Operating Room
7. Medical Students in the OR
8. Operating Room Attire
9. Standardized Procedure for Registered Nurse First Assistant
10. Surgical Procedures that Require Special Consents

It was moved by Ms. Turner, seconded by Mr. Sharp, and passed with a 4 to 0 to approve all ten (10) Policies as requested.

Absent: Topah Spoonhunter

NEW MEDICAL STFF
PRIVILEGE FORMS

Doctor Bourne, reported the Medical Executive Committee recommends approval of the following New Medical Staff Privilege Forms:

1. General Surgery
2. Colon & Rectal Surgery
3. Podiatry
4. Orthopedic Surgery
5. Obstetrics & Gynecology

It was moved by Ms. Kilpatrick, seconded by Ms. Turner, and passed with a 4 to 0 vote to approve all five (5) New Medical Staff Privilege Forms as requested.

Absent: Topah Spoonhunter

ANNUAL REVIEW OF
CRITICAL INDICATORS

Doctor Bourne, reported the Medical Executive Committee recommends approval of the following Annual Review of Critical Indicators:

1. Neonatal
2. Pediatric
3. Anesthesia
4. Surgery

It was moved by Ms. Kilpatrick, seconded by Mr. Sharp, and passed with a 4-0 to approve all four (4) Annual Review of Critical Indicators as requested.

Absent: Topah Spoonhunter

MEDICAL EXECUTIVE
COMMITTEE REPORT

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

CONSENT AGENDA

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

1. *Approval of District Board Resolution 22-03, to continue to allow Board meetings to be held virtually.*
2. *Approval of minutes of the January 19, 2022 Regular Board Meeting*
3. *Operating Room Flooring Replacement Update*
4. *Pioneer Home Health Care Quarterly Report*

5. *Financials and Statistical reports as of December 31, 2021*

It was moved by Ms. Turner, seconded by Ms. Kilpatrick, and passed with a 4-0 vote to approve all five (5) Consent Agenda items as presented.

Absent: Topah Spoonhunter

BOARD MEMBER
REPORTS ON ITEMS OF
INTEREST

Ms. Veenker additionally asked if any members of the Board of Directors wished to report on any items of interest. No reports were provided.

PUBLIC COMMENTS
ON CLOSED SESSION
ITEMS

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

ADJOURNMENT TO
CLOSED SESSION

At 6:09 pm Ms. Veenker announced the meeting would adjourn to Closed Session to allow the District Board of Directors to:

- A. Report involving trade secret – Health & Safety Code Section 1462 Discussion will concern proposed new service, program, or facility.
- 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, existing litigation (pursuant to Gov. Code Section 54956.9(d)(1) One case. Cassidy v. NIHD

RETURN TO OPEN
SESSION AND REPORT
OF ANY ACTION
TAKEN

Ms. Veenker additionally noted that it was not anticipated that an action would be reported out following the conclusion of Closed Session.

At 7:08 pm, the meeting returned to Open Session. Ms. Veenker reported that the Board took no reportable action.

ADJOURNMENT

The meeting adjourned at 7:09 pm.

Jody Veenker, Chair

Attest: _____
Topah Spoonhunter, Secretary

- CALL TO ORDER** The meeting was called to order at 6:00 pm by Jody Veenker, District Board Chair.
- PRESENT** Jody Veenker, Chair
Mary Mae Kilpatrick, Vice Chair
Topah Spoonhunter, Secretary
Jean Turner, Treasurer
Robert Sharp, Member-At-Large
Kelli Davis, Chief Executive Officer
Vinay Behl, Interim Chief Financial Officer
Joy Engblade, Chief Medical Officer
Allison Partridge, Chief Nursing Officer
- OPPORTUNITY FOR PUBLIC COMMENT** Ms. Veenker reported at this time, members of the audience may speak only on items listed on the Notice for this meeting, and speakers will be limited to a maximum of three minutes each. The Board is prohibited from generally discussing or taking action on items not included on the Notice for this meeting. No comments were heard.
- ADJOURNMENT TO CLOSED SESSION** At 6:02 pm Ms. Veenker announced the meeting would adjourn to Closed Session to allow the District Board of Directors to:
- A. Conference with legal counsel, anticipated litigation. Significant exposure to litigation (pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9)(one case)
- RETURN TO OPEN SESSION AND REPORT OF ACTION TAKEN** At 6:33 pm the meeting returned to Open Session. Ms. Veenker reported that the Board took no reportable action.
- ADJOURNMENT** The meeting was adjourned at 6:34 pm.

Jody Veenker, Chair

Attest:

Topah Spoonhunter, Secretary

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

Date: 02/23/2022

Title: **OR FLOORING**

Synopsis: UPDATE

The installation of the flooring in phase 3 is complete. OR 3 will be terminally cleaned and put back into service. Restocking and re commissioning of OR 3 will take place during the week of 2/23/22. We are expecting to have OR 3 back in service for emergent surgeries by 2/28/22.

Vendors will be back onsite during the week of 2/28/22 to move infection control walls and remove equipment from PACU in preparation of phase 4 which will start 2/28/22. We expect the installation of phase 4 to take place during the following 10 days. Phase 4 is the final phase, it will take approximately 3 days to get PACU put back together. Once that is complete the project is complete.

Prepared by: Scott Hooker Director of Facilities

Approved by: Kelli Davis, Chief Executive Officer



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

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

DATE: March 2022
TO: Board of Directors, Northern Inyo Healthcare District
FROM: John Hawkins, DO
RE: Eastern Sierra Emergency Physicians (ESEP) Quarterly Report

ESEP Report:

All of the physicians at ESEP are very happy with the new contract between ESEP and The District. ESEP has been busy recruiting for the past few months. We are excited to announce that ESEP is hiring a new ER physician, Dr. Chelsea Robinson who is finishing her residency in Emergency Medicine at UCLA Medical Center and will be moving to Bishop this summer. We are also excited to welcoming Dr. Atashi Mandal, MD to ESEP. Dr. Mandal has been providing excellent care to the patient's of our community for years and both her and ESEP are very excited to partner together. With the hiring of Dr. Mandal, the hospitalist at NIHD are now 97% ESEP staffed! ESEP continues to staff the hospital 24/7 and also provides services at the Hospital Medicine Clinic which sees Preoperative patients and patients who do not have a primary care physician. We are recruiting for another hospitalist to join our group, hopefully this summer.

The ESEP hospitalist and ER physicians are also exploring ways to improve the acute stroke care within NIHD. Caring for our patient's suffering from acute cerebrovascular accidents (CVA's or "strokes") has always been one of the more challenging cohorts of patients that we manage. We are in talks to improve the current CVA management protocols and are also exploring options to bolster our relationships with regional tertiary stroke centers to provide our patients with the most state of the art care.

Otherwise, our Emergency Medicine, MAT Program, Anesthesia, and Hospitalist programs are running smoothly. Thank you for your time as always!

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

Date: February 25, 2022

Title: **Compliance Annual Board Report CY 2021**

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

Prepared by: *Patty Dickson*
Patty Dickson
Compliance Officer

Reviewed by: *Kelli Davis*
Name Kelli Davis, Chief Executive Officer
Title of Chief who reviewed



Annual Compliance Report for Calendar Year 2021 March 2022

1. **Comprehensive Compliance Program review** – no update since Compliance Report of 02/2021.
 - A. A review of the NIHD Compliance Program will be on the agenda for the May 2022 Compliance and Business Ethics Committee meeting.
2. **Audits**
 - A. Employee Access Audits - The Compliance Department Analyst completes audits for access of patient information systems to ensure employees’ access records only on a work-related, need-to-know, and minimum necessary basis.
 - i. Cerner semi-automated auditing software tracks all workforce interactions and provides a summary dashboard for the compliance team. The dashboard provides “flags” for unusual activity.
 - a. New Employee Audits: 169
 - I. Flags: 9
 - II. Flags resulting in policy violations: 0
 - b. For Cause Audits: 51
 - I. Flags: 5
 - II. Flags resulting in policy violations: 2
 - c. In “own” chart flags: 28
 - I. Flags resulting in policy violations: 28
 - i. Provided education and training: 28
 - ii. No repeat policy violations.
 - d. Same Last Name Flags: 408
 - I. Flags resulting in policy violations: 0
 - B. Business Associates Agreements (BAA) audit
 - i. Business Associates are vendors who access, transmit, receive, disclose, use, or store protected health information in the course of providing business services to the District. These vendors range from our billing and coding companies to companies that provide medical equipment that transmits protected health information to our electronic health record. The Business Associates Agreements assure NIHD that the vendor meets the strict

- governmental regulations regarding how to handle, transmit, and store protected information to protect NIHD and NIHD patient information.
- ii. NIHD currently has approximately 170 Business Associates Agreements.
- C. Contract and Agreement reviews/audit
- i. From March of 2021 through December 2021, 391 contracts and agreements have been reviewed by the Compliance Officer.
 - ii. Those contracts and agreements are in the following status:
 - a. 259 are fully executed/completed
 - b. 53 are in the review process
 - c. 22 are on hold
 - d. 57 are existing contracts that need additional review
- D. PACS (Picture Archival and Communication System) User Access Agreements
- i. No new agreements.
 - ii. This may be because we are now able to share images through Nuance Powershare, reducing the number of providers that need access to NIHD systems.
- E. HIMS scanning audit
- i. Scheduled for Q2 CY 2022
- F. Email security audit/reviews
- i. Review emails security systems for violations of data loss prevention rules
 - ii. Weekly reviews (*page 10 of this annual report*)
 - a. Typically results in reminder emails to use email encryption sent to members of workforce.
 - b. Occasionally results in full investigations of potential privacy violations.
- G. Language Access Services Audit
- i. Compliance is waiting for a report to be developed to allow selection of English as a Second Language (ESL) patients. Cerner doesn't currently have this report available.
 - ii. Language Access regulations are enforced by the HHS Office of Civil Rights.
- H. 340B program audits
- i. DHCS "Self-Audit" on Medi-Cal 340B

- ii. Currently the annual 340B program audit has been completed and the findings will be sent to Jones and Mayer.
- I. Vendor Diversity Audit – NIHD has around 1300 vendors.
 - i. Health and Safety Code Section 1339.85-1339.87 required the Department of Health Care Access and Information (HCAI, formerly OSHPD) to develop and administer a program to collect hospital supplier diversity reports including certified diverse vendors in the following categories: minority-owned, women-owned, lesbian/gay/bisexual/transgender-owned, and disabled veteran-owned businesses. NIHD was required to submit a report for CY2020 vendors.
 - ii. Compliance validated vendor diversity certification for all 1300 vendors.
 - iii. NIHD has 3 certified diverse vendors
 - a. 0% spend for CY 2020 with diverse vendors
 - b. CY 2021 report will be due July 1, 2022
 - c. Diversity reports are now required annually in CA. As of this time, there is no requirement to have a percentage of spend with diverse vendors, however, there is discussion of requiring plans for CA organizations and businesses to develop plans to increase vendor diversity.
 - d. Report has been submitted. It was submitted late, however, HCAI will not impose fines for late reports for 2020.
- J. Provider Verifications
 - i. More than 600 new referring providers were reviewed in 2021 to ensure they are not on a state or federal exclusions list
 - ii. 2 out of the ~600 providers were on exclusions lists. Compliance contacted them to address concerns with their referrals.

- iii. NIHD may not bill for referrals for designated health services from excluded providers. Billing for referrals from excluded providers could put NIHD at risk for false claims.
- 3. HIPAA Security Risk Assessment (SRA)** - Completed December 2021 requiring collaboration between Compliance Officer and Cyber Security Officer. (*pages 11-17 of this annual report*)
- A. Annual requirement to assess security and privacy risk areas as defined in 45 CFR 164.3. Review of 157 privacy and security elements performed in conjunction with Information Technology Services.
 - i. 11 areas of risk were found noted in the SRA
 - a. No critical areas
 - b. 2 areas of high risk
 - c. 6 areas of medium risk
 - d. 3 areas of low risk
 - ii. The Information Security Officer has also conducted penetration testing.
 - a. Following remediation of penetration testing findings, we will update the Security Risk Assessment.
- 4. CPRA (California Public Records Act) Requests**
- A. The Compliance office has received and responded to eleven (11) CPRA requests to date in 2021
 - B. The Compliance office has received and responded to one (1) CPRA request to date in 2022.
- 5. Compliance Work Plan** – Updated February 2022
- A. 2022 Compliance Work Plan is attached (*pages 18-21 of this annual report*)
 - B. Compliance outlines the proposed work plan for the Compliance Department based on areas of risk identified by the Office of Inspector General (OIG), Medicare Administrative Contractors (MACs), California Department of Public Health (CDPH), and other regulatory agencies.
 - C. The proposed work plan is designed to prevent or detect fraud, waste, and abuse, and other areas of non-compliance with regulatory guidance.
- 6. Conflicts of Interest**
- A. The Compliance department processed over 600 Conflicts of Interest (COI) forms in 2021. These disclosure forms are required to be submitted by all new workforce, for any workforce role changes, and all current workforce annually.

- B. The Business Compliance Team reviewed 160 COI forms for 2021, which listed potential conflicts. The actions listed below address new conflicts for 2021, and does not include conflict resolution(s) from prior years.
- i. 8 required no further action
 - ii. 12 required a new management plan
 - iii. 19 required a new Non-Disclosure Agreement
 - iv. All 160 received a letter of findings to let them know their COI form has been reviewed and what actions were taken or are required.
- C. No COI forms submitted to the compliance department noted any knowledge or concern for the following:
- i. Business transactions with an aim for personal gain
 - ii. Gifts, loans, tips, or discounts to create real or perceived obligations
 - iii. Use of NIHD resources for purposes other than NIHD business, NIHD sponsored business activities, or activities allowed by policy
 - iv. Bribes, kickbacks, or rewards with the intent to interfere with NIHD business or workforce
 - v. Use of NIHD money, goods, or services to influence government employees, or for special consideration or political contribution
 - vi. False or misleading accounting practices or improper documentation of assets, liabilities, or financial transactions
- 7. Unusual Occurrence Reports (UOR) - Transitioned back to Compliance in mid-April, 2021**
- A. UORs now triaged and addressed by the Compliance Team.
 - B. 529 UORs were entered into the tracking system in calendar year 2021, and reports on the data are included as *(pages 22-52 of this annual report)*
 - C. 375 UORs were closed in calendar year 2021.
 - D. The Compliance Team has been working diligently with Complytrack Report Writers.
 - i. Improved reporting capabilities and validation
 - ii. Compliance now has the ability to write simple reports and make small corrections when needed. Large or complicated reports will still need to be built by Complytrack consultants.

- E. Privacy Investigations – Compliance is happy to report that the privacy investigation summary information is again submitted with charts and graphs from data entered into the UOR system. (*page 53-60 of this annual report*)
- i. Privacy investigations/potential breaches since January 1, 2022
 - a. Reported to CDPH/OCR -1
 - b. Investigations still active in the Compliance Department - 4
 - c. Investigations closed by the Compliance Department with no reporting required -3
 - ii. Privacy investigations from 2021
 - a. Reported to CDPH/OCR 2021– 4
 - I. Two breaches have been substantiated with no deficiencies
 - II. 2 potential breaches are in submitted status
 - b. Investigations still active with Compliance Department – 0
 - c. Investigations closed by NIHD with no reporting required – 43
 - iii. Privacy investigations from 2020 (outstanding with regulatory agency)
 - a. Reported to CDPH/OCR 2020
 - I. One potential breach reported to CDPH is still in “progress” status according to the CDPH website. No determination has been made at this time.
 - II. Seven potential breaches reported to CDPH are still in “submitted” status at this time.
 - iv. Privacy investigations from 2019 (outstanding with regulatory agency)
 - a. Reported to CDPH/OCR 2019
 - I. One potential breach reported to CDPH is still outstanding, in “progress” according to the CDPH website. No determination has been made at this time.

8. Investigations

- A. Compliance conducted or assisted with 33 investigations/reviews that were not related to privacy/breach allegations.
- i. Regulatory agency requests (examples below, not an inclusive list)
 - a. Emergency Treatment and Labor Act (EMTALA) reviews
 - b. Occupational Safety and Health Administration (OSHA)
 - c. Department of Health Care Services (DHCS)
 - d. California Department Public Health (CDPH)

- ii. Third party payer grievances or reviews
- iii. Workforce compliance and ethics violations
- iv. Contractual obligation disputes
- v. Fraud, waste, and abuse concerns

9. Compliance and Business Ethics Committee (CBEC)

A. Meeting conducted in December 2021 for CY Q4

- i. Ethics discussion regarding when members of the CBEC should recuse themselves
- ii. Review of ongoing investigations
- iii. Revenue Cycle Update
- iv. Approved 5 policies and procedures

B. Meeting conducted in February 2022 for CY Q1

- i. Discussion of Fiscal Services' mandatory "Single Audit" related to federal funding the District received. Vinay will present results to the Board of Directors when available.
- ii. Approved 2 policies and procedures
- iii. Review of ongoing investigations
- iv. Revenue Cycle Update
- v. Review of 340B self-audit

C. Next meeting will be scheduled in May 2022

10. Issues and Inquiries

- A. Compliance researched hundreds of issues for various District workforce members and leadership in 2021, including but not limited to, COVID-19 mandates and changes, COVID-19 exceptions and exemptions, minor privacy regulations, Substance Abuse and Mental Health Services Administration (SAMHSA) regulations, confidentiality issues, release of information and information blocking regulations, SART regulations and information, physician departures, regulatory updates, and many other areas of interest and concern.
- B. Compliance was involved in many aspects of the Cerner implementation to ensure NIHD builds were in compliance with regulations, including but not limited to the following: patient portal information release, confidentiality settings, security access settings, department and document set-up, electronic patient documents.
- C. NIHD leadership and compliance worked with our local law enforcement partners to provide resources for them regarding what information healthcare professionals may

and may not provide to law enforcement officers. Compliance distributed the Release of PHI to Law Enforcement document to our ED team, our ED providers, and our law enforcement providers. (*pages 61-63 of this annual report*)

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

- A. Proper policies and policy management is a large component of an effective Compliance Program.
- B. A small team comprised of nursing, operations, compliance, and ITS representatives have been completing work on the policy management software optimization.
- C. Tracy Aspel, Compliance Policy Project Analyst, has touched more than 1800 policies (at least once) and worked to provide education to 7 members of the NIHD to be Policy Tech “superusers.”
- D. Ms. Aspel rolled out leadership training to all NIHD leadership.
- E. Ms. Aspel continues to facilitate policy updates for both Clinical Consistency Oversight Committee (CCOC) and Non-clinical Consistency Oversight Committee (NCOC).
- F. The Compliance Officer currently chairs the NCOC.

12. Rural Health Clinic Compliance Software

- A. Compliance is working with the Rural Health Clinic (RHC) leadership team to facilitate compliance software that will have all of the RHC’s inspection and survey information in one easily-accessible location. This software will also maintain documentation of review of the information by the RHC team.
- B. The software is called “inQuiseek.” It is designed and written specifically for RHCs by the company “inQuiseek.” These policies and procedures align with the CMS regulations specific to RHCs.
 - i. Specifically, Ms. Aspel is helping coordinate gathering the required information, verifying it, and getting it uploaded into the system.
 - ii. Ms. Aspel is also able to validate the information in the RHC system (InQuiseek) to ensure it is consistent with District policies and procedures.
 - iii. All documents from InQuiseek will go through the regular committee approval process, with final approval by the Board of Directors in the near future.

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

- A. Updating contracts/agreements status

- B. Including automated reminders for appropriate lead time for District leadership to review and update contracts that are expiring or auto-renewing, to ensure the District is meeting the requirements for monitoring contracts
- C. Adding key contract metrics to meet CMS and Joint Commission requirements for monitoring contract metrics
- D. Making the system easier to use for Accounting, Compliance, and other end-users
- E. Hosts about 2000 contracts (including archived and current contracts/agreements)

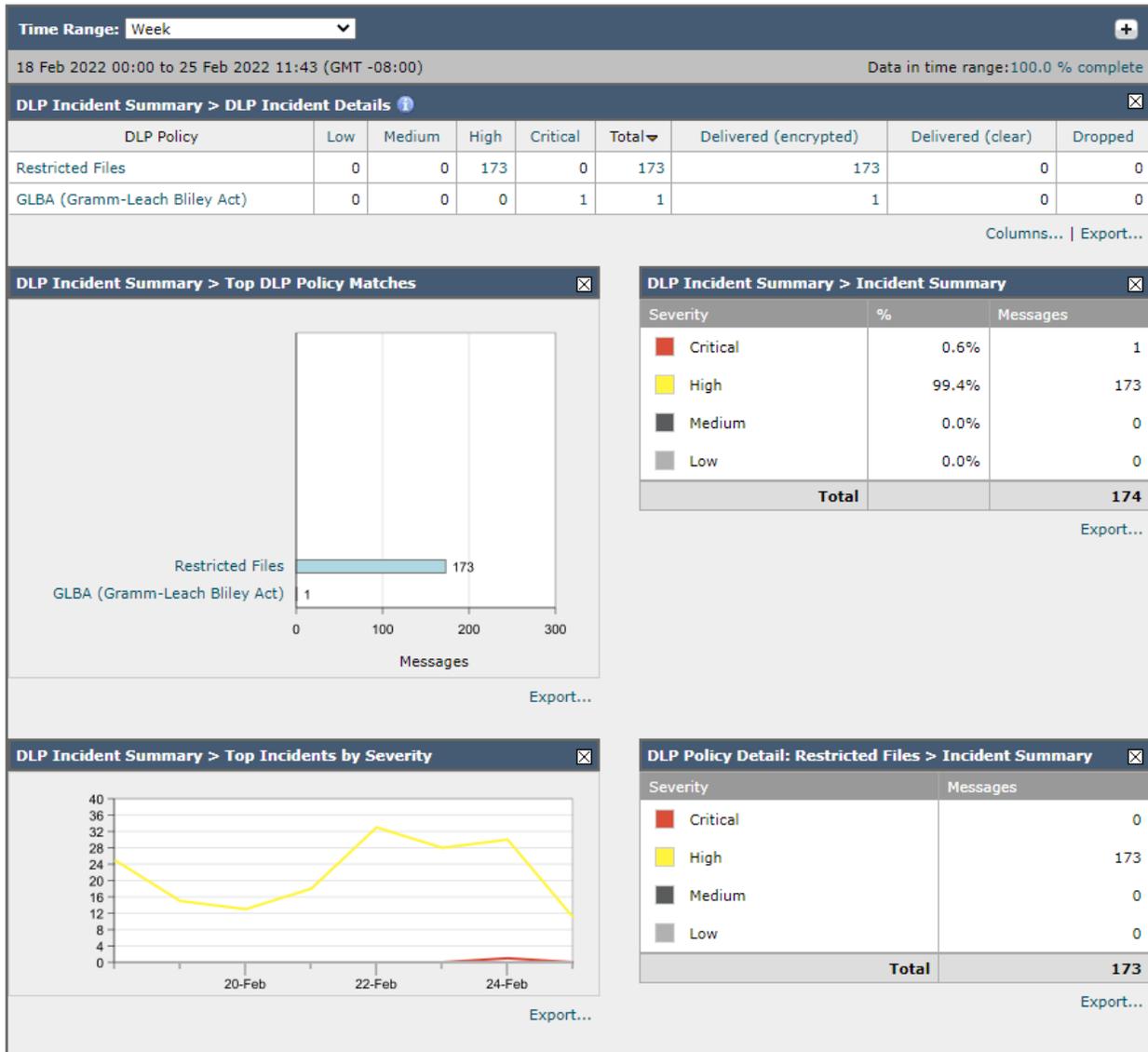
14. Forms Committee

- A. NIHD develops forms in compliance with our Forms Control Policy. Forms are branded with NIHD logos. There are standardized templates, designated fonts, official translations, and mandatory non-discrimination and language access information.
- B. All forms used at the District for patient care, regulatory requirements, orders, down-time documentation, standardized workflows, and process improvement are submitted to the Forms Committee. Once approved they are maintained in a location on the NIHD Intranet (a quick link named “Approved Forms”) for access by NIHD workforce.
- C. Forms Committee reviewed and approved over 130 forms in 2021.

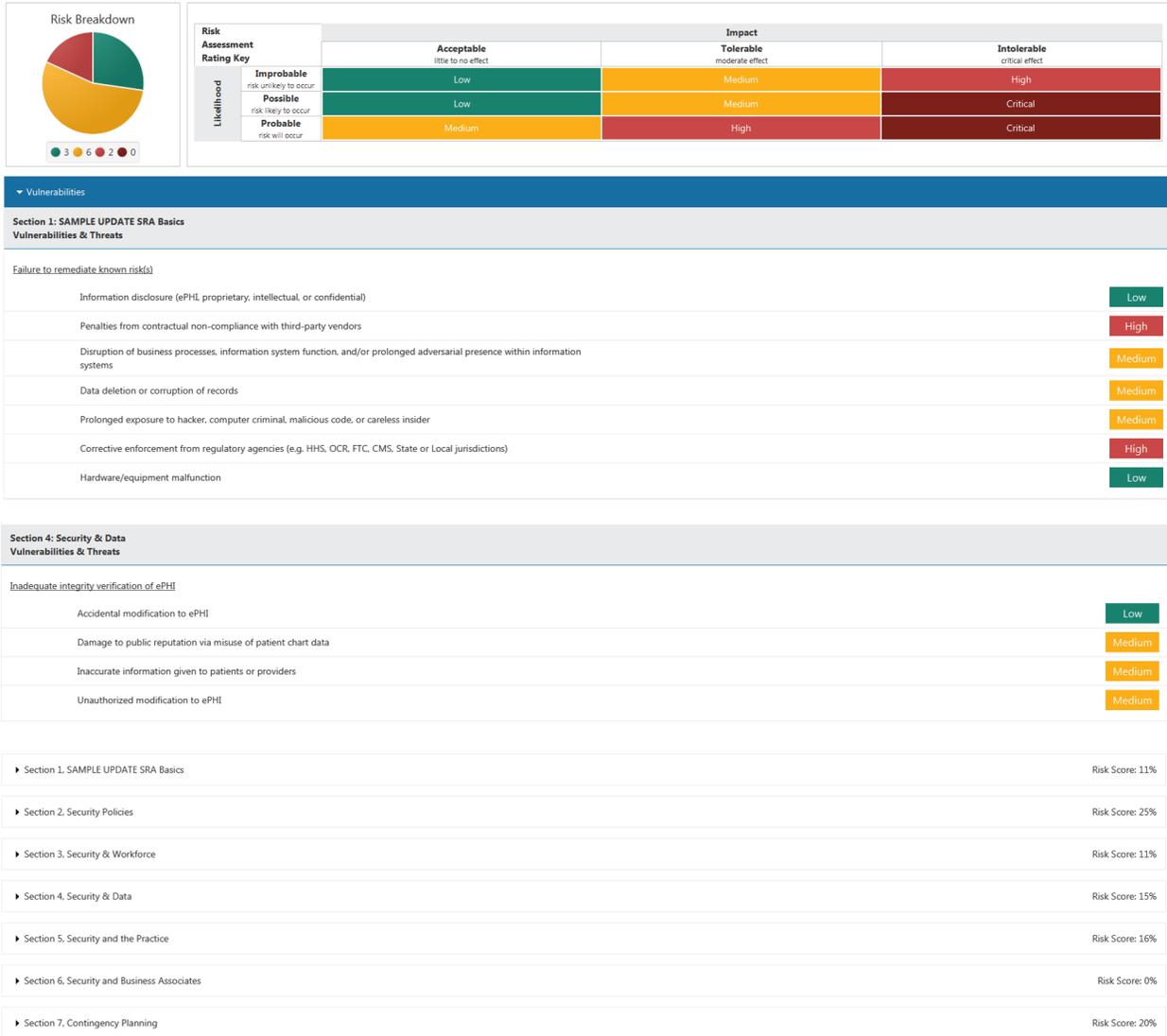
Sample of Email Security Report Weekly Monitoring

The sample below demonstrates the 172 emails were sent that violated our data loss prevention rules. This could mean that the email had an attachment that might include protected health information or personal identifying information. The email security system encrypted it because the sender did not encrypt it.

One email included consumer financial information that we are required to protect by the Gramm-Leach-Bliley Act. The sender did not encrypt the email, so the email security system encrypted it to protect the District.



2021 Security Risk Assessment



Section 1, SAMPLE UPDATE SRA Basics

Threats & Vulnerabilities

Failure to remediate known risk(s)

Information disclosure (ePHI, proprietary, intellectual, or confidential)	Low
---	-----

Penalties from contractual non-compliance with third-party vendors	High
--	------

Disruption of business processes, information system function, and/or prolonged adversarial presence within information systems	Medium
---	--------

Data deletion or corruption of records	Medium
--	--------

Prolonged exposure to hacker, computer criminal, malicious code, or careless insider	Medium
--	--------

Corrective enforcement from regulatory agencies (e.g. HHS, OCR, FTC, CMS, State or Local jurisdictions)	High
---	------

Hardware/equipment malfunction	Low
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Section 2, Security Policies

Threats & Vulnerabilities

No Threats and Vulnerabilities were selected or rated in Section 2.

Section 3, Security & Workforce

Threats & Vulnerabilities

No Threats and Vulnerabilities were selected or rated in Section 3.

Section 4, Security & Data

Threats & Vulnerabilities

Inadequate integrity verification of ePHI

Accidental modification to ePHI	Low
---------------------------------	-----

Damage to public reputation via misuse of patient chart data	Medium
--	--------

Inaccurate information given to patients or providers	Medium
---	--------

Unauthorized modification to ePHI	Medium
-----------------------------------	--------

Section 5, Security and the Practice

Threats & Vulnerabilities

No Threats and Vulnerabilities were selected or rated in Section 5.

Section 6, Security and Business Associates

Threats & Vulnerabilities

No Threats and Vulnerabilities were selected or rated in Section 6.

Section 7, Contingency Planning

Threats & Vulnerabilities

No Threats and Vulnerabilities were selected or rated in Section 7.

Areas for Review

Section	Question	Your Answer	Education
1	Q6. What do you include in your SRA documentation?	Our SRA documentation includes possible threats and vulnerabilities which we assign impact and likelihood ratings to. This allows us to determine severity. We do not include corrective action plans.	Corrective action plans should be developed as needed to mitigate identified security deficiencies according to which threats and vulnerabilities are most severe.

Section	Question	Your Answer	Education
2	Q1. Do you maintain documentation of policies and procedures regarding risk assessment, risk management and information security activities?	Yes, we have some documentation for our information security and risk management activities, but not all of our policies and procedures are documented.	You should document policies and procedures to ensure you consistently make informed decisions on the effective monitoring, identification, and mitigation of risks to ePHI.

Section	Question	Your Answer	Education
2	Q5. How does documentation for your risk management and security procedures compare to your actual business practices?	Our risk management and security documentation somewhat accurately reflects our business practices.	Risk management and security documentation should accurately reflect business practices. Ensure that your security documentation represents your actual security practices.

Section	Question	Your Answer	Education
3	Q1. Who within your practice is responsible for developing and implementing information security policies and procedures?	The role of security officer is described in our policy documentation, but the person who occupies that role is not named.	You should have a qualified and capable person appointed to the responsibility of security officer. Having a central point of contact helps ensure that information security practices are coordinated, consistent, and that the organization can be held accountable.

Section	Question	Your Answer	Education
3	Q7. How are roles and job duties defined as pertained to accessing ePHI?	We have written job titles, but no written roles or responsibilities for workforce members with access to ePHI.	Consider implementing procedures for the authorization and/or supervision of workforce members who work with ePHI or in locations where it might be accessed. If such procedures are determined to not be reasonable and appropriate, document the reason why and what is being done to compensate for these lack of procedures.

Section	Question	Your Answer	Education
4	Q6. Do you ensure all of your workforce members have appropriate access to ePHI?	Yes. We have written procedures to ensure workforce members' access privileges are minimum necessary but these are not always based on their roles.	You should implement and document procedures to ensure workforce members have access privileges based on their role and no higher than necessary to perform their duties. These procedures and access privileges should be appropriately approved and communicated.

Section	Question	Your Answer	Education
4	Q21. How do you determine the means by which ePHI is accessed?	Applications which access ePHI are identified, evaluated, approved, and inventoried, but we do not manage which devices can access these applications (e.g. workforce members# personal devices accessing a cloud-based EHR without first identifying and approving the device)	Unsecured points could compromise data accessed through an otherwise secure application. Consider implementing a device management process to ensure security standards are in place for all points accessing ePHI.

Section	Question	Your Answer	Education
4	Q22. Do you protect ePHI from unauthorized modification or destruction?	Yes. We have some procedures to protect the integrity of our ePHI but these may not be totally comprehensive.	Implement policies and procedures to protect ePHI from unauthorized modification or destruction, such as user activity monitoring or data validation tools.

Section	Question	Your Answer	Education
4	Q25. Have you implemented mechanisms to record activity on information systems which create or use ePHI ?	Yes. Activity on systems which create or use ePHI is recorded and examined through hardware, software or procedural mechanisms. However, this process is not formally documented in our procedures.	Mechanisms in place to record and examine activity on information systems which contain or use ePHI should be documented in your security documentation.

Section	Question	Your Answer	Education
5	Q1. Do you manage access to and use of your facility or facilities [i.e. that house information systems and ePHI]?	Yes. Authorization of access to and use of our facilities is verbally communicated, but we do not have written procedures.	Consider implementing documented procedures to govern access to facilities.

Section	Question	Your Answer	Education
5	Q8. Do you have an authorized user who approves access levels within information systems and locations that use ePHI?	Yes. We have a verbally communicated process for determining access to information systems, locations, and ePHI.	Consider assigning an authorized user to approve access levels with information systems and locations that contain and use ePHI. If this is determined to not be reasonable and appropriate, document the reason why and implement a compensating control.

Section	Question	Your Answer	Education
5	Q22. Do you ensure access to ePHI is terminated when employment or other arrangements with the workforce member ends?	Yes. We have a verbal process to ensure access to ePHI is changed or terminated as needed, but no written procedures.	Changes to access to ePHI should be documented in the event of device recovery, deactivation of user access, and changes in access levels or privileges. Policy documentation should include details on how the process is completed.

Section	Question	Your Answer	Education
5	Q23. Do you have procedures for terminating or changing third-party access when the contract, business associate agreement, or other arrangement with the third party ends or is changed?	No	Ensure that access to ePHI by third parties is terminated or changed appropriately when your contractual relationship with them s or changes, respectively.

Section	Question	Your Answer	Education
7	Q4. How do you ensure that your contingency plan is effective and updated appropriately?	We periodically review the plan's contents but do not perform any tests or exercises of the plan's effectiveness.	Consider periodically testing the contingency plan for effectiveness. Maintain documentation of contingency plan testing and revisions in your policies and procedures.

Section	Question	Your Answer	Education
7	Q9. How does your practice prevent, detect, and respond to security incidents?	We have a security incident response plan documented in our policies and procedures.	Consider testing the security incident response plan periodically using a documented process. The incident plan should cover broad categories of incidents to prepare for. Testing the incident plan is an effective means of preparation and training.

Section	Question	Your Answer	Education
7	Q12. Has your practice evaluated and determined which systems and ePHI are necessary for maintaining business-as-usual in the event of an emergency?	No, we have not implemented a process for identifying and assessing criticality of information systems.	Consider evaluating all hardware and software systems, including those of business associates, to determine criticality of the systems and ePHI that would be accessed. Document this process and include all mission-critical systems in your contingency plan.

Section	Question	Your Answer	Education
7	Q15. Do you have a plan for backing up and restoring critical data?	Yes, we have a plan for creating retrievable, exact copies of critical data and how to restore that data. We do not have a process for testing and revising this plan.	Consider conducting periodic tests of backup recovery procedures

No.	Item	Reference	Comments
Compliance Oversight and Management			
1.	Review and update charters and policies related to the duties and responsibilities of the Compliance Committees.	NIHD Compliance Program (p.17)	Revised November 2021
2.	Develop and deliver the annual briefing and training for the Board on changes in the regulatory and legal environment, along with their duties and responsibilities in oversight of the Compliance Program.	NIHD Compliance Program (p.17)	Need to review with Board of Directors where they will be getting their training. ACHD or privately?
3.	Develop a Compliance Department budget to ensure sufficient staff and other resources to fully meet obligations and responsibilities.		In progress
4.	District Policy and Procedure management		Rollout is complete. Leaders are working on updating policies to the new format. Tracy Aspel continues to provide support, but is primarily working on a Compliance Project with the RHC leadership team.
Written Compliance Guidance			
4.	Audit of required Compliance related policies.		Annual review conducted on regular schedule throughout the year
5.	Annual review of Code of Conduct to ensure that it currently meets the needs of the organization and is consistent with current policies. (Note: Less than 12 pages, 10 grade reading level or below)		08/05/2021 - Completed
6.	Verify that the Code of Conduct has been disseminated to all new employees and workforce.		June 2021
Compliance Education and Training			
7.	Verify all workforce receive compliance training and that documentation exists to support results. Report results to Compliance and Business Ethics Committee.		Relias reports will be sent to CBEC
8.	Ensure all claims processing staff receive specialized training programs on proper documentation and coding.		Billing and Coding now performed by outside agencies.

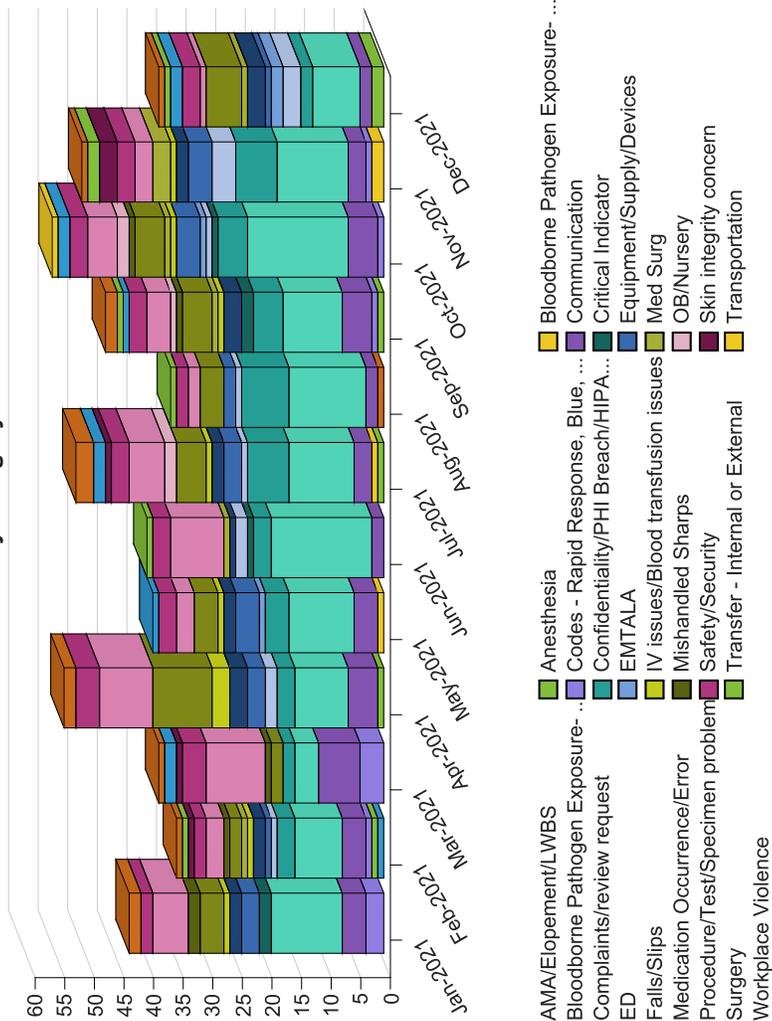
			Regular audits planned.
9.	Review and assess role-based access for EHR (electronic health record) and partner programs. Implement/evaluate standardized process to assign role-based access.		Cerner has role-based access, however, not all roles align with NIHD positions. Selections reviewed by ITS access security, Cybersecurity Officer and Privacy officer
10.	Compliance training programs: fraud and abuse laws, coding requirements, claim development and submission processes, general prohibitions on paying or receiving remuneration to induce referrals and other current legal standards.	Completed at Orientation.	Completed at orientation – current through 12/31/2021. False Claims Act Policy assigned annually.
Compliance Communication			
11.	Review unusual occurrence report trends and compliance concerns. Prepare summary report for Compliance Committee on types of issues reported and resolution		Compliance Committee has not met since met in CY 2021 Q1 February
12.	Develop a report that evidences prompt documenting, processing, and resolution of complaints and allegations received by the Compliance Department.	Complytrack	Processed 529 UORs in 2021
13.	Document test and review of Compliance Hotline.		Completed 11/2021
14.	Physically verify Compliance hotline posters appear prominently on employee boards in work areas.		Verified 9/2021
Compliance Enforcement and Sanction Screening			
15.	Verify that sanction screening of all employees/workforce and others engaged by NIHD against Office of Inspector General (OIG) List of Excluded Individuals and Entities has been performed in a timely manner, and is documented by a responsible party.	Ongoing – HR performs employees/travelers/temps monthly. Compliance verifies new providers. Medical Staff Office (MSO) verifies all medical staff. Accounting verifies all vendors.	Current through 12/31/2021
16.	Develop a review and prepare a report regarding whether all actions relating to the enforcement of disciplinary standards are properly documented.		Need to schedule time with HR and develop review process.
17.	Audits		

	a. Arrangements with physician (database)		Physician contract reviews – ongoing 12/21
	b. EMTALA (Emergency Medical Treatment and Active Labor Act)		All EMTALA concerns immediately reviewed. Current through 1/1/2022
	c. Financial Audits	FY 2021	Completed, presented, and accepted by the Board of Directors in December 2021.
	d. Payment patterns		Waiting for minimum of 90 days of payment patterns from Cerner billing cycle for review
	e. Bad debt/ credit balances, AR days		Reviewed billing processes, provider enrollments, continuous monitoring by V Behl, Financial Consultant, CFO
	f. Home health and DME	HHS OIG target	Continuing to explore District compliance oversight role with legal counsel. Will review again in April 2022
	Lab services	MAC target	
	Imaging services (high cost/high usage)	MAC target	
	Rehab services	HHS OIG workplan	
18.	Ensure that high risks associated with HIPAA and HITECH Privacy and Security requirements for protecting health information undergo a compliance review.		Completed security risk assessment December 2021 with Cybersecurity Officer.
	a. Annual Security Risk Assessment		Due November 2022
	b. Periodic update to Security Risk Assessment		Updated following penetration testing in December 2021
	c. Monthly employee access audits		Cerner provides continuous monitoring, reducing the need for a completely manual auditing process
19.	Audit required signage		In progress 02/2022
20.	Audit HIMMS (Health Information Management) scanned document accuracy		Scheduled for Q4 2022

21.	Develop metrics to assess the effectiveness and progress of the Compliance Program		Review OIG Compliance Guidance update June 2020 with Compliance and Ethics Committee in 2022
22.	Implement automated access monitoring/auditing software		Automated auditing in progress with follow up on all flags
23.	Review CMS Conditions of Participation		
Response to Detected Problems and Corrective Action			
24.	Verify that all identified issues related to potential fraud are promptly investigated and documented		ongoing
25.	Conduct a review that ensures all identified overpayments are promptly reported and repaid.		Now have a Revenue Cycle meeting weekly to track billing and denials management. Will report to Billing, coding and Compliance quarterly.
26.	UOR tracking and trending – UOR/Unusual occurrence reporting is now a function of the Compliance Department.		See UOR reporting attached to Board Report for Calendar Year 2021-attached
	a. Provide trend feedback to leadership to allow for data driven decision-making		Quarterly
	I. Overall UOR process		March 2022
	II. Workplace Violence		March 2022
	III. Sharps		March 2022
	IV. Overweight laundry		March 2022
27.	Pioneer Home Health and Hospice of the Owens Valley Compliance Review, ACE (Affiliated Covered Entity) agreement		Oversight review by CBEC scheduled 05/2022
28.	Patient complaints		Currently working to determine most effective efficient workflow between Quality, Compliance, and Risk. Documented and tracked in Unusual Occurrence Reporting system
30.	Breach Investigations	On-going	On-going – see Compliance reports

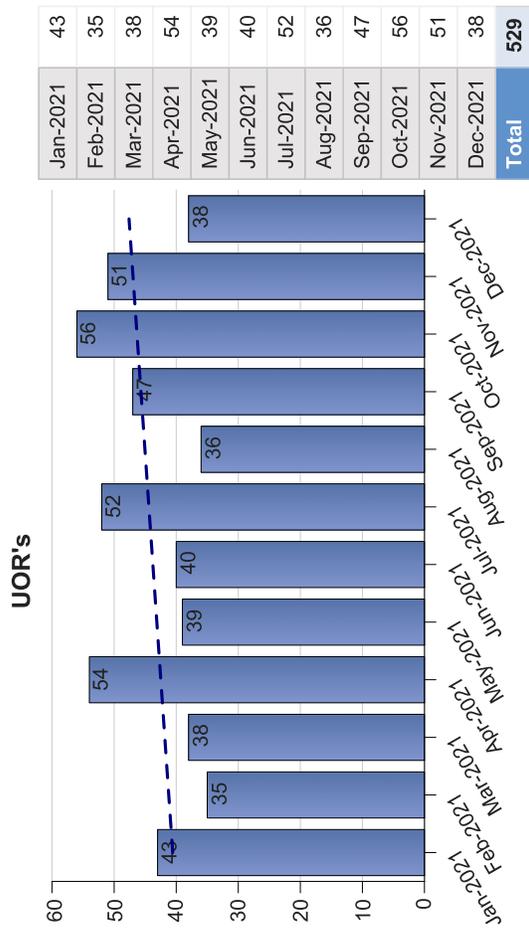
2022 Compliance Workplan – updated 02/2022

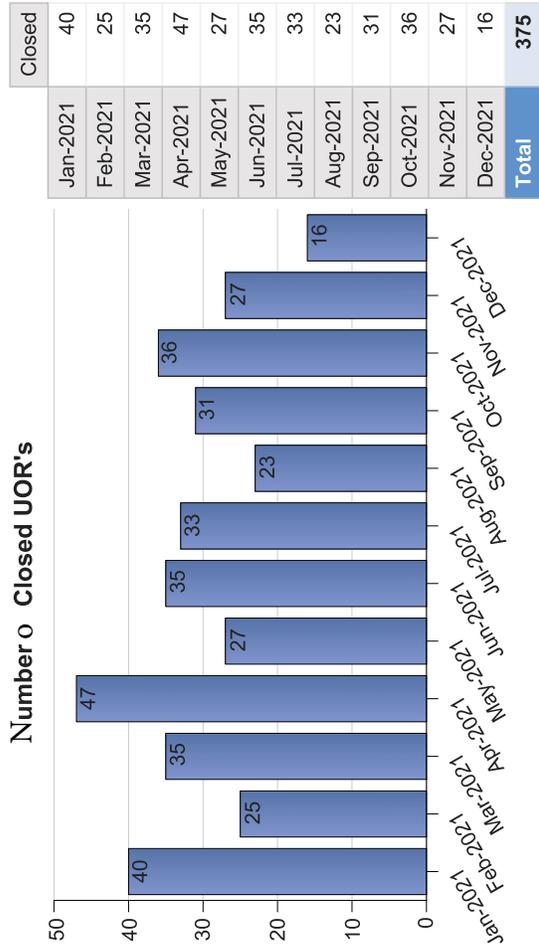
UOR's by Category



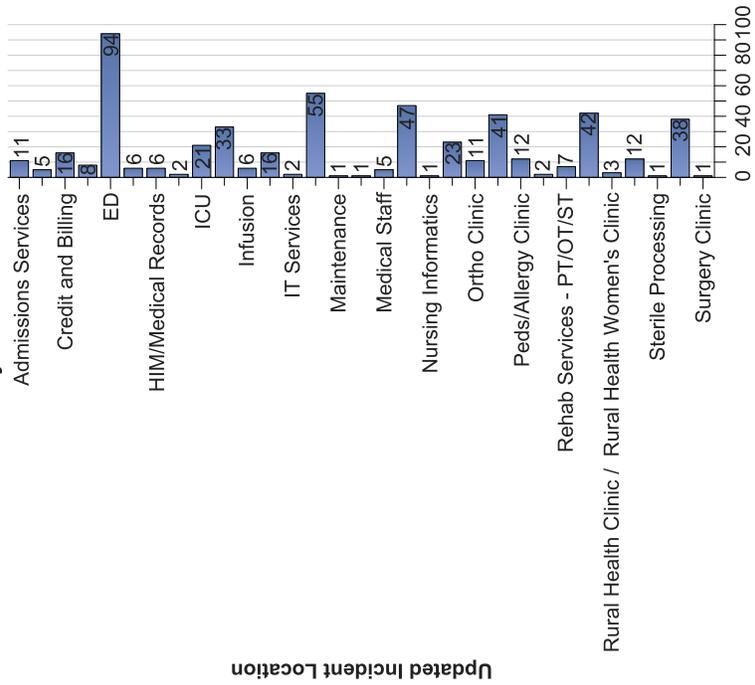
	Jan-2021	Feb-2021	Mar-2021	Apr-2021	May-2021	Jun-2021	Jul-2021	Aug-2021	Sep-2021	Oct-2021	Nov-2021	Dec-2021	Total
AMA/EIopement/LWBS		1											1
Anesthesia		1		1			1		1			2	6
Bloodborne Pathogen Exposure- Sharps Injury					1		1				2		4
Bloodborne Pathogen Exposure- Splash/ Mucous Membrane								1					1
Codes - Rapid Response, Blue, Deescalation	3	1	4						1	1	1		11
Communication	4	4	7	5	4	2	3	2	5	5	3	2	46
Complaints/review request	12	8	4	9	11	17	11	13	10	17	12	8	132
Confidentiality/PHI Breach/HIPAA violation		3	2	3	4	3	7	8	5	5	7	2	49
Critical Indicator	2					1			2	1			6
ED		1		2		2	1	1		1	4	3	15
EMTALA					1					1		2	4
Equipment/Supply/Devices	3	1		3	4		3	2		4	4	1	25
Falls/Slips	2	2		3	2	1	2		3		2	3	20
IV issues/Blood transfusion issues	1	1		3	1		1		1	1	1		10
Med Surg		1				1			1	1	3	1	8
Medication Occurrence/Error	4	2	2	10	4		5	4	5	5		6	47
Mishandled Sharps	2	1	1						1	1			6
OB/Nursery							2		1	2			5
Procedure/Test/Specimen problem	6	3	10	9	3	9	6	2	4	5	3	1	61
Safety/Security	2	2	4	4	3	3	3	2	3	3	3	3	35
Skin integrity concern		1	1				1				3		6
Surgery			2		1		2		1	2		2	10
Transfer - Internal or External		1				1		1	1		2	1	7
Transportation										1			1
Workplace Violence	2	1	1	2			3		2		1	1	13
Total	43	35	38	54	39	40	52	36	47	56	51	38	529

23 of 33





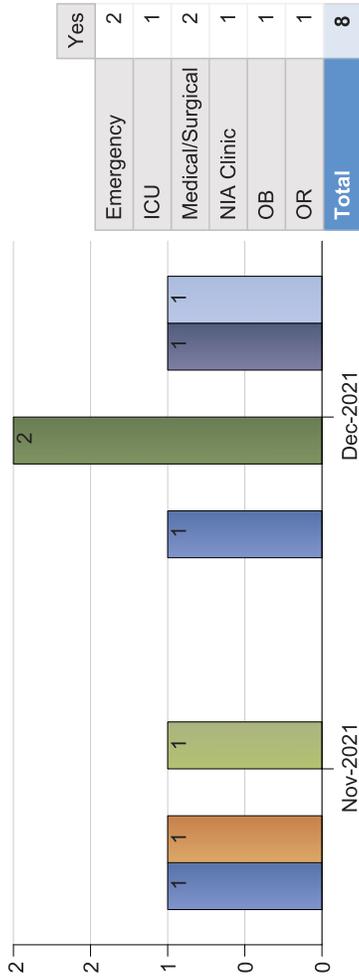
UOR's by Location



Admissions Services	11
Compliance	5
Credit and Billing	16
Dietary	8
ED	94
EVS	6
HIM/Medical Records	6
HR	2
ICU	21
Imaging	33
Infusion	6
Internal Medicine Clinic	16
IT Services	2
Lab	55
Maintenance	1
Med Surg Unit	1
Medical Staff	5
Medical Surgical Unit	47
Nursing Informatics	1
OB	23
Ortho Clinic	11
Other	41
Peds/Allergy Clinic	12
Rehab Services - Physical Therapy, Occupational Therapy, Speech Therapy	2
Rehab Services - PT/OT/ST	7
RHC / RHC Women's Clinic	42
Rural Health Clinic / Rural Health Women's Clinic	3
Specialty Clinic	12
Sterile Processing	1

Surgery	38
Surgery Clinic	1
Total	529

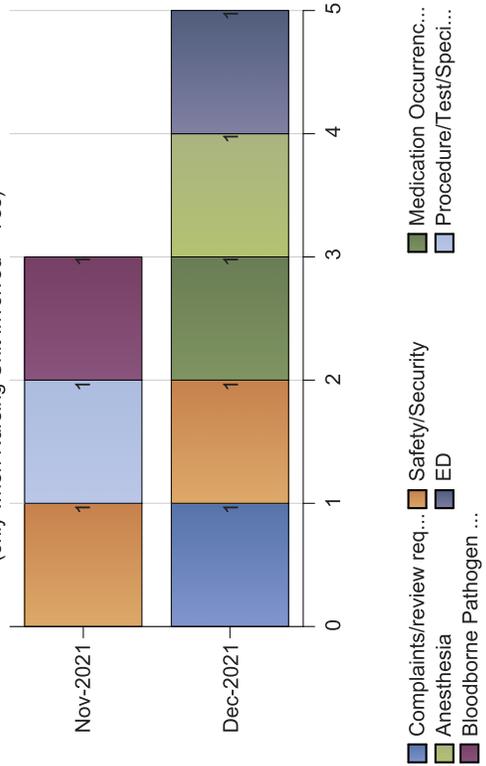
UOR's Related to Nursing by Nursing Unit Involved (only when Nursing Unit Involved = Yes)



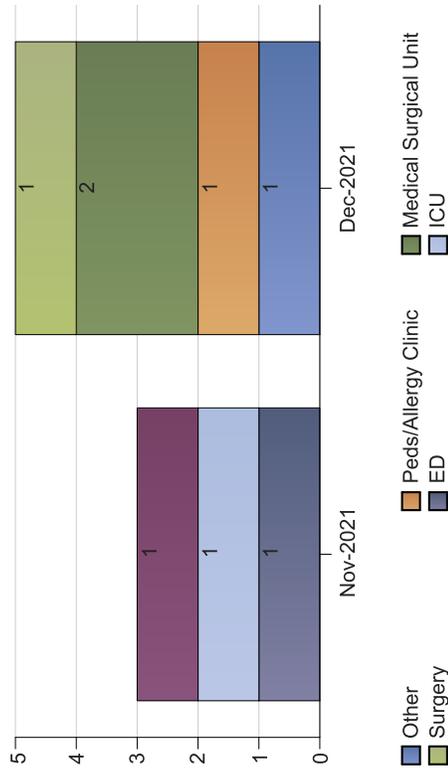
Updated Nursing Unit Involved



UOR's Related to Nursing (only when Nursing Unit Involved = Yes)

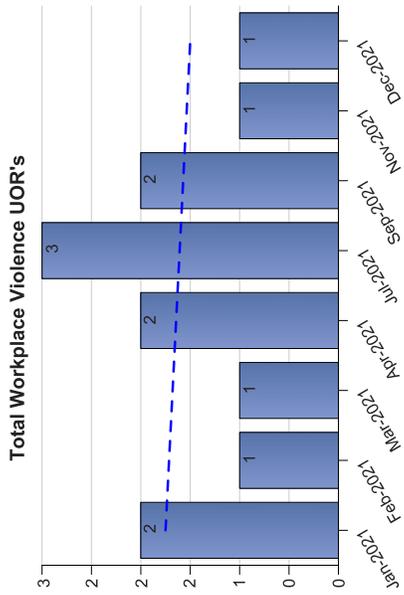


UOR's Related to Nursing by Location (only when Nursing Unit Involved = Yes)

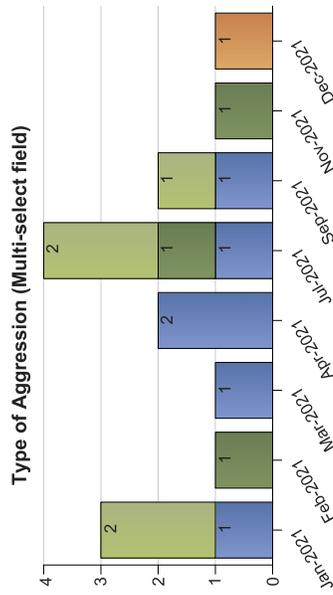


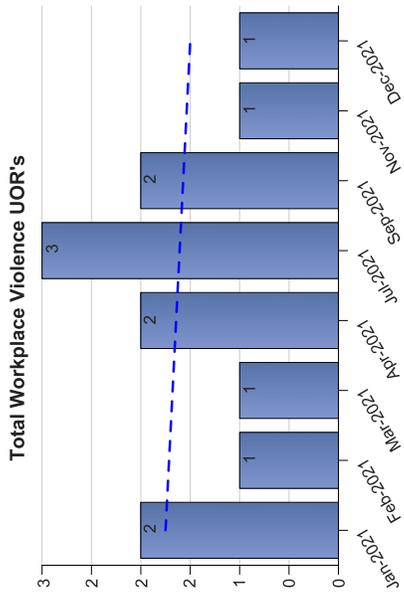
	Nov-2021	Dec-2021	Total
Other		1	1
Peds/Allergy Clinic		1	1
Medical Surgical Unit		2	2
Surgery		1	1
ED	1		1
ICU	1		1
RHC / RHC Women's Clinic	1		1
Total	3	5	8

	Jan-2021	Feb-2021	Mar-2021	Apr-2021	Jul-2021	Sep-2021
Workplace Violence	2	1	1	2	3	2
Total	2	1	1	2	3	2

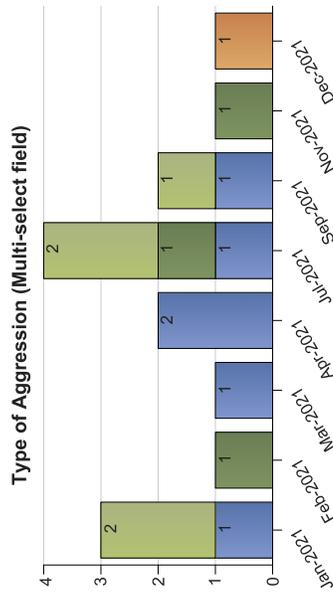


	Jan-2021	Feb-2021	Mar-2021	Apr-2021	Jul-2021	Sep-2021
Verbal abuse	1					
Threat or the use or a weapon/object			1	2	1	1
None Selected			1		1	
Physical attack (biting, choking, grabbing, hair pulling, kicking, punching/slapping, scratching, spitting, striking, etc)	2				2	1
Total	3	1	1	2	4	2

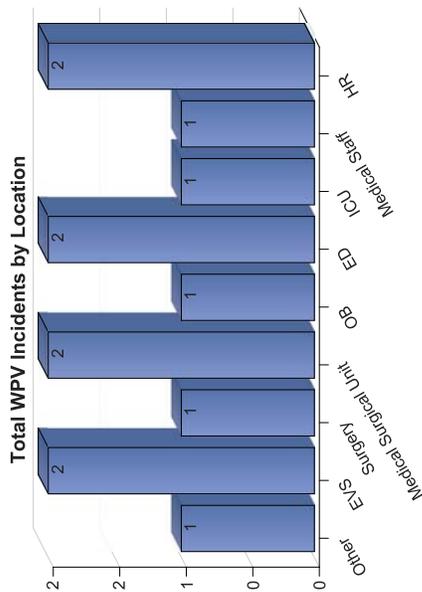




	Nov-2021	Dec-2021	Total
Workplace Violence	1	1	13
Total	1	1	13

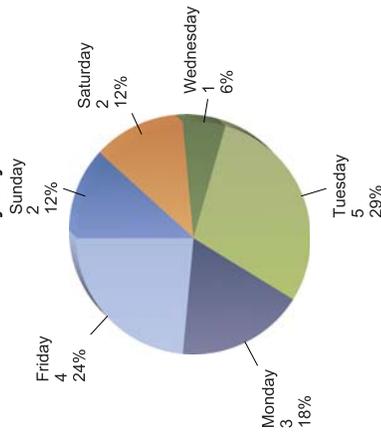


	Nov-2021	Dec-2021	Total
Verbal abuse			6
Threat or the use of a weapon/object		1	1
None Selected	1		3
Physical attack (biting, choking, grabbing, hair pulling, kicking, punching/slapping, scratching, spitting, striking, etc)			5
Total	1	1	15

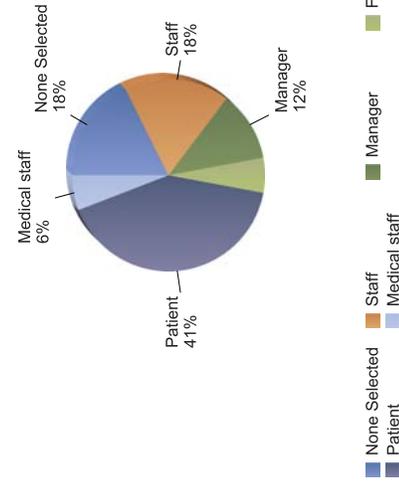


Other	1
EVS	2
Surgery	1
Medical Surgical Unit	2
OB	1
ED	2
ICU	1
Medical Staff	1
HR	2
Total	13

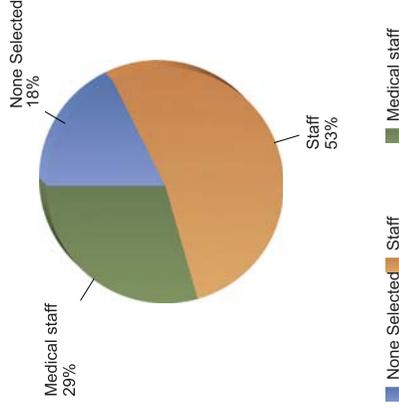
Total Incidents by Day of the Week

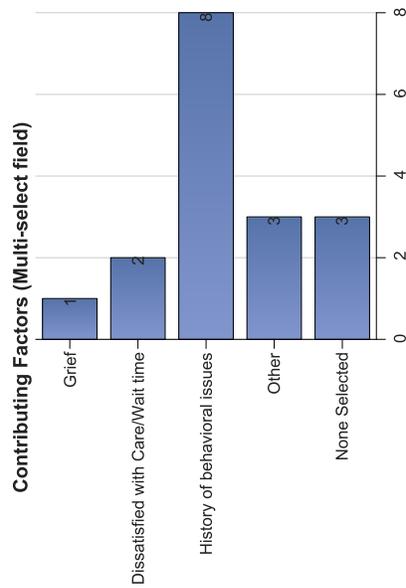
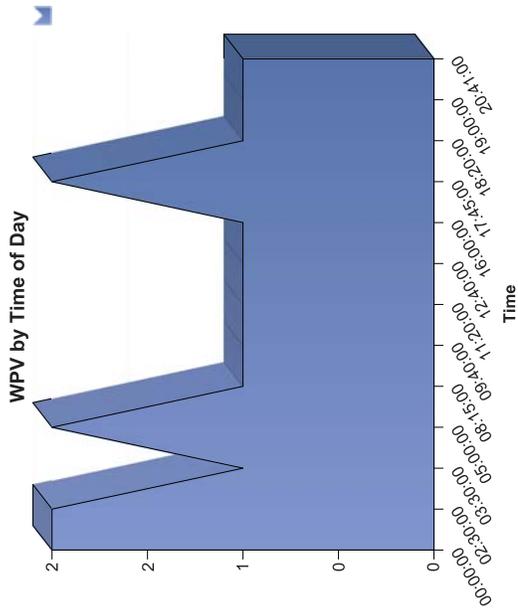
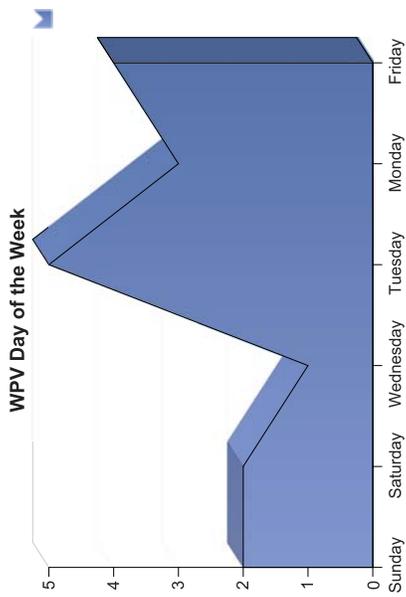


Assailant



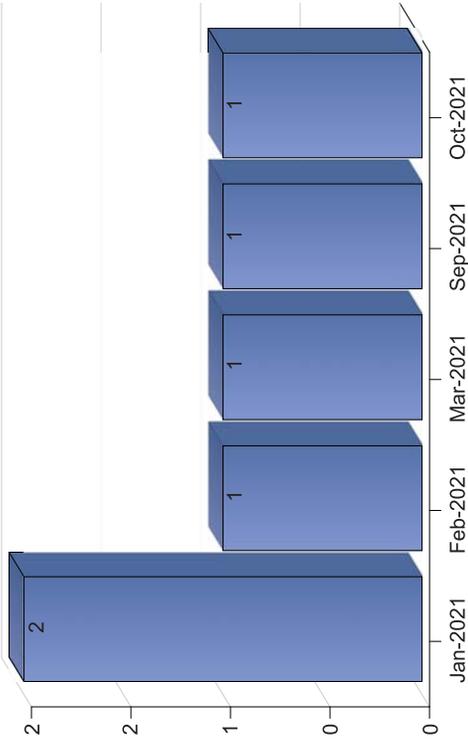
Victim





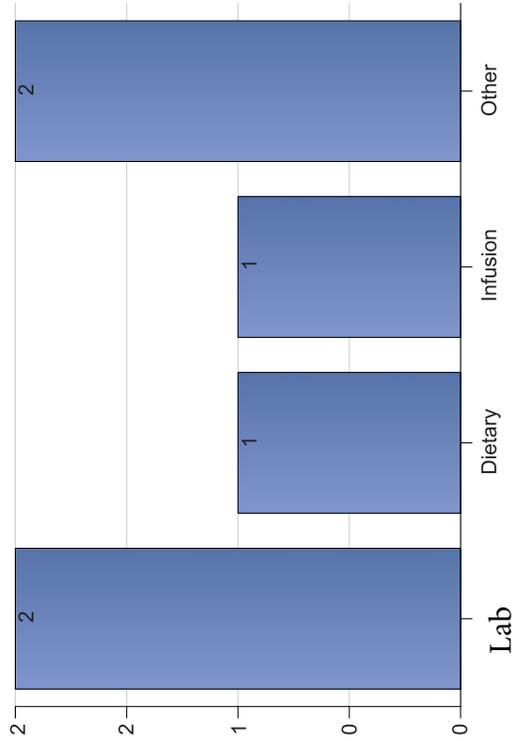
None Selected	3
Dissatisfied with Care/Wait time	2
Grief	1
History of behavioral issues	6
Other	3
Total	15

Improperly Handled Sharps



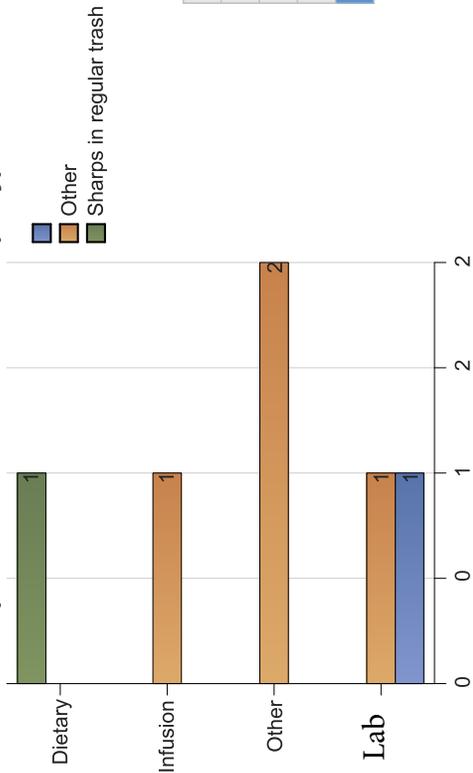
	Jan-2021	Feb-2021	Mar-2021	Sep-2021	Oct-2021	Total
Mishandled Sharps	2	1	1	1	1	6
Total	2	1	1	1	1	6

Departments affected by improperly handled sharps



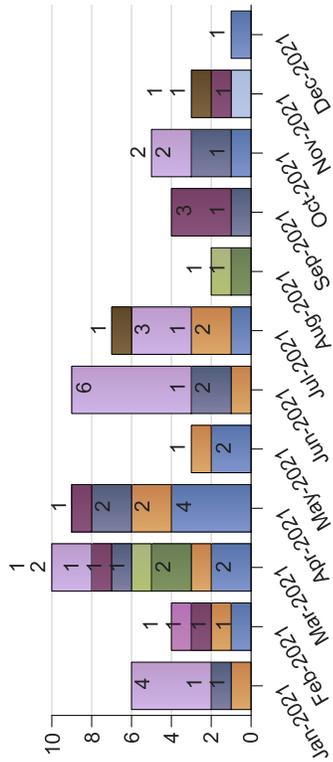
Lab	2
Other	2
Dietary	1
Infusion	1
Total	6

Department and Mishandled Sharps Type



	Mishandled Sharps Type		Total
	Other	Sharps in regular trash	
Lab	1	1	2
Other	2	0	2
Dietary	0	1	1
Infusion	1	0	1
Total	4	1	6

UOR's Related to Lab

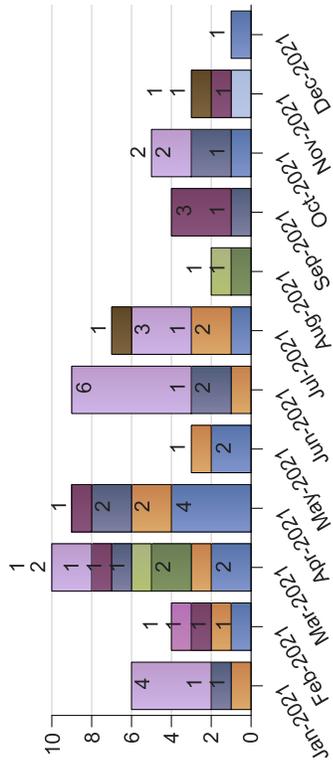


Procedure/Test Problems

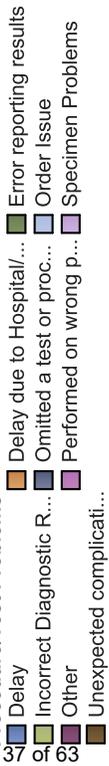
- 36 Delay
- 94 Error reporting results
- 84 Incorrect Diagnostic R...
- 83 Omitted a test or proc...
- 83 Other
- 83 Performed on wrong p...
- 83 Specimen Problems
- 83 Unexpected complicati...

	Jan-2021	Feb-2021	Mar-2021	Apr-2021	May-2021	Jun-2021	Jul-2021	Aug-2021	Sep-2021
Delay	1	1	2	4	2		1		
Delay due to Hospital/Lab / Radiology systems problems or communication issues	1	1	1	2	1	1	2		
Error reporting results			2					1	
Incorrect Diagnostic Reading			1					1	
Omitted a test or procedure	1		1	2		2			1
Order Issue									
Other		1	1	1					3
Performed on wrong patient		1							
Specimen Problems	4		2			6	3		
Unexpected complications							1		
Total	6	4	10	9	3	9	7	2	4

UOR's Related to Lab

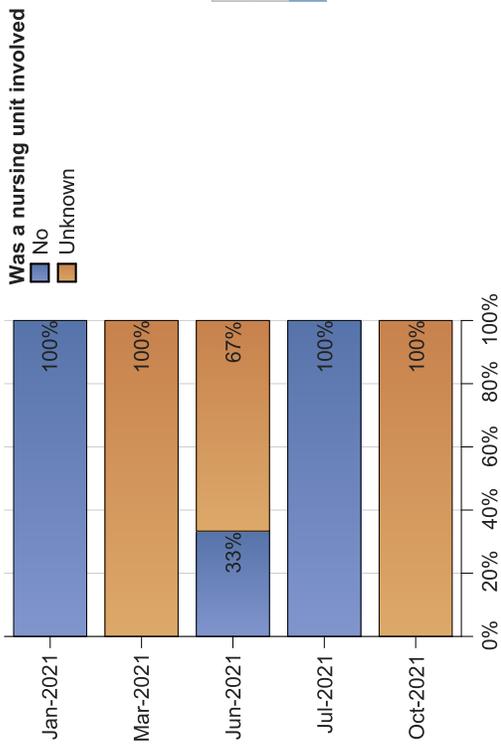


Procedure/Test Problems



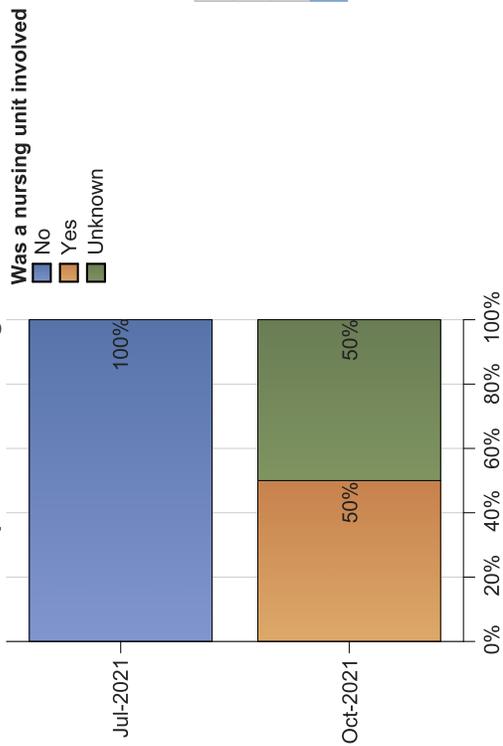
	Oct-2021	Nov-2021	Dec-2021	Total
Delay	1		1	12
Delay due to Hospital/Lab / Radiology systems problems or communication issues				9
Error reporting results				3
Incorrect Diagnostic Reading				2
Omitted a test or procedure	2			9
Order Issue		1		1
Other		1		7
Performed on wrong patient				1
Specimen Problems	2			17
Unexpected complications		1		2
Total	5	3	1	63

Specimen Handling Issues

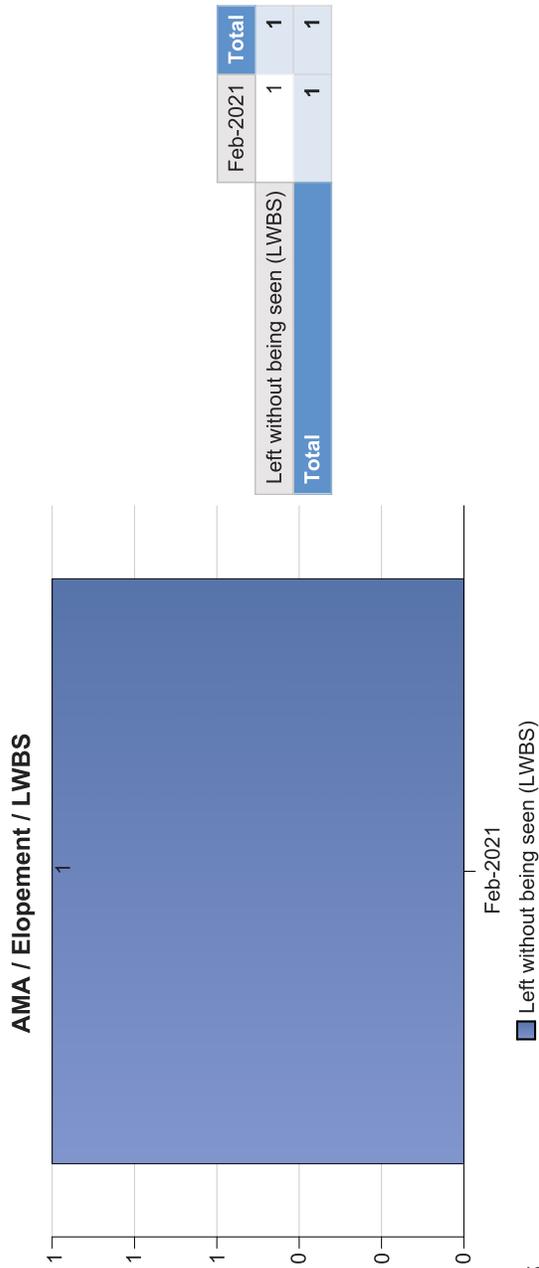


	Jan-2021	Mar-2021	Jun-2021	Jul-2021	Oct-2021	Total
No	2	1	1	1		4
Unknown		1	2		1	4
Total	2	1	3	1	1	8

Specimen Labeling Issues

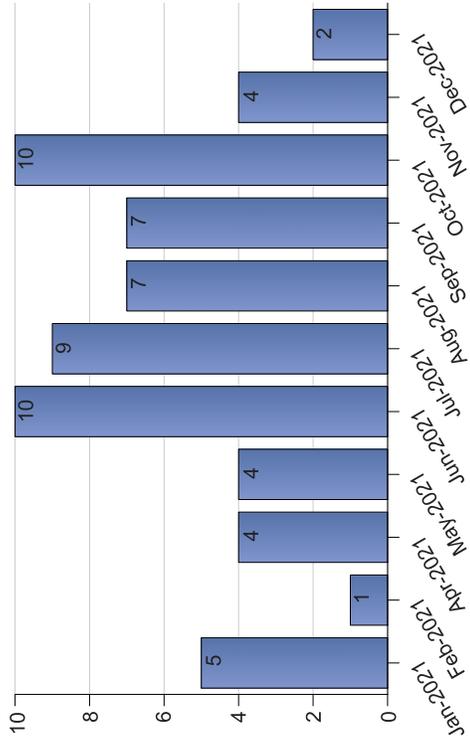


	Jul-2021	Oct-2021	Total
No	2		2
Yes		1	1
Unknown		1	1
Total	2	2	4



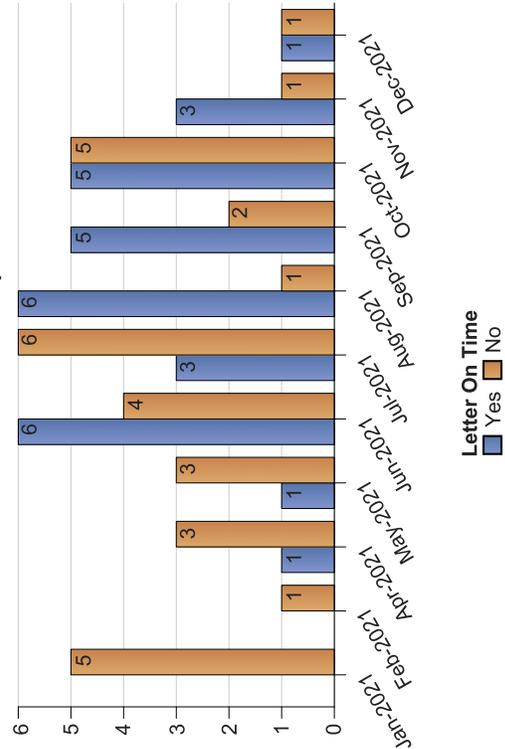
The critical indicators for the emergency department no longer request UORs for patients who "Left without being seen" and patients who left "Against Medical Advice." All listed in this report are for Inpatient Medicine.

UOR's with Complaint Response Required



Jan-2021	5
Feb-2021	1
Apr-2021	4
May-2021	4
Jun-2021	10
Jul-2021	9
Aug-2021	7
Sep-2021	7
Oct-2021	10
Nov-2021	4
Dec-2021	2
Total	63

UOR's with On Time Responses



	Yes	No	Total
Jan-2021		5	5
Feb-2021		1	1
Apr-2021	1	3	4
May-2021	1	3	4
Jun-2021	6	4	10
Jul-2021	3	6	9
Aug-2021	6	1	7
Sep-2021	5	2	7
Oct-2021	5	5	10
Nov-2021	3	1	4
Dec-2021	1	1	2
Total	31	32	63

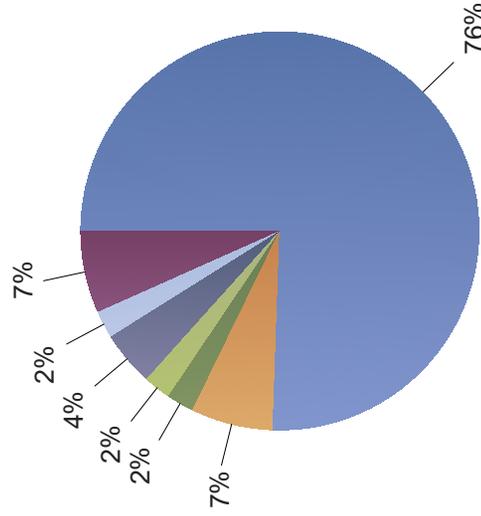
Medication Occurrences are medication issues that did not reach the patient. They were caught prior to administration.

Medication Errors are those issues that did not reach the patient.

Medication Errors are those issues that did reach the patient.

	# of Errors	# of Occurrences	Total
Jan-2021	4		4
Feb-2021	1		1
Mar-2021	2		2
Apr-2021	4	5	9
May-2021	2	2	4
Jul-2021	3	2	5
Aug-2021	4		4
Sep-2021	5		5
Oct-2021	3	2	5
Dec-2021	5	1	6
Total	33	12	45

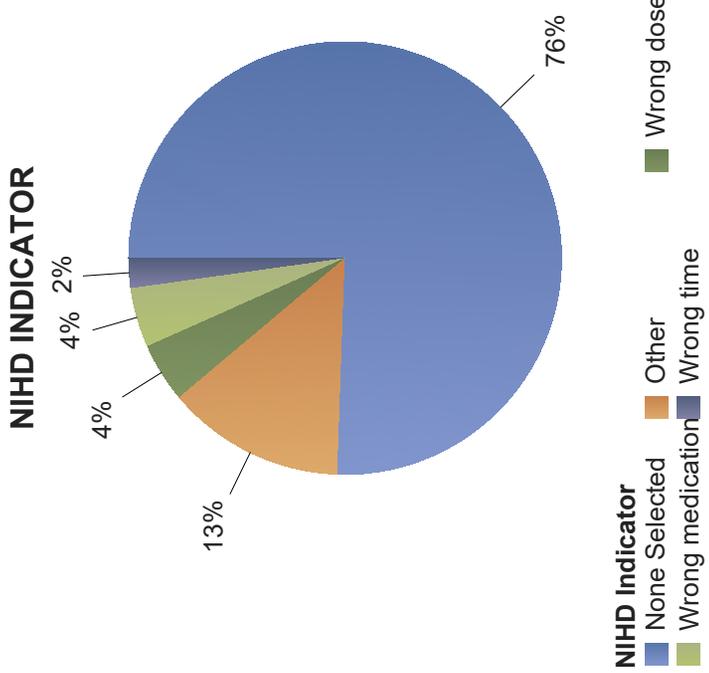
MERP INDICATOR



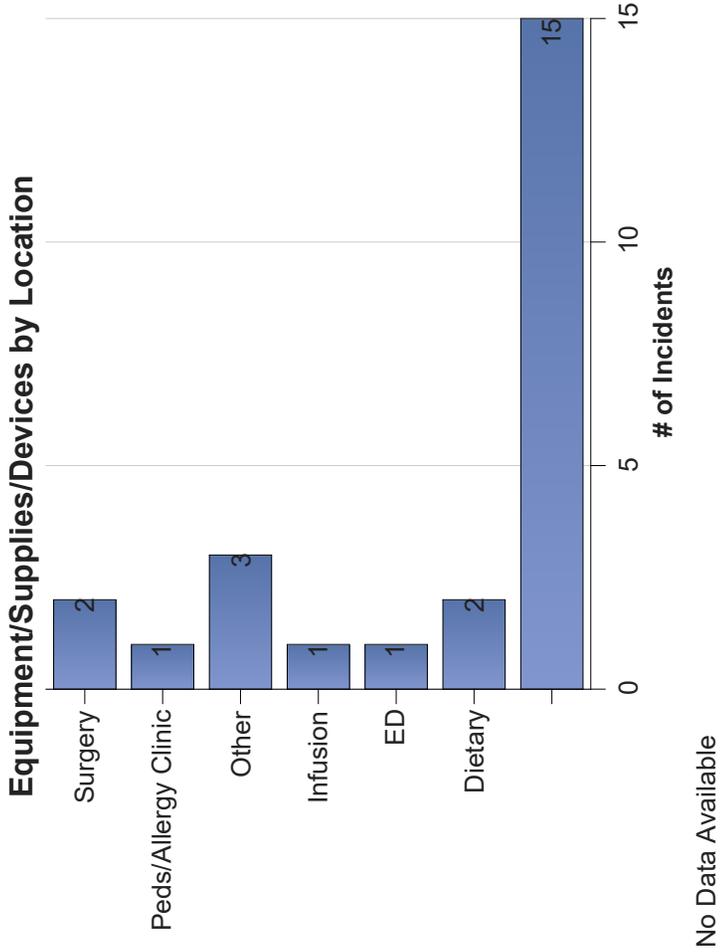
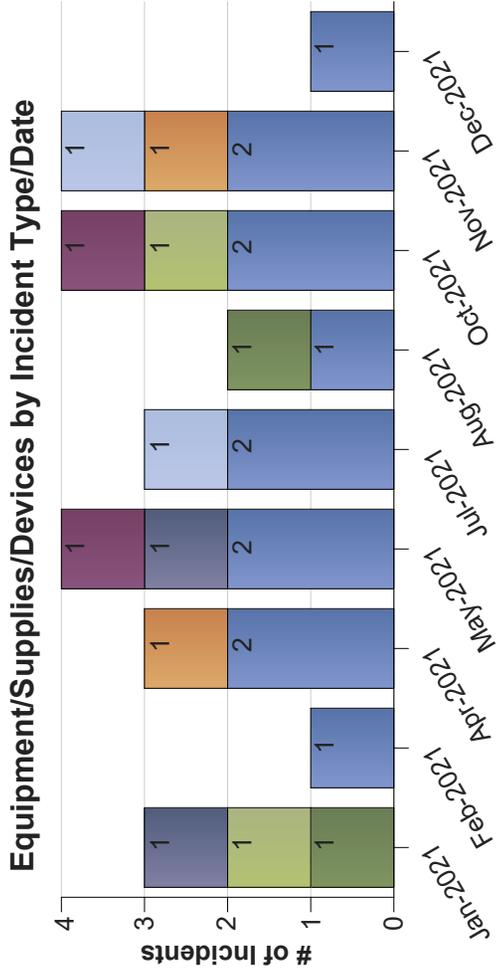
MERP indicator



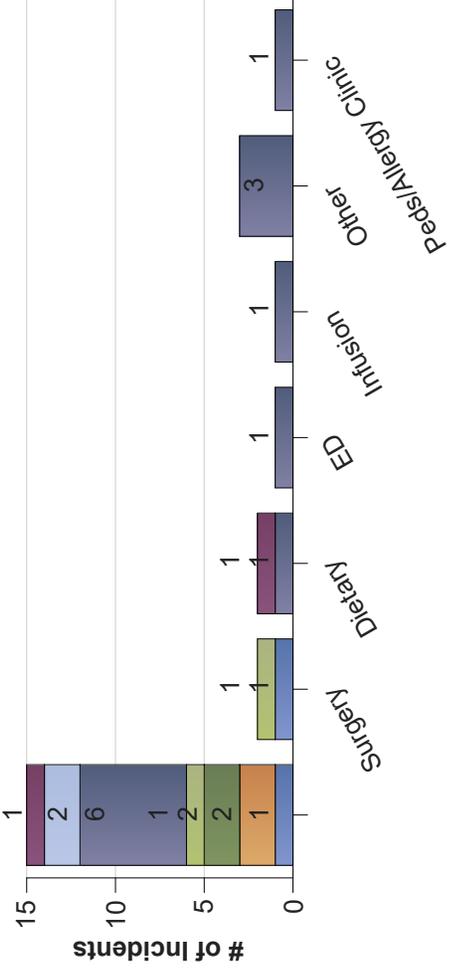
None Selected	34
Administration	3
Compounding	1
Dispersing	1
Order communication	2
Prescribing	1
Use	3
Total	45



None Selected	34
Other	6
Wrong dose	2
Wrong medication	2
Wrong time	1
Total	45



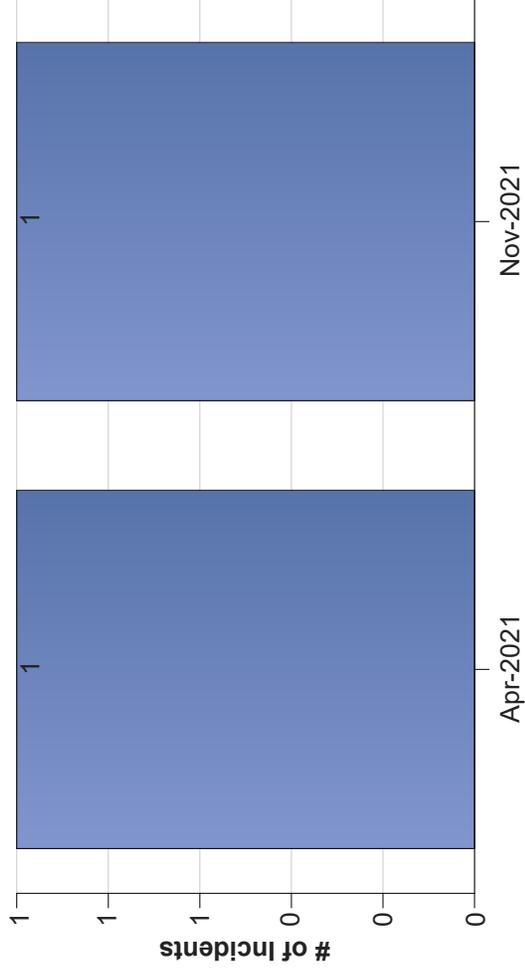
Equipment/Supplies/Devices by Incident Type/Location



Equipment/Supply/Devices Problems

- Damaged or vandalized...
- Missing - all or part of ...
- Malfunction
- Not available when needed
- Other
- Outdated supply - other
- User Error

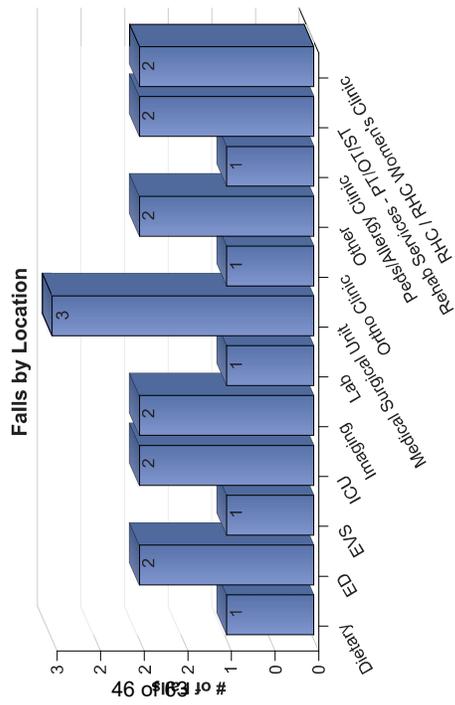
Outdates Other by Date



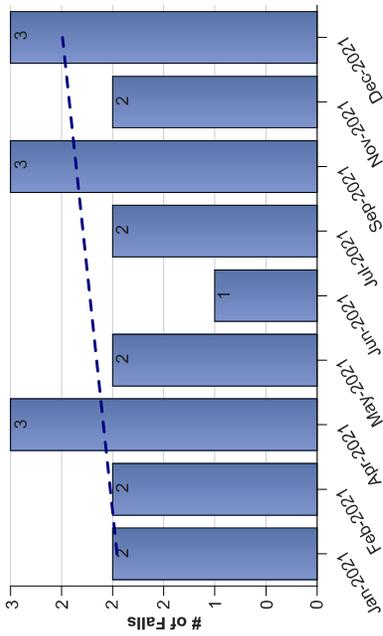
Equipment/Supply/Devices Problems

- Outdated supply - other

# of Falls	Falls/Slips	Total
Dietary	1	1
ED	2	2
EVS	1	1
ICU	2	2
Imaging	2	2
Lab	1	1
Medical Surgical Unit	3	3
Ortho Clinic	1	1
Other	2	2
Peds/Allergy Clinic	1	1
Rehab Services - PT/OT/ST	2	2
RHC / RHC Women's Clinic	2	2
Total	20	20

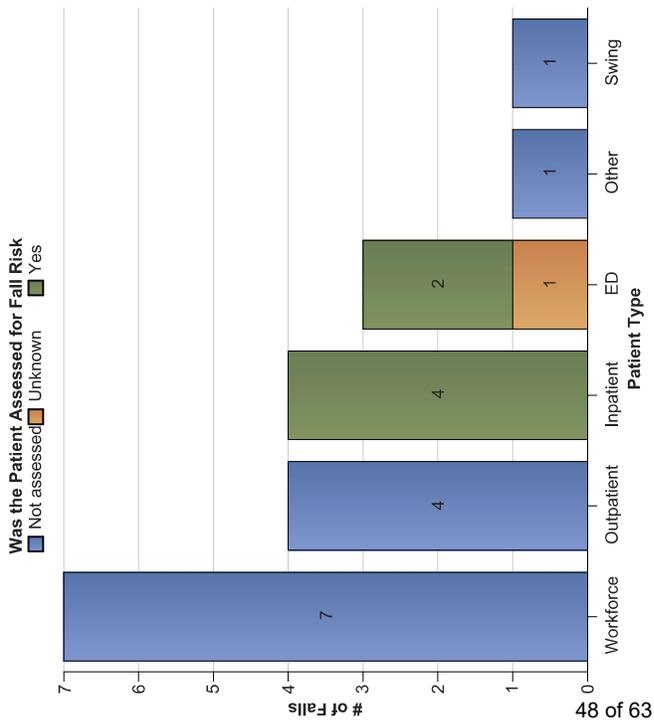


Falls by Date



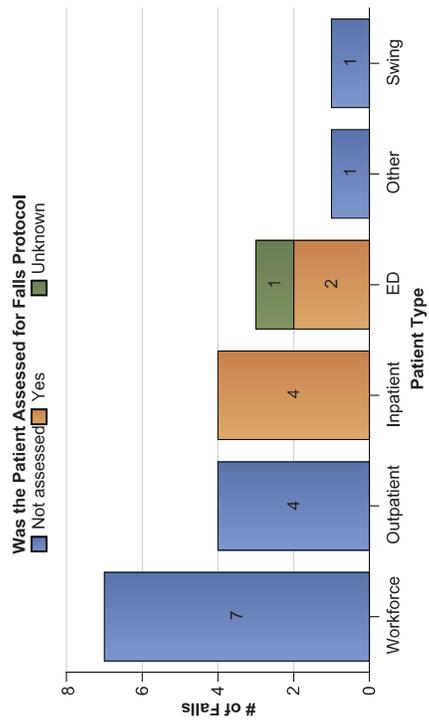
# of Falls	Falls/Slip Problem(s)					Total
	Ambulating	Bathroom	Chair	Grounds/floor issues	Other	
Not Identified	3		2	1	8	15
Confused					2	2
Oriented	3	1			1	5
Total	6	1	2	1	11	22

# of Falls	Was there any injury?	
	Not Identified	Total
Not Identified	7	7
ED	3	3
Inpatient	4	4
Other	1	1
Outpatient	4	4
Swing	1	1
Total	20	20



of Falls

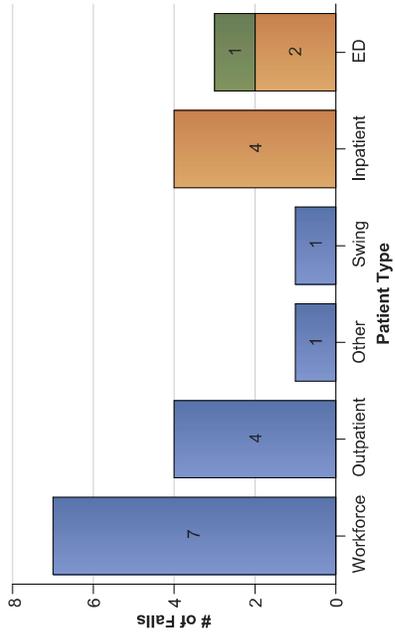
	Was the Patient Assessed for Fall Risk		
	Not assessed	Yes	Unknown
Workforce	7		
Outpatient	4		
Inpatient		4	
Other	1		
ED		2	1
Swing	1		
Total	13	6	1



of Falls

	Was the Patient Assessed for Falls Protocol		
	Not assessed	Yes	Unknown
Workforce	7		
Outpatient	4		
Inpatient		4	
Other	1		
ED		2	1
Swing	1		
Total	13	6	1

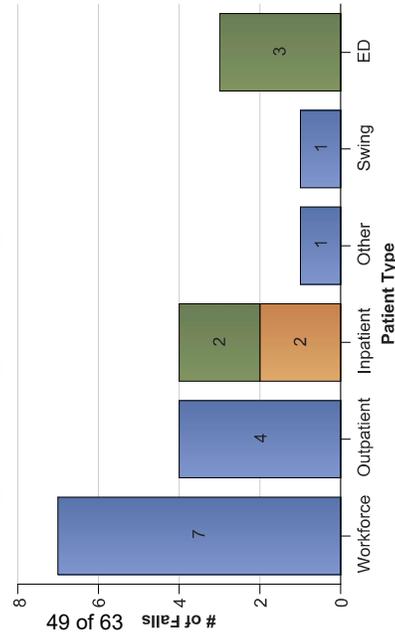
Received a Sedative w/in the Last 4 Hours



of Falls

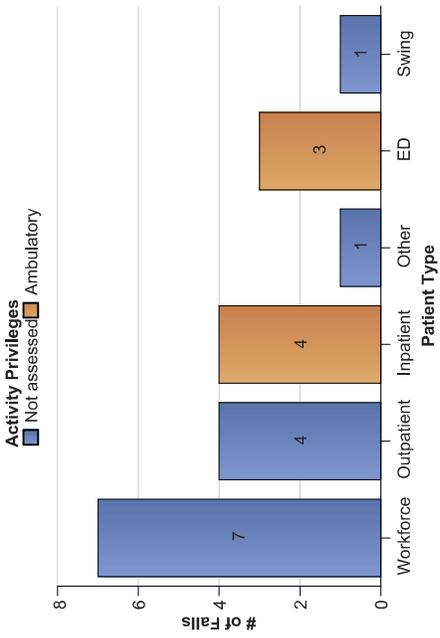
Received a Sedative w/in the Last 4 Hours				
	Not assessed	Unknown	No	Total
Workforce	7			7
Outpatient	4			4
Other	1			1
ED			1	2
Swing	1			1
Inpatient			4	4
Total	13	1	6	20

The Patient Is

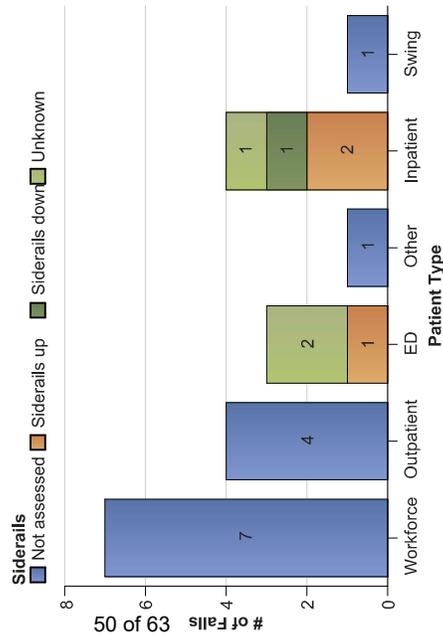


of Falls

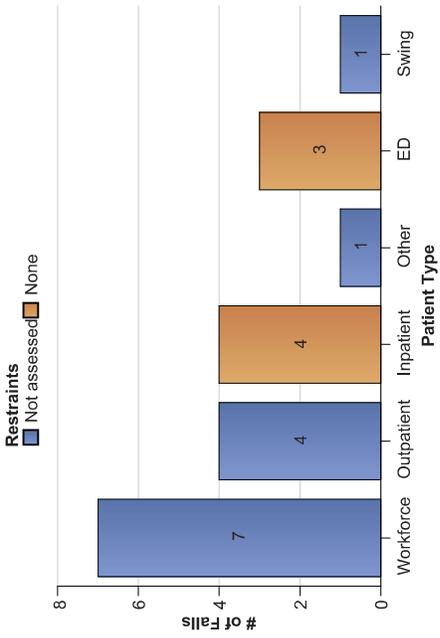
The Patient Is				
	Not assessed	Oriented	Confused	Total
Workforce	7			7
Outpatient	4			4
Other	1			1
ED			3	3
Swing	1			1
Inpatient			2	2
Total	13	5	2	20



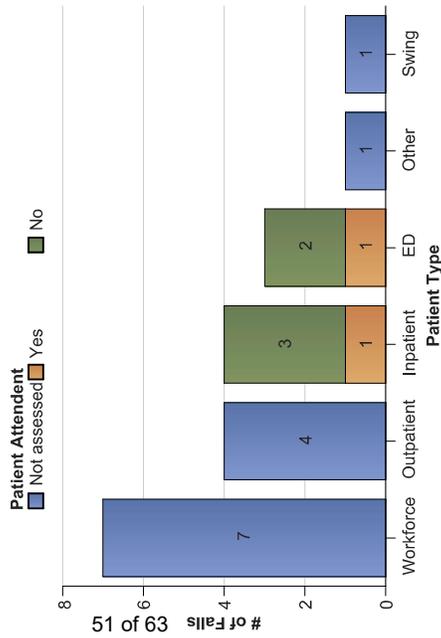
# of Falls	Activity Privileges	
	Not assessed	Ambulatory
Workforce	7	0
ED	0	3
Inpatient	0	4
Other	1	0
Outpatient	4	0
Swing	1	0
Total	13	7



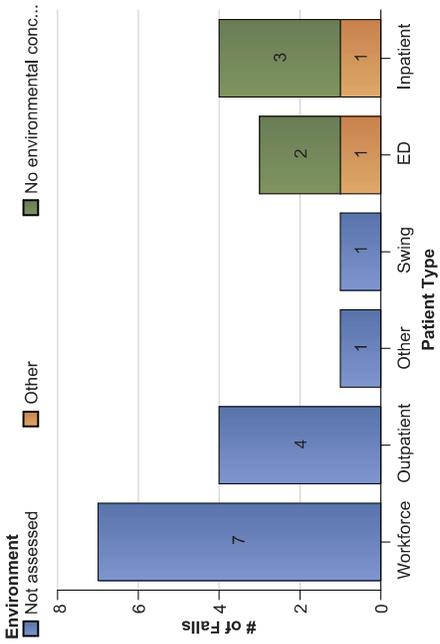
# of Falls	Siderails			
	Not assessed	Unknown	Siderails up	Siderails down
Workforce	7	0	0	0
Outpatient	4	0	0	0
Inpatient	0	1	2	1
Other	1	0	0	0
ED	0	2	1	0
Swing	1	0	0	0
Total	13	3	3	1



# of Falls	Restraints	
	Not assessed	None
Workforce	7	0
Outpatient	4	0
Other	1	0
Swing	1	0
Inpatient	4	0
ED	0	3
Total	13	7



# of Falls	Patient Assessed		
	Not assessed	Yes	No
Workforce	7	0	0
Outpatient	4	0	0
Inpatient	4	1	3
Other	1	0	0
ED	0	1	2
Swing	1	0	0
Total	13	2	5

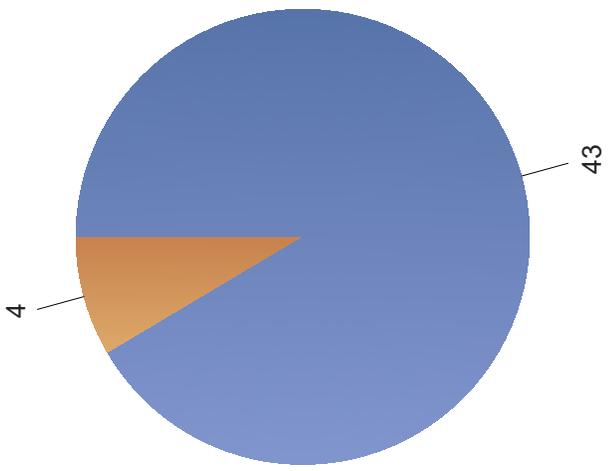


# of Falls	Environment		
	Not assessed	No environmental concerns	Other
Workforce	7		
Outpatient	4		
Other	1		
Inpatient		3	1
Swing	1		
ED		2	1
Total	13	5	2

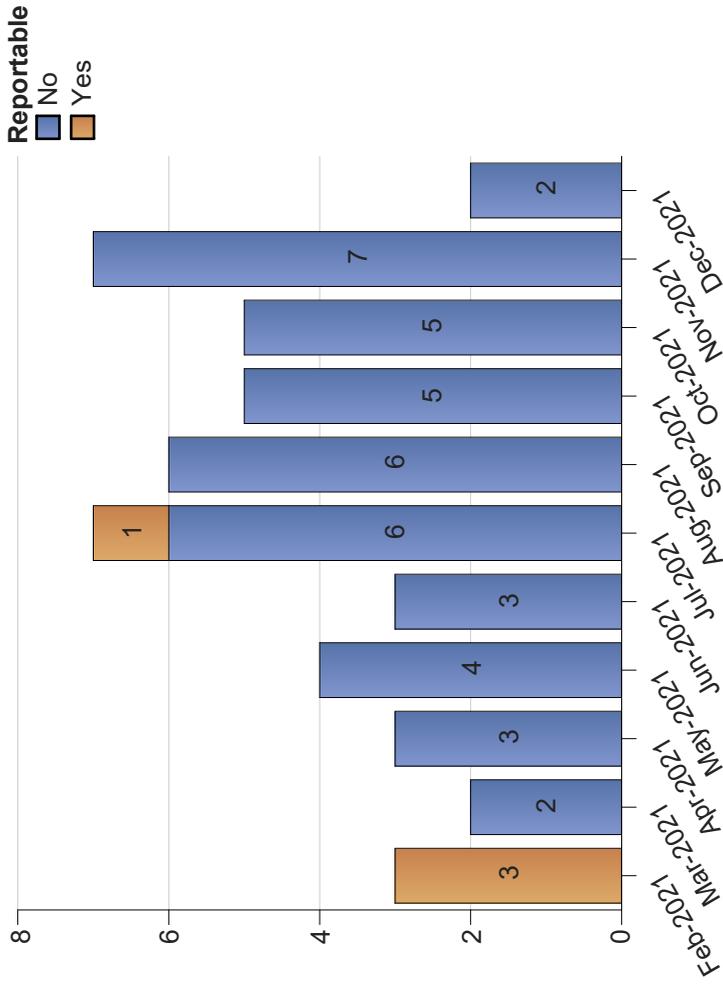
# of Falls	Fall Witnessed		Fall Alleged		Assisted to Floor		Found on Floor		
	Not Identified	Yes	Not Identified	Yes	Not Identified	No	Yes	Not Identified	Yes
Not Identified	7		7		7			7	
ED	1	1	2	1	3	1	1	2	1
Inpatient	2	2	4	4	4	4	3	3	1
Other	1	1	1	1	1	1	1	1	1
Outpatient	4	4	4	4	4	4	4	4	4
Swing	1	1	1	1	1	1	1	1	1
Total	16	13	19	11	20	18	11	18	2

Total Privacy Investigations

Reportable
No Yes

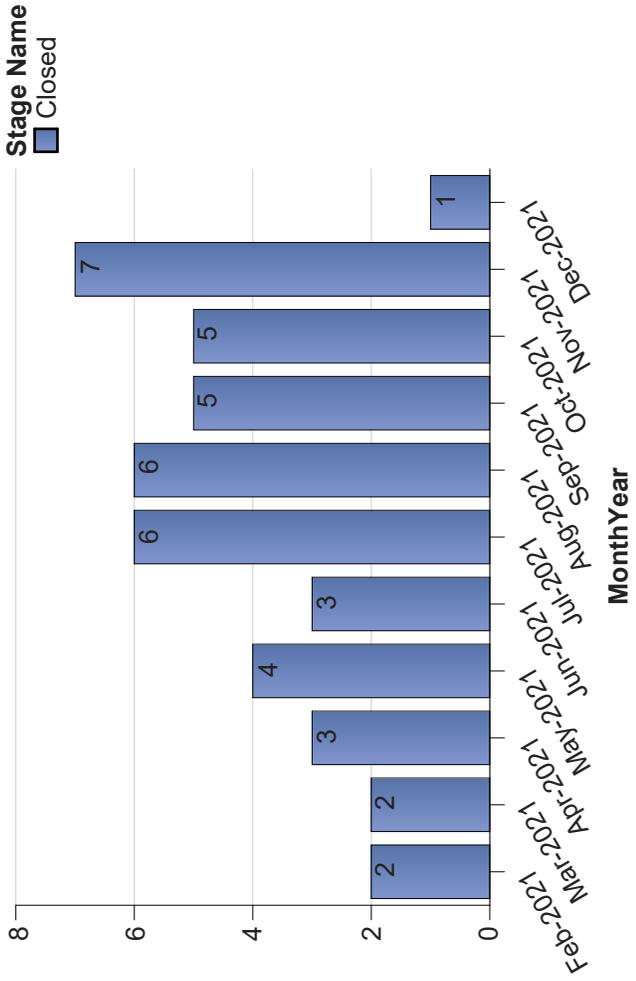


Privacy Investigations by Month/Year



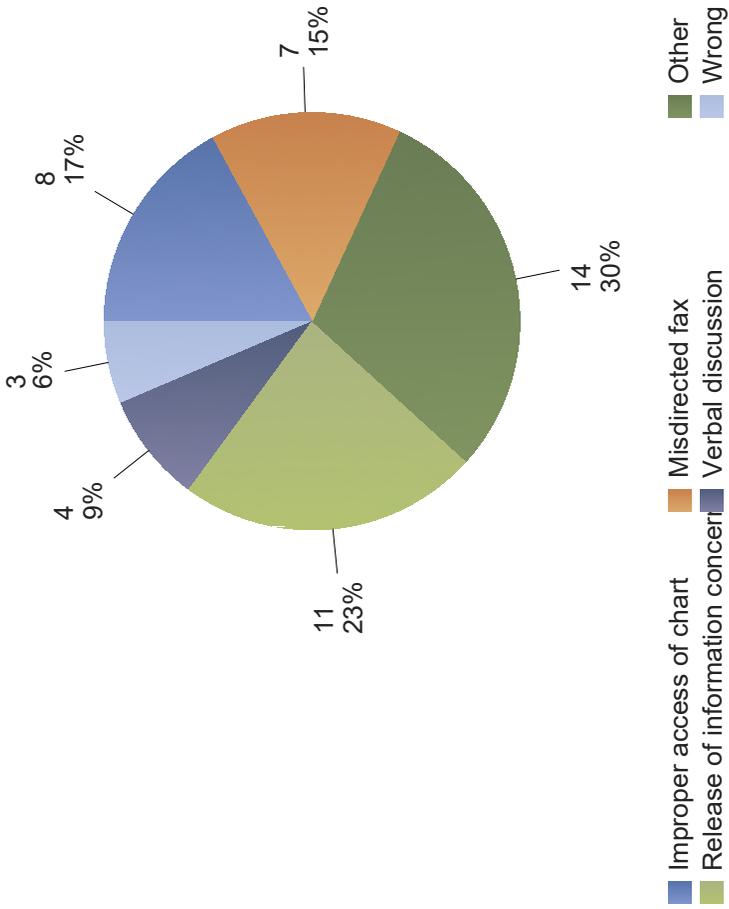
Month/Year	No	Yes	Total
Feb-2021		3	3
Mar-2021	2		2
Apr-2021	3		3
May-2021	4		4
Jun-2021	3		3
Jul-2021	6	1	7
Aug-2021	6		6
Sep-2021	5		5
Oct-2021	5		5
Nov-2021	7		7
Dec-2021	2		2
Total	43	4	47

Number of Closed Investigations



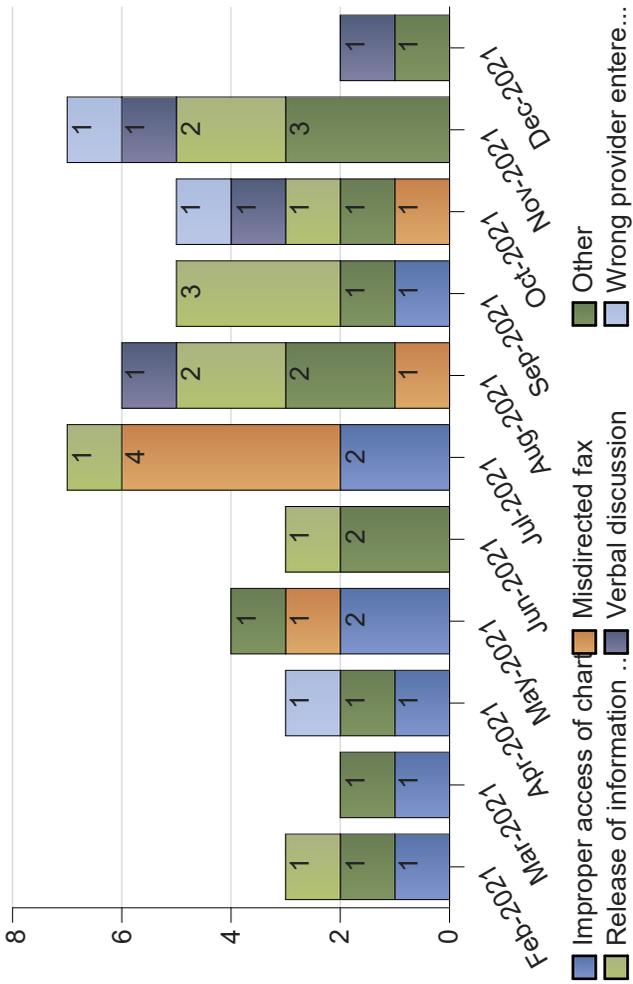
Month Year	Closed	Total
Sep-2021	5	5
Oct-2021	5	5
Nov-2021	7	7
May-2021	4	4
Mar-2021	2	2
Jun-2021	3	3
Jul-2021	6	6
Feb-2021	2	2
Dec-2021	1	1
Aug-2021	6	6
Apr-2021	3	3
Total	44	44
Total	44	44

Privacy Investigations by Violation Type



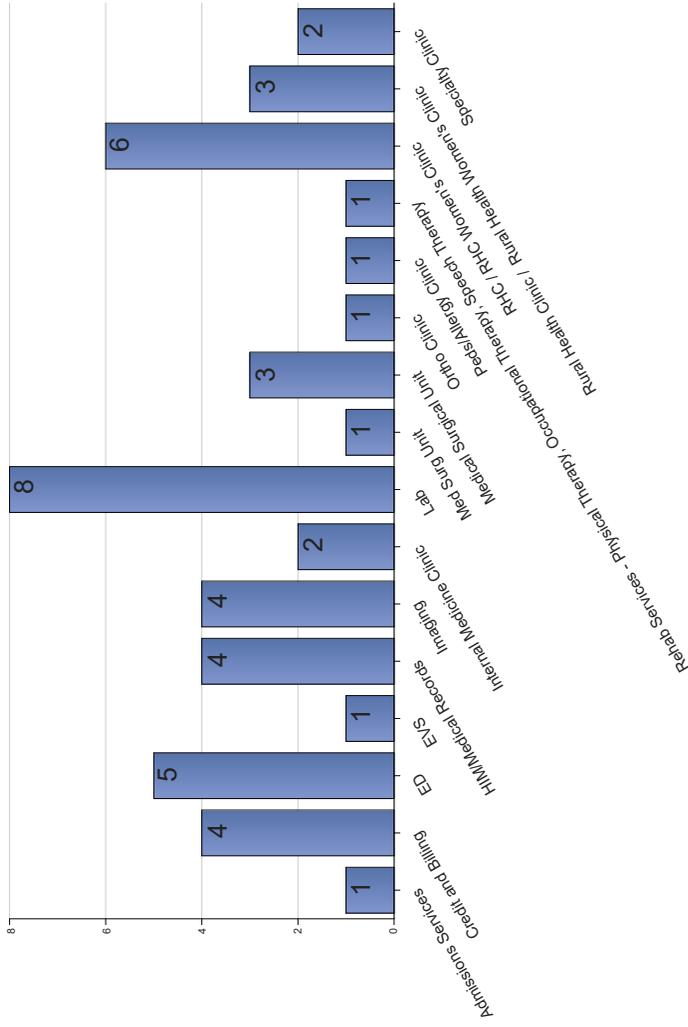
Improper access of chart	8
Misdirected fax	7
Other	14
Release of information concern	11
Verbal discussion	4
Wrong provider entered/selected	3
Total	47

Privacy Investigations by Type and Date

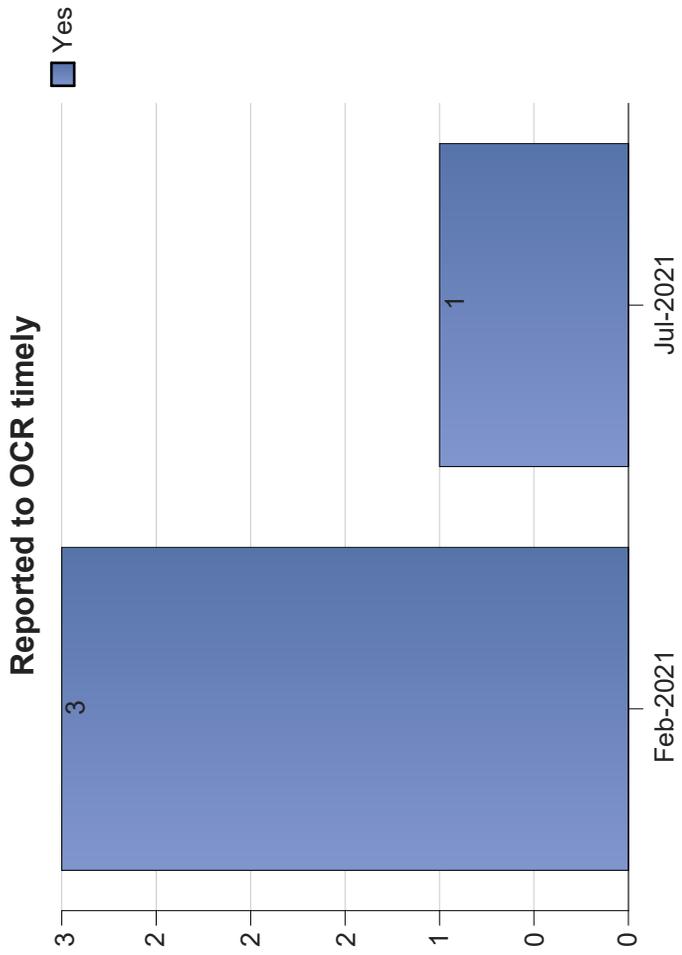


	Feb-2021	Mar-2021	Apr-2021	May-2021	Jun-2021	Jul-2021	Aug-2021	Sep-2021	Oct-2021	Nov-2021	Dec-2021	Total
Improper access of chart	1	1	1	2	2	2	1	1				8
Misdirected fax				1	1	4	1		1			7
Other	1	1	1	1	2		2	1	1	3	1	14
Release of information concern	1				1	1	2	3	1	2		11
Verbal discussion							1		1	1	1	4
Wrong provider entered/selected				1					1	1		3
Total	3	2	3	4	3	7	6	5	5	7	2	47

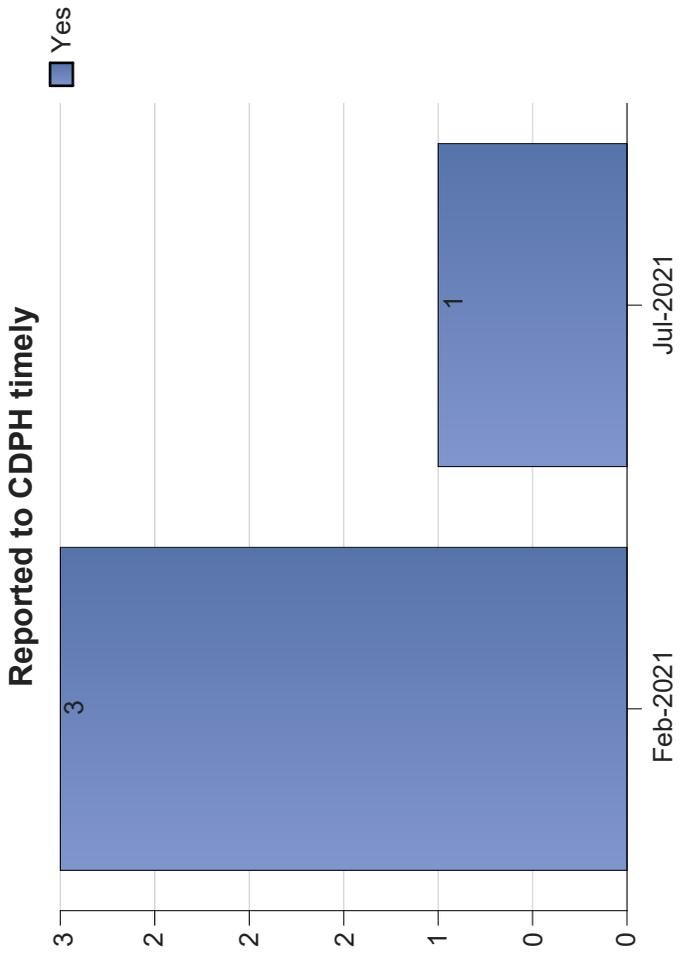
Investigations by Location



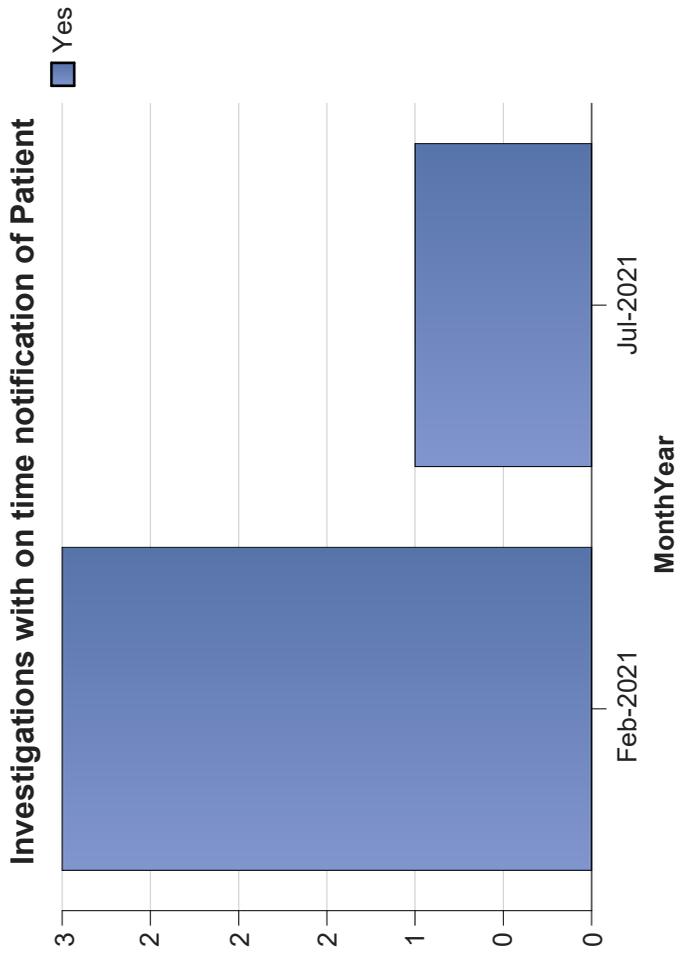
Admissions Services	1
Credit and Billing	4
ED	5
EVS	1
HIM/Medical Records	4
Imaging	4
Internal Medicine Clinic	2
Lab	8
Med Surg Unit	1
Medical Surgical Unit	3
Ortho Clinic	1
Peds/Allergy Clinic	1
Rehab Services - Physical Therapy, Occupational Therapy, Speech Therapy	1
RHC / RHC Women's Clinic	6
Rural Health Clinic / Rural Health Women's Clinic	3
Specialty Clinic	2
Total	47



	Yes	Total
Feb-2021	3	3
Jul-2021	1	1
Total	4	4



	Yes	Total
Feb-2021	3	3
Jul-2021	1	1
Total	4	4



	Yes	Total
Feb-2021	3	3
Jul-2021	1	1
Total	4	4

Release of Minimum Necessary PHI to LEO
Quick checklist

- **Court Order, valid Subpoena, Search Warrant, Grand Jury Subpoena** –call Compliance (873-2022) or AOC
- **Patient Authorization** - if a patient authorizes it, you can release it. Verbal authorization is ok, but document it in the patient chart, along with what you have released
- **Child Abuse, Adult Abuse, Domestic Violence** – mandatory reporting information can be released with or without patient authorization
- **Patient participation in a violent crime** – if the patient has admitted to participating in a violent crime that may have caused serious physical harm to a victim
- **Identify or locate a suspect, fugitive, material witness, or missing person**
- **Crime on the premises**
- **Prevention of Serious Harm or Injury** – prevent serious harm or injury to patient, another person or the public
- **Releases required by law** – mandatory reporting, public health, etc
- **Inmate** – PHI necessary for treatment of inmate, health and safety of inmate, others at the correctional institute or those transporting the inmate
- **National Security** – Call Compliance or Administrator on Call
- **Telephone request** - May only release room number and general condition (Good, Fair, Stable, Critical)

WHEN HEALTHCARE PROVIDERS MAY RELEASE PROTECTED HEALTH INFORMATION (PHI)
TO LAW ENFORCEMENT OFFICERS (LEO)

Detailed list

1. All releases of information discussed below should be consistent with the minimum amount of information necessary.
2. PHI may be released to LEO with patient permission (documented verbal or written)
 - a. Remember that substance use disorder and mental health information should **not** be released without consulting the Compliance Department.
3. NIHD may release PHI (minimum necessary) when necessary to prevent a serious threat to the patient's health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.
4. The following disclosures we may make to LEO are discussed in our Notice of Privacy Practices:
 - a. About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
 - b. About a death we believe may be the result of criminal conduct;
 - c. About criminal conduct at the hospital; and
 - d. In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.
 - e. If the patient is an inmate of a correctional institution or under the custody of a law enforcement official, we may disclose medical information about the patient to the correctional institution or law enforcement official. This disclosure would be necessary 1) for the institution to provide health care to the patient; 2) to protect the patient's health and safety or the health and safety of others; or 3) for the safety and security of the correctional institution.
5. Disclosures to identify or locate a suspect, fugitive, material witness, or missing person
 - a. A hospital may disclose only the following information
 - i. Name and address
 - ii. Date and place of birth
 - iii. SSN
 - iv. ABO blood type and Rh factor
 - v. Type of injury
 - vi. Date and time of treatment
 - vii. Date and time of death, if applicable

- viii. A description of any distinguishing physical characteristics (e.g., height, weight, gender, race, hair and eye color and presence or absence of facial hair, scars, and tattoos).
- 6. If they have a Search Warrant, Court Order, valid Subpoena, or Grand Jury Subpoena, call the Compliance Officer – 873-2022.
- 7. Child abuse or neglect does not require the patient's (or custodians') agreement.
- 8. Adult and child abuse, neglect, or domestic violence are mandatory report subjects in California.
- 9. Telephone request - May only release room number and general condition (Good, stable, critical)

Disclosures to LEO may be made, but are not required. All disclosures to LEO must be documented and they are subject to the accounting of disclosures as required by HIPAA.

If you have questions, call Compliance or the Administrator on Call (AOC). If after hours, the AOC has the Compliance Officer's contact info.



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

DATE: March 4, 2022
TO: NIHD Board of Directors
FROM: Kelli Davis, Chief Executive Officer (CEO)
RE: Monthly CEO Report– Northern Inyo Healthcare District

REPORT DETAIL

Nationwide Nursing Shortage Follow-Up

The February 16, 2022, NIHD Board Meeting agenda included a letter to the Congress of the United States, advocating on behalf of healthcare entities who are at the mercy of contract staffing agency price gouging. The letter requested federal government interventions with competition and consumer protection authority investigations into this conduct to “determine if it is the product of anticompetitive activity and/or violations of consumer protection laws”.

During the Board Meeting, a question was posed regarding whether a similar inquiry and investigation is underway at the state level through the California State Department of Consumer Affairs.

Post Board Meeting, I reached out to Lois Richardson at California Hospital Association (CHA) for information and Lois provided the following feedback:

“CHA is advocating that California’s Attorney General (AG), Rob Bonta, investigate staffing agencies. We sent him a letter (attached) and have met with him personally as well as his staff. The AG has told us that investigations are confidential, so we wouldn’t necessarily know if an investigation was opened. We are continuing to advocate with the AG’s office on this issue”.

Annual Employee & Provider Satisfaction/Engagement Survey

The 2nd annual survey with People Element, started on December 15th, concluded on January 20, 2022.

This year, we had a participation rate of 71% in comparison to last year’s rate of 57%, which is very encouraging. The survey results have been received and reviewed at the Executive Team level and preliminary information has been shared with the Department leaders. Presentations are beginning with employees through HR and providers will soon receive report results as well.

NIHD is pleased to see higher scores across the board. Major efforts were implemented through action plans in 2021 that focused on areas of importance noted by our team members. We also acknowledge this is only a starting point. We intend to continue to strive for scores that reflect increased engagement and satisfaction throughout the District every year.

2022 NIHD Community Health Needs Assessment

A Community health needs assessments (CHNAs) is an assessments of the wellness needs within a community. As part of the Accountable Care Act (ACA), the federal government began mandating CHNAs to ensure non-profit hospitals were producing community benefits with the costs saved from certain IRS tax exemptions.

Non-profit hospitals must conduct a CHNA every three years and use that assessment to devise an action/intervention plan. Hospitals must also make those documents publicly available, usually on the hospital website.

NIHD is due to complete a CHNA this year and vendor selection is currently underway. In the best interests of our community, partnering and collaborating with providers, local government agencies, community members, service provider and community healthcare partners is key. Conversations with Dr. Peter Spiers, CEO, Southern Inyo Healthcare District, are showing a strong potential for a shared CHNA. The average CHNA takes approximately 6-8 months from start to final report. We anticipate a start date of no later than May. More to come -

Southern Mono Healthcare District Labor & Delivery Services

At the time of this report development, we have not received a final decision from Mammoth Hospital as to whether they will re-open, continue in a suspended state, or close their L&D Department due to insufficient RN staffing. NIHD L&D teams have continued to provide L&D services for patients from Mammoth for several months. NIHD continues to try to be as proactive in this service provision in the short-term and potential long-term state through executive, provider, nursing and Board conversations. Patient safety, risk management and provider/clinical support are our top priority. We remain dedicated to a collaborative partnership with Mammoth Hospital throughout this support and transition phase.

Contractor/Traveler Housing

I believe all Board Members will agree our community has a housing shortage. This shortage has a particular impact on the availability to find lodging for new hires joining the team and the community. Additionally, contracted travelers who come to NIHD as a solution to hard-to-fill or short-term positional needs for the District struggle significantly; we have lost some travelers interested in coming here due to the inability to secure housing.

I continue to make contact with any viable means of housing. Conversations with local government officials and landowners of vacant buildings are underway. I will continue to reach out in any way I can. It is important to note, local healthcare partner leadership are open to partnerships with NIHD that may become available. United forces!

Department Reports

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

Closing

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

Respectfully submitted,
Kelli Davis - CEO



September 15, 2021

Attorney General Rob Bonta
California Department of Justice
P.O. Box 944255
Sacramento, CA 94244-2550

Dear Attorney General Bonta:

The California Hospital Association, on behalf of more than 400 member hospitals and health systems, applauds your office's efforts to combat price gouging and false, deceptive, or misleading advertising during the COVID-19 public health emergency. It is imperative to protect the public against false COVID-19 treatments and cures, opportunistic pricing for hand sanitizer and masks, and fraudulent sales of non-existent personal protective equipment. We are grateful that your office has been at the forefront of protecting Californians from these and other predatory practices.

Hospitals today are facing the worst staffing shortage since the beginning of the pandemic, a phenomenon that is coinciding with the worst patient surge yet for many communities across the state. **We have fewer people working in our hospitals today than we had 18 months ago, as COVID-19 has taken a devastating physical and emotional toll on California's health care workforce. Many nurses and other health care workers have reached their breaking point and are leaving hospital employment, retiring early, or leaving their profession altogether.** To offer one example, a hospital system in the San Diego area recently reported that job openings have grown by more than 50%, and nurse vacancies have increased by 96% (*[Nurse shortages in California reaching crisis point | CalMatters](#)*).

Under normal circumstances, hospitals turn to staffing agencies to help fill temporary gaps. But in recent weeks, it has become next to impossible for many California hospitals to obtain staff from contracted agencies due to increased nationwide demand. Desperate hospitals increasingly face unprecedented pricing due to the rates that some staffing agencies are charging. The skyrocketing prices affect hospitals in poorer communities and communities of color the most, as they are least likely to be able to afford these rates.

CHA requests that your office use its resources and expertise to promptly investigate these concerns and act accordingly on your findings. We need your immediate support to ensure that high-quality, affordable care remains available for all who will need it in the coming weeks and months.

To be clear, California hospitals recognize that travel nurses are in high demand and are caring for unusually complex patients with an infectious disease. However, we are troubled by the fact that rates have increased rapidly and to levels never before seen. Also, we have observed significant and similar markups by multiple

staffing agencies, which raises questions about how exactly these rates are set. In addition to excessive pricing complaints, we have received numerous reports of agencies sending staff who do not have the skills or experience they were represented to have, are unwilling to do the work they were engaged to do, are unprepared despite representations otherwise from the staffing agency, and/or do not complete their assignments as agreed by the staffing agency.

Public and private hospitals throughout the state have made similar reports, leading to a concern that this appears to be widespread and part of an ongoing pattern, rather than occasional miscommunications or contract breaches.

CHA has learned from other state hospital associations and the American Hospital Association that these problems are being experienced nationwide. We ask that you engage your peers through the National Association of Attorneys General to help resolve these issues.

Hospitals are in dire need of temporary nurses and other staff to care for their patients and have little choice but to pay the current rates. They are often fearful that public airing of concerns could lead to an unwillingness on the part of some agencies to work with them. The harm this causes to safe, affordable patient care for all Californians — indeed, to all Americans — cannot be overstated.

Therefore, we request that the Department of Justice investigate these unprecedented rates and take appropriate action to protect hospitals and the patients they serve.

Sincerely,

A handwritten signature in black ink that reads "Carmela Coyle". The signature is written in a cursive, flowing style.

Carmela Coyle
President & CEO



NORTHERN INYO HEALTHCARE DISTRICT

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

DATE: March 2022

TO: Board of Directors
Northern Inyo Healthcare District

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

RE: Diagnostic Services Department Update

REPORT DETAIL

NEW BUSINESS

Cardiopulmonary (CP):

The Cardiopulmonary department has implemented phase I of a two-year plan to replace NIHD's respiratory support equipment. With the Board's and Executive team's support, we placed on order for two Hamilton T-1 Ventilators. These ventilators are replacing our two transport vents that have been end of service life (EOSL) since mid-2019. The plan accounts for two additional ventilators to be purchased through the FY 2023 capital budget process. At that point, we can re-evaluate organizational needs and identify the need for any additional respiratory support capital equipment. Cardiopulmonary leadership is in the process of reviewing our 2022 employee engagement survey results and will be working with staff to create action plans to continue our quest to make NIHD a great place to work. I am pleased with our 77% participation in the survey this year and our overall results of having 76% favorable answers from our staff members in CP. This is a testament to the work that has been done since the last survey in 2021, but appears that one of our areas of continued opportunity within the department is effective communication to our workforce members. We will develop a department focus group to try to identify what our employees are needing / wanting in the way of improved communications. More to come on that front in the May report.

Diagnostic Imaging (DI):

The Diagnostic Imaging department has been working very diligently on employee engagement over the past year and the results have shown in our 2022 employee engagement survey results. The department achieved its goal of having no less than 90% participation in the survey with our overall favorability rating at 81%. Although improvement was shown in all sections of the survey, our employees still are telling us that we could do better at providing them resources and support to manage stress and to be successful at their job. As in all Diagnostic Services departments, we will develop a team of employees to help us understand the key points behind the opportunity and will continue our work to improve to an even greater degree in our 2023 survey.

Laboratory Services (the Lab):

Laboratory Services is currently underway with two significant upgrades within the lab. We are very close to going live with our new Hematology analyzers. These new analyzers will allow our lab staff to be much more efficient by automating the analysis of body fluids and reticulocyte counts. These new automated features will save hundreds of labor hours of the current manual processes and will lead to more standardized reporting of patient test results. Our current project plan has set a go-live date with the new analyzers on March 2, 2022. The second upgrade that is occurring within the lab is the upgrade of our middleware platform for microbiology. This upgrade to the middleware will automate management reporting (antibiograms and blood culture contamination rates) that are now done manually.

In reviewing our 2022 employee engagement survey results, the lab had 65% of department employees complete the survey. This is well below both NIHD participation rates and Diagnostic Services as a whole. Although participation was not as high as we would have liked, our overall favorability rate was at 72%, very close to the NIHD overall mark. We will work hard with our lab employees to identify key areas that need to be worked on and will implement employee driven work plans to improve the engagement of our lab employees.

OLD BUSINESS**Cardiopulmonary:**

No old business to report for Cardiopulmonary

Diagnostic Imaging:

No old business to report on for Diagnostic Imaging

Laboratory Services:

No old business to report on for the Lab



NORTHERN INYO HEALTHCARE DISTRICT

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

DATE: March 2022

TO: Board of Directors
Northern Inyo Healthcare District

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

RE: Department Update

REPORT DETAIL

NEW BUSINESS

The team is deploying direct printing to all areas of the hospital. *This will increase speed and reliability.*

Team members have completed security penetration mitigation were possible. *Older systems still hamper our security posture.*

Windows updates and patches are now deployed via SCCM (System configuration manager) *This automates upgrades, installs and patching for security issues.*

The technical team is in the process of completing our VMware Platform upgrade. *This is the virtual environment for 387 servers.*

The ITS department has taken back over reporting for the District and the addition of our newest employee will allow us to be able to delivery much needed reporting and data for decision making processes.

OLD BUSINESS

Team members are working on documented issues from security risk assessment and penetration testing.

Staff have completed the build and testing of our SCCM server and patches are now being rolled out to servers and workstations again.

CE team is helping in the process of scoping for larger district-wide projects such as the OR floor replacement



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

DATE: March 2022

TO: Board of Directors
Northern Inyo Healthcare District

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

RE: Department Update

REPORT DETAIL

FOUNDATION

January and February saw regularly scheduled board meetings take place. In January, the Foundation approved over \$14,000 in support of the District's remodel project for the Bronco Clinic (\$13,000) and the CAREshuttle (\$1,300). Two new policies were adopted by the Board, covering conflict of interest and whistleblower guidelines. February's meeting covered general business and the discussion of beginning a fundraising campaign for a new vehicle for the CAREshuttle program. It will be vital that Foundation board members actively engage their contacts to set up meetings for myself and other District personnel to make a pitch for donations. The marketing team is also working on a "case for support" document that will be used at these meetings to highlight the need for this service in our communities.

GRANT WRITING

During this reporting period, the Physicians for a Healthy California's CalVaxGrant program application was approved and the District should be receiving \$30,000 in support of our vaccination efforts.

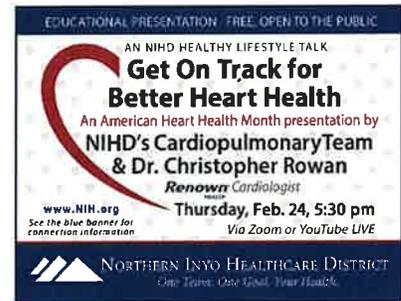
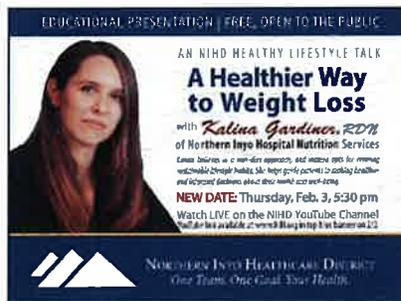
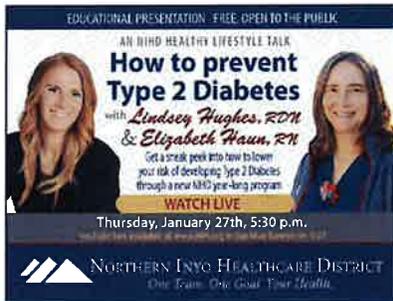
Administration and maintenance for all other current grants is ongoing.

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

REPORT DETAIL

Old Marketing Business

- **Continued spotlight on RHC providers on Facebook & Instagram** (specifically, Drs. Boo, Brieske & Sharma, as well as Physician Assistant Sarah Starosta). All received great engagement from the community.
- The momentum set by Dr. Bo Loy with the **return of the Healthy Lifestyle Talks continues**. All are available for review on NIHD’s YouTube channel (*visit YouTube.com and search for Northern Inyo Healthcare District*). Special shout out to Dr. Engblade for her assistance in making these a reality. To date the following talks have taken place:



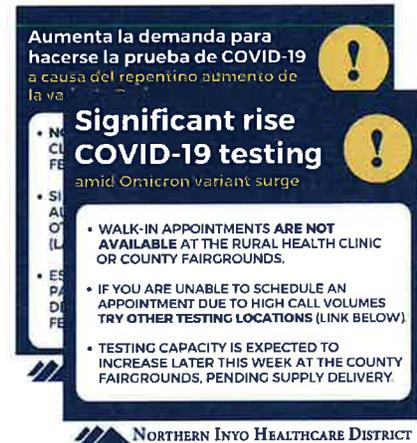
- **January – How to Prevent Type 2 Diabetes** by Lindsey Hughes, RDN, & Elizabeth Haun, RN;
- **January – A Healthier Way to Weight Loss** by Kalina Gardiner, RDN; and,
- **February – Get on Track for Better Heart Health** by the NIHD Cardiopulmonary Team & special guest Renown Health Cardiologist Dr. Christopher Rowan.
- **March – Tentatively set for March 24**, spotlighting Surgery team and Dr. Robbin Cromer-Tyler.

New Marketing Business



NORTHERN INYO HEALTHCARE DISTRICT

- **Podcast development** under way.
- **Job Opportunities ads posted to social media outlets** (*Staff Development Coordinator and Medical Lab Service Manager - receiving high reach on these so far*).
- **Worked to keep staff abreast of status of Operating Room Flooring Project.** We are grateful to Facilities Director Scott Hooker, Maintenance Manager Jason Moxley, Chief Nursing Officer Allison Partridge, and Chief Executive Officer Kelli Davis for the assistance in keeping the information flowing to all.
- **Continued partnership with County of Inyo for promotion of COVID-19 educational materials,** including posts on rising case numbers in English and Spanish.
- **Participated in *The Inyo Register's Babies on Parade* special** with an ad spotlighting our Obstetrics team and Pediatricians. Ad has since run in additional issues of the IR and *The Sierra Reader*. (*See ad below*)
- **Aided in promotion of new Diabetes Prevention program,** conducted by Lindsey Hughes, RDN, and Elizabeth Haun, RN. This included print and digital ads as well as media interviews on KIBS-FM, Sierra Wave's *Skippable News* with Jason Brown and Jim Tyler, and postings on *EasternSierraNow.com*. (*See ad below*)
- **Spotlighted the NIH Auxiliary's See's Candy sales** on social media and internally. To date, the Auxiliary has sold out each time.
- **Conducted a Valentine's Day valentine exchange** and provided all staff members with a special treat. Spotlighted staff on social media, which drew great community engagement. (*See photos below*)
- **Digital Marketing Specialist Scot Swan Developed a Patient Portal tutorial** which will be posted shortly to our website. It is available on our YouTube page.
- **Initiated new radio spots on KIBS-FM, KSRW-FM.** Spots were kindly voiced by Launa Strickland of the NIHD Admissions Team.
- **Continue working with NIH Foundation on upcoming fundraising effort** and on raising awareness for the CAREshuttle program.



- **Working with Eastern Sierra Cancer Alliance** to present March 5th's Blue Ribbon Run & Walk. Many members of NIHD's staff volunteer their time or serve on the ESCA's Board of Directors. NIHD graciously hosted a sign-up day for the community just prior to the event.
- **We look forward to Doctor's Day in March, and Nurse's Week and Hospital Week in May.** Plans are underway for all three events.



NATIONAL DIABETES PREVENTION PROGRAM



START DATE EXTENDED PRESENTED BY DISTRICT DIETITIAN
LINDSEY HUGHES, RDN

STILL TIME TO SIGN UP!

LEARN HOW TO LOWER YOUR RISK OF DEVELOPING TYPE 2 DIABETES

A year-long program with weekly meetings for the first 6 months, then once or twice a month for the second 6 months

ELIGIBILITY FOR THE PROGRAM

PREVIOUSLY DIAGNOSED WITH GESTATIONAL DIABETES
NO PREVIOUS DIAGNOSIS OF TYPE 1 OR 2 DIABETES
BLOOD TEST RESULTS IN THE PREDIABETES RANGE WITHIN THE PAST YEAR
BMI - OVERWEIGHT OR HIGHER
AT LEAST 18 YEARS OLD
NOT PREGNANT

To sign up, contact
Lindsey Hughes, RDN
Lindsey.Hughes2@nih.org





Compassionate & Trusted Care

caring for you through all seasons of life

Rural Health Women's Clinic

Comprehensive Obstetrics & Gynecology
(760) 873-2602

<p>Gynecology Consultations</p> <ul style="list-style-type: none"> Endometrial Biopsies Colposcopy Pessaries & Pelvic Floor Management Well Woman Exams Pelvic Floor Physical Therapy Full Range of Gynecological Surgical Services Minimally Invasive Surgery (Laparoscopic Surgery) Uterine Incontinence Surgery Hysteroscopy 	<p>Prenatal Care</p> <ul style="list-style-type: none"> Maternal Fetal Medicine Consultations Genetic Testing Free Walk in Pregnancy Testing High Risk Pregnancy Evaluation & Management
<p>Contraceptive Care</p> <ul style="list-style-type: none"> Birth Control Consultations IUD Insertion & Removal Neurolon Insertion & Removal Depo-Provera Injections 	<p>Age appropriate walk in services for established patients including:</p> <ul style="list-style-type: none"> Immunizations Blood Pressure Checks Weight Checks Glucose Variance Treatments A1C Forms Arenia Testing Hearing & Vision Screening

Northern Inyo Associates - Pediatrics
Comprehensive Care for Children & Adolescents
(760) 873-6373

Preventative care from newborn through age 21 years
Evaluation & treatment of patients with acute illness
Management & care coordination for patients with chronic conditions
Care for infants and children admitted to Northern Inyo Hospital

 Dr. Joanne Arndal OB-GYN	 Dr. Martha B. Kim OB-GYN	 Dr. Jeanne Pflum OB-GYN
 Jennifer Norris, CNM Certified Nurse Midwife	 Jennifer Figueroa, PA Women's Health	 Dr. Anne Gasior Family Medicine
 Dr. Kristin Meredith Pediatrics	 Dr. Lindsey Ricci Pediatrics	 Dr. Jane Yoon Pediatrics
 Callie McVey, C-PNP Pediatrics	 Tamara Loy, C-PNP Pediatrics	



NORTHERN INYO HEALTHCARE DISTRICT

One Team. One Goal. Your Health.

Digital Statistics (Facebook & Instagram)

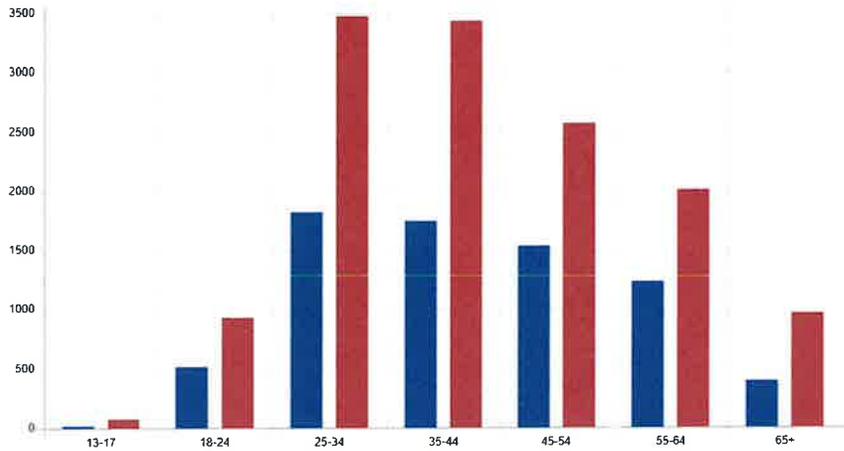
Total Likes 949 <small>Hooraay!</small>	Total Reach 23.8K <small>↓ -17% in last 1 month</small>	Post Engagement 3.6K <small>↑ 12% in last 1 month</small>	Page Clicks 2.9K <small>↑ 448 in last 1 month</small>	Total Fans 13 <small>↓ -13% in last 1 month</small>	Post Published 21 <small>Great Going!</small>
--	--	--	--	--	--

Audience Demographic

Demography breaks down the composition of your fans and audience

Your Fans

People Reached



Reach by Country

Since Previous Period

United States	19839 ↓
Mexico	538 ↑
Philippines	122 ↑
United Kingdom	40 ↓
Canada	39 ↓
Germany	22 ↑
Nepal	17 ↓
Australia	17 ↓

65% Female Reach
35% Male Reach



Profile Overview

Followers

322

Doing Great!

Profile Views

69

↑ 69% in last 15 days

Reach

1.4K

↑ 1384% in last 15 days

Impressions

2.5K

↑ 2536% in last 15 days

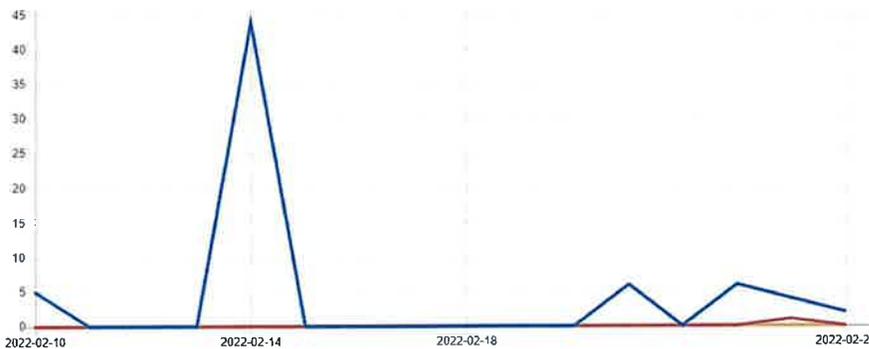
Website Clicks

5

↑ 5% in last 15 days

Post Engagement

Post Engagement shows the number of likes, comments and saves on your posts.



Engagement Insights

Since Previous Period

58% ↑

Total Engagement Increased

- 67 Likes
- 1 Comments
- 0 Saves

Digital Statistics (Facebook & Instagram)

Hashtag Performance

See how your hashtags could be affecting your reach and engagement rates.

Hashtag	Post Count	Average Reach	Average Engagement
NorthernInyoHealthcareDistrict	1	44	2
BishopHospital	1	44	2
NorthernInyoHospital	1	44	2
WereHiring	1	44	2
AmericanHeartMonth	2	92	6
heartheath	2	92	6
healthfact	1	113	6
healthandwellness	2	115	6
healthandwellnesstips	2	115	6
healthylifestyle	2	115	6
healthyliving	2	115	6
wellnesstip	2	115	6
healthcare	2	115	6
didyouknow	2	115	6
healthfact	3	116	5

NIH.org Website Statistics

Device/Browser



New vs Returning Visits





NORTHERN INYO HEALTHCARE DISTRICT

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

DATE: March 2022

TO: Board of Directors
Northern Inyo Healthcare District

FROM: CEO Board Report
Neil Lynch, Purchasing

RE: Department Update

REPORT DETAIL

NEW BUSINESS

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

OLD BUSINESS

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

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

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



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

DATE: March 2022

TO: Board of Directors
Northern Inyo Healthcare District

FROM: CEO Board Report
Scott Hooker, Director of Facilities

RE: Department Update

REPORT DETAIL

MAINTENANCE/FACILITIES

New Business:

Final inspection on the Building Separation Project has been completed, all paperwork has been submitted to HCAI waiting for HCAI final approval and closeout of this project. Pharmacy project is under HCAI review and is tracking on schedule for an expedited review.

OSHPD Projects (6 projects)

Building Separation Completed all documents and sent to HCAI for their review and approval.

Pharmacy Project – Received our 3rd back check comments from HCAI. Not too many comments and all are easily addressable. HCAI has agreed to do an expedited review on the Pharmacy plans.

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

Chiller Plant Upgrade / Condenser Plant Upgrade – HCAI approved the project, and Colombo Construction has this project out to bid. Condenser units are on back order due to the supply chain crisis. Expected start of this project June 2022.

Omnicell Medication Cabinet Replacement Project – All but one cabinet (Med Surg) have been installed.

OSHPD Changed its Name – The new name is California Department of Health Care Access and Information (HCAI)

SECURITY

New Business:

Security is running smoothly we have two open positions, two potential guards that need to be interviewed, one guard out on leave.

Old Business:

Security is currently operating with 5 officers. Security is onsite Sunday – Thursday 600p-330a, Friday and Saturday noon-400a.



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

DATE: March 2022

TO: Board of Directors
Northern Inyo Healthcare District

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

RE: Department Update

REPORT DETAIL

HR Manager (Marjorie Routt): Overseeing the implementation of multiple ADP modules with a heavy emphasis on Payroll. Next new module will be performance management. Going over employee engagement survey results with managers and assisting with creating department-specific strategic plans.

Recruitment (Brandi Simpson): Recently hired new recruiter with a lot of recruitment experience. Will be developing a very hands-on recruitment process to offer a lot of support to the management team. Assisting District leaders during the COVID crisis staffing shortage. Partnering with Strategic Communications to get job postings on multiple social media platforms.

Onboarding (Sarah Rice): Streamlining the new hire and transfer notification process. Working on the onboarding process for the Board of Directors and new hires. Auditing the active directory for the IT department. Key role in the payroll implementation for ADP.

Payroll (Reuben Morgenstein): ADP comprehensive Payroll implementation in process. Implementing new COVID leave for employees.

Benefits (Carlos Madera): Heavy emphasis on COVID-related leaves during the recent surge.

HR/District Education (Open): Hired a new Education Specialist, Veronica Gonzalez, who will start in mid-March. Veronica has worked for the District for many years in the past and is returning to take on a new role. She is very excited about the opportunity and is ready to support the District with educational needs.

Labor Relations (Brittney Watson): Brittney accepted the new position within the department moving from Recruiter to Labor Relations Specialist. Brittney will be assisting with all labor relations projects and partnering with the union to address any issues or concerns that arise.

Human Resources (Alison Murray): FRISK training for management team to teach managers the fundamentals for addressing employee performance issues. HR and Compliance investigation training. Continued work on strategic planning for HR department as well as District. Overseeing staff compliance with the state mandate requiring vaccination or testing for employees including booster vaccines by March 1, 2022. Preparing for union contract negotiations in 2022.



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

DATE: March 2022

TO: Board of Directors
Northern Inyo Healthcare District

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

RE: Department Update

REPORT DETAIL

ENVIRONMENTAL SERVICES (ES)

The Environmental Service team operates Monday –Sunday 400am to 1230am. Our staff cleans areas from Birch Street, to the Joseph House to our OR's and PACU. We currently have 23 fulltime employees in ES with two vacant spots to fill. ES staff was very busy with the last COVID spikes in the ED.

LAUNDRY

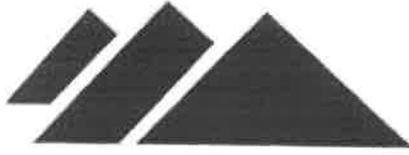
The Laundry team operates Monday –Friday from 500am to 1530pm. We currently have 4 employees with one fulltime position that will be filled as of April 9th, 2022. Our chemical line is still good. All equipment is working. Our staff is doing great. Our washable PPE is at a great back-up level. The Laundry staff hasn't had to work on the weekends for a while now.

OTHER INFORMATION

Talent Pool- Currently has 6 employees. We plan on hiring 4 more Talent Pool employees. Applicants in ADP for the Talent Pool position are starting to come in slowly.

Screeners- We have 5 temporary screeners from Sierra Employment to cover Radiology 5 days per week, Main and the ED entrance 7 days per week.

Naliyah Carmona is our newest temporary screener. They are all really nice and do a great job!



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

DATE: March 2022

TO: Board of Directors
Northern Inyo Healthcare District

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

RE: Department Update

REPORT DETAIL

NEW BUSINESS

Project Process updates: I will be working to complete the streamlining, tracking, and reporting in the coming months for project processes at NIHD.

Budget: Working on departmental budget for 2023.

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

Discovery – 9 (Mammo and Stereo Equipment Replacement, PACS Replacement, Onboarding Workflow Efficiency, OneContent upgrade, Cerner Portal Relaunch, RHC Manager Relocation and added staff area, DI staff to MRI area, EMS radio and recording system Replacement, FEEs system)

Actively Working – 19 (OR and PACU Flooring, Omnicell Cabinets, Employee Health Management System Agility, Myla Lab/Micro Middleware, Hematology Analyzer, HCIQ and Valify GPO CHC Project, ADP Empower/ Payroll and Employee services, Zoll Defibrillator Replacement, GHX, Smartsheet upgrade for PHI compliance, State Mandate Tracking, i2i with Cerner, Flu and NSHN tracking, Experian Pricing transparency, OneContent athena upload, Internal Med Office update, BDM Interface Cerner project, Phlebotomy draw area update, DI Coordinator offices)

Closing – 6 (Report Governance Committee, Advance Capture, Bronco Clinic Restart, MAT Grant Project, OneContent Centricity upload, Scanning-clinic efficiency)

Moves Completed - 5 (Ortho front office, IT apps admin relocation, Pediatric clinic office space for additional staff, Employee Health work station additional staff, HR office added staff)

On Hold Projects - 11 (InQdocs Subscription Service, Copay workflow improvement, Hemodialysis for IP, Kitchen update, Wound Care, City of Hope Telehealth, Additional Ortho services, Logisticare/Modivcare Transport, Surgery/ PACU office changes, SAP Concur, Door Access Badge Standard workflow)



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150 Pioneer Lane
Bishop, California 93514

(760) 873-5811

DATE: March 2022

TO: Board of Directors
Northern Inyo Healthcare District

FROM: CEO Board Report
Thomas Warner, Dietary Manager

RE: Department Update

REPORT DETAIL

New Business

The Dietary Department has been successful in requesting all dietary vendors adhere to NIHD's temperature screening and mask adherence process. Vendors remain compliant and willing to do so. Staff has been willing to cover each other's shifts due to staff illness; staff continue to abide by infection control and public health mandates.

The Dietary team continues to prepare cakes and cupcakes for retirements and monthly birthday celebrations; the team continues to prepare and assemble 175 individual cupcakes for the month birthday celebrations.

The Dietary team is making and donating pastry goods for the Pioneer Home Health Care Hospice Fundraiser bake sale the weekend of the 26th of February. The team is happy to help out our partners at PHHC.

Total Meals Served through the 3rd week of February:

Patient Meals: 708

Staff Meals: 3,934

Clinically, the dietitians have been working diligently on the patient meal menus based on carb counts and diets. Communication between the dietitians and the Manager of Dietary have been fruitful in streamlining our menus and policies/procedures for our upcoming state inspections. Dietitians have been hard at work, working on Healthy Lifestyle Topics, platforms, and videos for social media.

A larger project the dietitians have been hard at work on is the CDC recognized Diabetes Prevention Program that will roll out in the near future once the minimum number of qualified candidates have enrolled. Start date is still TBD.

Old Business

Day-to-day operations for the Dietary Department continue to include:

- Feeding staff during breakfast, lunch and dinner
- Coordinating with special event committees to organize and provide food during opportunities of celebration and acknowledgment
- Providing nuclear medicine meals
- Providing inpatient meals
- Maintaining survey readiness through observations and actions
- Enforcing social distancing recommendations while waiting in line and dining in the Cafeteria



Northern Inyo Healthcare District

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

Date: 2/25/2022

To: Board of Directors

From: Joy Engblade, MD, MMM, FACP, Chief Medical Officer

Re: Bi-Monthly CMO report

Medical Staff Department update

I would like to congratulate Dianne Picken, Medical Staff Director on her new certification: CPMSM, Certified Professional of Medical Services Management. This certification shows that Dianne has the knowledge and skills for leading the Medical Staff Office through complicated issues like credentialing, governance, law, accreditation and regulatory compliance. Congratulations Dianne!

We now have CredentialStream up and running, which allows anyone in the District to electronically search for a physician's privileges on the spot.

Physician recruitment continues with no interviews planned at this time.

Pharmacy Department update

We are planning on starting the physical Pharmacy construction project in the next month or two. Regular updates are received from Scott Hooker and Colombo construction.

We have replaced all of our OmniCell units for medication dispensing throughout the hospital. This was necessary to stay up to date with OmniCell support, compliance and regulation.

The Pharmacy department continues to support Covid vaccination efforts, including ongoing vaccinations and monoclonal antibodies through allocations and education across the District in partnership with Inyo County.

Our 340b program continues to grow, with the addition of a dedicated 340b analyst. We are looking forward to continuing to grow this program.

Quality Department update

The Quality Department continues to report on a number of regulatory requirements, meeting all deadlines. A quarterly dashboard has been created to display this data including Promoting Interoperability (PI)- Hospital, Merit-based Incentive Payment System (MIPS)- Clinic, Medicare and Chip Reauthorization Act (MACRA)- Anesthesia and The Joint Commission ORYX.

We continue to partner with a company called i2i, which pulls data from Athena and Cerner to help with reporting requirements. QIP continues to be a program that we are participating in, through the state.

We are working on updating our 2022 QAPI Plan and the Board members will be reviewing this policy in the next few months. An exciting project that we have initiated in partnership with the Antibiotic Stewardship Committee is Asymptomatic Bacteriuria. This project will provide education to providers and patients regarding the appropriate use of antibiotics in the setting of “bladder infections” that do not cause symptoms.

We are very excited to be adding a new employee to the Quality team which will increase our capacity for Quality Improvement projects and reporting.

Dietary Department

As of March 1st, our 2 Registered Dietitians will be transitioning from CEO to CMO for reporting structure. We are excited to be working together and already talking about ensuring survey readiness, updating menus, and ongoing education for diabetes education and prevention. Both RD’s Kalina Gardiner and Lindsey Hughes gave Healthy Lifestyles Talks last month with great attendance, addressing Diabetes prevention and Healthy Eating Habits.

Covid 19

We continue to have weekly Incident Command meetings and share information across the District and with our community partners. Omicron has peaked and is now on the decline, but we continue to diligently watch for ongoing CPDH and Inyo County direction.

Physician Compensation Update

We have decided to continue physicians on their current compensation this calendar year while we continue to work on a fair and transparent structure. During this year, we will be providing physicians with productivity and quality data. This information will assist us with ongoing conversations on structure development, with the aim to transition to a more standardize structure by 2023.



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

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

REPORT DETAIL

COVID-19

The District continues to manage the daily challenges that COVID-19 has presented. We are looking to begin closing our Incident Command and transitioning back to full operations. This process will occur over several weeks as we closely monitor the Pandemic. NIHD continues to partner with Inyo County Public Health in administering COVID-19 vaccines and has created accessibility in the RHC and NIA clinics.

Operating Room (OR) Flooring Project

The OR Flooring Project continues to remain ahead of schedule. The workflows developed to support this project, and the safe delivery of care have been successful. Our teams are eager to see this project come to completion and resume normal operations.

Defibrillator Project

Under the leadership of Jenny Bates, Justin Nott, Scott Stoner, and Lynda Vance, the new defibrillators have been deployed throughout the hospital. The new defibrillators bring advanced technology, including CPR feedback.

RHC Policy Project

The RHC is currently implementing a policy system that will support the compliance of all RHC regulatory requirements. The RHC Leadership Team greatly appreciates Tracy Aspel's support with this project.

Agility Project

Project work continues to support the successful implementation of Agility, an Employee Health Database. This database will streamline the documentation and record retention requirements for employee health.

Recruitment

In collaboration with our Human Resource Team, we continue to focus on recruitment and retention of team members to fill open vacancies throughout the District. Additionally, we have several team members transitioning to new roles in the District via in-house training programs. This includes Sterile Processing, Ortho Tech, and OR RN. We are excited to support the growth and development of our District team members.

FY2022

Unit of Measure	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22
Cash, CDs & LAIF Investments	51,541,102	51,660,613	51,218,981	44,626,386	48,069,372	48,192,815	44,293,619
Days Cash on Hand	194	192	192	158	176	174	160
Gross Accounts Receivable	40,330,632	39,434,879	38,647,332	45,621,898	45,730,808	48,011,063	50,415,516
Average Daily Revenue	497,169	478,408	485,427	486,248	490,359	491,569	485,625
Gross Days in AR	81.12	82.43	79.62	93.82	93.26	97.67	103.82
Key Statistics							
Acute Census Days	215	170	196	254	306	188	290
ICU Census Days	0	7	33	11	7	0	2
Swing Bed Census Days	24	0	0	0	0	0	0
Total Inpatient Utilization	239	177	229	265	313	188	292
Avg. Daily Inpatient Census	7.7	5.7	7.6	8.8	10.4	6.1	9.4
Emergency Room Visits	783	745	674	766	687	706	721
Emergency Room Visits Per Day	25	24	22	25	23	23	23
Observation Days	67	54	56	56	56	67	53
Operating Room Inpatients	24	23	14	16	21	17	18
Operating Room Outpatient Cases	107	89	89	82	98	126	3
Observation Visits	64	54	50	51	45	60	51
RHC Clinic Visits	2,297	2,743	2,775	3,030	2,707	2,722	3,426
NIA Clinic Visits	1,679	1,614	1,699	1,726	1,744	1,557	1,518
Outpatient Hospital Visits	8,690	9,250	8,980	9,162	8,728	8,630	8,526
Hospital Operations							
Inpatient Revenue	2,774,294	2,563,061	3,193,923	3,361,605	3,958,181	2,404,683	3,708,290
Outpatient Revenue	11,563,898	10,530,380	10,677,079	10,581,296	10,120,970	11,882,529	8,803,380
Clinic (RHC) Revenue	1,074,051	1,155,594	1,126,962	1,206,362	1,137,285	1,136,568	1,448,892
Total Revenue	15,412,242	14,249,034	14,997,964	15,149,263	15,216,437	15,423,780	13,960,561
Revenue Per Day	497,169	459,646	499,932	488,686	507,215	497,541	450,341
% Change (Month to Month)		-7.55%	8.76%	-2.25%	3.79%	-1.91%	-9.49%
Salaries	2,138,510	2,212,918	2,099,073	2,131,194	2,303,918	2,726,796	2,346,958
PTO Expenses	68,403	67,782	201,732	161,627	383,062	434,307	360,818
Total Salaries Expense	2,206,912	2,280,700	2,300,804	2,292,821	2,686,980	3,161,102	2,707,776
Expense Per Day	71,191	73,571	76,693	73,962	89,566	101,971	87,348
% Change		3.34%	4.24%	-3.56%	21.10%	13.85%	-14.34%
Operating Expenses	6,882,843	7,013,237	7,294,767	7,804,027	7,724,749	8,310,179	8,099,494
Operating Expenses Per Day	222,027	226,233	243,159	251,743	257,492	268,070	261,274
Capital Expenses	36,416	3,000	-	104,159	9,546	403,591	594,928
Capital Expenses Per Day	1,175	97	-	3,360	318	13,019	19,191
Total Expenses	8,511,732	8,533,790	8,636,587	9,124,560	9,203,811	10,127,813	9,618,792
Total Expenses Per Day	274,572	275,284	287,886	294,341	306,794	326,704	310,284
Gross Margin	1,732,096	(81,114)	645,366	(132,062)	(11,789)	(660,853)	(1,047,088)
Debt Compliance							
Current Ratio (ca/cl) > 1.50	2.13	2.10	2.84	2.78	2.54	2.70	2.65
Quick Ratio (Cash + Net AR/cl) > 1.33	1.80	1.73	2.29	2.17	2.07	2.22	2.21
Days Cash on Hand > 75	194	192	192	158	176	174	160

NIHD - Income Statement
FY 2022

	FY 2020	FY 2021	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	YTD 2022
Total Net Patient Revenue	76,229,126	86,844,620	8,614,939	6,932,123	7,940,133	7,671,965	7,712,959	7,649,326	7,052,406	53,573,851
IGT Revenues	13,729,686	20,295,927	394,000	1,106,255	530,242	394,000	394,000	2,780,184	856,511	6,455,193
Total Patient Revenue	89,958,812	107,140,547	9,008,939	8,038,378	8,470,376	8,065,965	8,106,959	10,429,510	7,908,917	60,029,043
Cost of Services										
Salaries & Wages	26,275,799	27,016,877	2,138,510	2,212,918	2,099,073	2,131,194	2,303,918	2,726,796	2,346,958	15,959,366
Benefits	18,316,171	22,382,407	1,618,760	1,635,349	1,795,655	1,801,576	2,059,894	2,085,215	2,199,930	13,196,378
Professional Fees	19,573,242	22,565,034	1,871,274	1,896,180	1,978,664	2,293,527	1,790,435	1,823,508	2,317,407	13,970,997
Pharmacy	3,105,981	4,035,279	274,517	354,714	344,942	405,802	392,006	380,870	286,978	2,439,828
Medical Supplies	4,199,962	4,136,111	277,812	255,157	358,049	369,855	451,788	497,972	184,989	2,395,622
Hospice Operations	505,000	-	-	-	-	-	-	-	-	-
EHR System	1,164,797	1,480,088	112,267	114,869	132,491	112,342	108,392	115,958	119,346	815,664
Other Direct Costs	4,813,483	5,810,258	589,703	544,051	585,893	689,732	618,316	679,861	643,886	4,351,442
Total Direct Costs	77,954,434	87,426,053	6,882,843	7,013,237	7,294,767	7,804,027	7,724,749	8,310,179	8,099,494	53,129,296
Gross Margin	12,004,378	19,714,494	1,732,096	(81,114)	645,366	(132,062)	(11,789)	(660,853)	(1,047,088)	444,555
Gross Margin %	13.34%	18.40%	20.11%	-1.17%	8.13%	-1.72%	-0.15%	-8.64%	-14.85%	0.83%
General and Administrative Overhead										
Salaries & Wages	4,681,985	3,906,499	319,290	323,708	319,740	305,823	355,039	412,400	361,734	2,397,735
Benefits	4,150,743	3,754,395	283,420	299,665	312,500	243,511	322,152	382,695	335,529	2,179,473
Professional Fees	2,337,874	3,978,605	421,033	420,876	222,237	282,805	300,113	462,506	329,198	2,438,769
Depreciation and Amortization	4,275,662	4,094,658	370,335	358,995	347,178	358,655	347,192	369,148	334,665	2,486,168
Other Administrative Costs	1,412,451	1,396,332	234,811	117,308	140,164	129,739	154,566	190,884	158,172	1,125,644
Total General and Administrative Overhead	16,858,715	17,130,488	1,628,889	1,520,552	1,341,820	1,320,533	1,479,063	1,817,634	1,519,298	10,627,788
Net Margin	(18,584,023)	(17,711,920)	103,207	(1,601,666)	(696,454)	(1,452,595)	(1,490,852)	(2,478,487)	(2,566,386)	(10,183,233)
Net Margin %	-24.38%	-20.39%	1.20%	-23.10%	-8.77%	-18.93%	-19.33%	-32.40%	-36.39%	-19.01%
Financing Expense	2,362,880	1,413,155	179,672	179,585	176,035	143,658	136,649	101,007	227,252	1,143,857
Financing Income	2,372,608	1,755,654	173,785	173,785	173,785	173,785	173,785	173,785	173,785	1,216,493
Investment Income	600,420	387,349	23,766	16,876	20,534	20,443	16,045	27,865	6,662	132,190
Miscellaneous Income	1712917.01	1361183.52	172,440	66,574	9,045,548	57,016	80,081	(460)	79,326	9,500,525
Net Surplus	(2,531,273)	4,675,038	687,526	(417,762)	8,897,620	(951,010)	(963,590)	401,879	(1,677,354)	5,977,309

	July-21	August-21	September-21	October-21	November-21	December-21	January-22
Assets							
Current Assets							
Cash and Liquid Capital	14,045,922	14,143,765	11,519,636	10,520,186	14,241,387	14,713,417	10,869,882
Short Term Investments	37,710,931	37,459,437	37,895,338	34,353,251	34,281,644	34,196,777	34,103,636
PMA Partnership	-	-	-	-	-	-	-
Accounts Receivable, Net of Allowance	17,138,201	16,475,304	16,272,228	19,413,168	20,940,657	21,359,592	23,422,744
Other Receivables	7,663,674	9,643,932	10,601,529	13,216,871	10,901,419	9,978,572	8,858,544
Inventory	3,364,669	3,426,323	3,413,915	3,371,955	3,379,016	3,341,506	3,375,509
Prepaid Expenses	1,788,612	1,636,519	1,778,307	1,476,186	1,554,182	1,612,547	1,651,594
Total Current Assets	81,712,009	82,785,279	81,480,953	82,351,618	85,298,304	85,202,410	82,281,909
Assets Limited as to Use							
Internally Designated for Capital Acquisitions	-	-	-	-	-	-	-
Short Term - Restricted	2,499,267	2,499,373	1,639,227	61,230	61,232	61,232	61,236
Limited Use Assets							
LAIF - DC Pension Board Restricted	665,411	916,906	981,005	1,046,467	1,118,074	1,202,941	1,316,833
DB Pension	18,395,253	18,395,253	18,395,253	18,395,253	18,395,253	18,395,253	18,395,253
PEPRA - Deferred Outflows	-	-	-	-	-	-	-
PEPRA Pension	-	-	-	-	-	-	-
Total Limited Use Assets	19,060,664	19,312,159	19,376,258	19,441,720	19,513,327	19,598,194	19,712,086
Revenue Bonds Held by a Trustee	3,215,549	3,375,336	3,535,124	3,694,911	4,004,827	14,392,668	14,073,128
Total Assets Limited as to Use	24,775,481	25,186,867	24,550,609	23,197,861	23,579,386	34,052,094	33,846,450
Long Term Assets							
Long Term Investment	1,502,414	1,001,121	1,000,001	997,171	996,539	1,002,414	989,654
Fixed Assets, Net of Depreciation	76,716,557	76,469,300	76,345,403	76,203,344	75,900,447	75,809,403	76,833,219
Total Long Term Assets	78,218,971	77,470,421	77,345,404	77,200,515	76,896,986	76,811,816	77,822,872
Total Assets	184,706,460	185,442,568	183,376,965	182,749,993	185,774,676	196,066,320	193,951,231
Liabilities							
Current Liabilities							
Current Maturities of Long-Term Debt	3,383,794	3,382,136	3,350,577	2,901,929	2,866,983	1,601,919	1,596,844
Accounts Payable	3,353,229	3,965,055	3,242,192	3,578,083	4,124,296	2,899,914	3,252,430
Accrued Payroll and Related	6,153,387	6,804,295	6,354,107	7,392,086	8,762,183	9,981,694	9,408,509
Accrued Interest and Sales Tax	261,043	369,624	195,444	303,558	405,047	149,454	200,365
Notes Payable	9,386,372	9,386,372	458,744	458,744	458,744	458,744	-
Unearned Revenue	13,653,194	13,344,456	12,972,529	12,867,638	14,815,460	14,410,638	14,439,154
Due to 3rd Party Payors	-	-	-	-	-	-	-
Due to Specific Purpose Funds	(25,098)	(25,098)	(25,098)	(25,098)	(25,098)	(25,098)	(25,098)
Other Deferred Credits - Pension	2,124,655	2,124,655	2,124,655	2,124,655	2,124,655	2,124,655	2,124,655
Total Current Liabilities	38,290,575	39,351,496	28,673,149	29,601,595	33,532,270	31,601,920	30,996,860
Long Term Liabilities							
Long Term Debt	35,607,947	35,607,947	35,257,947	35,257,947	35,257,947	47,102,947	47,102,947
Bond Premium	375,441	371,314	367,186	363,059	358,931	354,804	350,677
Accreted Interest	16,282,647	16,352,123	16,421,599	15,772,325	15,806,051	15,806,051	15,987,335
Other Non-Current Liability - Pension	45,570,613	45,570,613	45,570,613	45,570,613	45,570,613	45,570,613	45,570,613
Total Long Term Liabilities	97,836,648	97,901,997	97,617,346	96,963,944	96,993,542	108,834,415	109,011,572
Suspense Liabilities	(70,699)	(70,699)	(70,699)	(70,699)	(70,699)	(70,699)	(70,699)
Uncategorized Liabilities	629,381	656,981	656,756	705,749	733,749	712,992	703,159
Total Liabilities	136,685,905	137,839,774	126,876,552	127,200,589	131,188,862	141,078,627	140,640,892
Fund Balance							
Fund Balance	44,833,874	44,833,874	44,833,874	44,833,874	44,833,874	44,833,874	44,833,874
Temporarily Restricted	2,499,156	2,499,156	2,499,156	2,499,156	2,499,156	2,499,156	2,499,156
Net Income	687,526	269,764	9,167,384	8,216,374	7,252,784	7,654,663	5,977,309
Total Fund Balance	48,020,556	47,602,794	56,500,414	55,549,404	54,585,814	54,987,693	53,310,339
Liabilities + Fund Balance	184,706,460	185,442,568	183,376,965	182,749,993	185,774,676	196,066,320	193,951,231



NORTHERN INYO HEALTHCARE DISTRICT NON-CLINICAL POLICY AND PROCEDURE

Title: Patient Visitation Rights		
Owner: Compliance Officer	Department: Compliance	
Scope: District Wide		
Date Last Modified: 02/07/2022	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 02/21/2018	

PURPOSE:

To provide guidelines for patient visitation across the Northern Inyo Healthcare District (NIHD), including inpatient and outpatient service areas, in order to provide support systems to the patients and maintain safety for all. The visitation rights at NIHD align with our non-discrimination policy.

NIHD promotes and supports a patient and family centered approach to care. We recognize the importance of allowing family members and other individuals to be present with a patient for emotional support during the course of their stay.

DEFINITIONS:

Significant Other/Support Person: This person is generally identified by the patient as their main support person or caretaker. This individual is not considered a visitor and may remain with the patient to provide support under most circumstances.

Perinatal Child Sibling: A child under the age of 14 years who is related to the newborn patient as a sister/brother, half-sister/half-brother or step-sister/step-brother.

Children: A person who is under the age of 14 years.

POLICY:

NIHD has flexible visiting hours based on patients' needs in all clinical areas of the District. Children are welcome, but must have adult supervision at all times. Alteration in visitation may be necessary for certain patients. Visitors are encouraged to check with NIHD workforce members when those situations occur.

1. Each patient or family/caregiver (designated by the patient) will be informed of their visitation rights, including any clinical restrictions or limitation at the time of admission (when possible) or when new conditions that affect visitation arise.
2. Each patient or family/caregiver has the right to receive the visitor whom they designate without discrimination from the staff. The patient also has the right to exclude any visitor they choose. The patient may withdraw or deny such consent at any time for specific visitors.

3. A refusal to allow the patient's choice of family/caregiver or support person with respect to visitation rights must be documented in the patient's medical record and include specific basis for the refusal.
4. When a patient is incapacitated or unable to communicate their wishes and an advanced directive has not been executed, any individual who asserts that they are the support person shall be accepted. NIHD will not require proof of the relationship that makes the support person validate their role. In the case where two individuals are in conflict over the support role, NIHD will ask for documentation relative to the claim to be the patient's support person.
5. NIHD is a non-smoking campus. Visitors are prohibited from smoking in any location within the district.

PROCEDURE:

1. All visitors will be encouraged to complete hand hygiene upon entering and exiting patient visits. Proper hand hygiene is the best way to reduce the spread of infection.
2. Visitors who have a cough will be encouraged to follow cough etiquette. Masks will be provided at critical entrances within the district.
3. During Influenza season, November 1st to March 31st, Visitors who have not received a "flu shot" will be encouraged to mask.
4. During times of pandemic or increased risk, screening may be required at entrance to District and masking will be mandated. Persons with fever greater than 100.0 degrees Fahrenheit and/or other symptoms of illness will not be allowed to visit. Exceptions may be made for end-of-life or perinatal support persons.
5. Patient Visitation Rights education of staff in admission services and all clinical areas shall be completed upon hire or updating of this policy.
6. Visitor Restrictions:
 - a. Nursing staff will consult privately with the patient to determine if she/he wishes to have visitors restricted. If the patient desires visitor restriction, a notice will be placed on the door of the patient's room.
 - b. If the nurse and patient determine that visitors would be counter-therapeutic to the patient, the nurse will ask the visitors to return at another time. The nurse will place a sign on the patient's door requesting visitors to inquire at the nurses' station before visiting. The nurse will communicate the reasons for restrictions to the visitors.
 - c. Family members or significant others will be enlisted to assist with communicating the restrictions to other family members and friends.
 - d. Postpartum/newborn patient visitation is restricted during the hours of 2pm to 5pm; this allows for maternal bonding and establishment of breastfeeding. This is referred to as "Mommy- Baby nap time."
 - e. Visitors who are ill are restricted from handling newborns and are encouraged to avoid visitation until they are healthy. This restriction is in place to protect the newborn from infection because of their impaired host defense mechanisms and their limited amounts of protective systems at the time of birth.
 - f. Only children who are siblings of the newborn may visit in the Perinatal Department. (see e. for justification.)
 - g. Visitors are encouraged to stay away if they have any symptoms of illness, including a fever over 100 degrees, cough, sore throat, runny nose, rash or diarrhea, or if they have recently been exposed to someone with symptoms.

- i. If they must come as a support person with any of these symptoms, they will be encouraged to wear a mask and perform frequent hand hygiene in order to reduce the risk of transmission of the infection to patients who are in compromised health during hospitalization.
 - ii. Visitors with signs or symptoms of illness will not be allowed to visit in the Perinatal Department. This is to avoid exposure of newborns that have a susceptible immune system.
 - h. Operating Room visitation will be limited to patients needing support during induction of general anesthesia or when the patient is awake with spinal anesthesia. These cases will be at the discretion of surgeon and anesthesia provider. These support persons will be provided with appropriate surgical attire and staff will provide direction. Regulations require OR to be a controlled traffic area. This is important to infection control practices.
 - i. Unruly behaviors by any visitor/support person/caretaker will lead to loss of visitation rights. This is in place to protect the staff, patients and other visitors at NIHD.
7. Number of Visitors: The number of visitors may be limited based on the needs of the patient and/or other patients.
 8. Visitors and Patient Care: The patient will determine if she/he will allow the family to assist with her/his care or be present during her/his care.
 9. Overnight Visitors:
 - a. Family member, Significant Other or Caretaker may stay overnight with a patient. Children may not stay overnight unless an adult who is not the patient is available to provide supervision. Exception may be made for infants requiring breastfeeding from mother's admitted to the hospital.
 - b. Overnight visitors are not provided with shower/hygiene facilities at the hospital. They are expected to utilize public restroom facilities outside of the patient room.
 10. Visitors may purchase food at the hospital cafeteria or via vending machines.
 11. Isolation: Visitors must follow the isolation instructions as posted and are encouraged to ask for assistance when questions or concerns arise. The Infection Preventionist or her designee may provide education on isolation procedures to the visitors.
 12. Children: Child visitation is allowed according to individual patient and hospital needs. Children may disturb other patients, so they will be required to stay in the patient's room and limit the visit to a short period of time. They must be directly supervised by a parent/adult at all times. If children are noisy and/or disruptive, the parents may be asked to take their children out of the unit. Children may not be left in the care of a patient.

REFERENCES:

1. Up to Date: Infection control measures for prevent seasonal influenza, Tara N. Palmore, MD. Jan 21, 2022.
2. CAH State Operations Manual 12/2016, 485.635(f) Patient Visitation Rights (2/21/2020).
3. COVID-19: Intrapartum and postpartum issues, V. Berghella, MD B.L. Hughes, MD, MSc. Feb 4, 2022.
4. The Joint Commission CAMCAH Manual Jan 2022 Standard RI.01.01.01-EP 1, 2, 28 and 29.
5. Initiation of breastfeeding, A. Kellams, MD, IBCLC, FAAP, FABM. Apr. 27, 2021.
6. Nosocomial viral infections in the neonatal intensive care unit, L.E. Weisman, MD. Mar 10, 2021.

RECORD RETENTION AND DESTRUCTION: N/A

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Aerosolized Transmissible Disease Exposure Plan Respiratory Protection Program
2. Childbirth Photography/Videotaping

3. COVID-19 Prevention Program (CPP)
4. Evacuation
5. Infection Control in OR/PACU Environment
6. Infection Control Policy Perinatal
7. Injury to patients and visitors
8. Lockdown
9. Newborn & Pediatric Abduction Prevention Safety and Security
10. Nondiscrimination Policy
11. Observation in the Operating Room
12. Principles of Asepsis in the Operating Room
13. Safety Management Plan
14. Severe Acute Respiratory Syndrome (SARS) Infection Control Recommendations Hospitalized Patients
15. Smoking Policy
16. Standards of conduct
17. Support Person for the Obstetrical Patient in the Birthing and Operating Rooms
18. Therapy Animals and Pets
19. Unauthorized hospital visitors

Supersedes: v.1 Patient Visitation Rights



NORTHERN INYO HEALTHCARE DISTRICT NON-CLINICAL POLICY

Title: District Issued Cell Phone/Electronic Communication Device Use By Employees		
Owner: Compliance Officer	Department: Compliance	
Scope: District Wide		
Date Last Modified: 02/17/2022	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors		Original Approval Date: 04/20/2016

PURPOSE:

To provide guidelines for appropriate use of District owned cell phones/electronic communication devices by designated employees for District related business. To ensure the safety and security of the health care environment and to ensure patient and employee privacy and confidentiality. To provide a communication system that minimizes overhead pages and enhances communication with critical job titles for the benefit of patient care.

POLICY:

District issued mobile devices may be used during working hours for “District related business” as defined in this policy.

DEFINITIONS:

“District Related Business”: to mean the pursuit of an employee’s normal duties or duties as specifically directed by management.

District Issued Cell Phone Use

1. District cell phones may be assigned to employees by Management provided at least one of the following two criteria are met:
 - a. The job function of the employee requires considerable time outside of their assigned office or work area and it is important to the District that they are accessible during those times.
 - b. The job function of the employee requires them to be accessible to email and text as well as calls outside of scheduled or normal working hours.
2. District cell phones are to be used for “District related business”.
3. District cell phones may also be assigned to specific jobs. Such cell phones will remain in the department for transfer to personnel performing the specific job to which the cell phone is assigned.
4. Managers will determine staff needs for District cell phones.
5. Managers will be responsible for:
 - a. Notifying NIHD Information Technology (IT) when an employee/department needs a District cell phone.
 - b. Notifying Onboarding Specialist in Human Resources of any changes affecting assignment of a district cell phone.

- c. Notifying the Onboarding Specialist in Human Resources, who maintains a call list of the district cell phone numbers, with any updates/changes as appropriate.
 - d. Budgeting for phone costs, including replacement. Manager approval is required to replace district cell phone and phone accessories.
6. NIHD IT department will be responsible for retrieving the active log of District issued cell phones for auditing and tracking purposes from the wireless provider when needed.
 7. Use of District cell phones or cameras to record or take still (photo, photography) or video pictures of the facility, employees, patients, or property is strictly prohibited without prior authorization from Management. Management must submit a written request that clearly details their department/staff need for recording or taking still or video pictures of the facility, employees, patients, or property to the Compliance Officer for approval.
 8. Damaged, lost or non-functioning District cell phone:
 - a. Lost District cell phone must be reported to NIHD IT Service Desk immediately upon discovery.
 - b. Assistance with damaged or non-functioning District cell phones is provided via the NIHD IT Service Desk. Use of the electronic request (email) for help is preferred.
 9. District cell phones are District property:
 - a. Cell phones are subject to recall by the District at any time without notice and for any reason.
 - b. The use of the cell phone may be revoked at any time without notice and for any reason.
 - c. Upon separation of employment, District cell phones must be returned unlocked (no pin) immediately upon request.
 - d. The District will retain control of all data stored on the cell phone.
 - e. The District will retain control of the District assigned cell phone number.
 10. District issued cell phones may not be used while driving.

RESPONSIBILITIES:

- All employees are required to follow this policy.
- Use of cell phones in violation of this policy may result in disciplinary action as per District policy.

REFERENCES:

1. Health Insurance Portability and Accountability Act of 1996
2. 45 C.F.R. Parts 160 and 164 Health Insurance Reform: Security Standards; Final Rule
3. The Joint Commission Information Management, Privacy and Security Standards IM.02.01.01 EP1-5, IM.02.01.03

RECORD RETENTION AND DESTRUCTION:

Tracking logs tie to department budgets and cost reports, therefore will be maintained for 15 years.

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Personal Cell Phone/Electronic Communication Device Use by Workforce
District Issued Cell Phone/Electronic Communication Device Use By Employees

Supersedes: v.1 Hospital Issued Cell Phone/Electronic Communication Device Use By Employees*



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

Title: Consent for Medical Treatment		
Owner: Compliance Officer		Department: Compliance
Scope: District Wide		
Date Last Modified: 02/04/2022	Last Review Date: No Review Date	Version: 3
Final Approval by: NIHD Board of Directors		Original Approval Date: 03/1995

PURPOSE:

Consent is regulated by complex laws that apply to routine and unusual instances. This document provides support to Northern Inyo Healthcare District (NIHD) workforce for better understanding of consent requirements. This does not cover all situations and the California Hospital Association Consent Manual should be utilized for complex situations that are not covered within this document.

POLICY:

The hospital may not permit any treatment, without the risk of liability, unless the patient, or a person legally authorized to act on the patient’s behalf, has consented to the treatment. Every competent adult has the fundamental right of self-determination over his or her body and property.

Patients have the right to:

1. Make care decisions
2. Receive adequate disclosure
3. Choose treatment options
4. Refuse medical intervention
5. Withdraw consent
6. Receive answers to all questions

After assuring the signer understands, every effort must be made to obtain written consent from the legally responsible party. If unable to obtain consent, failed efforts shall be fully documented in the medical record. Service should never be refused for patients presenting to the Emergency or Perinatal Departments. (see EMTALA Policy.) In general, it is better to err on the side of treatment than non-treatment.

DEFINITIONS:

Adequate Disclosure: The medical provider responsible for the treatment may not delegate this duty. Adequate Disclosure must include explaining: what is involved with the treatment, anticipated results, benefits, and harms of the treatment, possible complications and foreseeable risks, and whether the procedure is experimental.

Emancipated Minor: A minor 14 years or older may petition the court for emancipation. If approved, DMV provides the Emancipated Minor with an identification card that states the minor is emancipated. This is used as evidence of the court’s decisions and should be copied and placed into the patient’s medical record.

Emergency Treatment: Treatment of a medical emergency may be provided without consent where the provider reasonably believes that a medical procedure should be undertaken immediately, and that there is insufficient time to obtain the consent of the patient or of a person authorized to consent for the patient. A medical emergency exists when: Immediate services are required for the alleviation of severe pain; or immediate diagnosis and treatment of unforeseeable medical conditions are required, if such conditions would lead to serious disability or death if not immediately diagnosed and treated.

Expressed Consent: The patient verbally expresses to the practitioner that he/she consents to treatment.

Implied Consent: There are no words of consent but the actions of the patient are sufficient to imply to any reasonable person that the patient has consented to treatment or would consent if he/she were able. (Example – unconscious patient whose presence in the emergency department implies consent.) This cannot include treatment that has previously been validly refused.

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

Minors: are all persons under 18 years of age (per family law Code Section 6500).

PROCEDURE:

- I. General consent for treatment or admission.
 - A. This includes *condition of admission* form(s).
 - i. Gives consent for routine nursing care, blood tests, non-invasive diagnostic imaging, etc.
 - ii. Does not require formal informed consent by a medical provider.
 - iii. Competent adult patients have the right to refuse any service and should be notified and included in their plan of care decisions.
 - B. Information is provided to the patient or their legally authorized representative and questions answered prior to obtaining signature.
 - C. Admission services personnel commonly perform this function at NIHD.
- II. Accommodating patients’ communication needs for consents.
 - A. Utilize interpreter services for Limited English Proficiency (LEP) patient communication.
 - B. NIHD utilizes documents translated into Spanish per Language Access Services Policy. These are utilized for primary Spanish speakers due to LEP or preference.
 - C. Visual aids may be utilized for better understanding.
 - D. Reading assistance may be provided when reading level of patient or authorized signer is low.
- III. Representatives authorized to make decisions on behalf of adult (age 18 years or greater) patients.
 - A. Agent appointed by the patient.
 - i. Named in an Advanced Directive or similar document.
 - ii. May be named verbally.
 - B. Conservator appointed by a court.
 - C. Court appointed surrogate decision maker.
 - D. Closest available relative.
 - i. Closest available relative does not include a specific order by case law.
 - ii. The person who seems most familiar with the patient’s values, demonstrates concern for the patient, has had recent contact prior to the illness, and is able to understand the information should be chosen.
- IV. Minors
 - A. Consent for minors – special circumstances.

- i. The person able to consent for a minor patient, is also able to refuse care on behalf of the minor.
 - ii. Minors on active duty in the armed services have authority to consent to medical care.
 - iii. Minors who are married, divorced or widowed have the authority to consent to medical care.
 - iv. Minors 15 years of age or over, living away from home and managing his/her own finances have the authority to consent to medical care.
 - v. Emancipated minors have the ability to consent to medical care.
- B. Financial responsibility for minor's care.
- i. The person(s) responsible for the minor is generally responsible for the financial obligation related to medical care. (parent/guardian)
 - ii. Parent/guardian are not financially responsible for health care services to which the minor may legally consent. (Exception for Emancipated minors living at home.)
- C. Parental Consent for Treatment of Minors.
- i. Minors with married parents in agreement either are able to consent for medical treatment.
 - ii. Minors with divorced parents.
 - a. If in agreement, both parents should sign the consent.
 - b. If in disagreement, custody order should be obtained to determine which parent has the authority to make health care decisions for the minor. Place a copy of court orders into the minor's medical record.
 - c. If the parents have joint legal custody and disagree regarding treatment of the minor, they will be required to obtain a court order to resolve the dispute. If delay in care might harm the minor, the physician and NIHD may decide that treatment should be provided, notwithstanding one parent's objection.
 - i. Minors with Stepparents- Unless legally adopted by the stepparent, the consent may not be provided by a stepparent, except with written authorization from the parent with legal rights to consent.
- D. Adopted Minors-When the minor has been legally adopted, the adoptive parents assume all rights to consent for medical treatment. The birth parents then lose their parental rights post adoption.
- E. Minors Born Out of Wedlock
- i. Mother has full rights to consent for treatment of the minor child.
 - ii. Father has full rights unless there is doubt to the status of someone claiming to be a child's father; in which case the birth certificate or court judgement document should be requested to determine legal rights to consent.
- F. Minors with a Registered Domestic Partner Parent-These parents have the same rights as married persons and can consent for treatment of the minor child.
- G. Guardian Consent for Treatment of Minor – Obtain a copy of the official certified letters of guardianship to determine legal authority to consent for the minor.
- H. Third-Party Consent for Treatment – This includes consent being given by the parent or guardian to a third party in their absence. There are specific requirements for a variety of different issues that fall under this category. Refer to the CHA Consent Manual.
- I. Minors who are parents while living at home-are not allowed to give consent for their own medical treatment; while being able to consent for their own child.

- J. Minors who are suspected victims of child abuse – Physician may order x-rays without consent of the parent under this circumstance. If further treatment is required and the parents object, a court order is required.
- V. Telephone Consent – NIHD has ability to record a verbal consent for treatment. The recording equipment is maintained in the Emergency Department Admission area. Admission staff members are trained on this process. A telephone consent takes the place of a written consent. Staff document in the patient record the information related to the consent.
- VI. California Hospital Association Consent Manual should be utilized for complex situations that are not covered within this document.
 - A. This manual is located on the NIHD intranet>Resources (top of page)>Information>Compliance>CHA Manuals>CHA Consent Manual.
 - B. Workforce should be empowered to utilize the Compliance Manual when they have questions on consent.
 - C. Unusual situations related to consents must be discussed with NIHD Leadership via the chain of command.

REFERENCES:

- 1. California Hospital Association Consent Manual (2021).

RECORD RETENTION AND DESTRUCTION:

Consents are maintained within the patient’s medical record and are retained for a minimum of 15 years for adults and 25 years for minors.

CROSS REFERENCED POLICIES AND PROCEDURES:

- 1. Informed Consent Policy – Practitioner’s Responsibility
- 2. Minors with Legal Authority to Consent
- 3. Surgical Procedures that Require Special Consents
- 4. Consent for Medical Treatment

Supersedes: v.2 Consent for Medical Treatment



NORTHERN INYO HEALTHCARE DISTRICT NON-CLINICAL POLICY AND PROCEDURE

Title: Complaint or Grievance Process for Reporting, Tracking, Investigating and Resolution		
Owner: Compliance Officer		Department: Compliance
Scope: District Wide		
Date Last Modified: 02/08/2022	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors		Original Approval Date: 10/2003

PURPOSE:

To establish a uniform method of responding to complaints submitted to Northern Inyo Healthcare District (NIHD) related to patient care or service.

DEFINITIONS:

Complaint: as defined by CMS, are patient issues that can be resolved promptly or within 24 hours and involve staff who are present (e.g., nursing, administration, patient advocates) at the time of the complaint. Complaints typically involve minor issues, such as noise level or food preferences.

Grievance: A formal or informal written or verbal complaint that is made to the District by a patient, or the patient’s representative, regarding the patient's care (when the complaint is not resolved at the time of the complaint by staff present), abuse or neglect, issues related to the hospital's compliance with the CMS Hospital Conditions of Participation (CoPs), or a Medicare beneficiary billing complaint related to rights and limitations provided by 42 CFR 489. Grievances are more serious and generally require investigation into allegations regarding the quality of patient care. All written complaints fall under the category of grievance per CMS.

Protected Health Information (PHI): individually identifiable health information that is transmitted or maintained in any form or medium, including electronic PHI.

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.

POLICY:

NIHD will take all complaints or grievances seriously; will completed an Unusual Occurrence Report (UOR) to allow for prompt reporting, tracking, notification of key leaders and investigations when necessary. Frontline workforce is empowered to act as the first line of defense to prevent dissatisfaction in our patients and customers by resolving concerns when possible and providing excellence in customer service. Complaints should be resolved within 24 business hours of the receipt of the concern. Grievances, may require an extensive investigation, which can affect the timeframes for the resolution of a grievance. All grievances

require a written response from NIHD. On average, a time frame of seven (7) business days for the provision of the response is the NIHD standard. If the grievance will not be resolved timely, or if the investigation is not or will not be completed within seven (7) business days, the District will inform the patient, or the patient's representative, that the District investigation is ongoing and that she/he will receive follow-up response within 10 business days. The District will attempt to resolve all grievances as soon as possible.

PROCEDURE:

- I. Workforce member received complaint or grievance from patient, or their representative.
 - A. Workforce member should attempt to resolve complaints if possible.
 1. Safety concerns (while patient is present) should be promptly addressed.
 2. When complaint or grievance is received when the patient is no longer on campus, inform the patient that their concern is being taken seriously and they will receive communication within seven (7) business days from NIHD.
 3. Offer to provide information to the patient on additional options for reporting to the California Department of Public Health (CDPH) Licensing and Certification –
San Bernardino District Office
464 W. Fourth Street, Suite 529
San Bernardino, CA 92401
Phone Number: (909) 383-4777
 4. Process for Resolution of Patient Grievances or Complaints is posted in District lobbies; includes steps to take and phone numbers to contact CDPH. (see attachments)
 - B. UOR is completed by workforce member with specific knowledge of the complaint.
 1. House Supervisor or department leadership may be called to support patient needs and to complete of UOR documentation.
 2. Complaints of a simple/solvable nature require UOR completion for tracking and trending purposes. They generally do not require investigations.
 3. UOR system, relative to complaint or grievance of patient related issues, is utilized to capture and address complaints and/or grievances while maintaining confidential information in a compliant system.
- II. Investigation of complaints and/or grievances.
 - A. NIHD Leader of department or unit (or their designee) is responsible for complaint/grievance investigations.
 - B. Initial acknowledgment – notify the patient:
 1. Grievance has been received.
 2. Grievance will be investigated (expect to hear feedback within seven (7) business days).
 3. Patient will receive follow-up once the investigation and plan has been completed.
 - C. Fact gathering when issue was unable to be resolved at initial contact.
 1. Interview is conducted to determine the scope of the problem.
 - i. All parties involved should be interviewed (patient/family/visitors/workforce)
 2. Relevant medical records should be reviewed.
 3. Research applicable laws, regulations, policies and procedures.
 4. Identify measures, including those already taken, to resolve the problem.
 - D. Documentation of investigation findings and resolution.
 1. Grievances concerning situations that may endanger the patient (e.g., neglect, abuse) shall be given highest priority and shall be addressed immediately.
 2. UOR system will be utilized to track time frames for responding to the grievances.

3. When a complaint is received in writing, it moves into the category of grievance. All grievances will have a written reply from NIHD at the completion of the follow-up process that include:
 - i. Description of actions taken to investigate the grievance
 - ii. Results of the actions
 - iii. The date of completion of the grievance process
 - iv. The name of a contact person
 - v. Letter will contain information on specific action being taken to resolve the issue(s).
4. Avoid making promises for other staff members.
5. Letter is required even if NIHD has met with the patient or their representative in person to discuss the issue(s).
6. Confidentiality may preclude providing specifics, in which case the response should read “appropriate action has been taken.”
7. If the grievance is received via email, the response letter may be sent from NIHD via email to the patient or patient’s representative.

III. Resolution of issue.

- A. Should occur as described in the policy statement; on average resolution should be completed within a seven (7) business day timeline.
- B. A grievance is considered resolved when the party who filed the grievance is satisfied with the response, or when the District has taken appropriate and reasonable actions to resolve the grievance even if the patient or their representative is unsatisfied with the response.

IV. NIHD Leadership Notification.

- A. Via the NIHD UOR electronic system, the complaint/grievance is routed to leaders within the chain of command.
- B. Complaints are routed to the executive, or their designee, within the chain of command for final response.

REFERENCES:

1. Title 22, California Code of Regulations, Section 70707 (c).
2. CMS Conditions of Participation for Hospitals 42 CFR § 482.13.
3. The Joint Commission-CAMCAH Manual (Jan 1, 2022) Standards-RI.01.07.01, LD.03.02.01, MS.09.01.01
4. Health System Risk Management – Guidance: Managing Patient Complaints and Grievances (Published 8/17/2016).

RECORD RETENTION AND DESTRUCTION:

All unusual occurrence reports (UOR) are maintained by NIHD for 10 years.

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Complaint or Grievance Process for Reporting, Tracking, Investigating and Resolution
2. Complaint or Grievance Process for Reporting, Tracking, Investigating and Resolution
3. Medial Staff Practitioner Complaint Resolution Process

Approval



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

Title: Regulatory Survey Security		
Owner: Compliance Officer		Department: Compliance
Scope: District Wide		
Date Last Modified: 02/04/2022	Last Review Date: No Review Date	Version: 4
Final Approval by: NIHD Board of Directors		Original Approval Date: 08/17/2005

PURPOSE: To provide a procedure for positively identifying regulatory agency personnel and guarding against imposters posing as such.

POLICY: NIHD will verify all surveyors or inspectors prior to providing them access to District facilities and restricted areas.

PROCEDURE: If any person or persons identifying themselves as regulatory surveyors [e.g. from The Joint Commission (TJC) or California Department of Public Health (CDPH)], or a federal inspector] is encountered, immediately escort the person(s) to one of the following (in order of preference):

1. Chief Executive Officer
2. Administrator-on-call
3. Chief Nursing Officer
4. Chief Medical Officer
5. Compliance Officer
6. House Supervisor

Administrative personnel will:

1. Collect business card or gather identification of the surveyor/inspector.
2. Call the agency from which the surveyor(s) claims to have been sent to verify their legitimacy
 - a. **TJC – 630-792-5757**
 - b. **CDPH – 909-383-4777**
3. Assign a hospital employee to accompany the surveyor(s) during their survey

In the event that the surveyor(s) refuse to allow verification of their identification or if the administration suspects that the surveyor is an imposter:

1. Call the local **Police – 873-5866**
2. Go to the TJC website and fill out the Homeland Security Incident Report (even if the imposters claim to be from another agency)

REFERENCES:

1. The Joint Commission (CAMCAH Manual) – The Accreditation Process (ACC); Surveyor Arrival and Preliminary Planning Session (Jan 1, 2022).
2. California Hospital Association - California Hospital Survey Manual (2021).
3. California Hospital Association – Record and Data Retention Schedule (2018).

RECORD RETENTION AND DESTRUCTION:

Records related to Accreditation/Licensing surveys and plans of correction will be maintained by NIHD for 15 years.

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Security Management Plan
2. Governmental Agent Services

Supersedes: v.3 Regulatory Survey Security Policy and Procedure*

approval



**NORTHERN INYO HEALTHCARE DISTRICT
NON-CLINICAL POLICY**

Title: District Furnished Uniforms		
Owner: CEO	Department: Administration	
Scope: District Wide		
Date Last Modified: 02/02/2022	Last Review Date: No Review Date	Version: 3
Final Approval by: NIHD Board of Directors		Original Approval Date: 07/18/2014

PURPOSE:

To define the policy for District furnished uniforms.

POLICY:

It is the policy of Northern Inyo Healthcare District (NIHD) to provide certain employees with various forms of attire to assist both the employees and the hospital in meeting standards of cleanliness and neatness.

Peri-Operative, Pharmacy, and Peri-Natal Nursing Units wear District provided and laundered scrubs as required to meet appropriate guidelines and regulations.

Upon hire the following areas receive two sets of Department required attire and may replace worn items up to two annually as determined appropriate for the area:

Admission Services – All staff are given a jacket or a vest. ED Admission Services staff are allowed to wear scrubs (dark blue, navy or grey).

Environmental Services – Scrub shirts (replaced as needed), black pants of their own. One embroidered jacket replaced upon damage.

Laundry – Fulltime employees receive 5 shirts upon hire (replaced as needed upon damage). Talent Pool and Per Diem workforce receives 3 shirts upon hire (replaced as needed upon damage). All Laundry staff receive a jacket which is replaced as needed upon damage.

Dietary – Tops and aprons

Lab – Two coats for new hires. Ancillary Specialists are provided with a jacket and boots for working outside.

Security – Blue shirt and jacket are provided upon hire.

All other areas will follow the District and/or Department dress code and requirements at their own cost.

Only Department Directors and Managers are authorized to order the attire outlined in this policy. The hospital will order only those items listed above in approved quantities. The Hospital has a list of approved vendors that it orders from. Any additional items or quantities that an employee wants to order must be ordered and paid for directly by the employee.

Northern Inyo Healthcare District does not pay a uniform allowance in lieu of hospital-furnished attire.

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Operating Room Attire
2. Fiscal Service Department Dress Code
3. District Furnished Uniforms

REFERENCES:

1. Guideline for surgical attire (2019). In R. Conner (Ed.), *Guidelines for perioperative practice, 2019 edition*. Denver, CO: AORN, Inc. (Level VII)
2. The Joint Commission. (2019). Medication Compounding Certification (MDC) – FAQ. Retrieved from <https://www.jointcommission.org/en/accreditation-and-certification/certification/certifications-by-setting/hospital-certifications/medication-compounding-certification/>

RECORD RETENTION AND DESTRUCTION: N/A

Supersedes: v.2 Hospital Furnished Uniforms

Approve Vaid



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

Title: Disclosures of Protected Health Information Over The Telephone		
Owner: Compliance Officer		Department: Compliance
Scope: District Wide		
Date Last Modified: 02/08/2022	Last Review Date: No Review Date	Version: 3
Final Approval by: NIHD Board of Directors		Original Approval Date: 07/17/2013

PURPOSE: In certain instances, using the telephone to communicate with a patient or to respond to requests for a patient’s protected health information (PHI) is necessary or more convenient for the patient than communicating via mail or e-mail, or having to come to Northern Inyo Healthcare District (NIHD) in person. In order to do so while maintaining patient privacy and minimizing workforce disclosures to incorrect parties, NIHD has certain rules in place which must be followed.

POLICY: Workforce members should attempt to limit, to the extent practical, PHI communicated over the phone. When necessary to disclose PHI over the telephone, NIHD has procedures that must be followed.

PROCEDURES:

1. Requests from or disclosures to a caller stating he/she is a patient

If a caller states he/she is a patient and he/she is requesting PHI about himself/herself, the workforce member will provide the PHI when they have confirmed the caller is the patient, using two patient identifiers.

- a. The workforce member will, prior to disclosing PHI, ask specific questions that could only be answered by the patient. For example, the patient’s date of birth, address, father’s name, or mother’s name.
- b. If the workforce member knows the patient and the patient’s voice, and recognizes the voice on the telephone as being that of the patient, verification with two identifiers shall be used to ensure the workforce member is in the correct record.
- c. The workforce member may elect to place a return call to the patient using the telephone number documented in the patient’s record rather than immediately disclosing the patient’s PHI to a caller initiating the telephone conversation.

2. Requests from or disclosures to a caller who is not the patient

If the caller states he/she is an immediate family member (e.g. father, mother, child, or sibling) of the patient, the workforce member will refer to the patient’s record for documentation (Authorization for Release of Information) to determine what information may be provided to this individual.

- d. If the caller states he/she is a friend, relative, or acquaintance of the patient or if the caller is unrelated to the patient (e.g. the patient’s employer, law enforcement, or a reporter) the workforce member will:
 - i. Not disclose PHI without the patient’s permission; or

- ii. Provide only directory information about the patient. Directory information is defined as:
 1. The patient's name
 2. The patient's location
 3. The patient's condition described in general terms that do not communicate specific PHI about the patient ("good", "stable", "critical", etc.)

3. Calls to a patient's home

Workforce members may not leave messages regarding treatments or diagnostic testing information on a patient's voice mail. Individuals leaving appointment reminders may only provide the name of the provider, the office phone number, the date and time of appointment, and/or the location.

4. Documenting disclosures made over the telephone

If PHI is disclosed to a caller, the workforce member will document the disclosure in the patient's medical record.

Questions

Questions about disclosure of a patient's PHI over the telephone should be directed to the workforce member's supervisor or the HIPAA Privacy Officer.

REFERENCES:

1. The Joint Commission CAMCAH Manual (January 1, 2022) IM.01.01.01 EP 2.
2. The Joint Commission CAMCAH Manual (January 1, 2022) IM.02.01.01 EP 1, 3 & 4.

RECORD RETENTION AND DESTRUCTION:

Records related to PHI disclosure are maintained for a minimum of eight (8) years. Any documentation within the patient's medical record is maintained by the NIHD Medical Records Department.

CROSS REFERENCED POLICIES AND PROCEDURES:

1. Communicating Protected Health Information via Electronic Mail (Email)
2. Investigation and Reporting of Unlawful Access, Use or Disclosure of Protected Health Information
3. Minimum Necessary Access, Use and Disclosure of Protected Health Information
4. Sending Protected Health Information by Fax
5. Using and Disclosing Protected Health Information for Treatment, Payment and Health Care Operations

Supersedes: v.2 Disclosures of Protected Health Information Over The Telephone
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**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Appointments to the NIHD Board of Directors	
Scope: Board of Directors	Manual: BOD Policy Manual - Board of Directors
Source: Board of Directors Administrative Assistant	Effective Date: 05/16/2018

PURPOSE: Procedures to fill a vacancy on the NIHD Board of Directors by appointment.

POLICY: When the Board of Directors (BOD) is notified of a vacancy or upcoming vacancy the BOD shall determine at a regular or special meeting whether to fill a vacancy by election or appointment. The following procedures shall apply if the BOD decides to fill the vacancy by appointment. Gov. Code 1780(a)

PROCEDURE:

1. The district shall notify the county elections official of the vacancy no later than 15 days following either the date on which the BOD is notified of the vacancy or the effective date of the vacancy, whichever is later.
2. The BOD must first post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the appointment is made.
3. Persons interested in the position shall submit an “Application for Appointment to a Special District Vacancy” and will be required to complete Form 700, “Statement of Economic Interests” form. Applications shall be available at the District Administration Office.
4. Interested persons shall acknowledge they will be subject to the District’s Conflict of Interest Policy.
5. The BOD shall appoint an Ad Hoc committee of two board members to interview all applicants and bring a recommendation to the full BOD for consideration.
6. The district has 60 days from the date the BOD is notified of the vacancy or the effective date of the vacancy, whichever is later to fill the vacancy by appointment or call a special election. Gov. Code 1780. If necessary, the BOD shall call a special meeting to make the appointment within the 60-day deadline.
7. The BOD must notify the county elections official of the appointment no later than 15 days after the appointment is made.
8. The appointed person shall hold office until the next November general election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall fill the balance of the unexpired term. Gov. Code 1780(a)
9. If the term of office left vacant is due to expire following the next November general election and that election is scheduled 130 or more days after the date the county election official is notified of the vacancy, the person appointed to the vacancy shall fill the balance of the unexpired term of their predecessor.

REFERENCES:

1. Government Code 1780
2. County of Inyo Clerk/Recorder Office

CROSS REFERENCE P&P:

- 1.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Appointments to the NIHD Board of Directors	
Scope: Board of Directors	Manual: BOD Policy Manual - Board of Directors
Source: Board of Directors Administrative Assistant	Effective Date: 05/16/2018

Approval	Date
Legal Counsel	
Board of Directors	5/16/18
Last Board of Directors Review	8/19/20

Developed: March 21, 2018

Reviewed:

Revised:

Supersedes:

Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Election Procedures and Related Conduct	
Scope: Board of Directors	Manual: BOD Policy - Administration
Source: Board of Directors	Effective Date: 04/18/2018

PURPOSE: Establish procedures for adherence to election process and conduct relating to elections as defined by state and county law for the five elected members of the Board of Directors.

POLICY:

1. Northern Inyo Healthcare District (NIHD) Board of Directors (BOD) shall consist of five elected members.
2. The District is divided into five (5) separate zones with each member living in and representing one of the zones.
3. An elected term shall be of four years duration.
4. There is no limit to the number of terms a member may serve.

PROCEDURE:

1. The District shall hold its general election consolidated with the statewide general election held on the first Tuesday after the first Monday in November in even numbered years.
2. The candidate receiving the most votes in each zone, even if not a majority shall be elected.
3. Unless as a result of a vacancy, all BOD terms shall be four (4) years.
4. Those Board members whose term in office has concluded shall continue on the board until the successor has qualified or the first Thursday in December following the election which ever is later.
5. All registered voters within each zone are qualified to run for office in their zone of residence.
6. Prospective Board members must be at least eighteen (18) years of age and District residents.
7. Interested candidates for the BOD are directed to the Inyo County Clerk/Recorder's office for information regarding the rules and regulations related to candidacy for a Board seat.
8. Law sets the candidate filing period for Statewide General Elections.
9. All candidates must file a Form 700 Statement of Economic Interest.
10. The candidate pays for the cost of the candidate's policy statement.
11. Directors shall not use any District resources, for example, photocopiers or paper supplies, or make requests of staff to produce or disseminate any partisan campaign material to be used in support of or in opposition to any candidate for public office or any ballot measure.
12. By law, NIHD may not use public funds or resources to advocate for or against any ballot measure or candidate.
13. It is permissible to use public funds for the dissemination of impartial educational information, to make a fair presentation of the facts to aid voters in making an informed decision.
14. It is permissible for the BOD to go on record at a public meeting in favor of or opposed to a particular ballot measure.
15. Directors shall not hand out any partisan campaign material supporting or opposing any candidate for public office or any ballot measure while the public Board meeting is in progress.

REFERENCES:

1. Inyo County Clerk/Recorder

CROSS REFERENCE P&P:

- 1.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Election Procedures and Related Conduct	
Scope: Board of Directors	Manual: BOD Policy - Administration
Source: Board of Directors	Effective Date: 04/18/2018

Approval	Date
Board of Directors	4/18/18
Last Board of Directors Review	8/19/20

Developed: March 31, 2018

Reviewed:

Revised:

Supersedes:

Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Northern Inyo Healthcare District Board of Directors Conflicts of Interest	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors Administrative Assistant	Effective Date: 05/16/2018

PURPOSE: Establish ethical standards for governing conflicts of interest for Northern Inyo Healthcare District (NIHD) Board of Directors (BOD). This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to this organization.

POLICY:

1. All Directors shall be held to the highest ethical standard and shall not have conflicts of interest when making decisions, except when permitted by law.
2. Sources of rule that address financial conflicts of interest are The Political Reform Act (CA Government Code Section 87110 et seq.), CA Government Code Section 1090 and the common law prohibition against conflicts of interest.
3. A Director is bound to exercise the powers conferred on them with disinterest and diligence and primarily for the benefit of the public.

PROCEDURE:

1. The Political Reform Act requires each Director to file a Form 700 Statement of Economic Interests upon assuming office, annually while in office, and upon leaving office.
2. The Form 700 shall be completed and filed in compliance with the District Board's Conflict of Interest Policy and applicable state law.
3. In signing the Form 700 a Director is certifying under penalty of perjury the information is true and correct.
4. It is the responsibility of each Director to review each schedule and its instructions carefully and to complete the form accurately and comprehensively.
5. During a meeting, a Director with a conflict (or who think he/she may have a conflict) with a proposed matter on the agenda is required to disclose the conflict or potential conflict.
6. After disclosure of the financial interest and all material facts, and after any discussion with the Director, the Director will leave the meeting while the determination of a conflict of interest is discussed and voted on by the remaining BOD members.
7. If necessary, the President shall appoint a disinterested person or committee to investigate alternatives to the proposed matter.
8. A Director with a conflict is prohibited from making or in any way attempting to use his/her official position to influence a decision in which they know or would have reason to know he/she may have a financial interest.
9. A Director is prohibited from voting on any matter in which there is a conflict of interest.
10. Minutes of board meetings shall reflect when a Director discloses he/she has a conflict of interest and how the conflict was managed. Such as there was a discussion on the matter without the Director present in the room, and a vote was taken and the Director abstained.
11. Each Director is required to annually complete the District's Conflict of Interest Statement as well.
12. Decisions of the BOD shall be consistent with the Mission and Vision Statements and the Strategic Plan adopted by the NIHD BOD.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Northern Inyo Healthcare District Board of Directors Conflicts of Interest	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors Administrative Assistant	Effective Date: 05/16/2018

REFERENCES:

1. CA Government Code Section 87110 et seq
2. CA Government Code Section 1090

CROSS REFERENCE P&P:

1. Northern Inyo Healthcare District's Conflict of Interest Policy

Approval	Date
Board of Directors	05/16/2018
Last Board of Directors Review	08/19/2020

Developed: March 31, 2018

Reviewed:

Revised:

Supersedes:

Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Suggested Guidance to Fill a Board Vacancy by Appointment	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: 08/15/2018

PURPOSE:

1. The purpose of this suggested guidance is to set forth a flexible procedure to fill a vacancy on the Board of Directors by appointment.
2. This suggested guidance does not apply to any Board vacancy that is to be filled by election.

PLAN TO FILL A BOARD VACANCY BY APPOINTMENT

1. On a semi-annual basis, District staff will secure from the County of Inyo/Recorder's Office a list of registered voters in each of the Zones within the jurisdiction of the Northern Inyo Healthcare District.
2. On an ongoing and continuous basis, Board members will encourage interested registered voters to serve the Northern Inyo Healthcare District through service on the Board of Directors.

SUGGESTED GUIDANCE:

1. Upon receipt of a notification of a board vacancy, and after the Board has determined to fill the vacancy by appointment versus by election, the notification will be examined by District staff to determine the date by which the vacancy must be filled.
2. After the Board has appointed an ad hoc committee to fill the vacancy, District staff shall immediately commence to fill the vacancy. District staff will, in collaboration with the ad hoc committee members, establish target dates by which various parts of this process shall be completed so as to afford the ad hoc committee members and any potential applicant the fullest of opportunities to fill the vacant position with a qualified candidate.
3. Upon receipt of a notification of a board vacancy, District staff shall notify the county elections official of the vacancy within the proper time frame as per the Board's policy.
4. After the Board has appointed an ad hoc committee, District staff shall coordinate availability of schedules between all appointed ad hoc committee members so that there is sufficient time to complete the interviews and make a recommendation to the full Board of an appointee to fill the vacancy, all of which must occur within the proper time frame as per the Board's policy.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Suggested Guidance to Fill a Board Vacancy by Appointment	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: 08/15/2018

5. District staff shall post the notice of the Board vacancy in locations and within the time frames per the Board's policy on Appointments to the NIHD Board of Directors.
6. District staff shall receive applications (see attached application form) from each candidate and will immediately review the application for completeness.
7. Upon receipt of a completed application, District staff shall determine if the candidate meets the required qualifications for the Board vacancy, as follows:
 - a. Applicant must be a resident of the Zone of the Healthcare District in which the vacancy occurs;
 - b. Applicant must be a registered voter of the Zone of the Healthcare District in which the vacancy occurs;
 - c. Applicant must acknowledge that applicant will be subject to the Healthcare District's Conflict of Interest policy;
 - d. Applicant must acknowledge that applicant will be required to completed Form 700 "Statement of Economic Interests" form.
8. If the applicant meets the required qualifications for the Board vacancy as set forth above, District staff shall transmit an informational booklet to the applicant and shall transmit the application to each ad hoc committee member for a determination to interview the candidate.
9. Upon receipt of a notification from the ad hoc committee that a candidate is to be scheduled for the interview, District staff shall consult the schedules of the ad hoc committee members and the candidates to set a mutually convenient time for the interview. Notification of the dates set for the interviews shall be transmitted to both the ad hoc committee and the candidate.
10. At the option of the ad hoc committee, the attached guidelines for interviewing candidates and sample interview questions may be used. The ad hoc committee may also opt to set scoring criteria for the interviews.
11. Per the Board policy, the ad hoc committee will bring a recommendation for the appointment to the full Board for consideration.
12. Upon receipt of the Board's decision on the ad hoc committee's recommendation, District staff will be instructed to notify the unsuccessful candidate(s), if any, and the successful candidate of the Board's appointment.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Suggested Guidance to Fill a Board Vacancy by Appointment	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: 08/15/2018

13. At the Board’s direction, District staff shall transmit the Board’s appointment to the county elections official as per the Board’s policy.

REFERENCES:

1. Appointments to the NIHD Board of Directors Policy
2. Gov. Code 1780 (a)
3. County of Inyo/Recorder Office
4. Work Flow for Appointments to Fill Board Vacancy (With Approximate Time Frames)

Approval	Date
Legal Counsel	
Board of Directors	8/15/18
Last Board of Director review	8/19/20

Developed: August, 2018
 Reviewed:
 Revised: 8/19/2020(BOD)
 Supersedes:
 Index Listing:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Suggested Guidance to Fill a Board Vacancy by Appointment	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: 08/15/2018

**APPLICATION FOR APPOINTMENT
TO A SPECIAL DISTRICT VACANCY**

THE NORTHERN INYO HEALTHCARE DISTRICT BOARD OF DIRECTORS

Instructions:

If you are interested in serving on the Board of Directors of the Northern Inyo Healthcare District (District), please complete this application and return it to: Sandy Blumberg, Executive Assistant to the Chief Executive Officer, Northern Inyo Healthcare District, 150 Pioneer Lane, Bishop, CA 93514.

Date Due: _____

You will be advised by the District if your appointment is confirmed. Thank you for your interests.

DISTRICT: NORTHERN INYO HEALTHCARE DISTRICT Date: _____

Name: _____
(Print Name)

Residence Address: _____

Business or Mailing Address (if different from the residence address): _____

Phone (Day time): _____ Phone (Evening): _____

E-Mail address: _____

EDUCATION			
Institution	Major	Degree	Year

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Suggested Guidance to Fill a Board Vacancy by Appointment	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: 08/15/2018

WORK/VOLUNTEER EXPERIENCE			
Organization	City	Position	From/To

_____ I acknowledge that I will be required to complete Form 700, "Statement of Economic Interests".

_____ I acknowledge that I will be required to be subject to the District's Conflict of Interest policy.

GUIDE TO THE INTERVIEWING PROCESS

1. TYPES OF QUESTIONS

Well thought-out key questions can provide the maximum amount of useful information from a brief conversation with the candidate. The purpose of most questions is to open up a topic for conversation or to confirm information.

BEHAVIORAL QUESTIONS ask about what the candidate is doing currently or has done in the past. It asks for examples of current or past performance, based on the premise that past behavior is the best predictor of future behavior. Phrase questions in the present or past tense, but not the future tense. This is an example for a behavioral question: "Describe an occasion where you successfully accomplished a goal."

OPEN-ENDED QUESTIONS encourage the candidate to give more than a one or two word response. This type of question requires an explanatory response and allows a candidate to show communication skills in an indirect way. Open-ended questions begin with: what, how, why, describe, explain, tell me. Examples of this type of question is this: "*Describe your experience in meeting deadlines.*" Or, "*Tell me about your current volunteering activities.*"

CLOSED-ENDED or YES or NO QUESTIONS are used to elicit a specific response or verify information you already have. They result in minimal conversation and often begin with *are, have, do, will, did, can, could*. Examples of this type of question include this one: "Have you ever had to meet a difficult deadline?" Note how it is closed-ended as opposed to this one that is more open ended: "*Describe your experience meeting difficult deadlines.*"

NEUTRAL QUESTIONS do not reveal what you *want* to hear and encourage the candidate to express his or her own ideas as well as give unedited information. Neutral questions encourage honesty and candor: "*What's more important, speed or accuracy?*" is more neutral than "*Don't you think accuracy is more important than speed?*" which leads the candidate to answer the question with the answer that the interviewer desires.

HYPOTHETICAL QUESTIONS ask the candidate to respond to new or unfamiliar situations, providing insight to the candidate's ability to analyze and solve problems. An example is this one: "*Assume you are in the grocery store and a constituent approaches you and asks you how the closed session of the board meeting went. What would you do?*"

2. GUIDELINES FOR CONDUCTING THE INTERVIEW

The interview is a two-way conversation to exchange information and to determine if there is a fit between the vacancy and the candidate. Some suggestions for conducting a good interview follow:

- a. Hold all calls and don't allow interruptions.
- b. Establish a comfortable environment with good lighting and privacy.

- c. Give a brief overview of the process to establish an understanding of what will take place. Use the "road-map" approach as a guide for both the candidate and yourself.
- d. Listen to the interviewee's responses. Ideally, the interviewer should talk no more than 20% of the time. Combine good listening with good use of questions and comments. Remember that as long as you are talking, you are not learning about the candidate.
- e. Prepare open, neutral and behavioral key questions covering the essential functions. Cover each area using follow-up technique to probe, reflect and summarize. Use paraphrasing to clarify and expand on the candidate's responses. Begin with phrases such as "you said before . . ." or "You gave me an example of a time when . . ." or "let me see if I got this right . . ."
- f. Use comments to show interest, encourage conversation and move the interview forward without falling into a question and answer interrogation. Example: "That's interesting . . ." or "I see . . ." or "why don't you elaborate on that a bit . . ."
- g. Question the answer! Seek contrary information to confirm or correct your first impressions. If the candidate recites an accomplishment, ask "Tell me about an occasion when things did not go well," or "and what did you learn from that experience?"
- h. Control the direction of the interview. If the candidate strays from the topic, redirect the interview by waiting for a pause and say "thank you, I think that answers my question," or "with time so short it will be valuable to move to another subject."
- i. Use silence. Candidates may bridge a silence with useful information.
- j. Encourage candor and honesty by not evaluating the information during the interview. To encourage honesty, ask for the name of someone who will speak to the topic. For example, if the candidate said she always meets her deadlines, ask "who can I speak with regarding those deadlines?"
- k. Jot down key words during the interview for later reference. Do not write evaluative comments in the candidate's presence.
- l. Encourage the candidate throughout the interview (they may be nervous).

3. INTERVIEW ROAD-MAP

- a. Allow time for the candidate to review the duties before the interview.
- b. Hold all telephone calls. Do not allow interruptions during the meeting.

- c. Explain the "Road-map" to the candidate

"We like the information you provided about yourself and would like to learn more about your experiences as it relates to this vacancy. We will have an hour for our meeting. Let me explain the agenda for today. I will begin by asking questions about your experience. We will be concentrating on your experience, knowledge and skills. As much as possible, I would like to hear about specific examples. As we move along, I may ask you to give me names of persons who know about your experiences in a particular area. So that I will not forget, I will be taking notes as we talk. You will have an opportunity to ask questions and provide additional information at a later point."

- d. Ask the Questions (See menu of interview questions).

- e. Concluding questions should focus around the following:

"Is there anything else that you feel we should know about you?"

"Is there anything else you would like to add?"

"Do you have any questions for us?"

- f. Conclude the Interview with a statement like the following:

"Thank you for your time, and interest in the position. We will finish the interviews by _____. We anticipate getting back to you with our decision by_____."

INTERVIEWER SCORING SHEET
(Optional)

Applicant's Name: _____

Date of Interview: _____

INSTRUCTIONS TO THE INTERVIEWER:

Each applicant will be asked the same questions.

Rate each applicant's response on a scale of 1-5 as follows:

- 1-Did not answer the question or well below expected response
- 2-Below the average expected response
- 3-Expected response
- 4-Above average expected response
- 5-Well above the average expected response

Question #1:

Interviewer's Notes:

Rating: _____

Questions #2:

Interviewer's Notes:

Rating: _____

Question #3:

Interviewer's Notes:

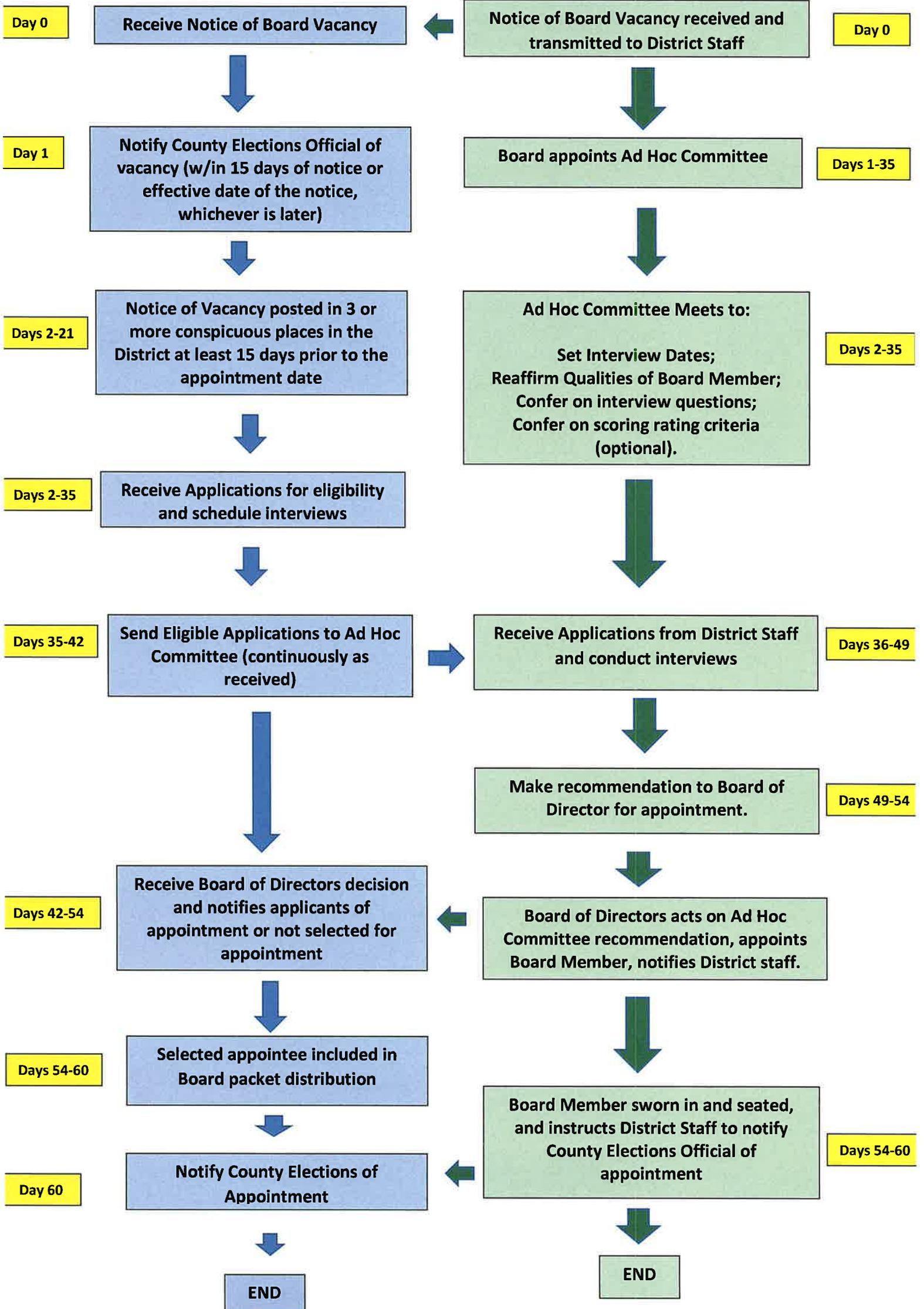
Rating: _____

Work Flow for Appointments to Fill Board Vacancy

(With Approximate Time Frames)

District Staff Work Flow

Board of Director Work Flow



AMBULATORY SURGERY CENTER AGREEMENT

This Ambulatory Surgery Center Agreement , consisting of this cover page and the attached and referenced schedules (collectively, this " Agreement "), is entered into by and between Howmedica Osteonics Corp., on behalf of their divisions and business units listed on <u>Schedule A</u> (each a " Stryker Division ", and collectively, " Stryker ") and Northern Inyo Healthcare District, located at 150 Pioneer Ln, Bishop CA 93514 (" Customer "). Stryker and Customer are each individually referred to in this Agreement as a " Party " and collectively as the " Parties ."	
Overview and Background:	Stryker and Customer have agreed that Customer shall purchase products sold by the Stryker Divisions, as listed and more particularly described on <u>Schedule A</u> (the " Products "), and shall receive certain price concessions on the purchase of such Products based upon achieving the eligibility criteria more fully described on <u>Schedule B</u> .
Applicable Schedules:	<input checked="" type="checkbox"/> Schedule A – Participating Stryker Divisions and Product Categories <input checked="" type="checkbox"/> Schedule B – Pricing and other Discounts <input checked="" type="checkbox"/> Schedule C – Orthopaedic Instruments Product Category
Effective Date and Term:	This Agreement must be executed no later than March 31, 2022 term of this Agreement shall commence on the date this Agreement is executed by the last Party (the " Effective Date "), but not later than March 31, 2022, and continue through and expire seven (7) years thereafter (the " Initial Term "). Following the Initial Term, the Parties may extend this Agreement for additional one-year terms upon mutual written agreement (each, a " Renewal Term " and collectively with the Initial Term, the " Term ").

STANDARD TERMS AND CONDITIONS

- 1) Purchase Orders; Invoices; Payments. Customer must submit to Stryker purchase orders for Products purchased under this Agreement prior to the shipment of such Products. Stryker will provide Customer with an invoice for all Products purchased from Stryker under this Agreement and Customer will pay each invoice within thirty (30) days of the invoice date.
- 2) Discount Disclosure and Reporting. Stryker, as supplier, hereby informs Customer, as buyer, of its obligation to make required reports (including reporting on net prices paid for items supplied hereunder) under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)).
- 3) Warranty. ANY WARRANTIES PROVIDED BY STRYKER WITH RESPECT TO A GIVEN PRODUCT ARE AS DESCRIBED IN THE LABELING ACCOMPANYING UNITS OF THAT PRODUCT ON PURCHASE. STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4) Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.
- 5) Indemnity. Stryker will indemnify Customer from any third-party liability and/or damages which Customer suffers directly as a result of a defect in workmanship or design of the Products. This indemnification applies only if the instructions outlined in the Product's labeling, manual, and/or instructions for use are followed. This indemnification does not apply to liability and/or damages arising from: (i) an injury due to the negligence of any person other than an employee or agent of Stryker; (ii) the failure of any person other than an employee or agent of Stryker to follow any instructions for use of the Product; or (iii) the use of any product not purchased from Stryker, or Product that has been modified, altered, reprocessed, or repaired by any person other than an employee of agent of Stryker. Customer agrees to hold Stryker harmless and indemnify Stryker against any claims or losses or injuries arising from (i)-(iii) above resulting from the negligence or willful misconduct of any employee or agent of Customer.
- 6) [reserved]
- 7) Miscellaneous.
 - a) No Party shall be liable for failure or delay in performing its obligations under this Agreement, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or causes reasonably beyond the control of such Party.
 - b) This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the Parties consent and agree that any and all litigation arising from this Agreement will be conducted by state or federal courts located in State of Michigan, and the Parties consent to the jurisdiction of the Michigan courts in such an event.
 - c) This Agreement shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement, without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void.
 - d) Any notice required under this Agreement shall be in writing, either by electronic mail or registered mail, in which case, postage will be prepaid and addressed to the Parties at their respective addresses as set forth herein.
 - e) This Agreement constitutes the entire agreement between the Parties and, as of the Effective Date, supersedes all prior negotiations and replaces any existing agreement between the Parties for purchases of products comparable to the Products. This Agreement may only be amended by written agreement of the Parties. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document relating to the purchase of Products, this Agreement will control.

f) The Discount Disclosure and Reporting, Warranty, Indemnity, Limitation of Liability, Confidentiality and Miscellaneous provisions of this Agreement shall survive its termination or expiration.

IN WITNESS WHEREOF, the Parties' undersigned duly authorized representatives hereby execute this Agreement on the Effective Date.

HOWMEDICA OSTEONICS CORP. By: _____ Name: _____ Title: _____ Date: _____	NORTHERN INYO HEALTHCARE DISTRICT By: _____ Name: _____ Title: _____ Date: _____
STRYKER SALES, LLC., ACTING THROUGH ITS INSTRUMENTS DIVISION By: _____ Name: _____ Title: _____ Date: _____	

Schedule A
PARTICIPATING STRYKER DIVISIONS AND PRODUCT CATEGORIES

Stryker Orthopaedics (Joint Replacement) 325 Corporate Drive Mahwah, NJ 07430 Tel: (201) 831-5000 [Primary Total Joint, Revision Products]		Stryker Orthopaedics (Trauma) 325 Corporate Drive Mahwah, NJ 07430 Tel: (201) 831-5000 [Foot & Ankle, Extremity Biologics Products]
Stryker Sales, LLC (Orthopaedic Instruments) 1941 Stryker Way Portage, MI 49002 [Products listed on Schedule C]		

Schedule B
PRICING AND OTHER DISCOUNTS

1. **Purchase Commitment.** Product pricing and any other discounts below is contingent upon Customer’s compliance with all material terms and conditions set forth in this Agreement including, but not limited to, the requirement to meet applicable Market Share Commitments as set forth below in Table 1, issue purchase orders and pay outstanding invoices as set forth in the section entitled “Purchase Orders; Invoices; Payments” (the “**Purchase Commitment**”).

Table 1

Product Category (Stryker Division)	Product Category Description	Pricing	Market Share Commitment ¹
Joint Replacement	Primary Total Joint, Revision Products	See “Northern Inyo Hip and Knee Price File 11.10.21.xls” spreadsheet	85%

¹To be eligible for the pricing set forth in this Agreement at least semi-annually (the “**Compliance Period**”) or upon reasonable request from Stryker, Customer must provide Stryker with its “Annual Product Category Spend,” of products similar to or the same as the Products, as described in the Product Category Description. If at any time, Stryker determines that Customer has failed to meet the Market Share Commitment or provide accurate and complete data to Stryker then (i) Customer’s pricing shall revert to List Pricing for all subsequent purchases in the applicable Product Category and (ii) Stryker shall invoice and Customer shall pay the difference between the pricing on the attached “Northern Inyo Hip and Knee Price File 11.10.21.xls” and the List Price retroactively for each purchased Product under this Agreement. Stryker’s invoice is due net thirty (30) days from the date of the invoice. Customer may re-attain the pricing under this Agreement in the event that Customer meets the Market Share Commitment for an entire Compliance Period.

2. **Rebate Eligibility.** During each period of twelve (12) consecutive calendar months beginning on the Effective Date and continuing during the Term (each, a “**Measurement Period**”), Stryker will pay Customer a Rebate in an amount corresponding to each eligibility criteria set forth in the table below (each, an “**Eligibility Criteria**”), provided Customer meets such Eligibility Criteria during the applicable Measurement Period.]

Rebate	Eligibility Criteria	Rebate Amount
Trauma Product Category Rebate	Minimum of \$25,000 annual net spend on Trauma Product Category Products	5% of total Product Category Spend during the Applicable Measurement Period
Joint Replacement Product Category Rebate	85% Market Share Commitment on Joint Replacement Product Category Products	10% of Total Product Category Spend during the applicable Measurement Period
Orthopaedic Instruments Product Category Rebate (as listed in Schedule C)	Please refer to Schedule C	5% of total Product Category Spend during the Applicable Measurement Period

3. **Rebate Payment.** Rebates will be paid within sixty (60) days following the end of each Measurement Period in the form of automated clearing house (ACH) funds-transfer to Customer. Rebates payable hereunder shall be net of (i) any Products purchased and subsequently returned and (ii) any rebates from other Stryker divisions or affiliates for the same Products.
4. **Rebate Calculation Period.** For each Stryker Division, except for Stryker’s Medical and Communication divisions, Rebates will be calculated during the Measurement Period based on the orders placed for Products from such Stryker Division during such Measurement Period. For Products purchased from Stryker’s Medical and Communication divisions, Rebates will be calculated at the end of Measurement Period based on shipments of Products from such Stryker Divisions during such Measurement Period.
5. **Compliance.** Customer will meet with Stryker at least two (2) times per calendar year to assess whether Customer is in compliance with the Purchase Commitment. Customer will provide (i) purchase volume and other conditions on which the Product pricing and Rebates offered under this Agreement are predicated; (ii) payment records reflecting timeliness and amounts paid to Stryker under all provisions of this Agreement; and (iii) all other material aspects of Customer’s performance under this Agreement. Customer will provide accurate and complete data to Stryker as reasonably requested by Stryker to permit Stryker to verify the basis for the Product pricing and Rebates offered to Customer under this Agreement.

Schedule C
ORTHOPAEDIC INSTRUMENTS PRODUCT CATEGORY LIST

Product	Description	Qty	GPO Name	Tier	List Price	Discount %	Sell Price	Total
0606-563-000	Revolution CMS w/ Femoral Breakaway Nozzle	1	HPG	1	\$1,340.00	62.66%	\$500.40	\$500.40
0210-110-000	Interpulse Handpiece with Bone Cleaning Tip	1	HPG	1	\$684.00	76.07%	\$163.66	\$163.66
5921-209-135	Disp. 9x2.75, 1Bla, 1Prt, Quick Connect	1	List	1	\$309.52	0.00%	\$309.52	\$309.52
5921-212-135	Disp. 12x3.5, 1Bla, 1Prt, Quick Connect	1	List	1	\$333.33	0.00%	\$333.33	\$333.33
5921-115-135	Disp. 15x2.5, 1Bla, 1Prt, Quick Connect	1	List	1	\$357.14	0.00%	\$357.14	\$357.14
5921-018-135	Disp. 18x3, 1Bla, 1Prt, Quick Connect	1	List	1	\$404.76	0.00%	\$404.76	\$404.76
5921-218-135	Disp. 18x4, 1Bla, 1Prt, Quick Connect	1	List	1	\$416.67	0.00%	\$416.67	\$416.67
5921-024-135	Disp. 24x4, 1Bla, 1Prt, Quick Connect	1	List	1	\$428.57	0.00%	\$428.57	\$428.57
5921-030-135	Disp. 30x4, 1Bla, 1Prt, Quick Connect	1	List	1	\$476.19	0.00%	\$476.19	\$476.19
5921-034-135	Disp. 34x4, 1Bla, 1Prt, Quick Connect	1	List	1	\$476.19	0.00%	\$476.19	\$476.19
5921-044-135	Disp. 44x4, 1Bla, 1Prt, Quick Connect	1	List	1	\$571.43	0.00%	\$571.43	\$571.43
3000-009-000	ENZYMATIC CLEANER 2.5 GAL	1	List	1	\$370.00	0.00%	\$370.00	\$370.00
3000-010-000	NEUTRAL DETERGENT 2.5 GAL	1	List	1	\$370.00	0.00%	\$370.00	\$370.00
3000-011-000	LUBRICANT - 2.5 GAL	1	List	1	\$300.00	0.00%	\$300.00	\$300.00
3000-003-000	Blu62 Pretreatment Foam 10 Pk	1	List	1	\$250.00	0.00%	\$250.00	\$250.00
3000-007-000	BLU62 PRETREATMENT FOAM REFILL	1	List	1	\$400.00	0.00%	\$400.00	\$400.00
3000-004-000	100oz Proclean Inst Detergent	1	List	1	\$600.00	0.00%	\$600.00	\$600.00
3000-005-000	2.5Gal Proclean Inst Detergent	1	List	1	\$900.00	0.00%	\$900.00	\$900.00
6125-127-090	Performance Series Sagittal Blade (25.0X1.27X90MM)	1	HPG	1	\$135.00	62.50%	\$50.63	\$50.63
6118-127-090	Performance Series Sagittal Blade (18.0X1.27X90MM)	1	HPG	1	\$135.00	62.50%	\$50.63	\$50.63
1900-015-040	4.0MM EGG RESURFACING TOOL	1	HPG*	1	\$180.00	62.39%	\$67.69	\$67.69
1900-010-040	4.0MM ROUND RESURFACING TOOL	1	HPG	1	\$180.00	56.57%	\$78.17	\$78.17
1900-015-025	2.5MM EGG RESURFACING TOOL	1	HPG	1	\$180.00	56.57%	\$78.17	\$78.17
0277-096-250	Reciprocating Blade Short, Offset (60.0 x 0.64 x 6.2mm)	1	HPG	1	\$107.00	77.58%	\$23.99	\$23.99
PS2040	Zip 4 Surgical Skin Closure Device	1	HPG	1	\$494.50	29.22%	\$350.00	\$350.00
PS2080	Zip 8i Surgical Skin Closure Device	1	HPG	1	\$931.50	35.59%	\$600.00	\$600.00
PS1160	Zip 16 Surgical Skin Closure Device	1	HPG	1	\$1,058.00	29.11%	\$750.00	\$750.00
PS1240	Zip 24 Surgical Skin Closure Device	1	HPG	1	\$776.25	29.15%	\$550.00	\$550.00
PS1163	ZipSeal 16 Surgical Skin Closure Kit, 5/pkg	1	HPG	1	\$672.75	24.19%	\$510.00	\$510.00
PS1243	ZipSeal 24 Surgical Skin Closure Kit, 3/pkg	1	HPG	1	\$552.00	17.57%	\$455.00	\$455.00
PS1241	Zip DS Dressing Shield	1	HPG	1	\$92.00	18.48%	\$80.55	\$80.55
PS3002	Zip PreLoc 2 Wound Closure Device	1	HPG	1	\$1,425.00	33.33%	\$950.00	\$950.00
2296-003-111	Precision Thin (9.0 x 0.38 x 25.0mm)	1	HPG	1	\$79.00	73.03%	\$21.31	\$21.31
2296-003-125	Precision Thin (9.0 x 0.38 x 31.0mm)	1	HPG	1	\$79.00	73.03%	\$21.31	\$21.31
5100-037-116	Large Tear Rasp (12.7 x 7.0mm)	1	HPG*	1	\$235.00	63.89%	\$84.85	\$84.85
5400-003-111	Micro Dual Cut (9.0 x 0.38 x 25.0mm)	1	HPG*	1	\$91.76	69.17%	\$28.29	\$28.29
5400-003-206	Micro Dual Cut (12.0 x 0.38 x 34.5mm)	1	HPG*	1	\$91.76	69.17%	\$28.29	\$28.29
5400-033-527	Micro Dual Cut (13.0 x 0.51 x 45.0mm)	1	HPG*	1	\$91.76	69.17%	\$28.29	\$28.29
0206-710-000	Bio-Prep Bone Preparation Kit	1	HPG	1	\$1,554.00	65.60%	\$534.59	\$534.59

Price Totals:								
						Total Sell Price		\$12,955.03
						Grand Total:		\$12,955.03
Pricing does not include applicable taxes and shipping.								
F.O.B. Shipping Point Prices: In effect for 60 days		Terms: Net 30 days						
Contact your local Sales Representative for more information about your flexible payment options.								

EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement, consisting of this cover page and any applicable schedules selected below (this "**Agreement**"), is entered into by and between MAKO Surgical Corp., a wholly-owned subsidiary of Stryker Sales, LLC (MAKO Surgical Corp., or any of its affiliates, together or separately, are referred to as "**Stryker Mako**") and the undersigned healthcare provider ("**Customer**") and sets forth the terms and conditions upon which Customer will gain access to Stryker Mako's RIO® Robotic Arm Interactive Orthopedic system (the "**Equipment**") from Stryker Mako. Stryker Mako and Customer are referred to individually as a "**Party**" and collectively as the "**Parties**."

Applicable Schedules:	<input checked="" type="checkbox"/> Schedule A – Equipment and Pricing <input checked="" type="checkbox"/> Schedule B – General Terms and Conditions <input checked="" type="checkbox"/> Schedule C – Software License Terms	<input checked="" type="checkbox"/> Schedule D – Warranty and Service Terms <input checked="" type="checkbox"/> Schedule E – Rebate
Effective Date and Term:	The term of this Agreement shall commence on the date this Agreement is executed by both Parties (the " Effective Date ") and shall continue until terminated by mutual written agreement of the Parties (" Term "), provided Customer executed this Agreement and accepts installation of the Equipment on or prior to March 17, 2022. Stryker Mako may, in its sole discretion, elect to install the Equipment following such date.	
Equipment Installation Location: (Customer Facility)	Northern Inyo Hospital 150 Pioneer Ln Bishop, CA 93514	
Stryker Mako Account Executive:	Kinji Green	

Signatures: By executing this Agreement, each signatory represents and warrants that such person is duly authorized to execute this Agreement on behalf of the respective Party.

NORTHERN INYO HEALTHCARE DISTRICT	MAKO SURGICAL CORP.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address: 150 Pioneer Ln Bishop, CA 93514	3365 Enterprise Ave. Weston, FL 33331

Notices will be sent to the Parties at the addresses listed herein.

**SCHEDULE A
EQUIPMENT AND PRICING**

Mako™ System with Total Knee Application				
QTY.	PART #	EQUIPMENT	List Price	Discounted Price
1	220000	Stryker Robotic Arm System (Mako™/RIO®) Includes:		
1	219999	RIO® Surgical Arm		
1	207110	RIO® Guidance Module		
1	209927	RIO® Camera Stand Assembly		
1	211394	RIO® Accessory Kit		
1	700001431977	Mako User Guides		
2	151250	Mako Power Tray		
1	200681	MAKOplasty® CT Scan Kit		
1	212183	Mako™ Total Knee Application Includes:		
1	212184	Mako™ Total Knee Software License		
2	151200	Mako Array Tray		
2	151150	Stryker Leg Positioner Tray Kit		
1	212249	Surgeon & Surgical Staff Training, Total Knee		
1	214930	Mako TKA User Manuals (Master CD) M3		
		Subtotal	\$ 1,015,000	\$ 750,000
		Interest of 3.25%		\$ 89,555
		TOTAL		\$ 839,555

CUSTOMER ACKNOWLEDGES:

Customer elects to **PURCHASE** the Equipment from Stryker Mako by paying to Stryker Mako seven (7) annual installments of \$119,936.43 (each an “**Installment Payment**”), the first of which is due 366 calendar days from the date of installation of the Equipment. Customer shall be responsible for ensuring full payment is made to Stryker Mako.

**SCHEDULE B
GENERAL TERMS AND CONDITIONS**

1. Pricing and Payment Terms; Taxes. Customer agrees to gain access to the Equipment as indicated in Schedule A of this Agreement. Customer acknowledges that Customer shall be responsible for payment of all applicable state, and local taxes in connection with gaining access to the Equipment, and any other payments made to Stryker Mako hereunder. Stryker Mako shall include the applicable tax in its invoice to Customer unless Customer provides Stryker Mako with a current, state issued exempt, resale, or right-to-self-assess certificate.

2. Shipment and Installation.

2.1. Shipping and Delivery. Shipping is F.O.B. destination. All Equipment will be shipped to the address indicated in the Equipment Installation Location. Stryker Mako reserves the right to refuse to ship Equipment to third parties.

2.2. Site Preparation. Customer is responsible for providing the Equipment with an operating environment of suitable temperature and humidity. Access to a suitable and safe space for storage/uncrating of the Equipment prior to installation and the installation site will be provided by Customer at no charge as necessary for Stryker Mako to perform its obligations hereunder. Stryker Mako agrees to comply with any applicable, reasonable Customer policies regarding access to the installation site as provided in writing prior to or upon the Effective Date of this Agreement.

Any lifting equipment, building alterations, power supplies, power outlets, wiring, networking, or other work required by any applicable laws or by Stryker Mako in connection with the installation of the Equipment will be provided by Customer at its own expense. With the exception of the Food and Drug Administration ("FDA") approval, Customer is responsible for obtaining all government approvals required, if any, for remediation of the installation location, the installation and use of the Equipment, including without limitation any certificate of need and zoning variances. Customer will (a) complete all such activities diligently, (b) will keep Stryker Mako notified periodically of the results of its efforts, and (c), upon request, will provide Stryker Mako with written confirmation of such approvals.

2.3. DISCLAIMER. STRYKER MAKO OFFERS NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE PREMISES (OR THE UTILITIES AVAILABLE AT THE PREMISES) IN WHICH THE EQUIPMENT IS TO BE INSTALLED, USED, OR STORED, OTHER THAN THOSE ARISING FROM STRYKER MAKO'S FAILURE TO ACCURATELY SPECIFY THE LEVEL AND QUALITY OF PHYSICAL PREMISES AND UTILITIES NECESSARY FOR THE PROPER INSTALLATION AND OPERATION OF THE EQUIPMENT.

2.4. Installation. The Equipment will be installed by Stryker Mako during "Normal Business Hours" (8:00 am to 5:00 pm, local time, excluding national holidays). Installation services include (a) connecting the Equipment to working power outlets provided by Customer prior to delivery of the Equipment and (b) testing the Equipment after installation to verify compliance with Stryker Mako's standard installation protocols. Installation will be considered complete for the purposes hereof upon verification that the Equipment substantially complies with Stryker Mako's published performance specifications, as evidenced by Stryker Mako's and Customer's signature on the Packing Slip.

2.5. Installation Services. This Agreement includes standard installation services as outlined in section 2.4 only. Any additional time required, or delay(s) experienced in installing the Equipment resulting from the condition or location of Customer's premises, the condition or location of power supplies, outlets, or wiring, delay(s) in completing site preparation, or any similar or dissimilar cause(s) will be at Customer's own expense. Any labor in excess of standard installation services and any overtime incurred by Stryker Mako employees and/or agents in respect of such additional time required or delay(s) experienced (as well as any extra labor or overtime work performed at the request of Customer) will be invoiced to and paid by Customer at then-prevailing Stryker Mako demand service rates, within net thirty (30) days from the date of the applicable invoice.

2.6. Acceptance. Customer's "Acceptance" of the Equipment and transfer of title thereto shall be deemed to have occurred upon Customer's (i) execution of this Agreement and (ii) delivery and (iii) installation of the Equipment at Customer's facility as set forth in Section 2.4 above. In the event the Equipment is accessed through a lease or rental agreement with a financing company, title shall pass to the Customer in accordance to the terms of the agreement between the financing company and Customer.

3. Use of Equipment. Customer agrees and covenants to only allow physicians that (i) are qualified and experienced in orthopedic surgery, (ii) have been trained and certified by Stryker Mako, (iii) are, at all times, fully authorized, licensed and credentialed under applicable law, and (iv) are authorized by Customer to perform the applicable procedure (each, a "Robotic-arm Assisted Procedure") using the Equipment (each, a "Qualified Physician"). Customer further acknowledges and agrees that, while Stryker Mako has developed a training protocol for the Equipment which is, in Stryker Mako's opinion, reasonable to prepare Qualified Physician for Robotic-arm Assisted Procedures, each Qualified Physician, together with the Customer, is solely responsible for determining the adequacy of his/her skills and training. The Parties agree that Customer may appoint additional Qualified Physicians in consultation with Stryker Mako. Customer acknowledges that only Stryker Mako approved and supplied products (each a "Product") are FDA indicated for use with the Equipment. The Equipment shall only be operated at the Customer's facility where it is installed by Stryker Mako and shall not be moved from such facility absent the prior written consent of Stryker Mako.

Customer acknowledges and agrees that Stryker Mako or an affiliate's personnel who provide assistance for a Robotic-arm Assisted Procedure are not licensed medical personnel, are not licensed to and do not practice medicine, and are, in every case of use of the Equipment and/or Services, only supplying a technology support role to Customer. Customer further agrees and covenants that any and all operation of the Equipment by certified personnel shall be at all times undertaken pursuant to and only consistent with the protocols and instructions set forth in the Equipment user manuals (or any successor documents thereof).

4. Products. In performing Robotic-arm Assisted Procedures, Customer acknowledges the purchase of the necessary Products, which shall be governed by an agreement between Customer and Stryker Mako's affiliate Howmedica Osteonics Corp.

5. Collaboration. In compliance with all applicable laws and regulations and at the option of Customer in its sole discretion, Customer and Stryker Mako agree to collaborate on health care professional and patient educational outreach concerning robotic-arm assisted surgery

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for orthopaedic hip and knee procedures utilizing Stryker Mako equipment at Customer's facility (the "**Collaboration**"). The Collaboration shall include but is not limited to:

- 5.1. Demonstrating Economic Value. Customer agrees to make available orthopedic surgical services data to Stryker Mako, including the gross number of robotic-arm assisted primary and revision knee and hip procedures and non-robotic-arm assisted primary and revision knee and hip procedures performed by Customer prior to and following the first Stryker Mako Robotic-arm assisted procedure.
- 5.2. Online Resource Center. Customer will receive password-protected access to an online resource center to assist with educational outreach efforts [available at: <https://makoresourcecenter.com/Mako/Login.aspx>]. The resource center provides information and materials regarding Equipment and Robotic-arm assisted surgery education and awareness for health care professionals and patients. Customer acknowledges it has ultimate control and responsibility for any and all materials it ultimately chooses to disseminate or utilize.
- 5.3. Educational Outreach Practices. The Parties agree to make an individual available to speak to Stryker Mako, at least once as part of the Equipment launch, regarding guidance for utilizing the Online Resource Center and standard practices regarding Stryker Mako's general educational outreach concerning Robotic-arm assisted surgery and Customer's educational outreach concerning the same at Customer's facility.
6. Software. Use of the Equipment's software is subject to the Software License Terms set forth as Schedule C to this Agreement.
7. Equipment Warranty and Service.
 - 7.1. Any warranties provided with respect to the Equipment are as set forth in the Warranty and Service Terms set forth as Schedule D to this Agreement.
 - 7.2. THE WARRANTIES REFERENCED IN THIS AGREEMENT ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF STRYKER MAKO. STRYKER MAKO NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT AND/OR SERVICES.
8. Mako Program Analytics. To assess the impact of the Equipment to Customer's service lines and to optimize the Equipment, Customer's purchase of the Equipment includes, through Stryker Mako's affiliate Stryker Performance Solutions, LLC ("**SPS**"), an optional program that includes periodic assessments of Customer's self-reported and patient-reported outcome data ("**Mako Program Analytics**"). SPS will review such assessments with Customer, at minimum, on a quarterly basis. Stryker Mako and SPS will contact Customer after Equipment is Accepted by Customer pursuant to Section 2.5 of this Agreement. Customer's participation in the SPS Mako Program Analytics is conditioned on the execution of a no-additional charge agreement with SPS which shall become an amendment to and incorporated into this Agreement. Notwithstanding the foregoing, Customer in its sole discretion has the option to participate in the Mako Program Analytics.
9. Indemnification. Stryker Mako agrees to indemnify Customer from any third-party liability and/or damages which Customer may suffer directly as a result of a defect in workmanship or design of the Equipment. This indemnification applies only if the instructions outlined in the Equipment's labeling, manual, and/or instructions for use are followed. This indemnification does not apply to liability and/or damages arising from: (a) an injury due to the negligence of any person other than an employee or agent of Stryker Mako; (b) the failure of any person other than an employee or agent of Stryker Mako to follow any instructions for use of the Equipment; or (c) the use of any product not purchased from Stryker Mako, or Equipment that has been modified, altered, reprocessed, or repaired by any person other than an employee or agent of Stryker Mako. Customer agrees to indemnify Stryker Mako against any claims or losses or injuries arising from (a), (b), or (c) above resulting from the negligence or willful misconduct of any employee or agent of Customer.
10. Limitation of Liability. EXCEPT IN CONNECTION WITH STRYKER MAKO'S INDEMNITY OBLIGATIONS UNDER SECTION 9 ABOVE, STRYKER MAKO SHALL HAVE NO LIABILITY TO ANY PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT AND/OR THE SERVICES, OR THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, TRAINING ON, OPERATION, PERFORMANCE, OR USE OF THE SAME, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED EQUIPMENT AND OTHER GOODS AND SERVICES OR TO FACILITIES, COSTS OF CAPITAL, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES, OR SERVICES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWN TIME, AND ANY SIMILAR AND DISSIMILAR LOSSES, COSTS, OR DAMAGES.
11. [Reserved]
12. Compliance Matters.
 - 12.1. Compliance with Law. In the performance of this Agreement, Customer and Stryker Mako shall at all times comply with all applicable federal, state, and local laws and regulations, including but not limited to, the California Public Records Act, the Federal Food, Drug and Cosmetic Act, the Federal False Claims Act, and the Anti-Kickback Law.
 - 12.2. Discount Disclosure and Reporting. Stryker Mako, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on each Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement may constitute discounts on the purchase of Equipment. Customer represents that it shall make all required reports and disclosures.
 - 12.3. Discounts and Rebates for Products. Discounts and rebates received by Customer with respect to the Products under this Agreement are "discounts or other reductions in price" under the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)(3)(A)). Consistent with the

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Anti-Kickback Statute and the discount safe harbor (42 C.F.R. § 1001.952(h)), if Customer reports its costs on a cost report pursuant to applicable state or federal cost reporting requirements, Customer shall fully and accurately report such discounts and other reductions in price in the applicable cost report. Customer also shall provide all information about such discounts and rebates as requested by any federal or state agency. Stryker Mako will provide Customer with sales and discount information to allow Customer to comply with this section, including sufficient rebate and pricing information to enable Customer to accurately report its actual costs for all purchases of Consumables made pursuant to this Agreement.

- 12.4. Protection of Patient Information. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the Term of the Agreement, including but not limited to protected health information (“PHI”) as defined in regulations implementing the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended (“HIPAA”), shall be treated by both Parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. The Parties acknowledge that data provided pursuant to Section 5 of this Agreement shall not include any PHI, but that Stryker Mako requires access to identified session files and other diagnostic information residing on the Equipment from each Robotic-arm Assisted Procedure for the purpose of conducting regulatory investigations related to reports of potential adverse events or product complaints which are identified by the Qualified Physician, Customer personnel, or Stryker Mako employee present during a case. Stryker Mako is not a “**business associate**” of Customer, as the term “**business associate**” is defined by HIPAA regulations. To the extent Stryker Mako in the future becomes a business associate of Customer, the Parties agree to negotiate to amend the Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the Agreement will immediately terminate.
13. Use of Name. Stryker Mako hereby grants Customer the right to use Stryker Mako’s name in furtherance of Customer’s and Stryker Mako’s Collaboration contemplated under Section 5 of this Schedule B; provided, however, that Stryker Mako reserves the right to terminate this right to use at any time in its sole discretion.
14. Insurance. During the Term of this Agreement, Stryker Mako will maintain commercial general liability insurance, including coverage for products and completed operations, with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate; automobile liability insurance with a combined single limit of \$1,000,000 each accident covering Stryker Mako’s use of owned, non-owned and hired vehicles; and workers compensation insurance subject to statutory limits and employer’s liability insurance with limits of \$1,000,000 each accident, and \$1,000,000 each employee and policy limit for disease, covering claims arising out of Stryker Mako’s activities and obligations under this Agreement, including Customer’s use of Equipment purchased from Stryker Mako under this Agreement according to the instructions for use. Notwithstanding any other requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Stryker Mako shall be permitted to comply with these insurance requirements through a program of self-insurance. When requested by Customer, Stryker Mako will furnish an insurance certificate issued by an authorized agent of the insurer(s) evidencing the above referenced insurance coverage.
15. Miscellaneous.
 - 15.1. Assignment. Neither Party may assign or otherwise transfer its rights, duties and responsibilities under this Agreement without first receiving the written consent of the other Party, which in no case shall be unreasonably withheld. Notwithstanding the foregoing, no consent by Customer shall be required for an assignment by Stryker Mako pursuant to a merger, consolidation, or internal or other change of control of Stryker Mako or an affiliate. Customer agrees that Customer is prohibited from selling or transferring the Equipment under this Agreement and that Customer shall not otherwise enter into any agreement with a third party to transfer title and/or any right to use the Equipment without first receiving the written consent of Stryker Mako. Any purported assignment, sale or transfer in violation of this section shall be void.
 - 15.2. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the Parties consent and agree that any and all litigation arising from this Agreement will be conducted by state or federal courts located in State of Michigan. The invalidity or unenforceability of any provision hereof will not affect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. The failure of Customer or Stryker Mako at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default.
 - 15.3. Force Majeure. Neither Party shall be liable for any delay or default caused by events beyond its control, including, without limitation, any acts of God, acts of suppliers or other third parties, acts of the other Party (or any of the other Party’s employees, agents, or representatives), acts of civil or military authorities, terrorism, fires, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, pandemic, epidemic, and any other cause or condition beyond such Party’s control, and the time for performance of such Party’s obligations hereunder shall be extended for the commercially reasonable period of time in the event of any delay or default for such cause(s).
 - 15.4. Entire Agreement. This Agreement may be executed in counterparts, each of which are deemed to be original, but all of which together constitute one and the same instrument. Copies of signatures sent by facsimile transmission or any other electronic means are deemed to be originals for purposes of execution and proof of this Agreement. This Agreement may only be amended by written agreement of the Parties. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, consignment agreement or related similar document, this Agreement will control. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Agreement.
 - 15.5. Surgical Scrubs. Notwithstanding anything contained in this Agreement to the contrary, Stryker Mako will not participate in any Customer program, procedure, vendor credentialing requirement, policy or directive requiring Stryker Mako personnel or agents to purchase surgical scrubs from Customer, Customer designee or any third-party vendor operating in Customer’s facility. T

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- 15.6. Survival. The terms and conditions herein that by their terms are intended to survive the expiration or termination of this Agreement, including without limitation the provisions set forth in Sections 3 – 6, 8 – 12, 14, 15.1 and 15.2 of this Agreement, shall survive the execution and delivery of this Agreement and its expiration or termination.

SCHEDULE C
SOFTWARE LICENSE AGREEMENT

1. All Software associated with the Equipment is and shall remain the sole proprietary and confidential property of Stryker Mako. The rights herein granted to Customer shall not affect the exclusive ownership by Stryker Mako of the Software or of any trademarks, copyrights, patents, trade secrets, proprietary rights, or other property rights of Stryker Mako (or any of Stryker Mako's suppliers or licensors) pertaining to the Software.
2. Stryker Mako hereby grants to Customer a limited, personal, nonexclusive, and nontransferable license to use the computer software package (the "**Software**") necessary for the operation of the Equipment on the terms and conditions defined or referenced herein for so long as Customer may own or have valid access to the Equipment. THIS LICENSE DOES NOT EXTEND TO ANY MAINTENANCE OR SERVICE SOFTWARE SHIPPED TO OR LOCATED AT CUSTOMER'S PREMISES WHICH IS INTENDED TO ASSIST STRYKER MAKO EMPLOYEES OR AGENTS IN THE INSTALLATION, TESTING, SERVICE, AND MAINTENANCE OF THE EQUIPMENT.
3. THE LICENSE HEREBY GRANTED TO CUSTOMER DOES NOT INCLUDE ANY RIGHT TO USE THE SOFTWARE FOR PURPOSES OTHER THAN STANDARD OPERATION OF THE EQUIPMENT OR TO COPY, REPRODUCE, SELL, ASSIGN, TRANSFER, OR SUBLICENSE THE SOFTWARE FOR ANY PURPOSE, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF STRYKER MAKO, WHICH STRYKER MAKO MAY WITHHOLD IN ITS SOLE DISCRETION. If such permission is obtained, Customer agrees to apply Stryker Mako's copyright notice or other identifying legends to such copies or reproductions.
4. Customer agrees that only authorized employees or agents of Customer will use the Software or have access to the same (or to any part thereof) and that none of Customer's employees or agents will disclose any part or all of the Software, or permit any part or all the same to be used by any person or entity other than those identified herein. Customer acknowledges that certain of Stryker Mako's rights may be provided from license agreements with third parties and, as such, Customer agrees to preserve the confidentiality of information provided to Stryker Mako under such third-party license agreements.
5. Customer is prohibited from making any modifications to the Software. If Customer modifies the Software in any manner, all warranties associated with the Software and the Equipment shall become null and void. If Customer or any of its officers, employees, or agents should make any revisions, enhancements, or improvements in the Software, Customer shall promptly disclose such improvements to Stryker Mako and shall become the property of Stryker Mako. Customer shall convey any and all title to such revisions, enhancements or improvements to Stryker Mako.
6. The Software is licensed to Customer provided that (a) Customer shall maintain the configuration of the Equipment as it was originally designed and manufactured and (b) the Equipment includes only those subsystems and components certified by Stryker Mako. The Software may not perform as intended on systems modified by personnel other than those under the direct supervision of Stryker Mako or on systems which include subsystems or components not certified by Stryker Mako. Stryker Mako does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.
7. IF CUSTOMER NO LONGER USES THE SYSTEM, CHOOSES TO "SWAP OUT" AND/OR "TRADE IN" THE EQUIPMENT OR REPAIR THE SOFTWARE, CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING POSSESSION AND CONTROL OF THE SOFTWARE UNTIL PROPERLY DELIVERED TO STRYKER MAKO OR ITS AGENTS. CUSTOMER IS RESPONSIBLE FOR PROVIDING IMMEDIATE WRITTEN NOTIFICATION TO STRYKER MAKO AT LEAST FOURTEEN (14) DAYS PRIOR TO ALLOWING ACCESS TO THE SAME BY ANY PARTY NOT RELATED TO, OR AFFILIATED WITH, CUSTOMER OR STRYKER MAKO.
8. OTHER THAN ANY WARRANTY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STRYKER MAKO AND ITS SUPPLIERS MAKE NO OTHER EXPRESS WARRANTIES UNDER THIS SOFTWARE LICENSE AGREEMENT, AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.
9. Customer hereby acknowledges that the Software is or may be subject to one (1) or more export control laws or regulations, and agrees that it will not transfer, export or re-export the Software without complying with all applicable export control laws and regulations. Customer agrees it will not export or re-export the software to a national of a country listed in "**Country Groups**" D:1 or E:2 (as defined in the Export Administration Regulations), nor will Customer export or re-export the direct product of the software to such Country Groups without first obtaining a license from the U.S. Department of Commerce. The obligations in this paragraph shall survive the expiration or termination of this Agreement.
10. Customer shall cause each authorized user of the Software to abide by the terms and conditions of this Software License Agreement as if each were a party hereto.
11. This license shall continue for as long as Customer continues to use the Equipment, except that Stryker Mako may terminate this license in the event of any default by Customer. Customer agrees to cease use of and return the Software and any authorized copies thereof to Stryker Mako immediately upon expiration or termination of this license.

SCHEDULE D WARRANTY AND SERVICE TERMS

This Schedule D (also referred to as these “**Warranty and Service Terms**”) are hereby incorporated into the Agreement by and between Stryker Mako and Customer and relate to the warranty and maintenance of the Equipment and are subject to the terms and conditions contained elsewhere in this Agreement. In the event of a conflict between the other terms and conditions of the Agreement and of this Schedule D, the terms and conditions of this Schedule D shall govern. Capitalized terms used herein and not defined shall have the meanings ascribed to them elsewhere in the Agreement.

1. TERM

- 1.1 Warranty. Stryker Mako warrants that the Equipment will be free from defects in material and workmanship (the “Warranty”) for eighteen (18) months beginning upon Acceptance of the Equipment (the “Initial Warranty Period”). Stryker Mako’s obligation under this Warranty shall be limited to repairing or replacing (at Stryker Mako’s option) any part of the Equipment which, if properly installed, used and maintained, proves defective in material or workmanship within the Initial Warranty Period, provided that notice of any such defect and satisfactory proof thereof is promptly given by Customer to Stryker Mako. This Warranty does not apply to products normally consumed in operation of the Equipment or which have a normal life inherently shorter than the Initial Warranty Period.
- 1.2 Service. Stryker Mako will provide the services set forth in these Warranty and Service Terms for a period of six (6) consecutive years beginning on the expiration of the Initial Warranty Period on the originally installed Equipment (the “Service Period”).

2. PRICE AND PAYMENT TERMS

- 2.1 Warranty. There is no charge for the Services (as defined below) contained in these Warranty and Service Terms during the Initial Warranty Period.
- 2.2 Service. Customer shall pay to Stryker Mako an annual service fee of \$75,000 (the “Annual Service Fee”) for the Services contained in these Warranty and Service Terms during the Service Period. The Annual Service Fee shall be paid to Stryker Mako on or before the first day of each year of the Service Period.

3. DUTIES OF STRYKER MAKO. During the Initial Warranty Period and Service Period, Stryker Mako will provide the following services to Customer pursuant to these Warranty and Service Terms (referred to collectively as the “Services”):

- 3.1 Covered Services. Stryker Mako agrees to provide maintenance, including, without limitation, preventative maintenance, repair of the Equipment and Software, hardware reliability upgrades and software updates performed as applicable in Stryker Mako’s sole discretion. The price for the Services includes all parts, labor and travel expenses, except those listed in Section 4 of these Warranty and Service Terms or set forth elsewhere herein. The Services shall be performed during Normal Business Hours. If Customer requests that Services be performed outside the Normal Business Hours, said Services will be furnished on a commercially reasonable efforts’ basis.
- 3.2 Response Time. On-site response will occur within twenty-four (24) hours during Normal Business Hours, unless Customer and Stryker Mako agree otherwise.
- 3.3 Loaners/Replacements. Should downtime of the Equipment continue for at least forty-eight (48) continuous hours, Stryker Mako will ship to Customer’s facility within forty-eight (48) hours and install, at its sole expense, a loaner or replacement RIO® Robotic Arm Interactive Orthopedic system, unless Stryker Mako and Customer agree otherwise.
- 3.4 Exchanges. If, during any consecutive three (3) month period of the Initial Warranty Period and Service Period, the Equipment experiences a recurring identified failure that Stryker Mako is unable to adequately repair (as determined by Stryker Mako in its reasonable discretion), Stryker Mako agrees to replace the Equipment at no cost to Customer.
- 3.5 Maintenance Parts. Stryker Mako will provide all necessary replacement parts to maintain the Equipment, except for the consumable items listed in Section 4 of these Warranty and Service Terms. Replacement parts will be either new parts or certified refurbished parts that in Stryker Mako’s sole judgment are of equal performance and quality to new parts. All parts will be furnished on an exchange basis and all replaced parts become the sole property of Stryker Mako.
- 3.6 Service outside the 48 contiguous United States. Such service will be periodically scheduled in advance by Stryker Mako, in its sole discretion. If Customer requires an immediate response, Customer will pay all travel expenses of Stryker Mako personnel.
- 3.7 Scheduled Maintenance. Stryker Mako will provide scheduled maintenance for the Equipment at intervals determined by Stryker Mako in its sole discretion, but not less than two (2) times per year and scheduled at mutually agreeable times with Customer.
- 3.8 Troubleshooting. Stryker Mako may troubleshoot with one or more individuals designated by Customer via telephone to resolve a problem in lieu of traveling to Customer’s facility to repair the Equipment.
- 3.9 CT Validation. Up to three (3) CT scan equipment validations shall be provided to Customer and included in the Services.
- 3.10 Purchase of Surgical Scrubs. Notwithstanding anything contained in these Warranty and Service Terms to the contrary, Stryker Mako will not participate in any Customer program, procedure, vendor credentialing, policy or directive requiring Stryker Mako personnel or agents to purchase surgical scrubs from Customer, Customer designee or any third-party vendor operating in Customer’s facility.

4. EXCLUSIONS FROM SERVICES. The following actions and items are excluded from the Services:

STRYKER MAKO CONFIDENTIAL

- 4.1 Misuse. If Services are required as a result of, or arising from: (i) any intentional acts or negligence of Customer's employees, agents or invitees; (ii) anyone other than Stryker Mako authorized personnel attempting to repair or service the Equipment; (iii) use of equipment or devices not provided by Stryker Mako; (iv) misuse of the Equipment, including, without limitation, use of the Equipment for any application or function for which it was not designed; or (v) the loading of third-party software without the prior written approval of Stryker Mako, including, without limitation, device drivers not approved by Stryker Mako. Requests for Services related to misuse will be billed to Customer at Stryker Mako's then-current billable rates for travel, labor, and parts.
 - 4.2 Consumables and Accessories. Consumables and accessories are defined as Burrs, Reamer Cups, Drapes, Bone Pins, Reflective Markers, Irrigation Tubes, Checkpoints, Leg Holder Boots, and other consumables.
 - 4.3 System Enhancements. System upgrades, new features to the Equipment or Software not available at the time of purchase or new product applications, deemed by Stryker Mako to be major additions to the Equipment or Software.
 - 4.4 Electrical Work. Electrical work external to the Equipment.
 - 4.5 Cosmetic Work. Painting or refinishing, or the furnishing of the materials for this purpose.
 - 4.6 Moved Equipment. Maintenance required in order to repair damage resulting from Customer's transportation of the Equipment.
 - 4.7 Data File Transfer and Recovery. Stryker Mako shall demonstrate to Customer how to perform patient data file transfer, restoration and recovery prior to the first clinical case, and Customer warrants that it will not request Stryker Mako personnel to do same on Customer's behalf.
5. RESPONSIBILITIES OF CUSTOMER
- 5.1 Access to Equipment. When Stryker Mako arrives at Customer's facility, Customer will provide Stryker Mako personnel reasonable access to the Equipment so that they may perform the Services. Customer may be billed at prevailing labor rates for lost time and travel if Stryker Mako personnel are not permitted reasonable access to the Equipment.
 - 5.2 Service Authorization. Customer agrees to allow Stryker Mako personnel to service, upgrade and maintain the Equipment under the terms of these Warranty and Service Terms.
 - 5.3 Payment Terms. Customer must pay the total amount due for the Services including all applicable federal, state and local taxes in accordance with the payment schedule set forth in these Warranty and Service Terms. Payment for Services outside Normal Business Hours or for work performed other than Services that is outside the scope of these Warranty and Service Terms will be due and payable within thirty (30) days after Customer's receipt of the applicable invoice.
 - 5.4 Renewal. If Customer does not renew these Warranty and Service Terms to extend after the expiration of the Service Period, and subsequently requests Services in connection with the Equipment, all parts, labor, travel time and travel expenses will be billed to Customer at Stryker Mako's then-current billable rates. Customer shall notify Stryker Mako if it desires to renew these Warranty and Service Terms at least thirty (30) business days prior to the expiration of the Service Period.
 - 5.5 Patient Data Files. Integrity, maintenance, archive and backup of patient data files are the sole responsibility of Customer.
6. EQUIPMENT LOCATION. The Equipment is located at Customer's facility as described in the Agreement. Any subsequent resale or removal to a new location without Stryker Mako's prior written approval may result in immediate cancellation of these Warranty and Service Terms by Stryker Mako in its sole discretion.
7. INSPECTION. If (i) Customer does not utilize, terminates or fails to renew these Warranty and Service Terms and (ii) Customer elects to utilize or renew these Warranty and Service Terms at least thirty (30) days after such expiration or earlier termination, Stryker Mako, with reasonable notice to Customer, shall require Customer to pay the costs and expenses of a site inspection of the Equipment, performed by Stryker Mako personnel during Normal Business Hours, to determine the operating status of the Equipment. The inspection will be billed at Stryker Mako's then-current time and materials rate.

SCHEDULE E

During each consecutive twelve-month period beginning on the Equipment installation date (“**Installation Date**”) and continuing during the Rebate Term (as hereinafter defined) (each, a “**Measurement Period**”), Customer will be eligible to earn a rebate (“**Rebate**”) in an amount corresponding to the criteria set forth below (“**Eligibility Criteria**”), provided Customer meets such Eligibility Criteria during the applicable Measurement Period. This Rebate shall terminate upon the earlier of (i) the seventh (7th) anniversary of the Installation Date or (ii) at such time when the Rebates earned by Customer hereunder equals \$839,555 (the “**Rebate Term**”). The Parties agree that the maximum rebate Customer is eligible to earn per Measurement Period is \$120,000. Notwithstanding anything in this Agreement to the contrary, in the event Customer’s Implant Product pricing changes during the Rebate Term, the Parties may execute a written amendment to the terms of this Rebate.

The term “**Stryker Procedure**” means a primary total hip or knee procedure (manual or robotic) performed at Customer’s facility that utilizes only Stryker implant products.

Eligibility Criteria	Rebate Amount
The number of Stryker Procedures performed by Customer during a particular consecutive twelve-month period (or part thereof) that is greater than the applicable Baseline Procedures. The term “Baseline Procedures” means the total number of Stryker Procedures performed by Customer during the twelve-month period preceding the Installation Date, which the Parties agree shall be 0.	Two-thousand five-hundred dollars (\$2,500) per Stryker Procedure performed and invoiced for during the current twelve-month period that are in excess of Baseline Procedures. By way of example, if Baseline Procedures is equal to zero (0) and Customer performs and is invoiced for five (5) Stryker Procedures during the current twelve month period, then Customer will earn a \$12,500 Rebate ((5 – 0)*\$2,500).

Payment. Rebates will be calculated following the end of each Measurement period, and shall be directed, at the election of Customer, to pay down the outstanding amounts owed on the purchase of Customer’s Equipment. If Customer’s earned rebate was less than the required payment obligation in a given Measurement Period, Customer shall be required to pay the remaining balance of the installment payment.

Reporting. Stryker will provide Customer with an invoice upon the initial sale of the Products stating that the sale may be subject to a later rebate. Following the end of each Measurement Period, Stryker will provide Customer with a report detailing each Product purchased by Customer during such Measurement Period, the amounts paid for such Products, and the aggregate amount of rebate earned. Customer will properly report prices paid for Product hereunder net of all discounts (including rebates and credits) as required by law or contract.