

# Board Meetings

## November 15, 2023 Regular Board of Directors Meeting

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

***AGENDA***  
**NORTHERN INYO HEALTHCARE DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING**

**November 15, 2023 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.

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

- c. Finance (Melissa Best-Baker)
- d. Compliance (vacant)
- B. Approval of Contract for Permanent CEO, Alison Murray, CHRO (*Board will consider the approval of the permanent CEO Contract*)
- C. Chief Executive Officer Report, Stephen DelRossi, Interim CEO (*Board will receive this report*)
  - a. Surgeons
  - b. Blue Shield
- D. Chief Financial Officer Report, Stephen DelRossi, Interim CEO
  - a. Financial & Statistical Reports (*Board will consider the approval of these reports*)
  - b. Revenue Cycle Update (*Board will receive this report*)
  - c. Cost Report and Audit update (*Board will receive this information*)
  - d. Automation and AI (*Board will receive this information*)
- E. District Board Resolution 23-07 Dissolution of Northern Inyo Health Non-Profit (*Board will consider approval of District Board Resolution 23-07*)
- F. Chief of Staff Report, Sierra Bourne MD:
  - a. Medical Staff Appointments (*Board will consider the approval of these Medical Staff Appointments*)
    - 1. Michael Lopez, MD (*anesthesiology*) – Courtesy Staff
  - b. Medical Staff Reappointments 2023-2024 (*Board will consider the approval of these Medical Staff Reappointments*)
    - 1. Theodore Rasoumoff, MD (*anesthesiology*) – Active Staff
    - 2. Carolyn Saba, MD (*anesthesiology*) – Courtesy Staff
  - c. Additional Privileges and Change in Staff Category (*Board will consider the approval of these additional privileges and change in staff category*)
    - 1. Christopher Rowan, MD (*cardiology*) – requesting full on-site privileges in Cardiology. Change in staff category from Telehealth Staff to Courtesy Staff.
  - d. Policies (*Board will consider the approval of these Policies and Procedures*)
    - 1. Administrative Closure of the Medical Record
    - 2. Medical Staff Department Policy – Pediatrics
  - e. Medical Executive Committee Report (*Board will receive this report*)

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***Consent Agenda***

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

5. Chief Nursing Officer/ Interim Chief Operating Officer Report *(Board will consider accepting this report)*
6. Chief Medical Officer Report *(Board will consider accepting this report)*
7. Compliance Department Quarterly Report *(Board will consider accepting this report)*
8. Department Reports *(Board will consider accepting these reports)*
9. Board of Director Bylaws *(Board will consider the approval of these bylaws)*
10. Approval of Policies and Procedures *(Board will consider the approval of these Policies and Procedures)*
  - a. Medicare Outpatient Observation Notice
  - b. Processing Returned Mail
  - c. Processing United States Postal Service Mail
  - d. Grant Program Activities
  - e. Funding Requests for NIH Foundation
  - f. Subpoena and Legal Summons for Workforce

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11. Reports from Board Members *(Board will provide this information)*
  12. Public comments on closed session items.
  13. Adjournment to Closed Session to/for:
  14. 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: October 31, 2023

Title: **APPROVAL OF AGREEMENT FOR EMPLOYMENT OF CHIEF EXECUTIVE OFFICER**

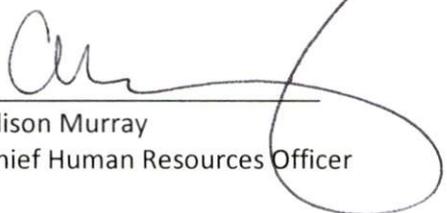
Synopsis: It is recommended that the Board of Directors approve the Agreement for Employment of Chief Executive Officer for Stephen DelRossi.

Negotiated Terms of the Agreement are as follows:

- Term: Three year term that begins on pay period beginning November 19, 2023
- Compensation: \$400,000 annual salary
- Benefits: Same as all District employees
- Severance: 3 month severance
- Scope: Must maintain Chief Financial Officer (CFO) position and duties until the position is filled. Note that Mr. DelRossi's salary will be maintained at \$400,000 annual once the CFO position has been filled.

This agreement has been reviewed and approved by legal as well as Compliance Officer, Patty Dickson.

Prepared and Approved by: \_\_\_\_\_

  
Alison Murray  
Chief Human Resources Officer

## **AGREEMENT FOR EMPLOYMENT OF CHIEF EXECUTIVE OFFICER**

This EMPLOYMENT AGREEMENT is made as of this 15 day of November, 2023, by and between STEPHEN DELROSSI (“DELROSSI”) and NORTHERN INYO HEALTHCARE DISTRICT (“DISTRICT”).

### **RECITALS**

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

B. DISTRICT owns and operates NORTHERN INYO HOSPITAL (“HOSPITAL”), an acute care licensed hospital facility, a Rural Health Clinic (1206(d)), and Northern Inyo Associates, which consists of multiple 1206(b) clinics, all located in Bishop, California.

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

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

### **AGREEMENT**

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

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

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

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

A. The initial term of employment shall be for a term of three (3) years beginning on November 19, 2023 (the “Effective Date”) and terminating at 5:00 pm on November 18, 2026. At all times, DELROSSI shall be an “at will” employee as provided in Section 32121(h) of the *California Health & Safety Code (“the CODE”)* and shall serve at the pleasure of the Board of Directors of the DISTRICT. DELROSSI acknowledges that “at will” employees may be terminated by the DISTRICT at any time, with or without cause and without notice or an opportunity to be heard regarding such employment decisions and all such employees may voluntarily terminate their employment at any time.

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

C. DELROSSI shall also be responsible for performing the duties of Chief Financial Officer (“CFO”) until such time as that position is filled.

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

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

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

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

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

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

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

5.3 This Agreement shall not be interpreted to prohibit DELROSSI from making personal investments or conducting private business affairs, so long as those activities do not materially or substantially interfere or compete in any way with the services required under this Agreement. DELROSSI shall not directly or indirectly, acquire, hold, or obtain any ownership of other financial interest in any business enterprise competing with a or similar in nature to the business of the DISTRICT or which may be in contravention of any conflict-of-interest code or

regulations adopted by any federal, state or local agency, prohibition, law, rule, regulation, or ordinance, including any conflict-of-interest code adopted by the DISTRICT.

## **6. Compensation and Benefits**

6.1. Base Salary and Additional Wages. As of the Effective Date, DELROSSI shall be paid an annual salary of Four Hundred Thousand Dollars (\$400,000) (“Base Salary”). Said sum shall be paid in equal installments structured, and on the same schedule as, pay periods for DISTRICT employees. DELROSSI is also expected to perform the duties of the CFO during the term of this Agreement and this Base Salary encompasses this expectation.

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

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

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

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

6.6. Continuing Education and Professional Activities. The DISTRICT encourages DELROSSI to participate in community functions, continuing education programs, seminars, and other gatherings of professional organizations. In connection herewith, the parties shall meet and confer on a periodic basis to enable DELROSSI to participate in a reasonable number of these activities, with reasonable tuition, attendance fees, travel and lodging costs being

paid by the DISTRICT. Benefits provided under this Paragraph shall include annual dues for membership in one Bishop service club.

**7. Performance Review.** At or near 90 days from the Effective Date, and thereafter at or near each annual anniversary date of employment, the Board of Directors shall conduct a performance review, including salary and compensation in light of his job performance and the DISTRICT's financial condition. The DISTRICT may, in the sole discretion of the Board of Directors, adjust salary and compensation by amounts and inclusion or exclusion of benefits as it deems appropriate. Any reduction in benefits must be similar to those suffered at or near the same time by managerial and other full-time supervisory employees of the DISTRICT. Nothing in this paragraph shall be construed to imply or infer an obligation on the part of DISTRICT to increase the salary of DELROSSI. The Board of Directors, in its sole and absolute discretion, may conduct such reviews and performance evaluations on a more frequent basis.

**8. Indemnification; Directors & Officers Insurance**

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

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

**9. Severance Compensation**

9.1 Termination by DISTRICT Without Cause; Pay in Lieu of Notice. In the event DELROSSI's employment is terminated by the DISTRICT for any reason other than: (1) "For Cause" (as defined in Section 9.4 below); or (2) due to the death of DELROSSI, DELROSSI will be offered the opportunity to return to his CFO position at compensation set by the DISTRICT. Should DELROSSI elect not to return to the CFO position, DISTRICT will pay to DELROSSI, subject to DELROSSI signing a full release in a form set forth in **Exhibit 2**, a lump sum severance pay equal to three months of DELROSSI's Base Salary ("Severance Pay"). The Severance Pay will be paid as specified in in Exhibit 2. Notwithstanding the foregoing, in no event during the term of this Agreement may Severance Pay exceed the number of months remaining of the term of the Agreement at the time of termination.

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

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

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

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

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

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

**12. Remedies.** Enforcement of any provisions of this Agreement shall be by proceedings at law or in equity against any person or entities violating or attempting to violate any promise, covenant, or condition contained herein, either to restrain violation, compel action, or to recover damages. Any and all remedies provided by this Agreement, operation of law, or

otherwise, shall be deemed to be cumulative, and the choice or implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided for herein, by operation of law, or otherwise.

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

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

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

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

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

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

**19. Attorney Representation.** This Agreement has been prepared by Irma Rodriguez Moisa, Atkinson, Andelson, Loya, Ruud & Romo, outside labor counsel of the DISTRICT. DELROSSI has been advised to seek the advice and counsel of his own legal counsel in reviewing and executing this Agreement. Legal counsel for the DISTRICT has not rendered any advice to DELROSSI in any matter or form whatsoever.



## **EXHIBIT 1**

### **Job Duties**

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

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

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

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

**SEPARATION AND RELEASE AGREEMENT**

This Separation and Release Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20XX by and between Northern Inyo Healthcare District (“Employer”) and STEPHEN DELROSSI, an individual (“Employee”).

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

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

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

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

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

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

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

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

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

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

unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified. Section 1542 provides:

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

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

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

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

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

F. Employee is informed hereby that he has seven (7) days following the date of execution of this Agreement in which to revoke the Agreement. and that the Agreement shall not become effective or enforceable until the seven (7) day revocation period expires. Notice of revocation must be made in writing and must be received by the EMPLOYER by sending a letter to Irma Rodriguez Moisa, Atkinson, Andelson, Loya, Ruud & Romo, 12800 Center Court Drive, Suite 300, Cerritos, CA 90703; Email [imoisa@aalrr.com](mailto:imoisa@aalrr.com); or by FAX (562) 653-3657.

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

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

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

entitled to seek specific performance of Employee's obligations under this paragraph and liquidated damages in the sum of \$10,000.

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

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

10. Complete Agreement/Modification. This instrument constitutes and contains the entire agreement and understanding concerning Employee's employment, the separation of that employment and the other subject matters addressed herein between the parties, and supersedes and replaces all prior or contemporaneous negotiations, representations, understandings and agreements, proposed or otherwise, whether written or oral, concerning the subject matters hereof.

This is an integrated document. This Agreement may be amended and modified only by a writing signed by Employer and Employee.

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

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

13. Gender Neutral. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa.

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

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

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

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

18. Complete Defense. This Agreement may be pled as a full and complete defense, and may be used as the basis for an injunction against any action, claim, suit, worker's compensation action or any other proceeding which may subsequently be instituted, prosecuted or

attempted, which is based in whole or in part upon any matter covered, related to or referred to in this Agreement.

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

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

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

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

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

**EMPLOYER:**

\_\_\_\_\_

\_\_\_\_\_

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

**EMPLOYEE:**

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

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

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

By \_\_\_\_\_

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

By \_\_\_\_\_

**WAIVER OF 21 DAY CONSIDERATION PERIOD**

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

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

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

\_\_\_\_\_  
STEPHEN DELROSSI, MSA

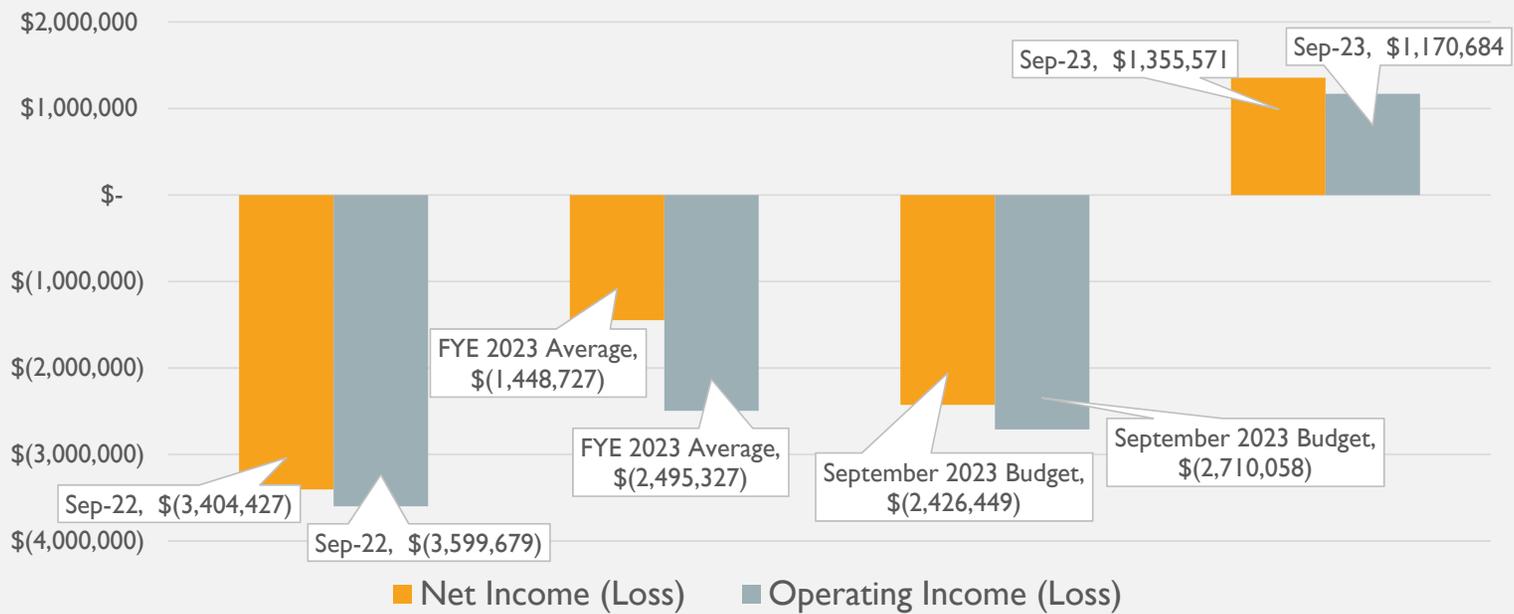


NORTHERN INYO HEALTHCARE DISTRICT  
*One Team. One Goal. Your Health.*

# NIHD FINANCIAL UPDATE

September 2023

# SEPTEMBER 2023 FINANCIAL PERFORMANCE



# KEY PERFORMANCE INDICATORS

## DAYS CASH ON HAND

Metric	September 2022	September 2023	% Change
Average Daily Expenses	\$335,255	\$326,369	-3%
Unrestricted Funds	\$24,595,951	\$20,664,355	-16%
Average Daily Cash (includes grants, IGT, and tax appropriations)	\$202,191	\$251,797	15%
Average Daily Net Cash	-133,064	-\$74,572	222%

## WAGE COSTS

Metric	YTD 2022	YTD 2023	% Change
Total FTEs	445	388	-13%
Salaries, Wages, Benefits (SWB) per Adjusted Patient Day (APD)	\$4,615	\$4,811	4%
Employed Average Hourly Rate	\$42.47	\$52.37	23%
Benefits % of Wages	63%	51%	-19%

## AUDIT UPDATE

- We anticipate finalizing audit in December

Northern Inyo Healthcare District  
Sept 2023 – Financial Summary

	CY	MONTH	PY	MONTH	BUDGET	Variance	Budget Variance	YTD	PY	YTD	BUDGET	Variance	Budget Variance	MOM % Variance	YOY % Variance	YTD Budget % Variance
Net Income (Loss)	1,355,571	(3,404,427)	(2,426,449)	4,759,998	3,782,020	1,642,676	(4,448,757)	(6,293,269)	6,091,433	7,935,945	7,935,945	-140%	-137%	-140%	-137%	-126%
Operating Income (Loss)	1,170,684	(1,001,537)	(2,710,058)	2,172,221	3,880,742	814,198	(4,990,958)	(7,158,916)	5,805,156	7,973,114	7,973,114	-217%	-116%	-217%	-116%	-111%

Income is favorable to prior year for September due to an increase in net revenue caused by an increase in volume for admissions, surgeries, ER visits, and RHC/clinic visits along with favorable payor collections (primarily outpatient Medicare) causing historical % to decrease 19% from September 2022

IP Gross Revenue	3,530,592	1,938,350	2,458,612	1,592,243	1,071,980	10,565,433	9,320,588	8,710,583	1,244,846	1,854,850	1,854,850	82%	13%	82%	13%	21%
OP Gross Revenue	12,209,645	11,643,340	11,425,360	566,305	784,285	40,703,211	35,737,538	37,019,158	4,965,673	3,684,053	3,684,053	5%	14%	5%	14%	10%
Clinic Gross Revenue	1,455,030	1,298,041	1,196,589	156,989	258,441	4,450,698	3,691,727	3,406,000	758,971	1,044,698	1,044,698	12%	21%	12%	21%	31%
Net Patient Revenue	11,716,740	6,792,798	8,736,485	4,923,942	2,980,255	29,685,079	23,848,317	28,466,281	5,836,762	1,218,798	1,218,798	72%	24%	72%	24%	4%
Cash Net Revenue % of Gross	68%	46%	58%	22%	10%	53%	49%	58%	4%	-5%	-5%					

Revenue is higher than last year and budget due to an increase in volume in admissions (driven by an increase in IP surgeries & deliveries), outpatient services including ED and OP surgeries, and clinic visits.

Admits (excl. Nursery)	67	56		11		188	195		(7)			20%	-4%			
IP Days	204	139		65		590	592		(2)			47%	0%			
IP Days (excl. Nursery)	177	130		47		523	528		(5)			36%	-1%			
Average Daily Census	5.71	4.33		1.38		5.68	5.74		(0)			32%	-1%			
ALOS	2.64	2.32		0.32		2.78	2.71		0			14%	3%			
Deliveries	17	8		9		45	41		4			113%	10%			
OP Visits	3,304	3,574		(270)		10,330	10,940		(610)			-8%	-6%			
RHC Visits	2,950	2,431		519		8,733	7,242		1,491			21%	21%			
NIA Clinic Visits	1,364	1,623		(259)		4,555	4,809		(254)			-16%	-5%			
Surgeries IP	25	6		19		66	65		1			317%	2%			
Surgeries OP	89	74		15		330	276		54			20%	20%			
Total Surgeries	114	80		34		396	341		55			43%	16%			
Diagnostic Imaging	1,955	2,045		(90)		6,237	6,164		73			-4%	1%			
Emergency Visits	886	772		114		2,709	2,445		264			15%	11%			
ED Admits	42	47		(5)		127	150		(23)			-11%	-15%			
ED Admits % of ED Visits	4.7%	6.1%		-1.4%		4.7%	6.1%		-1%			-23%	-23%			
Rehab	329	712		(383)		1,652	2,188		(536)			-54%	-24%			
Nursing Visits	247	244		3		789	804		(15)			1%	-2%			
Observation Hours	1,463	1,897		(434)		5,275	5,360		(85)			-23%	-2%			

Admissions increase due to an increase in deliveries and surgeries. RHC increased due to merger with Internal Medicine which occurred in late July along with an increase in volume. DI services are down due to less ER acuity. Rehab services are down due to a reduction in OT and discontinued speech (staffing challenges).

Payor mix																
Blue Cross	12.30%	17.30%		-5.00%		16.60%	23.13%		-6.53%							
Commercial	3.90%	5.80%		-1.90%		3.10%	5.74%		-2.64%							
Medicaid	30.90%	31.60%		-0.70%		20.80%	26.50%		-5.70%							
Medicare	50.00%	41.70%		8.30%		53.70%	42.60%		11.10%							
Self-pay	2.90%	3.60%		-0.70%		4.90%	2.03%		2.87%							
Workers' Comp	0.00%	0.00%		0.00%		0.90%	0.00%		0.90%							

DEDUCTIONS																
Contract Adjust	(4,068,387)	(6,082,559)	(8,140,555)	2,014,172	4,072,168	(21,618,401)	(19,576,388)	(26,522,549)	(2,042,013)	4,904,148	4,904,148	-33%	10%			-18%
Bad Debt	(625,969)	(1,268,812)	(297,965)	642,842	(328,004)	(2,583,532)	(3,934,655)	(971,866)	1,351,123	(1,611,666)	(1,611,666)	-51%	-34%			166%
Write-off	(784,171)	(739,907)	(297,965)	(44,264)	(486,206)	(1,833,717)	(1,835,419)	(971,866)	1,702	(861,851)	(861,851)	6%	0%			89%
Other	-	-	-	-	-	-	430,912	-	(430,912)	-	-			#DIV/0!		

Contractuals decreased due to change historical write-off % (primarily outpatient Medicare) declining 19% compared to Sept 2022 due to work being done in revenue cycle.

CENSUS																
Patient Days	177	130		47		523	528		(5)			36%	-1%			
Adjusted Days	994	1,067		(73)		3,112	3,096		16			-7%	1%			
Employed FTE	340	388		(48)		361	393		(32)			-12%	-8%			
Contract FTE	25	44		(19)		27	52		(25)			-44%	-48%			
Total FTE	365	432		(67)		388	445		(57)			-15%	-13%			
EPOB	1.84	2.83		(1)		1.82	1.96		(0)			-35%	-7%			
Adjusted EPOB	0.38	0.38		0.0		0.35	0.43		(0)			0%	-19%			

Decline in contract FTEs and total FTEs due to RIFs and staffing management.

DENIALS																
Denials \$200k less than 6-month average and \$2M less than December 2022 (baseline for RSM revenue cycle project)																

CHARITY  
Charity discounts were minimal (less than \$1k)

BAD DEBT																
Bad debt write offs were \$524k.																

CASH  
Cash deficit for August was \$1.6M due to low collections month. Average collects were \$8.6M monthly but dropped to \$7.5M for September. Returned to normal for October.

Northern Inyo Healthcare District  
Sept 2023 – Financial Summary

	CY MONTH	PY MONTH	BUDGET	PY Variance	Budget Variance	YTD	PY YTD	BUDGET	PY Variance	Budget Variance	MOM % Variance	YOY % Variance	YTD Budget % Variance
<b>SALARIES</b>													
Per Adjust Bed Day	\$ 4,077	\$ 2,405		\$ 1,672		\$ 3,195	\$ 2,499		\$ 696			70%	28%
Total Salaries	\$ 4,052,687	\$ 2,565,917	\$ 3,154,138	\$ 1,486,770	898,549	\$ 9,941,666	\$ 7,735,507	\$ 9,672,525	\$ 2,206,159	269,141		58%	29%
Normalized Salaries (incl PTO used)	\$ 4,052,687	\$ 2,885,806	\$ 3,154,138	\$ 1,166,881		\$ 9,941,666	\$ 8,781,941	\$ 9,672,525	\$ 1,159,725	269,141		40%	13%
Average Hourly Rate	\$ 67.24	\$ 42.01		\$ 25.23		\$ 52.37	\$ 42.47					60%	0%
Employed FTEs	340.25	387.83		(47.58)		361.11	393.34						

July & August PTO usage is included in total salaries for September 2023 causing year-over-year increase. YTD is only up 3% which is due to merits offsetting reductions of FTEs

<b>BENEFITS</b>													
Per Adjust Bed Day	\$ 1,520	\$ 1,985		\$ (465)		\$ 1,616	\$ 2,117		\$ (500)			-23%	-24%
Total Benefits	\$ 1,510,474	\$ 2,117,604	\$ 1,880,532	\$ (607,130)	(370,058)	\$ 5,030,475	\$ 6,553,793	\$ 5,884,275	\$ (1,523,318)	(853,800)		-29%	-23%
Benefits % of Wages	37%	83%		-45%								#DIV/0!	
Pension Expense	\$ 391,794	\$ 861,332	\$ 747,250	\$ (469,538)	(355,456)	\$ 1,395,520	\$ 2,639,581	\$ 2,312,617	\$ (1,244,061)	(917,097)		-55%	-47%
MDV Expense	\$ 1,665,275	\$ 686,143	\$ 512,577	\$ 979,132	1,152,698	\$ 2,748,178	\$ 2,070,743	\$ 1,622,770	\$ 677,435	1,125,408		143%	33%
Payroll Taxes & WC Insurance	\$ 300,526	\$ 314,044		\$ (13,518)		\$ 977,348	\$ 984,276		\$ (6,927)			-4%	-1%
PTO Incurred	\$ -	\$ 319,889		\$ (319,889)		\$ -	\$ 1,046,434		\$ (1,046,434)			-100%	-100%
PTO Accrued	\$ (847,121)	\$ (63,804)		\$ (783,317)		\$ (90,571)	\$ (187,240)		\$ 96,669			1228%	-52%
Normalized Benefits	\$ 1,510,474	\$ 1,797,715		\$ (287,241)		\$ 5,030,475	\$ 5,507,359		\$ (476,884)			-16%	-9%
Normalized Benefits % of Wages	37%	62%		-25%		51%	63%						

Benefits at a % of Wages are down due to reduced pension along with Sept have more salaries (due to PTO usage accounting change from benefits to salaries). MDV increased due to balance sheet clean-up for both prepaids and liabilities

<b>Salaries, Wages &amp; Benefits</b>	\$ 5,563,161	\$ 4,683,521	\$ 5,034,670	\$ 879,640	528,491	\$ 14,972,141	\$ 14,289,300	\$ 15,556,800	\$ 682,841	(584,659)		19%	5%
<b>SWB/APD</b>	\$ 5,597	\$ 4,389		\$ 1,207		\$ 4,811	\$ 4,615		\$ 196			28%	4%

Balance sheet true-ups (prepaids and liabilities) were made in current month causing increase in September to MDV expenses and SWB. Total YTD SWB is up 5% due to merits.

<b>PROFESSIONAL FEES</b>													
Per Adjust Bed Day	\$ 3,213	\$ 3,292		\$ (79)	3,213	\$ 2,658	\$ 2,719		\$ (62)	\$ 2,719		-2%	-2%
Total Physician Fee	\$ 1,345,973	\$ 1,251,409	\$ 1,022,103	\$ 94,564	323,870	\$ 4,096,370	\$ 3,683,372	\$ 3,085,403	\$ 412,998	\$ 597,969		8%	11%
Total Contract Labor	\$ 700,581	\$ 1,544,246	\$ 424,884	\$ (843,665)	275,697	\$ 1,628,742	\$ 2,904,517	\$ 1,339,692	\$ (1,275,775)	\$ 1,564,825		-55%	-44%
Total Other Pro-Fees	\$ 1,147,188	\$ 717,395	\$ 560,601	\$ 429,793	586,587	\$ 2,545,103	\$ 1,831,151	\$ 1,855,493	\$ 713,952	\$ (24,342)		60%	39%
Total Professional Fees	\$ 3,193,742	\$ 3,513,050	\$ 2,007,588	\$ (319,308)	1,186,154	\$ 8,270,215	\$ 8,419,040	\$ 6,280,588	\$ (148,825)	\$ 2,138,452		-9%	-2%
Contract FTEs	32.77	49.84		(17.07)			51.78					-34%	0%

Physician expense increase due to anesthesia expenses and added urology. Contract labor reductions have occurred and is being limited to essential personnel.

<b>PHARMACY</b>													
Per Adjust Bed Day	\$ 382	\$ 51		\$ 331		\$ 459	\$ 303		\$ 156			652%	52%
Total Rx Expense	\$ 379,562	\$ 54,166	\$ 345,771	\$ 325,396	33,791	\$ 1,428,201	\$ 937,424	\$ 1,081,911	\$ 490,777	346,290		601%	52%

Prior year was under-accrued due to accountings not completing full month end trend accruals

<b>MEDICAL SUPPLIES</b>													
Per Adjust Bed Day	\$ 378	\$ 542		\$ (164)		\$ 442	\$ 382		\$ 60			-30%	16%
Total Medical Supplies	\$ 375,431	\$ 578,033	\$ 365,224	\$ (202,602)	10,207	\$ 1,377,049	\$ 1,184,006	\$ 1,106,048	\$ 193,043	271,001		-35%	16%

Prior year was over-stated due to accounting not accruing properly so invoices for multiple months hit in September of last year

<b>EHR SYSTEM</b>													
Per Adjust Bed Day	\$ 9	\$ 207		\$ (198)		\$ 88	\$ 180		\$ (92)			-96%	-51%
Total EHR Expense	\$ 8,890	\$ 220,408	\$ 151,595	\$ (211,518)	(142,705)	\$ 275,086	\$ 558,740	\$ 454,785	\$ (283,654)	(179,699)		-96%	-51%

Accrual corrections made this month causing expense to be low

<b>OTHER EXPENSE</b>													
Per Adjust Bed Day	\$ 703	\$ 945		\$ (242)		\$ 755	\$ 796		\$ (41)			-26%	-5%
Total Other	\$ 698,794	\$ 1,008,473	\$ 780,197	\$ (309,679)	(81,403)	\$ 2,350,734	\$ 2,465,698	\$ 2,240,981	\$ (114,964)	109,753		-31%	-5%

Expense consistent with prior year

<b>DEPRECIATION AND AMORTIZATION</b>													
Per Adjust Bed Day	\$ 328	\$ 314		\$ 15		\$ 313	\$ 318		\$ (5)			5%	-1%
Total Depreciation and Amortization	\$ 326,475	\$ 334,828	\$ 369,089	\$ (8,353)	(42,614)	\$ 975,605	\$ 985,068	\$ 1,107,264	\$ (9,463)	(131,659)		-2%	-1%

Total dollar consistent with run-rate.

<b>Total Expenses</b>	\$ 10,546,055	\$ 10,392,479	\$ 9,182,409	\$ 153,576		\$ 29,649,031	\$ 28,839,276	\$ 28,213,341	\$ 809,755	1,435,690		1%	3%
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**Northern Inyo Healthcare District**  
**Income Statement**  
**Fiscal Year 2024**

	7/31/2023	7/31/2022	8/31/2023	8/31/2022	9/30/2023	9/30/2022	2024 YTD	2023 YTD	YOY Change
<b>Gross Patient Service Revenue</b>									
Inpatient Patient Revenue	3,306,704	3,986,305	3,728,137	3,395,933	3,530,592	1,938,350	10,565,433	9,320,588	1,592,243
Outpatient Revenue	13,693,264	11,474,649	14,800,302	12,619,549	12,209,645	11,643,340	40,703,211	35,737,538	566,305
Clinic Revenue	1,274,341	1,112,050	1,721,328	1,281,637	1,455,030	1,298,041	4,450,698	3,691,727	156,989
<b>Gross Patient Service Revenue</b>	<b>18,274,309</b>	<b>16,573,004</b>	<b>20,249,767</b>	<b>17,297,119</b>	<b>17,195,267</b>	<b>14,879,730</b>	<b>55,719,343</b>	<b>48,749,853</b>	<b>2,315,537</b>
<b>Deductions from Revenue</b>									
Contractual Adjustments	(8,174,338)	(6,172,708)	(9,375,676)	(7,321,120)	(4,068,387)	(6,082,559)	(21,618,401)	(19,576,388)	2,014,172
Bad Debt	(1,040,036)	(1,834,762)	(917,527)	(831,081)	(625,969)	(1,268,812)	(2,583,532)	(3,934,655)	642,842
A/R Writeoffs	(330,815)	(378,045)	(718,732)	(717,468)	(784,171)	(739,907)	(1,833,717)	(1,835,419)	(44,264)
Other Deductions from Revenue	-	497,912	-	(67,000)	-	-	-	430,912	-
<b>Deductions from Revenue</b>	<b>(9,545,189)</b>	<b>(7,887,603)</b>	<b>(11,011,935)</b>	<b>(8,936,670)</b>	<b>(5,478,527)</b>	<b>(8,091,278)</b>	<b>(26,035,651)</b>	<b>(24,915,551)</b>	<b>2,612,750</b>
<b>Other Patient Revenue</b>									
Incentive Income	-	-	-	-	-	-	-	-	-
Other Oper Rev - Rehab Thera Serv	1,387	5,303	-	4,367	-	4,346	1,387	14,015	(4,346)
Medical Office Net Revenue	-	-	-	-	-	-	-	-	-
Other Patient Revenue	1,387	5,303	-	4,367	-	4,346	1,387	14,015	(4,346)
<b>Net Patient Service Revenue</b>	<b>8,730,507</b>	<b>8,690,703</b>	<b>9,237,833</b>	<b>8,364,816</b>	<b>11,716,740</b>	<b>6,792,798</b>	<b>29,685,079</b>	<b>23,848,317</b>	<b>4,923,942</b>
<b>CNR%</b>	<b>48%</b>	<b>52%</b>	<b>46%</b>	<b>48%</b>	<b>68%</b>	<b>46%</b>	<b>53%</b>	<b>49%</b>	<b>-3%</b>
<b>Cost of Services - Direct</b>									
Salaries and Wages	2,446,627	2,175,027	2,580,857	2,269,022	3,511,439	2,195,439	8,538,922	6,639,487	1,316,000
Benefits	1,776,636	2,008,070	1,244,252	1,759,698	1,284,353	1,801,034	4,305,241	5,568,802	(516,681)
Professional Fees	1,751,172	1,381,538	1,919,787	1,438,889	1,825,852	1,650,775	5,496,811	4,471,202	175,077
Contract Labor	225,464	655,016	572,961	622,813	657,327	1,451,288	1,455,752	2,729,116	(793,961)
Pharmacy	392,685	211,326	655,955	671,932	379,562	54,166	1,428,201	937,424	325,396
Medical Supplies	393,315	315,752	608,302	290,221	375,431	578,033	1,377,049	1,184,006	(202,601)
Hospice Operations	-	-	-	-	-	-	-	-	-
EHR System Expense	136,392	107,979	129,805	230,353	8,890	220,408	275,086	558,740	(211,518)
Other Direct Expenses	620,496	546,374	659,948	667,228	569,841	808,934	1,850,285	2,022,536	(239,094)
<b>Total Cost of Services - Direct</b>	<b>7,742,787</b>	<b>7,401,082</b>	<b>8,371,866</b>	<b>7,950,156</b>	<b>8,612,694</b>	<b>8,760,076</b>	<b>24,727,347</b>	<b>24,111,314</b>	<b>(147,382)</b>
<b>General and Administrative Overhead</b>									
Salaries and Wages	441,653	360,265	419,843	365,276	541,249	370,478	1,402,744	1,096,019	170,770
Benefits	320,415	356,264	178,697	312,157	226,122	316,570	725,234	984,991	(90,448)
Professional Fees	243,596	535,217	233,758	190,076	667,309	318,029	1,144,662	1,043,321	349,280
Contract Labor	72,918	30,218	56,818	52,224	43,254	92,958	172,990	175,400	(49,704)
Depreciation and Amortization	324,565	318,087	324,565	332,153	326,475	334,828	975,605	985,068	(8,353)
Other Administrative Expenses	175,162	79,314	196,334	164,310	128,953	199,538	500,449	443,162	(70,585)
<b>Total General and Administrative Overhead</b>	<b>1,578,308</b>	<b>1,679,363</b>	<b>1,410,015</b>	<b>1,416,196</b>	<b>1,933,362</b>	<b>1,632,402</b>	<b>4,921,684</b>	<b>4,727,961</b>	<b>300,960</b>
<b>Total Expenses</b>	<b>9,321,095</b>	<b>9,080,446</b>	<b>9,781,881</b>	<b>9,366,352</b>	<b>10,546,056</b>	<b>10,392,477</b>	<b>29,649,032</b>	<b>28,839,275</b>	<b>153,578</b>
Financing Expense	180,370	183,196	178,594	182,350	177,359	180,796	536,322	546,342	(3,437)
Financing Income	228,125	64,203	228,125	431,229	228,125	247,716	684,374	743,147	(19,591)
Investment Income	60,924	74,115	52,333	23,389	61,899	(18,154)	175,157	79,351	80,053
Miscellaneous Income	140,406	484,508	292,643	(364,949)	72,221	146,486	505,270	266,045	(74,265)
<b>Net Income (Change is Financial Position)</b>	<b>(341,503)</b>	<b>49,888</b>	<b>(149,542)</b>	<b>(1,094,218)</b>	<b>1,355,571</b>	<b>(3,404,427)</b>	<b>864,526</b>	<b>(4,448,757)</b>	<b>4,759,998</b>
Operating Income	(590,588)	(389,742)	(544,049)	(1,001,537)	1,170,684	(3,599,679)	36,047	(4,990,958)	4,770,363
Net Profit Margin	-3.9%	0.6%	-1.6%	-13.1%	11.6%	-50.1%	2.9%	-18.7%	11.5%
Operating Margin	-6.8%	-4.5%	-5.9%	-12.0%	10.0%	-53.0%	0.1%	-20.9%	6.1%

Northern Inyo Healthcare District  
Balance Sheet  
Fiscal Year 2024

	Prior Year Balances	7/31/2023	7/31/2022	8/31/2023	8/31/2022	9/30/2023	9/30/2022	YOY Change
<b>Assets</b>								
<b>Current Assets</b>								
Cash and Liquid Capital	19,390,555	19,768,284	8,260,905	18,008,863	9,033,146	18,771,541	7,095,805	11,675,737
Short Term Investments	10,497,077	10,513,789	24,254,218	10,555,533	24,248,339	10,555,533	21,741,818	(11,186,285)
PMA Partnership	-	-	-	-	-	-	-	-
Accounts Receivable, Net of Allowance	9,351,360	13,605,084	22,573,731	13,668,526	22,319,458	15,119,591	22,244,291	(7,124,700)
Other Receivables	5,711,717	66,067	3,628,324	321,629	3,799,364	794,581	4,862,660	(4,068,079)
Inventory	5,159,474	5,120,179	3,116,641	5,099,597	3,111,028	5,155,489	3,075,988	2,079,501
Prepaid Expenses	1,694,180	2,321,465	1,466,831	2,821,462	1,431,968	2,326,052	1,332,692	993,360
<b>Total Current Assets</b>	<b>51,804,362</b>	<b>51,394,868</b>	<b>63,300,650</b>	<b>50,475,610</b>	<b>63,943,304</b>	<b>52,722,787</b>	<b>60,353,254</b>	<b>(7,630,467)</b>
<b>Assets Limited as to Use</b>								
Internally Designated for Capital Acquisitions	-	-	-	-	-	-	-	-
Short Term - Restricted	1,466,355	1,466,418	2,044,212	1,466,541	2,044,299	1,466,663	2,044,383	(577,720)
Limited Use Assets	-	-	-	-	-	-	-	-
LAIF - DC Pension Board Restricted	798,218	870,163	747,613	828,419	753,493	828,419	760,014	68,406
Other Patient Revenue	19,296,858	13,076,830	19,296,858	13,076,830	19,296,858	13,076,830	19,296,858	(6,220,028)
PEPRA - Deferred Outflows	-	-	-	-	-	-	-	-
PEPRA Pension	-	-	-	-	-	-	-	-
Total Limited Use Assets	20,095,076	13,946,993	20,044,471	13,905,249	20,050,351	13,905,249	20,056,872	(6,151,622)
Revenue Bonds Held by a Trustee	1,078,189	918,195	1,105,984	912,490	1,100,247	752,501	1,090,633	(338,132)
<b>Total Assets Limited as to Use</b>	<b>22,639,619</b>	<b>16,331,607</b>	<b>23,194,667</b>	<b>16,284,281</b>	<b>23,194,897</b>	<b>16,124,414</b>	<b>23,191,888</b>	<b>(7,067,474)</b>
<b>Long Term Assets</b>								
Long Term Investment	2,767,655	2,776,508	2,274,959	2,783,284	2,777,201	2,790,423	2,741,517	48,906
Fixed Assets, Net of Depreciation	77,430,543	77,207,398	76,799,479	77,751,338	76,624,374	77,428,005	76,931,213	496,793
<b>Total Long Term Assets</b>	<b>80,198,197</b>	<b>79,983,907</b>	<b>79,074,438</b>	<b>80,534,623</b>	<b>79,401,575</b>	<b>80,218,428</b>	<b>79,672,730</b>	<b>545,698</b>
<b>Total Assets</b>	<b>154,642,179</b>	<b>147,710,381</b>	<b>165,569,755</b>	<b>147,294,513</b>	<b>166,539,776</b>	<b>149,065,629</b>	<b>163,217,871</b>	<b>(14,152,243)</b>
<b>Liabilities</b>								
<b>Current Liabilities</b>								
Current Maturities of Long-Term Debt	822,049	825,158	2,575,534	798,370	2,549,958	801,314	2,524,301	(1,722,988)
Accounts Payable	7,768,116	7,062,903	5,058,837	6,750,705	6,469,871	6,935,344	6,569,826	365,518
Accrued Payroll and Related	10,634,804	11,742,012	6,269,082	11,656,151	7,183,582	12,664,513	6,976,334	5,688,180
Accrued Interest and Sales Tax	93,155	169,971	145,639	244,123	252,061	96,606	321,777	(225,171)
Notes Payable	1,633,671	1,633,708	2,133,708	1,633,708	2,133,708	1,633,708	2,133,708	(500,000)
Unearned Revenue	(4,542)	(4,542)	1,160,535	(4,542)	468,063	(4,542)	468,063	(472,605)
Due to 3rd Party Payors	693,247	693,247	693,247	693,247	693,247	693,247	693,247	-
Due to Specific Purpose Funds	-	-	-	-	-	-	-	-
Other Deferred Credits - Pension	2,146,080	1,873,995	2,146,080	1,873,995	2,146,080	1,873,995	2,146,080	(272,085)
<b>Total Current Liabilities</b>	<b>23,786,581</b>	<b>23,996,452</b>	<b>20,182,661</b>	<b>23,645,757</b>	<b>21,896,570</b>	<b>24,694,185</b>	<b>21,833,337</b>	<b>2,860,849</b>
<b>Long Term Liabilities</b>								
Long Term Debt	33,455,530	33,455,530	33,455,947	33,455,530	33,455,947	32,730,530	33,455,947	(725,417)
Bond Premium	203,263	200,126	237,771	196,989	234,634	193,852	231,497	(37,645)
Accreted Interest	17,123,745	17,218,877	16,820,264	17,314,009	16,915,399	17,409,141	17,010,533	398,608
Other Non-Current Liability - Pension	50,366,473	47,257,663	47,950,740	47,257,663	47,950,740	47,257,663	47,950,740	(693,077)
<b>Total Long Term Liabilities</b>	<b>101,149,011</b>	<b>98,132,196</b>	<b>98,464,722</b>	<b>98,224,191</b>	<b>98,556,720</b>	<b>97,591,186</b>	<b>98,648,717</b>	<b>(1,057,531)</b>
Suspense Liabilities	-	-	-	-	-	-	-	-
Uncategorized Liabilities	649,721	44,693	451,476	36,944	709,722	36,944	763,396	(726,451)
<b>Total Liabilities</b>	<b>125,585,313</b>	<b>122,173,341</b>	<b>119,098,859</b>	<b>121,906,892</b>	<b>121,163,011</b>	<b>122,322,315</b>	<b>121,245,449</b>	<b>1,076,866</b>
<b>Fund Balance</b>								
Fund Balance	43,831,306	23,268,194	43,831,306	23,268,194	43,831,306	23,268,194	43,831,306	(20,563,113)
Temporarily Restricted	2,610,286	2,610,349	2,589,701	2,610,472	2,589,789	2,610,594	2,589,873	20,721
Net Income	(17,384,726)	(341,503)	49,888	(491,045)	(1,044,330)	864,526	(4,448,757)	5,313,283
<b>Total Fund Balance</b>	<b>29,056,866</b>	<b>25,537,040</b>	<b>46,470,896</b>	<b>25,387,621</b>	<b>45,376,765</b>	<b>26,743,313</b>	<b>41,972,422</b>	<b>(15,229,109)</b>
<b>Liabilities + Fund Balance</b>	<b>154,642,179</b>	<b>147,710,381</b>	<b>165,569,755</b>	<b>147,294,513</b>	<b>166,539,776</b>	<b>149,065,629</b>	<b>163,217,871</b>	<b>(14,152,243)</b>
(Decline)/Gain	-	(6,931,798)	(1,743,492)	(415,868)	970,022	1,771,115	(3,321,905)	5,093,020

**Northern Inyo Healthcare District**

**Statement of Cash Flows**

**Fiscal Year 2024**

**Operating Activities**

Receipts from and on behalf of patients (per bank account)	\$ 23,911,505
Payments to suppliers, contractors, and employees	\$ (33,496,657)
Other receipts and payments, net	\$ 505,270
<b>Net Cash from Operating Activities</b>	<b>\$ (9,079,882)</b>

**Noncapital Financing Activities**

Noncapital contributions (and grants)	\$ -
Property taxes received	\$ 684,374
Reduction of CMS advance	\$ -
Other	\$ -
<b>Net Cash from Noncapital Financing Activities</b>	<b>\$ 684,374</b>

**Capital and Capital Related Financing Activities**

Principal payments on long-term debt	\$ (763,062)
Interest Paid	\$ (536,322)
Purchase and construction of capital assets	\$ 2,537
Property Taxes Received	\$ -
<b>Net Cash used for Capital and Capital Related Financing Activities</b>	<b>\$ (1,296,847)</b>

**Investing Activities**

Investment income	\$ 175,157
<b>Net Cash from Investing Activities</b>	<b>\$ 175,157</b>

**Net Change in Cash and Cash Equivalents** \$ (9,517,198)

Cash and Cash Equivalents, Beginning of Year \$ 30,241,133

**Cash and Cash Equivalents, YTD 2024** **\$ 20,723,934**

**Northern Inyo Healthcare District**  
**Long-Term Debt Service Coverage Ratio**  
**FYE 2024**

Calculation method agrees to SECOND and THIRD SUPPLEMENTAL INDENTURE OF TRUST 2021 Bonds Indenture

**Long-Term Debt Service Coverage Ratio Calculation**

<u>Numerator:</u>	<b>HOSPITAL FUND ONLY</b>
Excess of revenues over expense	\$ 180,152
+ Depreciation Expense	975,605
+ Interest Expense	536,322
Less GO Property Tax revenue	684,374
Less GO Interest Expense	132,161
<i>2013 and 2021 Indenture)</i>	<b>\$ 2,508,614</b>

Other Patient Revenue

<u>Denominator:</u>	
<b>3rd Supplemental Indenture of Trust)</b>	
2021A Revenue Bonds	\$ 112,700
2021B Revenue Bonds	905,057
2009 GO Bonds (Fully Accreted Value)	
2016 GO Bonds	
Financed purchases and other loans	1,704,252
<b>Total Maximum Annual Debt Service</b>	<b>\$ 2,722,009</b>

Ratio: (numerator / denominator) **0.92**

Required Debt Service Coverage Ratio: 1.10

In Compliance? (Y/N) **No**

**Unrestricted Funds and Days Cash on Hand**

	<b>HOSPITAL FUND ONLY</b>
Cash and Investments-current	\$ 20,723,934
Cash and Investments-non current	2,790,423
Sub-total	23,514,357
Less - Restricted:	
PRF and grants (Unearned Revenue)	-
Held with bond fiscal agent	(752,501)
Building and Nursing Fund	(1,466,663)
<b>Total Unrestricted Funds</b>	<b>\$ 21,295,193</b>

Total Operating Expenses	\$ 29,649,032
Less Depreciation	975,605
Net Expenses	28,673,427
Average Daily Operating Expense	\$ 311,668

Days Cash on Hand **68**

Key Financial Performance Indicators	Industry Benchmark	FYE 2023					Variance to		Variance to		Reduction Target	Comment
		Sep-22	Average	Jul-23	Aug-23	Sep-23	Prior Month	2023 Average	Prior Year Month	Variance to Benchmark		
<b>Volume</b>												
Admits	41	56	68	64	57	67	10	(1)	11	26	Mammoth monthly average in 2022 per HCAI	
Adjusted Patient Days	n/a	998	984	951	945	862	(83)	(122)	(136)	n/a		
Total Surgeries	153	80	120	134	148	114	(34)	(6)	34	(39)	Mammoth monthly average in 2022 per HCAI	
ER Visits	659	772	810	925	899	885	(14)	75	113	226	Mammoth monthly average in 2022 per HCAI	
RHC and Clinic Visits	n/a	4,054	4,353	3,875	5,099	4,314	(785)	(39)	260	n/a		
Diagnostic Imaging Services	n/a	2,045	2,020	2,108	2,174	1,955	(219)	(65)	(90)	n/a		
Rehab Services	n/a	712	762	661	662	329	(333)	(433)	(383)	n/a		
<b>AR &amp; Income</b>												
Gross AR (Cerner only)	n/a	\$ 52,630,796	\$ 53,638,580	\$ 51,928,721	\$ 50,613,728	\$ 51,259,303	\$ 645,575	\$ (2,379,277)	\$ (1,371,493)	n/a		
AR > 90 Days	\$ 7,688,895.45	\$ 22,918,050	\$ 23,440,542	\$ 23,660,417	\$ 23,784,037	\$ 23,867,624	\$ 83,587	\$ 427,082	\$ 949,574	\$ 16,178,729	(16,178,729) 15% of gross AR is benchmark	
AR % > 90 Days	15%	43.5%	45.3%	45.84%	46.59%	46.19%	-0.4%	0.9%	2.6%	31.2%	Industry average	
AR Days	45.00	91.35	90.52	85.93	84.50	84.50	(1.43)	(6.85)	85	39.50	Industry average	
Net AR	n/a	\$ 22,244,291	\$ 17,800,084	\$ 13,605,084	\$ 13,668,526	\$ 15,119,591	\$ 1,451,066	\$ (2,680,492)	\$ (7,124,700)	n/a		
Net AR % of Gross	n/a	42.3%	33.1%	26.2%	27.0%	29.5%	2.5%	-3.6%	-12.8%	n/a		
Gross Patient Revenue/Calendar Day	n/a	\$ 495,991	\$ 546,652	\$ 589,494	\$ 653,218	\$ 573,176	\$ (80,043)	\$ 26,524	\$ 77,185	n/a		
Net Patient Revenue/Calendar Day	n/a	\$ 226,427	\$ 243,317	\$ 281,629	\$ 297,995	\$ 377,959	\$ 79,965	\$ 134,643	\$ 151,533	n/a		
Net Patient Revenue/APD	n/a	\$ 6,806	\$ 7,622	\$ 9,180	\$ 9,775	\$ 13,593	\$ 3,817	\$ 5,971	\$ 6,786	n/a		
<b>Wages</b>												
Wages	n/a	\$ 2,885,806	\$ 3,281,173	\$ 3,246,211	\$ 3,393,123	\$ 4,052,687	\$ 659,564	\$ 771,514	\$ 1,166,881	n/a		
Employed paid FTEs	n/a	387.83	384.63	367.95	366.19	340.25	(25.94)	(44.38)	(47.58)	n/a		
Employed Average Hourly Rate	\$ 38.00	\$ 43.41	\$ 48.51	\$ 49.80	\$ 52.31	\$ 69.48	\$ 17.17	\$ 20.97	\$ 26.08	\$ 31.48	According to California Hospital Association data	
Benefits	n/a	\$ 1,797,715	\$ 1,907,194	\$ 1,782,070	\$ 1,030,526	\$ 1,510,474	\$ 479,948	\$ (396,720)	\$ (287,241)	n/a		
Benefits % of Wages	30%	62.3%	58.7%	54.9%	30.4%	37.3%	6.9%	-21.4%	-25.0%	7.3%	(129,573) Industry average	
Contract Labor	n/a	\$ 1,544,426	\$ 808,284	\$ 493,990	\$ 629,779	\$ 700,581	\$ 70,802	\$ (107,703)	\$ (843,845)	n/a		
Contract Labor FTEs	n/a	44.19	40.27	31.42	24.01	24.82	0.81	(15.45)	(19.37)	n/a		
Total FTEs	n/a	432.02	424.90	399.37	390.20	365.07	(25.13)	(59.83)	(66.95)	n/a		
Contract Labor Average Hourly Rate	\$ 81.04	\$ 203.87	\$ 112.84	\$ 88.75	\$ 148.07	\$ 164.65	\$ 16.58	\$ 51.81	\$ (39.22)	\$ 83.61	Per zip recruiter as of August 2023 for California, higher range is benchmark	
Total Salaries, Wages, & Benefits	n/a	\$ 6,227,947	\$ 5,996,651	\$ 5,522,271	\$ 5,053,428	\$ 6,263,742	\$ 1,210,314	\$ 267,091	\$ 35,795	n/a		
SWB% of NR	50%	91.7%	79.8%	63.3%	54.7%	53.5%	-1.2%	-26.3%	-38.2%	\$ (216,711)	Per Becker Healthcare, max should be 50%	
SWB/APD	2,903	\$ 6,240	\$ 5,935	\$ 5,807	\$ 5,348	\$ 7,267	\$ 1,919	\$ 1,332	\$ 1,026	n/a	Industry average	
SWB % of total expenses		68.6%	66.0%	58.7%	51.7%	59.4%	7.7%	-6.6%	-9.2%	n/a		
<b>Physician Spend</b>												
Physician Expenses	n/a	\$ 1,282,945	\$ 1,400,634	\$ 1,369,822	\$ 1,536,036	\$ 1,424,804	\$ (111,232)	\$ 24,170	\$ 141,859	n/a		
Physician expenses/APD	n/a	\$ 1,286	\$ 1,451	\$ 1,440	\$ 1,625	\$ 1,653	\$ 27	\$ 202	\$ 367	n/a		
<b>Supplies</b>												
Supply Expenses	n/a	\$ 632,198	\$ 544,557	\$ 786,000	\$ 1,264,257	\$ 754,993	\$ (509,264)	\$ 210,436	\$ 122,795	n/a		
Supply expenses/APD	n/a	\$ 633	\$ 579	\$ 826	\$ 1,338	\$ 876	\$ (462)	\$ 297	\$ 242	n/a		
<b>Other Expenses</b>												
Other Expenses	n/a	\$ 937,355	\$ 1,138,604	\$ 1,724,605	\$ 1,928,160	\$ 2,102,517	\$ 174,357	\$ 963,913	\$ 1,165,162	n/a		
Other Expenses/APD	n/a	\$ 939	\$ 1,178	\$ 1,813	\$ 2,040	\$ 2,439	\$ 399	\$ 1,262	\$ 1,500	n/a		
<b>Margin</b>												
Net Income	n/a	\$ (3,404,427)	\$ (1,448,727)	\$ (341,503)	\$ (149,542)	\$ 1,355,571	\$ 1,505,113	\$ 2,804,298	\$ 4,759,998	n/a		
Net Profit Margin	n/a	-50.1%	-20.8%	-3.9%	-1.6%	11.6%	13.2%	32.4%	61.7%	n/a		
Operating Income	n/a	\$ (3,599,679)	\$ (2,495,327)	\$ (590,588)	\$ (544,049)	\$ 1,170,684	\$ 1,714,733	\$ 3,666,011	\$ 4,770,363	n/a		
Operating Margin	2.9%	-53.0%	-33.0%	-6.8%	-5.9%	10.0%	15.9%	43.0%	63.0%	7.1%	Per Kaufman Hall September National Hospital Flash	
<b>Cash</b>												
Avg Daily Expenses	n/a	\$ 335,255	\$ 314,618	\$ 292,272	\$ 274,762	\$ 326,369	\$ 51,607	\$ 11,751	\$ (8,886)	n/a	\$ (74,572)	
Unrestricted Funds	n/a	\$ 24,595,951	\$ 25,069,144	\$ 29,673,700	\$ 22,867,212	\$ 20,664,355	\$ (2,202,857)	\$ (4,404,789)	\$ (3,931,596)	n/a		
Average Daily Cash Collections	n/a	\$ 202,191	\$ 340,919	\$ 265,554	\$ 306,137	\$ 251,797	\$ (54,340)	\$ (89,122)	\$ 49,606	n/a	\$ 74,572	
Average Daily Net Cash	n/a	\$ (133,064)	\$ 26,301	\$ (26,718)	\$ 31,375	\$ (74,572)	\$ (105,947)	\$ (100,873)	\$ 58,492	n/a	\$ 74,572	

**NORTHERN INYO HEALTHCARE DISTRICT  
Resolution for the dissolution of Northern Inyo Health**

Date: November 15, 2023

Title: **Resolution 23-07 Dissolution of Northern Inyo Health**

Synopsis: Resolution 23-07 is authorization for dissolution of Northern Inyo Health, a nonprofit public benefit corporation, incorporated in October 2019. The original intent for the nonprofit was to "own a supplier of durable medical equipment...to benefit District residents or supporting the healthcare activities of the Northern Inyo Hospital in furtherance of this corporation's charitable purposes." This nonprofit was never registered, never obtained a durable medical equipment license or supplier, did not create a Board for the nonprofit, and did not create Bylaws.

It is recommended that the NIHD Board of Directors approve this Resolution for dissolution of the nonprofit public benefit corporation, Northern Inyo Health.

Prepared by: Patty Dickson, Compliance Officer

Reviewed by: \_\_\_\_\_

Name

Title of Chief who reviewed

**FOR EXECUTIVE TEAM USE ONLY:**

Date of Executive Team Approval: \_\_\_\_\_ Submitted by: \_\_\_\_\_  
Chief Officer

**NORTHERN INYO HEALTHCARE DISTRICT**

***BOARD RESOLUTION 23-07***

**WHEREAS**, Northern Inyo Healthcare District filed Articles of Incorporation of Northern Inyo Health, a nonprofit public benefit corporation, on October 2, 2019; and

**WHEREAS**, Section 6610 of the California Corporations Code states that “[a]ny corporation may elect voluntarily to wind up and dissolve (1) by approval of a majority of all members (Section 5033) or (2) by approval of the board and approval of the members (Section 5034).

**WHEREAS**, Northern Inyo Healthcare District, a political subdivision of the State of California, is the sole member of this corporation,

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Northern Inyo Healthcare District does hereby authorize the dissolution of the nonprofit public benefit corporation, Northern Inyo Health; and

**BE IT FURTHER RESOLVED** that the Board of Directors of the Northern Inyo Healthcare District does hereby authorize the Chief Executive Officer to take any and all necessary steps to complete the dissolution of Northern Inyo Health.

**BE IT FURTHER RESOLVED** that this Resolution be made a part of the minutes of this meeting.

\_\_\_\_\_  
Mary Mae Kilpatrick, Chairwoman  
Northern Inyo Healthcare District

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jean Turner, Secretary  
Northern Inyo Healthcare District

\_\_\_\_\_  
Date

ARTICLES OF INCORPORATION  
OF  
NORTHERN INYO HEALTH

*Gmr*  
**FILED**  
Secretary of State  
State of California

OCT 02 2019

I

The name of this corporation is Northern Inyo Health.

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The primary purposes of this corporation is to own a supplier of durable medical equipment the provision of other healthcare services benefitting the healthcare needs of the healthcare district residents or supporting the healthcare activities of the Northern Inyo Hospital in furtherance of this corporation's charitable purposes.

C. The general purpose of this corporation is to have and exercise all rights and powers conferred on nonprofit public benefit corporations under the laws of the State of California.

III

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and successor provisions thereto (the "Code").

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

IV

Northern Inyo Healthcare District, a political subdivision of the State of California, is the sole member of this corporation. The corporation may also from time to time use the term "members" to refer to persons associated within, but such persons shall not be members within the meaning of Section 5056 of the California Corporations Code.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or

winding up of the corporation, its assets remaining after payment or provision for payment of all debts and liabilities of this corporation shall be transferred exclusively to and shall become the property of the Northern Inyo Healthcare District, a political subdivision of the State of California. If the Northern Inyo Healthcare District no longer: (a) exists; or (b) is organized and operated exclusively as a healthcare district under California law, then the assets of this corporation shall be transferred to and shall become the property of such nonprofit funds, foundations or corporations as are designated by the Board of Directors of this corporation and which: (1) have established their tax-exempt status under section 501(c)(3) of the Code; and (2) are organized and operated exclusively for religious, charitable, hospital, scientific purposes, or charitable *and* educational purposes meeting the requirements for exemption provided by Section 214 of the Revenue and Taxation Code.

## VI

The name of the corporation's initial agent for service of process is:

Cathy Deubel Salenko, Esq.  
Best Best & Krieger LLP  
500 Capitol Mall, Suite 1700  
Sacramento, California 95814

## VII

The initial street and mailing address for the principle office of the corporation shall be:  
Northern Inyo Healthcare District, 150 Pioneer Lane, Bishop, California 93514

DATED: October 1, 2019.

  
Cathy Deubel Salenko, Esq., Incorporator



**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: November 7, 2023  
RE: Medical Executive Committee Report

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

- A. Medical Staff Appointments (*action item*)
  - 1. Michael Lopez, MD (*anesthesiology*) – Courtesy Staff
  
- B. Medical Staff Reappointments 2023-2024 (*action item*)
  - 1. Theodore Rasoumoff, MD (*anesthesiology*) – Active Staff
  - 2. Carolyn Saba, MD (*anesthesiology*) – Courtesy Staff
  
- C. Additional Privileges and Change in Staff Category (*action item*)
  - 1. Christopher Rowan, MD (*cardiology*) – requesting full on-site privileges in Cardiology. Change in staff category from Telehealth Staff to Courtesy Staff.
  
- D. Policies (*action item*)
  - 1. *Administrative Closure of the Medical Record*
  - 2. *Medical Staff Department Policy – Pediatrics*
  
- E. Medical Executive Committee Meeting Report (*information item*)



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

Title: Administrative Closure of the Medical Record		
Owner: HIM Manager	Department: Medical Records	
Scope: Medical Staff		
Date Last Modified: 10/19/2023	Last Review Date: No Review Date	Version: 1
Final Approval by: NIHD Board of Directors	Original Approval Date:	

**PURPOSE:**

To ensure that the Northern Inyo Healthcare District (NIHD) patient medical record shall not remain delinquent in perpetuity.

**POLICY:**

This policy establishes guidelines for closing incomplete medical record(s) due to the permanent unavailability or inability of a healthcare provider to complete the medical record.

Healthcare providers are responsible for ensuring the accuracy, completeness and timeliness of clinical documentation within the medical record.

Diligent attempts will be made to obtain identified incomplete medical record documentation from the healthcare provider.

The medical record may be filed as incomplete in the following circumstances:

1. The healthcare provider has become incapacitated or died.
2. The healthcare provider is no longer on staff at NIHD.
3. The healthcare provider is no longer located within the vicinity of NIHD and/or unable to be contacted.
4. The healthcare provider is on an extended leave of absence.
5. The healthcare provider declines (rejects) the request to provide the documentation.

For other circumstances not addressed above, the Health Information Management (HIM) department should be consulted.

**PROCEDURE:**

Medical records which remain incomplete after reasonable attempts have been made to obtain the documentation, are processed to identify that the medical record is permanently closed with incomplete documentation.

1. Prior to the healthcare provider departing from NIHD, HIM and the Medical Staff Office will work together to have records completed by the healthcare provider before departure.
2. In the instance that there is no opportunity for the above, the HIM staff will contact the provider in an attempt to have the medical records completed.

If unsuccessful, the HIM department will enlist the assistance of the Medical Staff Office in contacting the healthcare provider.

3. In the instance that the healthcare provider is unable to be reached, is incapacitated or has died, the medical records will be reviewed by the appropriate assigned healthcare provider designee to determine if records can be signed off on behalf of the provider.
4. If the medical record remains incomplete after 60 days. The following information will be emailed to the Medical Staff Office to present to the Medical Executive Committee for approval of administratively closing the medical record.
  - Name of the healthcare provider
  - Medical record number
  - Account number
  - Patient Name
  - Date of Birth
  - Dates of Service
  - Specific document that remains incomplete for each record (i.e. H&P, Discharge Summary, Order etc.)
  - Reason for Closure
5. Upon Medical Executive Committee approval, HIM will electronically mark each document incomplete within the Electronic Health Record (EHR) and indicate the reason. This will deem the patient’s medical record complete and administratively closed.
6. HIM will notify coding and billing of the closure of the medical record for instances in which the medical record may be pending for coding and billing.

**DEFINITIONS:**

Health Care Provider: A provider of medical or health services and any other person or organization who furnishes, bills, or us paid for healthcare in the normal course of business.

**REFERENCES:**

1. CMS – Appendix A Interpretive Guidelines for Hospitals, section, A-0469 §482.24(c)(4) (viii.)
2. 42 CFR 482 – Conditions of participation for Hospitals, §482.24CMS.
3. CMS, Title 29, Subtitle B, Chapter V, Subchapter C, Part 825, Subpart A, Section § 825.125 Definition of health care provider.

**RECORD RETENTION AND DESTRUCTION:**

1. 1. 22 CCR §72543 “records shall be kept for a minimum of 7 years, with the exception of minors records that shall be kept at least until 1 year after the minor has reached the age of 18 years, but in no case less than 7 years.”

**CROSS REFERENCE POLICIES AND PROCEDURES:**

Supersedes: Not Set



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

Title: Medical Staff Department Policy - Pediatrics		
Owner: MEDICAL STAFF DIRECTOR	Department: Medical Staff	
Scope: Practitioners Privileged in Pediatrics		
Date Last Modified: 09/26/2023	Last Review Date: No Review Date	Version: 3
Final Approval by: NIHD Board of Directors	Original Approval Date: 07/21/2021	

**PURPOSE:** To delineate clear expectations for practitioners in the department of pediatrics at Northern Inyo Healthcare District (NIHD).

**POLICY:** All practitioners granted privileges in the department of pediatrics will adhere to the following protocols.

**PROTOCOL:**

1. Call:
  - a. Practitioners participating in call coverage shall return phone calls as soon as possible and within 10 minutes and be at bedside as soon as possible and within 30 minutes if needed in an emergency. Non-emergent consults will be completed within 24 hours and within a reasonable amount of time as agreed upon by the pediatric practitioner and the practitioner requesting consult.
  - b. All pediatrics patients admitted will be rounded on in the hospital within 24 hours of admission and everyday thereafter.
    - i. Healthy term newborns born before 5pm will be examined before the end of the day.
    - ii. Healthy newborns born after 5pm may be examined the next day unless nursing or OB provider request sooner assessment.
    - iii. Newborns with complications will be examined as soon as reasonably possible or as agreed upon by the pediatric practitioner and the staff member identifying the concern.
    - iv. Pediatric patients will have orders placed at the time of admission and be examined prior to admission in the clinic or emergency department.
2. Meeting attendance:
  - a. Attend monthly pediatric provider meetings and monthly pediatric team meetings.
  - b. Attend additional meetings per medical staff bylaws requirements or assignment to committees.
  - c. Advanced Practice Providers (APPs) can vote at pediatric department meetings and vote for department Chief.
3. Credentialing:
  - a. Physician practitioners in the department of pediatrics must be board certified or board eligible by the American Board of Pediatrics and are strongly encouraged to be members of the American Academy of Pediatrics.
4. Focused Professional Practice Evaluation (FPPE):
  - a. Practitioners new to NIHD will be expected to complete FPPE as per policy. For clinic work FPPE is expected to include at least eight days of chart review of all patients seen. Inpatient work will include chart review of at least the first eight newborn admissions and eight inpatient pediatric admissions.

5. Ongoing Professional Practice Evaluation (OPPE):
  - a. Practitioners will be expected to participate in all requirements of OPPE as per medical staff policy. Providers must average eight neonatal encounters and four pediatrics encounters every six months over the OPPE cycle. Every two years at re-credentialing if this average has not been met additional proctoring may be assigned in order to maintain admitting privileges.
6. Peer Review:
  - a. Inpatient charts identified by critical indicators will all be subject to peer review as per the peer review policy.
  - b. This will include ongoing peer review of 10 outpatient encounter charts each month.
7. Re-Entry:
  - a. Pediatric practitioners ~~working in the outpatient clinic setting may be eligible for re-entry per policy. Due to the low volume of inpatient pediatric and nursery patients re-entry in these areas will require training at an outside facility to re-obtain competency.~~ may be eligible for re-entry as per policy.

**REFERENCES:**

1. None

**RECORD RETENTION AND DESTRUCTION:**

1. Life of policy, plus 6 years

**CROSS REFERENCE POLICIES AND PROCEDURES:**

1. [Northern Inyo Healthcare District Medical Staff Bylaws](#)
2. [Focused and Ongoing Professional Practice Evaluation](#)
3. [Practitioner Re-Entry Policy](#)

Supersedes: v.2 Medical Staff Department Policy - Pediatrics
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NORTHERN INYO HEALTHCARE DISTRICT

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

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

DATE: November 2023  
TO: Board of Directors, Northern Inyo Healthcare District  
FROM: Allison Partridge, RN, MSN, CNO/ICOO  
RE: Bi-Monthly CNO/ICOO Report

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## **REPORT DETAIL**

### **Infection Prevention and Employee Health**

- Respiratory Illness season has arrived. We are currently seeing flu A&B, RSV, and COVID in the community.
- The Employee Health Department continues to offer flu vaccinations with the goal of achieving a 72% vaccination rate.
  - As of the end of September, our vaccination rate was 48%.

### **Inpatient and Outpatient Nursing**

- The District has all positions filled with permanent NIHD team members in the following departments:
  - Emergency Department
  - Acute/Subacute
  - Intensive Care Unit
  - Post-Anesthesia Care Unit
- As a result of the significant amount of work and coordination by our Clinical Staff Educators (CSE) and leadership team, annual competencies and skills days are on track for completion. It is during this process that our clinical teams complete their yearly competency requirements.

### **Perinatal Update:**

- Tammy Warner, our Perinatal Manager, has tendered her resignation. She has decided to join our Night Shift Perinatal team as a full-time RN. We are excited to have two permanent night shift RNs join our team perinatal team.

- In partnership with our Human Resource Department, we are actively recruiting for a Perinatal Manager.

#### Nursing Project:

- The Infant Security System project is on track.

#### **Laboratory**

- We are excited to welcome two phlebotomists and one clinical laboratory scientist to our laboratory team.

#### Laboratory Project:

- The Pathology Slide project is currently awaiting engagement from Cerner for the interface between the new equipment and our electronic health record. The devices are on site and ready for deployment once the interface is completed.

#### **Diagnostic Imaging**

- We would like to recognize our Diagnostic Imaging team for their contribution to Breast Cancer Awareness throughout the month of October.

#### **Facilities (Update provided by Scott Hooker, Director of Facilities)**

##### **Pioneer Medical Building Roof Replacement:**

- Progress continues on the roof replacement project at Pioneer Medical Building. The maintenance team is working with our contractor to ensure a timely and efficient completion.

##### **Remodel of Pioneer Medical Building Suites B & C for Rehab Relocation:**

- Plans for relocating our rehabilitation services to Suites B & C in the Pioneer Medical Building are well underway. The team is focused on ensuring a seamless transition for both our team members and our patients.

##### **Emergency Generator:**

- Maintenance and repair of the Emergency Generator was completed in October.

##### **Pharmacy Project:**

###### Above Ceiling Inspection:

- The above ceiling inspection has been completed. Based on the inspection findings, we are on track to complete the relocation of identified utilities and fire life safety items such as sprinklers and dampers.

###### Electrical Wiring and Low Voltage Installation:

- All electrical wiring has been successfully pulled, and low-voltage (data) wires are currently being installed. This progress marks a significant milestone in our ongoing efforts to enhance the pharmacy's infrastructure.

###### Fire Dampers and HVAC Control Wires:

- The installation of fire dampers is in progress, and the control wires for the HVAC are being systematically pulled. These are critical safety components of this project.

**Plumbing Infrastructure and T-bar Installation:**

- The plumber is commencing work on raising roughed-in plumbing infrastructure to prepare for fixture tie-ins. Additionally; T-bar installation is underway in designated areas.

**Chiller Plant Project:**

- We are now in the final stages of providing the required paperwork to HCAI for the Chiller Plant Project. We anticipate a smooth conclusion and approval from HCAI soon.

**Additional Updates:**

- There has been collaboration with our landscape contractor to address the overgrowth of bushes around the NIHD campus, particularly at Birch St and Joseph House properties.



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**Northern Inyo Healthcare District**

*www.nih.org*

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

Date: 11/03/2023

To: Board of Directors

From: J. Adam Hawkins, DO Chief Medical Officer

Re: Bi-Monthly CMO report

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**Medical Staff Department update****Project Updates:**

- **Cardiology:** October marked the opening of our new Cardiology clinic that is located within our specialty clinic. Our cardiologist, Dr. Rowan, was very pleased with the community demand for his services and reached out to me to discuss expansion of services in the near future. After just his first month, we have seen an increase in our stress test and echocardiogram utilization, both of which are strong revenue generating procedures offered by The District. In addition to providing basic cardiology care, we are working with Dr. Rowan in hopes of expanding cardiology services in the future to possibly include:
  - Pacemaker Clinic
  - Loop Recorders
  - Transesophageal Echocardiogram (TEE's)
- We have been collaborating on expanding pediatrician coverage in our community with the administrative and clinical leadership teams at Toiyabe Indian Health Project. Ultimately our mutual goal is to have one of our pediatricians provide sustained clinic coverage at Toiyabe on a weekly basis. This will allow our entire community to have expanded access to pediatric care while affording The District to recruit a much needed third full-time pediatrician. There are many benefits to this model including; a more sustainable call coverage model for our pediatric providers, reduced cost to The District for an additional full-time pediatrician, reduction in cost associated with locums provider utilization for call coverage, and increased access to care to our mutual patients and their families.
- I want to highlight our providers, nurses, and the entire staff at The Women's Clinic. They have demonstrated a tremendous amount of grace, resilience, and dedication while working through the challenges associated with absorbing the increased patient volume from Mammoth. They have worked tirelessly to address the logistical challenges that have come along with absorbing an entire community's patients as a result of Mammoth Hospital closing their labor and delivery unit. They have taken time

out of their busy schedules to collaborate with the leadership teams at both NIHD and Mammoth Hospital to make sure the patients of the Eastern Sierra have access to quality and safe care. Our leadership team is working with Mammoth Hospital to finalize an MOU in hopes of streamlining workflows to lessen the logistical burden on our care team in the Women's Clinic while simultaneously improving the patient experience.

#### Physician Recruitment update:

- We are in the final stages of formalizing an agreement with a new anesthesiology group that plans to take over staffing of our Anesthesia Department starting next year. We have seen an increase in OR utilization and case volumes over the past few months as we have welcomed new providers and expanded our services at NIHD. Our goal is to continue to improve our OR utilization and see case volumes steadily, and safely climb. In order to accomplish this lofty goal, it is imperative that the administrative team at NIHD has a highly collaborative relationship with all members of the medical staff but especially the anesthesia providers. As we go through this positive change together, it is going to require a high level of trust and communication. I have been incredibly pleased with the relationship we have built with the anesthesia providers who look to assume a much larger role within this pivotal department.
- We continue to evaluate the potential for bringing in new services lines to The District that align with our communities needs while simultaneously improving the financial outlook of our healthcare system. I want to make a few points of clarification regarding how I am going about this process. I feel strongly that this process needs to be done with a great deal of attention to detail. I want to also highlight that, while bringing in new services lines that align with our communities needs is a high priority, expanding the services offered within our existing service lines is of equal importance and benefit to the community and The District. To that end, the following are some key aspects in how we are approaching this project.
  - We want to make sure any new clinical services being offered or delivered to the patients of our healthcare district are appropriate and safe for our unique clinical and geographical environment.
  - I am prioritizing the work that our local, full-time providers already offer to our patients. It is important that we do not bring in new service lines that have large amounts of redundancy that could negatively impact our local providers' scope of practice. This would not yield the revenue generating benefits we are hoping to see by expanding services and service lines.
  - I want to be thorough in the vetting of the capital costs associated with bringing in new services lines. Some service lines may have "startup" costs that will be prohibitive. We want to make sure that we understand what those costs are before we reach any binding agreement.
  - Lastly, we want to make sure that we find providers that share in our medical staff's cultural values and practice medicine in a manner that is collaborative, adaptive to our unique setting, and compassionate. Maintaining a positive and engaged culture amongst our medical staff is of utmost importance to our District's sustainability and the safety of our patients.

### **Quality Department update**

- After my first three months as CMO, I continue to be impressed with the work coming out of our quality department. The three team members that comprise this department should be recognized for their proactive work ethic and expertise in the complex field of healthcare quality. To that end, we submitted an application for the new Equity and Practice Transformation Payments Program (EPT). This is a brand new program offered through The Department of Healthcare Services (DHCS). The District will work with our Managed Care Plan partners in hopes of reaching benchmarks that will allow The District to earn funds up to one-million dollars. This is a project that will take place over the next five years for work we will be completing surrounding identifying, and improving disparities that exist in our community surrounding behavioral health care.

### **Dietary Department**

- Our full-time dietitian, Kalina Gardner recently attended the Academy of Nutrition & Dietetics National Food and Nutrition Conference and Expo in Denver, CO. She is in the process of working with our kitchen team in making upgrades to our patient menus. Additionally, she is preparing an upcoming “Healthy Lifestyles” talk surrounding the latest updates in the field based on her attendance at the National Conference.

### **Rehab Department**

- We continue to work as an interdisciplinary team to optimize our operational activities within the Rehabilitation Department. The executive team feels very strongly that supporting our rehab department is a pivotal component in our ability to provide well-rounded, quality care to our patient’s in the outpatient and inpatient settings.
- We have discovered operational areas that can be improved in order to decrease the amount of time our patients have to wait in order to be evaluated and treated by our therapists. We are working closely with the rehab department leadership, patient access leadership, and revenue cycle teams to improve inefficiencies that have been identified.
- We continue to recruit for open physical therapist positions.

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

Date: November 15, 2023

Title: **Compliance Department Report**

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, Compliance Officer

Reviewed by: \_\_\_\_\_

Name

Title of Chief who reviewed

**FOR EXECUTIVE TEAM USE ONLY:**

Date of Executive Team Approval: \_\_\_\_\_ Submitted by: \_\_\_\_\_  
Chief Officer

## Quarterly Compliance Report –Calendar year 2023, Q3 October 31, 2023

### Comprehensive Compliance Program review summary:

1. **Audits** - A wide variety of audits in the Compliance Program review for privacy concerns, language access issues, fraud, waste, and abuse.
2. **Security Risk Assessment** - District HIPAA (Health Insurance Portability and Accountability Act) Security Risk Assessment is completed annually by Compliance and IT Security.
3. **SAFER** - Office of National Coordinator of Health Information Technology SAFER ((Safety Assurance Factors for EHR (Electronic Health Record) Resilience)) is completed annually by IT, Informatics, and Compliance.
4. **Compliance Workplan** - The Compliance Workplan is updated annually, and as needed, to adjust the focus of certain audits, in alignment with the Office of Inspector General of the Department of Health and Human Services, and our local Medicare Administrative Contractor (MAC), Noridian’s audit priorities.
5. **Conflicts of Interest** – This component of the Compliance Program ensures that no parties use or conduct District business for personal financial gain.
6. **Privacy Investigations** – Privacy investigations can arise due to complaints, access audits, HIMS audits, and anonymous reporting.
7. **Other Investigations** – Other compliance related investigations are conducted to avoid regulatory non-compliance and respond to regulatory agency inquiries and investigations.
8. **Compliance Committees** – This section provides a brief overview of the work of the Compliance committees and sub-committees.
9. **Issues and Inquiries** – The compliance team researches numerous questions, concerns and regulatory issues to allow other NIHD team members to take a proactive approach.
10. **California Public Records Act (CPRA) Requests** – The Compliance Officer is responsible for intake and review of public records requests, and research, investigation, redaction and fulfillment of those requests.
11. **Unusual Occurrence Reports** – The Compliance Team processes and tracks all unusual occurrence reports for the District. Compliance provides the quality data to

leadership and teams for monitoring and trending. Compliance manages the software, reporting, user configuration and resolution of all UORs.

The Compliance Department consists of a team of two full time employees, Conor Vaughan, Compliance Analyst, and Patty Dickson, Compliance Officer.

## Report

### 1. Audits

- A. Employee Access Audits - The Compliance Department Analyst, Conor Vaughan, 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. Flags require further investigation and review by the Compliance Team.
  - ii. The following is Q4 CY22 activity
    - a. New Employee Audits: 30
      - I. Flags: 1
      - II. Flags resulting in policy violations: 0
    - b. For Cause Audits: 58
      - I. Flags: 3
      - II. Flags resulting in policy violations: 0
    - c. In “own” chart flags: 8
      - I. Flags resulting in policy violations: 4
        - i. Provided education and training: 4
        - ii. Repeat violations: 0
    - d. Same Last Name Search Flags: 271
      - I. Resulted in follow up with employee: 2
      - II. 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 to provide 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 the 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 68 active BAAs.
  - a. 10 BAAs have been completed in CY 2023

C. Compliance Department Contract and Agreement reviews/audit

- i. Contracts and agreements are in the following status for CY 23:
  - a. 226 contracts were reviewed and executed
  - b. 3 contracts are in the review process
  - c. 0 are on hold
  - d. 2 existing contracts are also in the review process
  - e. 19 agreements have been terminated according to the terms of the agreement
  - f. 1 contract termination is in progress
- ii. Evisort Contract Lifecycle Management Software
  - a. Fully implemented and working as intended
    - I. System security needs to be reviewed and adjusted based on leadership usage.
  - b. Originally uploaded 1176 documents
    - I. Not all are contracts, some are supporting documents
    - II. The document clean-up is in progress, and about 35% completed.
      - i. Removing documents that are not contracts and attaching them to the contract as supporting documents.
      - ii. Currently at 1053 contracts/agreements in the system.
  - c. All contracts will eventually be connected to a “cost center,” which will ensure review of all contracts by department and cost center during budgeting time. It will also allow the Budget Analyst to pull all info by cost center.
  - d. Have received positive feedback from the leadership teams regarding the overall accessibility of agreements and the new approval workflow.
  - e. See attached dashboard documents

D. HIMs (Health Information Management) scanning audit



- 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.
- ii. NIHD reported the information for the required vendor diversity reporting that was due by July 1, 2023. NIHD had 0 certified diverse vendors.
- iii. Next report due by July 1, 2024. NIHD has at least one certified diverse vendor, as of October 31, 2023.

**J. Provider Verification Audits**

- i. More than 400 referring providers were verified and were checked for state and federal exclusions so far in calendar year 2023
- ii. No exclusions were found for verified providers.
- 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.

**K. Claim/Charge Audits, completed in Q3 CY 2023**

- i. Evaluation and Management (E & M) code audit completed for providers. Information shared with leadership team to discuss with coding trainers and providers.
- ii. 43 District providers' data audited over a 90-day period.
  - a. No unexplainable areas of significant shift from anticipated bell curves.
  - b. Educational opportunities shared with provider coding educators.

**2. HIPAA Security Risk Assessment (SRA) – Scheduled November 7, 2023**

- A. This is a mandatory risk assessment under the jurisdiction of the HHS OIG
- B. Penetration Testing completed and reported to the Board by IT (Information Technology) Security.

**3. Office of National Coordinator of Health Information Technology SAFER Audit ((Safety Assurance Factors for EHR (Electronic Health Record) Resilience)) is scheduled for November 7, 2023.**

**4. Compliance Work Plan – Updated October 2023, [see attached](#)**

**5. Conflicts of Interest**

- A. The Compliance department deferred sending conflict of interest (COI) forms to all current employees for CY 2023.
  - i. All new employees complete and return COI forms.
- B. 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.

**6. Privacy Investigations- [see attached](#)**

- A. Privacy investigations/potential breaches between January 1, 2023 – September 30, 2023 – total 34
  - i. Reported to CDPH/OCR – 7
    - a. CPDH substantiated three breaches, with no deficiencies
    - b. One reported privacy concern was unsubstantiated
  - ii. Investigations still active in the Compliance Department through Q3 – 0
    - a. There are currently 4 investigations on-going for October.
  - iii. Investigations closed by the Compliance Department with no reporting required - 27
- B. CDPH reported breach case status update [see attached](#)
  - i. CDPH has notified NIHD that the Medical Breach Enforcement Section (MBES) will begin investigating their backlog of breaches. MBES can review and investigate breaches for 7 years. The MBES team were reassigned to contact tracing during the pandemic, and are now working to resolve oldest reported potential breaches first.
    - a. Privacy investigations from 2023
      - I. Reported – 7
        - i. 4 are closed

- b. Privacy investigations from 2022
  - I. Reported – 6
    - i. 1 is closed
- c. Privacy investigations from 2021
  - I. Reported – 4
    - i. 3 are closed
  - II. CDPH changed their reporting requirements to more closely mirror federal regulations, which explains the significant drop in the number of reportable cases.
- d. Privacy investigations from 2020
  - I. Reported – 19
    - i. 11 are closed
- e. Privacy investigations from 2019
  - I. Reported - 5
    - i. 5 are closed
- f. Privacy investigations from 2018
  - I. Reported - 21
    - i. 15 are closed
    - ii. 1 may be assigned administrative penalty or fine
- g. Privacy investigations from 2017
  - I. Reported to - 17
    - i. 8 are closed
- ii. CDPH Status definitions
  - a. Closed – CDPH investigation completed and a determination has been rendered.
  - b. In Progress – CDPH has assigned an intake ID and may have completed some portion of the investigation.
  - c. Submitted – CDPH has not assigned an intake ID or reviewed the case.
- iii. CDPH Determination definitions
  - a. Unsubstantiated – CDPH was unable to prove a violation of the privacy laws occurred.
  - b. Substantiated without deficiencies – CDPH found that a violation of the privacy laws occurred, but NIHD had the correct policies/procedures,

training/education, and took corrective actions to ensure any harm had been mitigated and reduced risk for recurrence.

- c. Substantiated with deficiencies – CDPH has found that a violation of the privacy laws occurred. CDPH has determined that further action by NIHD is needed to ensure reduced risk for recurrence. CDPH requires a corrective action plan to be submitted within a few days of receipt of the determination letter. Once the corrective action plan has been accepted, CDPH sends the case to CDPH Administration to determine if fines and administrative penalties will be assessed.

## 7. Investigations

- A. Compliance has conducted or assisted with 33 investigations/reviews that were not related to privacy/breach allegations thus far in 2023 including the following:
  - i. California Occupational Safety and Health
    - a. Response sent by Compliance Officer timely, with no further follow up requests from Cal DOSH.
  - ii. California Department of Justice, Office of Attorney General
    - a. Response sent by Compliance Officer timely, with no further follow up requests from DOJ.
  - iii. California Department of Public Health, Licensing and Certification
    - a. Responses sent timely by Chief Nursing Officer, with no further follow up requests from CDPH
  - iv. California Board of Registered Nursing (BRN), Department of Consumer Affairs

## 8. Compliance Committees

- A. Compliance and Business Ethics Committee (CBEC)
  - i. No meetings since March 17, 2023
- B. Billing and Coding Compliance Committee (BCCC) reports to the CBEC committee.
  - i. This group reviews billing/coding issues, chargemaster changes, and policies that affect billing/coding/accounting. Chair of this meeting is in the process of transitioning to the Billing Office Manager for this bi-weekly meeting.
- C. Business Compliance Team (BCT) reports to the CBEC Committee.
  - i. This group reviews all Conflict of Interest questionnaires with potential conflicts to determine the appropriate and consistent method to address the

conflict. This subcommittee is chaired by the Compliance Officer and meets on an ad hoc basis.

#### D. Forms Committee

- i. 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.
- ii. All forms and public information documents 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.
- iii. The team will begin requesting postings and signage to be approved through the Forms Committee, as there is problem with “signage fatigue,” inconsistency, failure to meet Affordable Care Act Section 1557 standards, failure to use consistent District branding, and failure to obtain appropriate translations.
- iv. We have added Barbara Laughon to this committee to ensure her review and approval of all signage and postings, other than those posters legally required by employment law.
- v. Three meetings held so far in 2023. District reorganization has slowed the Forms development and approval process.

### 9. Issues and Inquiries

- A. Compliance has researched at least 80 issues for the District to date in 2023. They include minor privacy regulations, billing issues, sentinel event reporting, Substance Abuse and Mental Health Services Administration (SAMHSA) regulations, confidentiality issues, release of information and information blocking regulations, regulatory updates, mandatory reporting, and many other areas of interest and concern.

### 10. CPRA (California Public Records Act) Requests

- A. Compliance has received nineteen (19) CPRA requests in CY 2023.
  - i. All are completed.

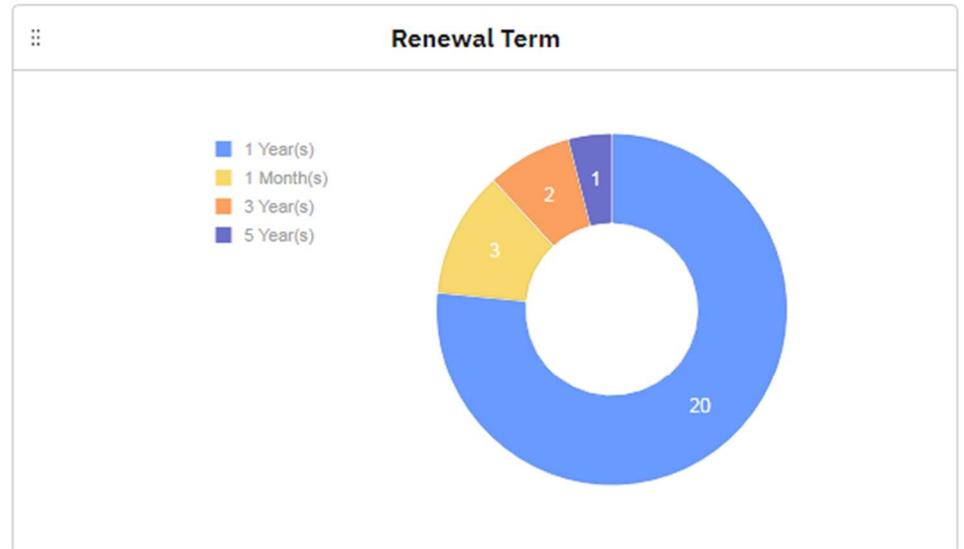
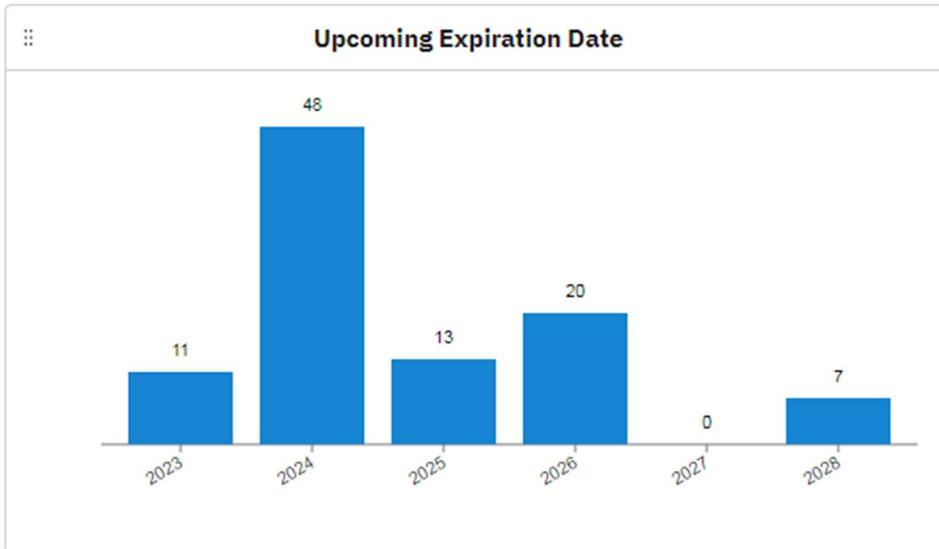
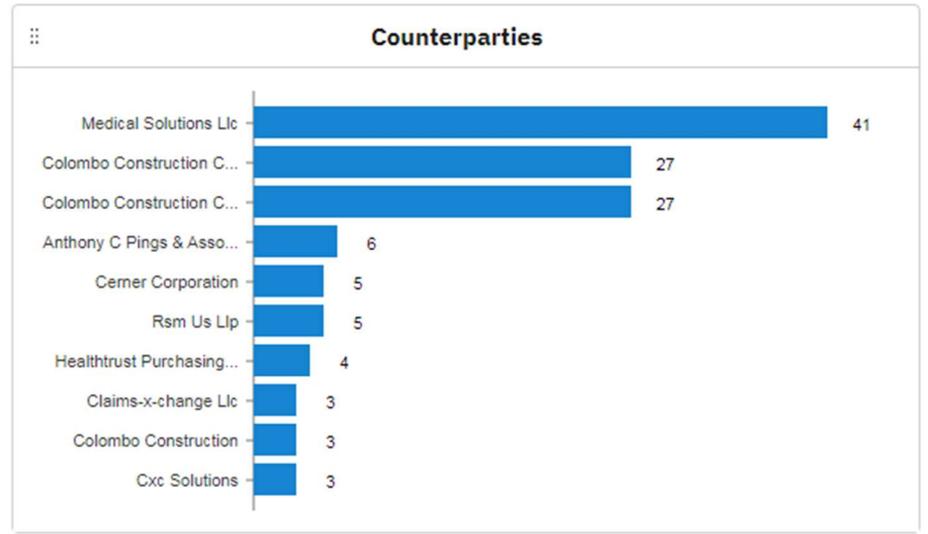
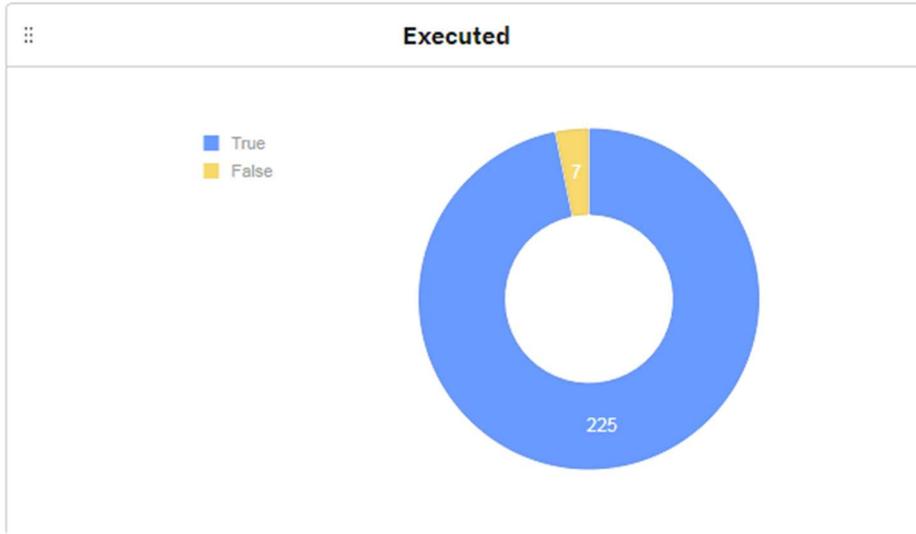
### 11. Policy Management software

- A. Proper policies and policy management is a large component of an effective Compliance Program. User set up, policy administration, and other software optimization is managed by the Compliance Officer.
- B. There is an administrative group that tracks policy life-cycle and approval process, consisting of Katie Manuelito, Sarah Rice, Dianne Picken, Cori Stearns, Patty Dickson, and Veronica Gonzalez.

## 12. Unusual Occurrence Reports (UOR)

- A. UOR quality report data for January 1, 2023 through September 30, 2023, [see attached](#)
  - i. Notable trends out of 412 UORs received in CY 2023:
    - a. UORs regarding complaints and requests to review billing and care continue to be the highest volume,
    - b. Specimen issues are the second highest volume in UORs
    - c. Medication Errors and Occurrences are third highest. Medication Errors are administration errors that reach the patient. See additional ([see attached](#)) data for NIHD Medication Administration accuracy following the UOR report.
    - d. Multiple systemic changes have been put into place based on action plans developed during UOR review and investigation.
- B. The UOR process involves significant work and time from the Compliance team.
  - i. All UORs in Complytrack are currently received by the Compliance Team.
    - a. Many patient complaint and concern phone calls are transferred to the Compliance team for intake and assistance.
    - b. The Compliance team provides response letters for the patient complaints, although the CMO assists on specific clinical matters.
  - ii. UORs are triaged and assigned to appropriate department leaders for review. Emails and phone calls are placed to leaders for urgent UORs.
  - iii. The Compliance team reviews replies, ensures thorough responses and corrective actions, provides follow up letters to patients, and ensures the executive team is aware of all areas of concern.
  - iv. The Compliance team follows up with leaders who are having difficulty with timely responses and attempts to assist them with resolution.
  - v. The Compliance team ensures UORs are closed after thorough review, corrective actions and, in most cases, resolution.

## Contracts executed in CY 2023



No.	Item	Reference	Comments
<b>Compliance Oversight and Management</b>			
1.	Review and update charters and policies related to the duties and responsibilities of the Compliance Committees.	NIHD Compliance Program (p.17)	Review November 2023
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)	Legal counsel and ACHD provide education and training to Board members. Compliance provides ad hoc training as requested or required.
3.	Develop a Compliance Department budget to ensure sufficient staff and other resources to fully meet obligations and responsibilities.		Due Mar 2024
4.	District Policy and Procedure management		Updates by group of policy software administrators. Employee updates by Compliance Office
<b>Written Compliance Guidance</b>			
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)		Scheduled for February 2024
6.	Verify that the Code of Conduct has been disseminated to all new employees and workforce.		Ongoing in conjunction with HR. Current to date.
<b>Compliance Education and Training</b>			
7.	Verify all workforce receive compliance training and that documentation exists to support results. Report results to Compliance and Business Ethics Committee.		Relias reports, Policy Manager Reports
8.	Ensure all claims processing staff receive specialized training programs on proper documentation and coding.		Deferred - 2024
9.	Review and assess role-based access for EHR (electronic health record) and partner programs. Implement/evaluate		Cerner has role-based access, however, not all roles align with NIHD positions.

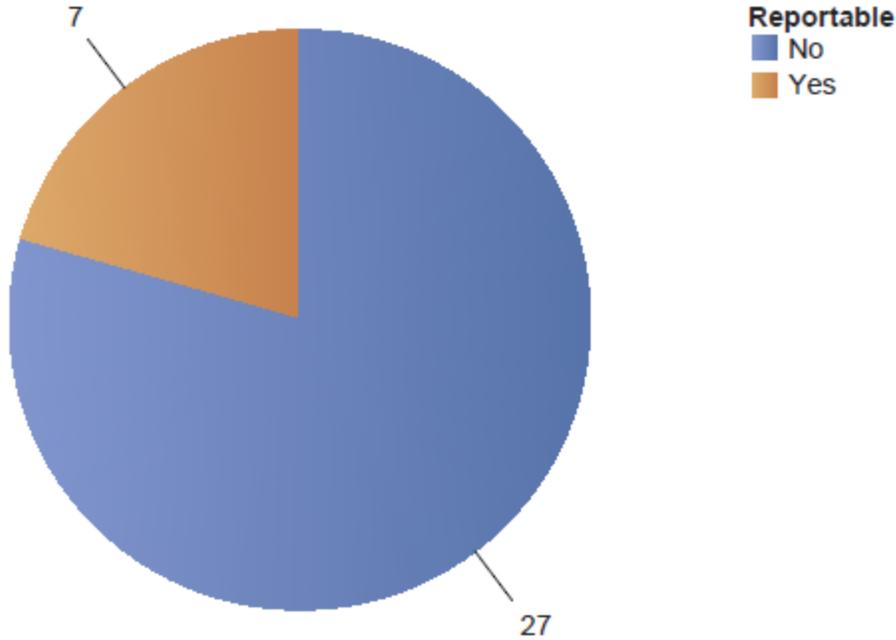
	standardized process to assign role-based access.		Selections reviewed by ITS access security, Cybersecurity Officer and Privacy officer. Ad hoc reviews as needed/requested
10.	Compliance training programs: fraud and abuse laws, coding requirements, claim development and submission processes, general prohibitions on paying or receiving remuneration to induce referrals and other current legal standards.	Completed at Orientation.	Completed at orientation. False Claims Act Policy assigned annually.
<b>Compliance Communication</b>			
11.	Review unusual occurrence report trends and compliance concerns. Prepare summary report for Compliance Committee on types of issues reported and resolution		Annual and quarterly reports submitted to appropriate committees and Board of Directors.
12.	Develop a report that evidences prompt documenting, processing, and resolution of complaints and allegations received by the Compliance Department.	Complytrack	Processed 412 UORs in CY 2023. 389 UORs closed
13.	Document test and review of Compliance Hotline.		Completed 05/2023
14.	Physically verify Compliance hotline posters appear prominently on employee boards in work areas.		Completed 09/2023
<b>Compliance Enforcement and Sanction Screening</b>			
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 referring providers. Medical Staff Office (MSO) verifies all medical staff. Compliance verifies all vendors.	Current through 10/31/2023  Annual re-validation for vendor exclusions in progress ~70% complete
16.	Develop a review and prepare a report regarding whether all actions relating to the enforcement of disciplinary standards are properly documented.		On hold due to current reorganization.
17.	Audits		
	a. Arrangements with physician (database)		Physician Contracts are now in a review cycle. All templates created/reviewed in conjunction with legal counsel (BBK).

	b. EMTALA (Emergency Medical Treatment and Active Labor Act)		All EMTALA concerns immediately reviewed. Current through 11/01/2023
	c. Financial Audits	FY 2023	Audit deficiencies update to Board no less than quarterly by CEO
	d. Payment patterns		Completed and reviewed with CFO. Coding company providing ongoing education to providers
	e. Bad debt/ credit balances, AR days		Ongoing monitoring. Showing improvement.
	f. DME (Durable Medical Equipment)	HHS OIG target	NIHD may provide and charge for “off-the-shelf, non-customized” medical equipment, and charge for it. Chargemaster being updated.
	g. Lab services	MAC target	Deferred
	h. Imaging services (high cost/high usage)	MAC target	Deferred
	i. Rehab services	HHS OIG workplan	Deferred
	j. Language Access Audits	OIG target	10/2023 – in progress
18.	Ensure that high risks associated with HIPAA and HITECH Privacy and Security requirements for protecting health information undergo a compliance review.		Security risk assessment November 2023 with Cybersecurity Officer.
	a. Annual Security Risk Assessment		Scheduled November 7, 2023
	b. Periodic update to Security Risk Assessment		2023 Penetration testing and HHS CISA testing reports provided to the Board by Cybersecurity Officer
	c. Monthly employee access audits		Daily, ongoing
19.	Audit required signage		Deferred to 2024
20.	Audit HIMS (Health Information Management) scanned document accuracy		Deferred
21.	Develop metrics to assess the effectiveness and progress of the Compliance Program		Deferred
22.	Review CMS Conditions of Participation		Ongoing

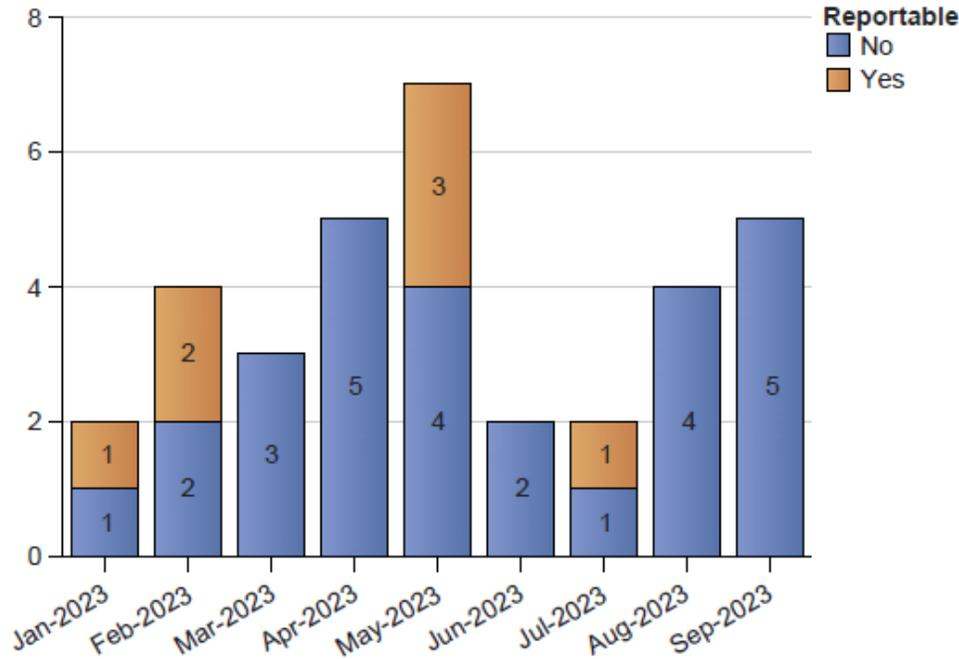
<b>Response to Detected Problems and Corrective Action</b>			
23.	Verify that all identified issues related to potential fraud are promptly investigated and documented		Current through October 2023
24.	Conduct a review that ensures all identified overpayments are promptly reported and repaid.		Monitored by Revenue Cycle Team and Accounting. Reporting to Compliance as needed.
25.	UOR tracking and trending – UOR/Unusual occurrence reporting is now a function of the Compliance Department.		See UOR reporting attached to Board Report for Q3CY2023, attached.
	a. Provide trend feedback to leadership to allow for data driven decision-making		Quarterly
	I. Overall UOR process		October 2023
	II. Workplace Violence		October 2023
	III. Falls		October 2023
26.	Patient complaints		Documented and tracked in Unusual Occurrence Reporting system
27.	Breach Investigations	HIPAA, HITECH, CMIA	4 ongoing privacy investigations as of 11/1/2023. CDPH has starting completing reported breach investigations from before the pandemic.

2023 Compliance Workplan – updated 11/2023

**Total Privacy Investigations**

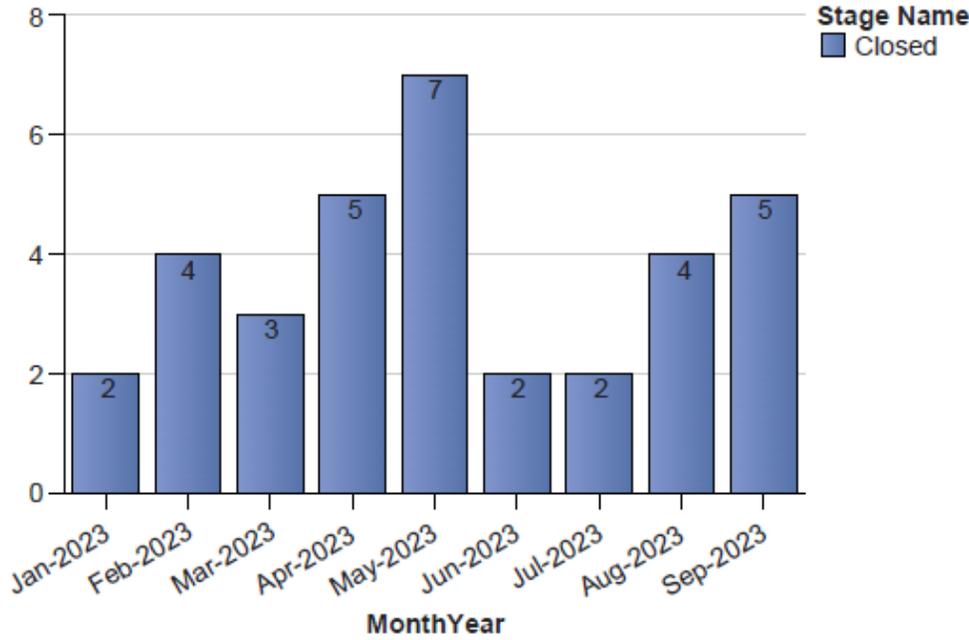


**Privacy Investigations by Month/Year**



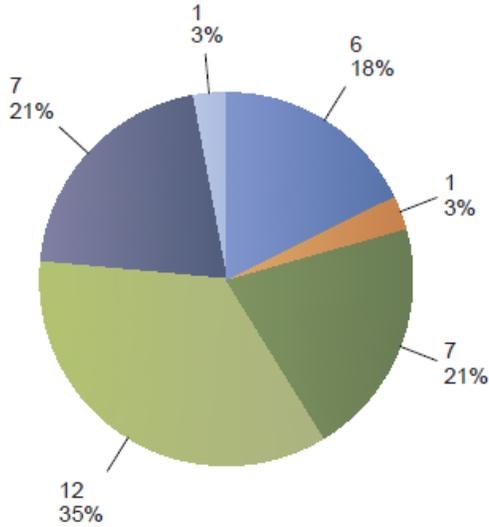
	No	Yes	Total
Jan-2023	1	1	2
Feb-2023	2	2	4
Mar-2023	3	0	3
Apr-2023	5	0	5
May-2023	4	3	7
Jun-2023	2	0	2
Jul-2023	1	1	2
Aug-2023	4	0	4
Sep-2023	5	0	5
<b>Total</b>	<b>27</b>	<b>7</b>	<b>34</b>

### Number of Closed Investigations



Stage Name	Closed	Total
Sep-2023	5	5
May-2023	7	7
Mar-2023	3	3
Jun-2023	2	2
Jul-2023	2	2
Jan-2023	2	2
Feb-2023	4	4
Aug-2023	4	4
Apr-2023	5	5
<b>Total</b>	<b>34</b>	<b>34</b>
<b>Total</b>	<b>34</b>	<b>34</b>

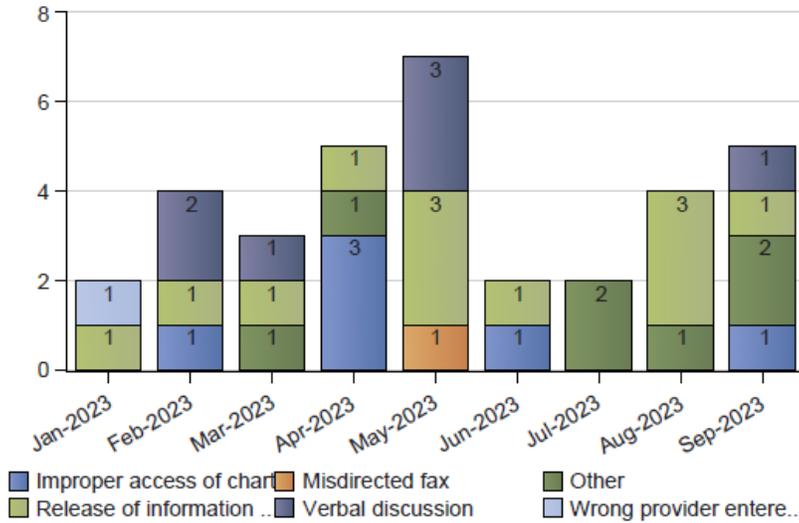
### Privacy Investigations by Violation Type



Improper access of chart	6
Misdirected fax	1
Other	7
Release of information concern	12
Verbal discussion	7
Wrong provider entered/selected	1
<b>Total</b>	<b>34</b>

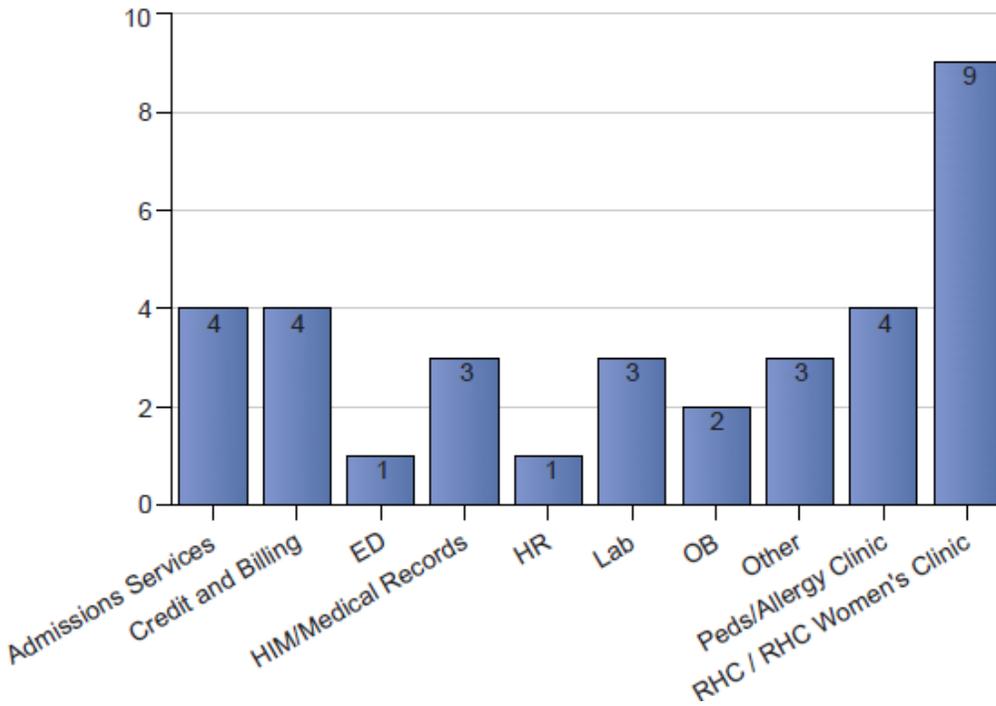
- Improper access of chart
- Misdirected fax
- Other
- Release of information concern
- Verbal discussion
- Wrong provider entered/selected

**Privacy Investigations by Type and Date**



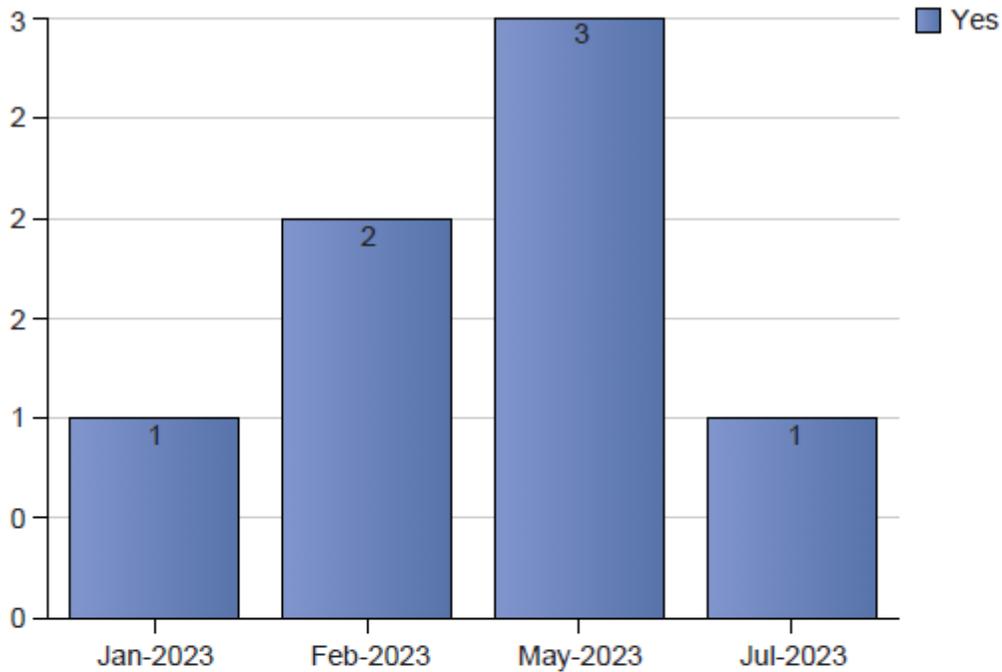
	Jan-2023	Feb-2023	Mar-2023	Apr-2023	May-2023	Jun-2023	Jul-2023	Aug-2023	Sep-2023	Total
Improper access of chart		1		3		1			1	6
Misdirected fax					1					1
Other			1	1			2	1	2	7
Release of information concern	1	1	1	1	3	1		3	1	12
Verbal discussion		2	1		3				1	7
Wrong provider entered/selected	1									1
<b>Total</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>5</b>	<b>7</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>34</b>

**Investigations by Location**



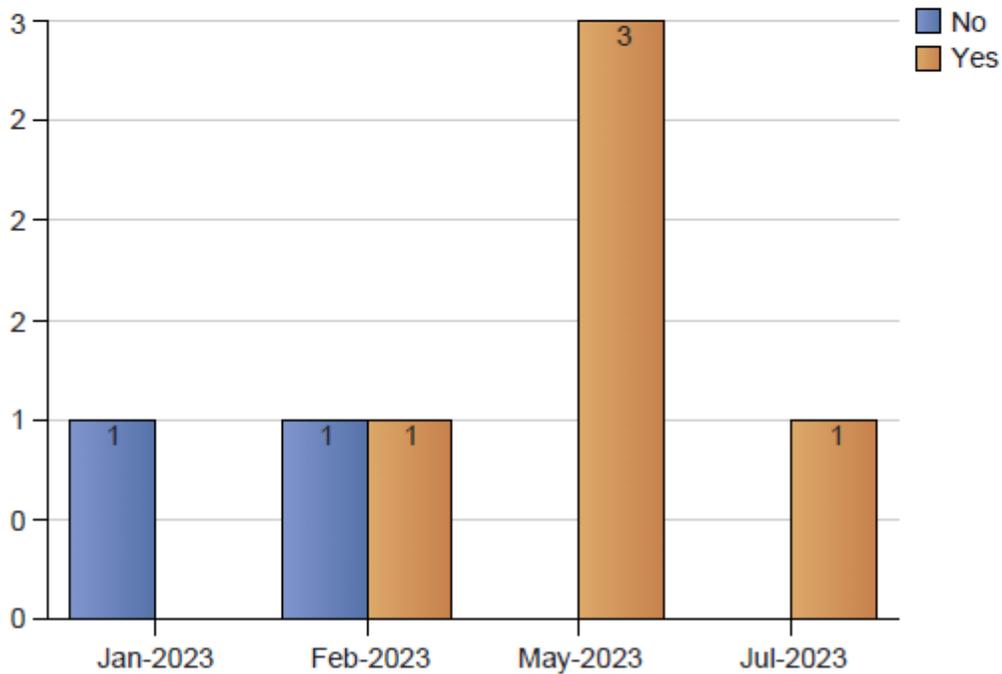
Admissions Services	4
Credit and Billing	4
ED	1
HIM/Medical Records	3
HR	1
Lab	3
OB	2
Other	3
Peds/Allergy Clinic	4
RHC / RHC Women's Clinic	9
<b>Total</b>	<b>34</b>

**Reported to OCR timely**



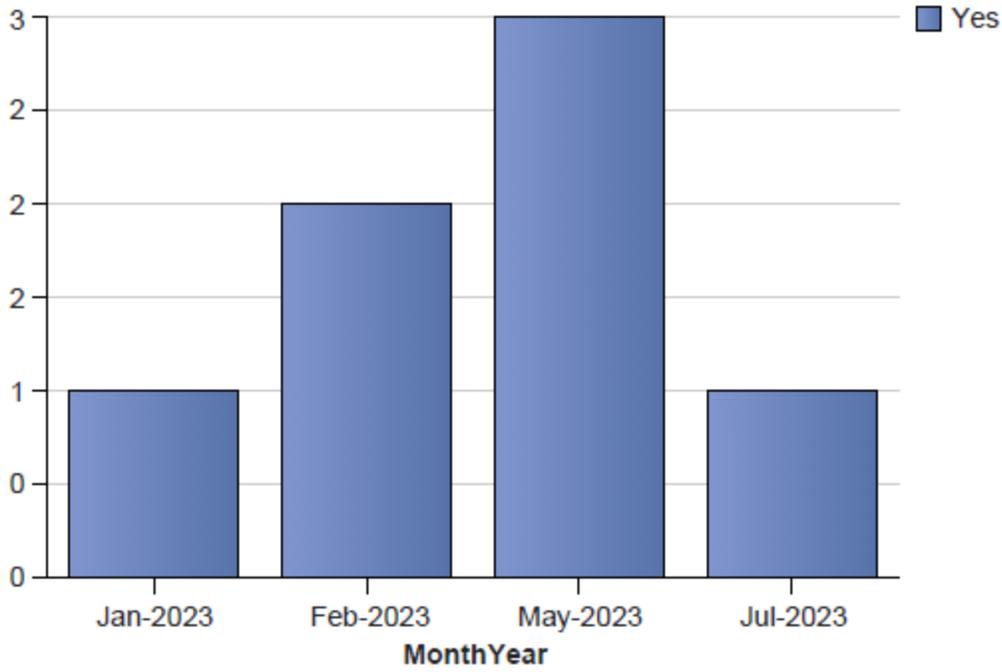
	Yes	Total
Jan-2023	1	1
Feb-2023	2	2
May-2023	3	3
Jul-2023	1	1
<b>Total</b>	<b>7</b>	<b>7</b>

**Reported to CDPH timely**



	No	Yes	Total
Jan-2023	1	0	1
Feb-2023	1	1	2
May-2023	0	3	3
Jul-2023	0	1	1
<b>Total</b>	<b>2</b>	<b>5</b>	<b>7</b>

### Investigations with on time notification of Patient



	Yes	Total
Jan-2023	1	1
Feb-2023	2	2
May-2023	3	3
Jul-2023	1	1
<b>Total</b>	<b>7</b>	<b>7</b>

## CDPH Reported Breach Case Status

Type	CDPH Status	Submitted Date	Intake ID	CDPH Determination
Breach	Submitted	5/1/2017		
Breach	Submitted	5/1/2017		
Breach	Submitted	5/2/2017		
Breach	Submitted	5/2/2017		
Breach	In Progress	5/26/2017	CA00544757	
Breach	In Progress	7/12/2017	CA00543781	
Breach	Closed	7/26/2017	CA00545932	Substantiated without deficiencies
Breach	Closed	8/1/2017	CA 00546579	Unsubstantiated
Breach	Closed	8/4/2017	CA00547592	Unsubstantiated
Breach	Closed	8/28/2017	CA00550597	Unsubstantiated
Breach	Closed	8/31/2017	CA00551073	Unsubstantiated
Breach	In Progress	10/2/2017	CA00554170	
Breach	Closed	11/2/2017	CA00559473	Substantiated without deficiencies
Breach	Submitted	11/10/2017		
Breach	In Progress	11/21/2017	CA00562352	

## CDPH Reported Breach Case Status

Type	CDPH Status	Submitted Date	Intake ID	CDPH Determination
Breach	Closed	12/15/2017	CA00566299	Substantiated without deficiencies
Breach	Closed	12/15/2017	CA00523875	Unsubstantiated
Breach	In Progress	1/19/2018	CA00570629	
Breach	In Progress	1/24/2018	CA00570802	
Breach	Submitted	1/24/2018		
Breach	In Progress	2/12/2018	CA00577334	
Breach	Closed	2/12/2018	CA00573776	Substantiated without deficiencies
Breach	Closed	2/20/2018	CA00577317	Substantiated without deficiencies
Breach	Closed	2/20/2018	CA00575462	Substantiated without deficiencies
Breach	Closed	2/22/2018	CA00575246	Substantiated without deficiencies
Breach	Closed	3/1/2018	CA00577226	Substantiated without deficiencies
Breach	Closed	3/22/2018	CA00579762	Substantiated without deficiencies
Breach	Closed	3/26/2018	CA00579800	Substantiated without deficiencies
Breach	Closed	3/6/2018	CA00579758	Substantiated without deficiencies
Breach	Closed	4/2/2018	CA00580957	Substantiated with Deficiencies

### CDPH Reported Breach Case Status

Type	CDPH Status	Submitted Date	Intake ID	CDPH Determination
Breach	Closed	4/20/2018	CA00583638	Substantiated without deficiencies
Breach	In Progress	7/5/2018	CA00594242	
Breach	Closed	7/5/2018	CA00595037	Substantiated without deficiencies
Breach	Closed	7/11/2018	CA00595011	Substantiated without deficiencies
Breach	Closed	7/13/2018	CA00595533	Substantiated without deficiencies
Breach	Closed	9/14/2018	CA00607673	Substantiated without deficiencies
Breach	Closed	9/18/2018	CA00604762	Substantiated without deficiencies
Breach	Closed	10/23/2018	CA00609267	Substantiated without deficiencies
Breach	Closed	3/11/2019	CA00628952	Substantiated without deficiencies
Breach	Closed	4/12/2019	CA00633190	Substantiated without deficiencies
Breach	Submitted	6/27/2019	CA00645179	Substantiated without deficiencies
Breach	Closed	8/2/2019	CA00649593	Substantiated without deficiencies
Breach	Closed	12/6/2019	CA00666905	Substantiated without deficiencies
Breach	Closed	1/3/2020	CA00670304	Substantiated without deficiencies
Breach	In Progress	1/3/2020	CA00670390	

## CDPH Reported Breach Case Status

Type	CDPH Status	Submitted Date	Intake ID	CDPH Determination
Breach	Closed	1/14/2020	CA00671682	Substantiated without deficiencies
Breach	Closed	1/30/2020	CA00674265	Substantiated without deficiencies
Breach	Closed	2/13/2020	CA00677094	Substantiated without deficiencies
Breach	Submitted	2/13/2020	CA00677094	Substantiated without deficiencies
Breach	Closed	2/21/2020	CA00677704	Substantiated without deficiencies
Breach	Closed	2/21/2020	CA00677504	Substantiated without deficiencies
Breach	Submitted	3/6/2020		
Breach	In Progress	3/19/2020	CA00681560	
Breach	Submitted	4/14/2020		
Breach	Submitted	4/21/2020		
Breach	Closed	5/18/2020	CA00689084	Substantiated without deficiencies
Breach	Closed	7/20/2020	CA00697549	Substantiated without deficiencies
Breach	Closed	8/11/2020	CA00700787	Substantiated without deficiencies
Breach	In Progress	8/12/2020	CA00700861	
Breach	In Progress	10/7/2020	CA00708364	

## CDPH Reported Breach Case Status

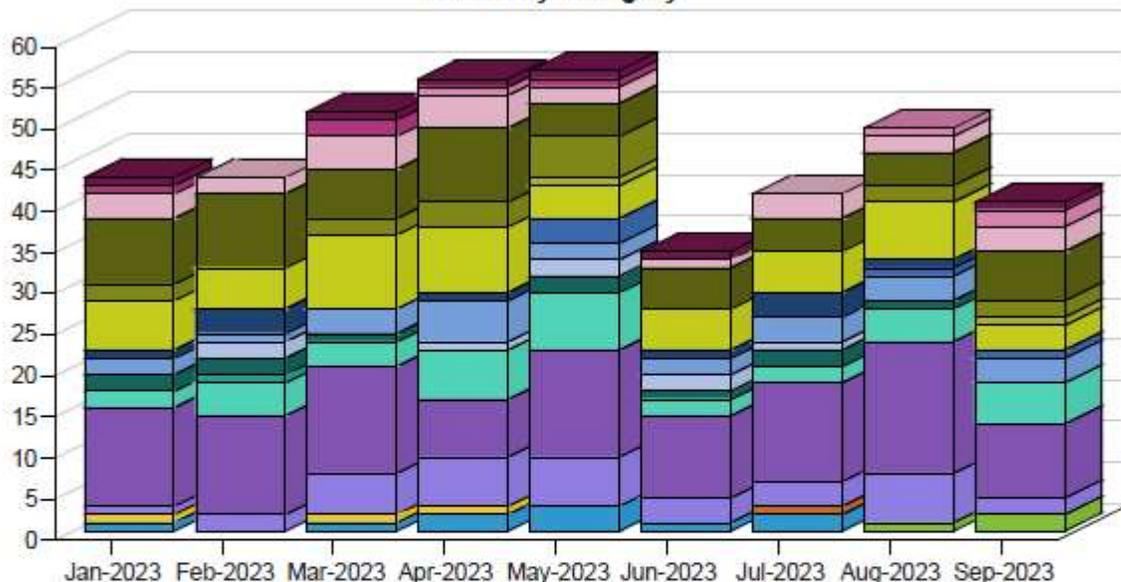
Type	CDPH Status	Submitted Date	Intake ID	CDPH Determination
Breach	Closed	10/13/2020	CA00708801	Substantiated without deficiencies
Breach	In Progress	11/24/2020	CA00714036	
Breach	In Progress	2/25/2021	CA00727085	
Breach	Closed	3/5/2021	CA00728114	Substantiated without deficiencies
Breach	Closed	3/18/2021	CA00729611	Substantiated without deficiencies
Breach	Closed	8/2/2021	CA00747621	Unsubstantiated
Breach	In Progress	1/31/2022	CA00771519	
Breach	Closed	5/2/2022	CA00783133	Substantiated without deficiencies
Breach	In Progress	6/27/2022	CA00790949	
Breach	In Progress	6/29/2022	CA00791857	
Breach	Submitted	7/20/2022		
Breach	Submitted	12/15/2022		
Breach	Closed	2/20/2023	CA00827938	Substantiated without deficiencies
Breach	Submitted	3/21/2023		
Breach	In Progress	3/27/2023	CA00833488	

## CDPH Reported Breach Case Status

Type	CDPH Status	Submitted Date	Intake ID	CDPH Determination
Breach	Closed	5/26/2023	CA00842879	Substantiated without deficiencies
Breach	Closed	5/26/2023	CA00827938	unsubstantiated
Breach	Submitted	5/26/2023		
Breach	Closed	9/6/2023	CA00859432	Substantiated without deficiencies

# Unusual Occurrence Reports (UOR)

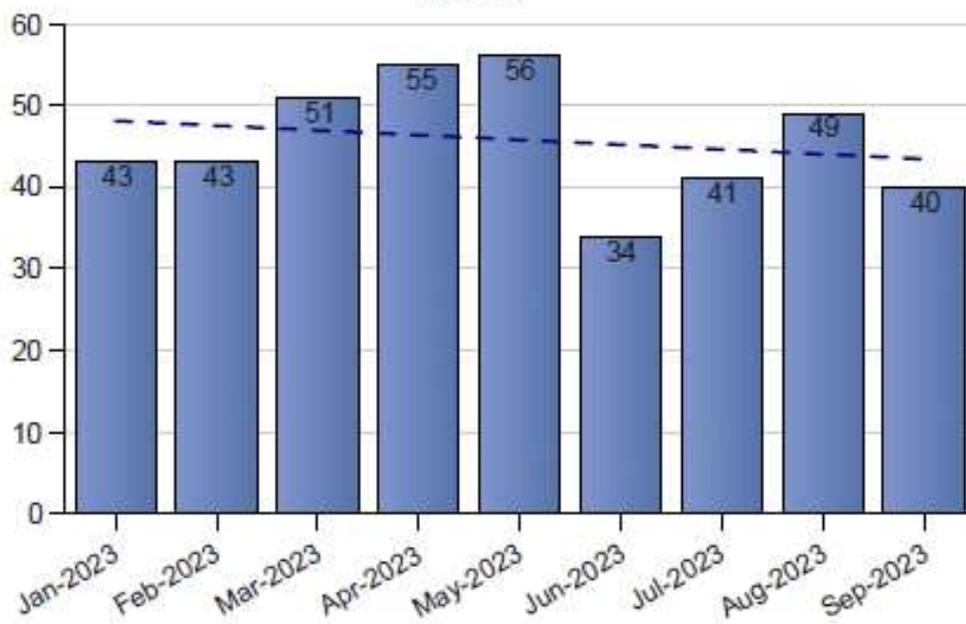
UOR's by Category



- Anesthesia
- Bloodborne Pathogen Exposure- Sharps Injury
- Bloodborne Pathogen Exposure- Splash/ Mucous Membrane
- Codes - Rapid Response, Blue, Deescalation
- Communication
- Complaints/review request
- Confidentiality/PHI Breach/HIPAA violation
- Critical Indicator
- ED
- Equipment/Supply/Devices
- Falls/Slips
- IV issues/Blood transfusion issues
- Med Surg
- Medication Occurrence/Error
- Mishandled Sharps
- OB/Nursery
- Procedure/Test/Specimen problem
- Safety/Security
- Surgery
- Transfer - Internal or External
- Workplace Violence

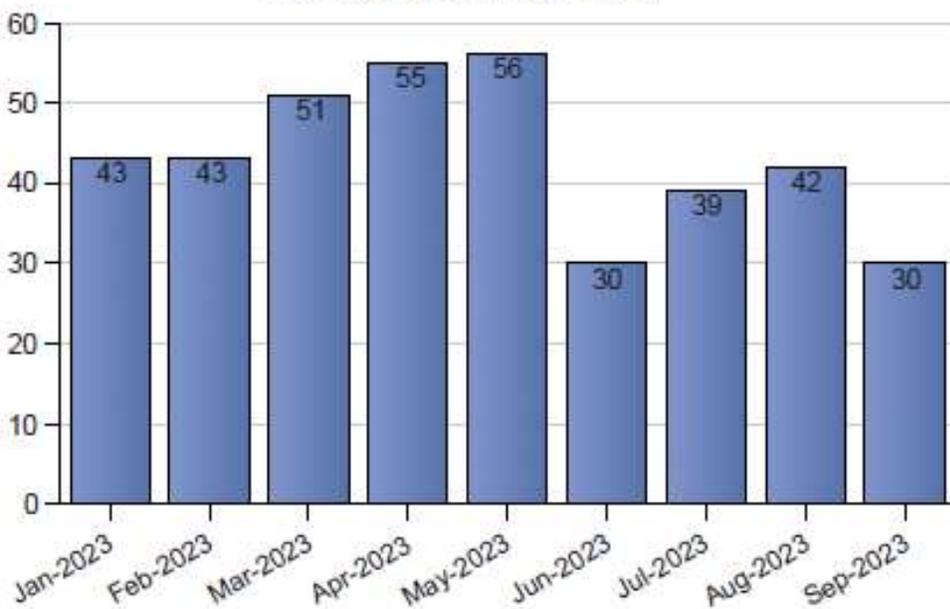
	Jan-2023	Feb-2023	Mar-2023	Apr-2023	May-2023	Jun-2023	Jul-2023	Aug-2023	Sep-2023	Total
Anesthesia	1		1	2	3	1	2			10
Bloodborne Pathogen Exposure- Sharps Injury								1	2	3
Bloodborne Pathogen Exposure- Splash/ Mucous Membrane	1		1	1						3
Codes - Rapid Response, Blue, Deescalation							1			1
Communication	1	2	5	6	6	3	3	6	2	34
Complaints/review request	12	12	13	7	13	10	12	16	9	104
Confidentiality/PHI Breach/HIPAA violation	2	4	3	6	7	2	2	4	5	35
Critical Indicator		1								1
ED	2	2	1		2	1	2	1		11
Equipment/Supply/Devices		2		1	2	2	1			8
Falls/Slips	2	1	3	5	2	2	3	3	3	24
IV issues/Blood transfusion issues					3			1	1	5
Med Surg	1	3		1		1	3	1		10
Medication Occurrence/Error	6	5	9	8	4	5	5	7	3	52
Mishandled Sharps					1				1	2
OB/Nursery	2		2	3	5			2	2	16
Procedure/Test/Specimen problem	8	9	6	9	4	5	4	4	6	55
Safety/Security	3	2	4	4	2	1	3	2	3	24
Surgery				1				1	2	4
Transfer - Internal or External	1		2		1					4
Workplace Violence	1		1	1	1	1			1	6
<b>Total</b>	<b>43</b>	<b>43</b>	<b>51</b>	<b>55</b>	<b>56</b>	<b>34</b>	<b>41</b>	<b>49</b>	<b>40</b>	<b>412</b>

### UOR's



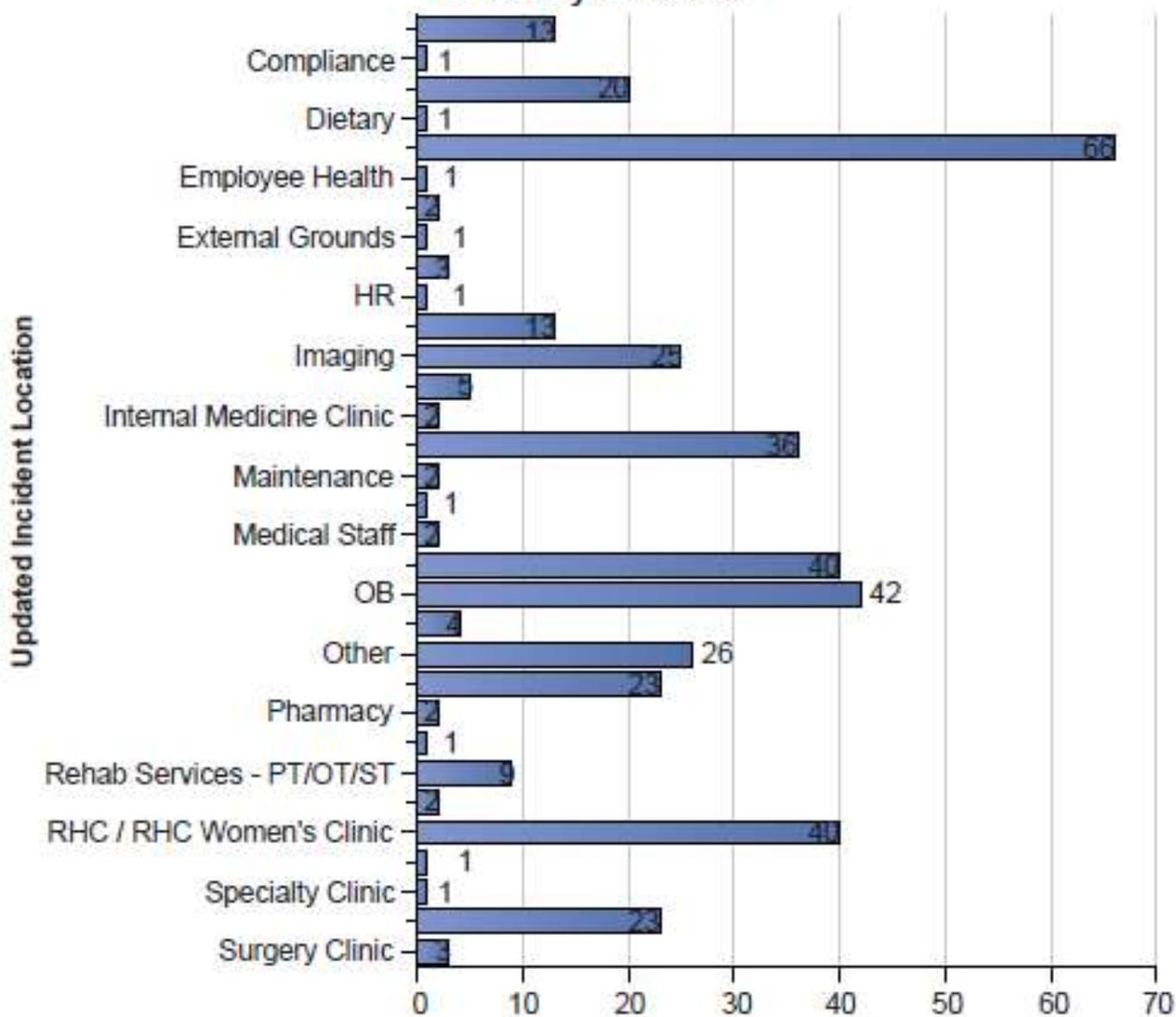
Jan-2023	43
Feb-2023	43
Mar-2023	51
Apr-2023	55
May-2023	56
Jun-2023	34
Jul-2023	41
Aug-2023	49
Sep-2023	40
<b>Total</b>	<b>412</b>

### Number of Closed UOR's



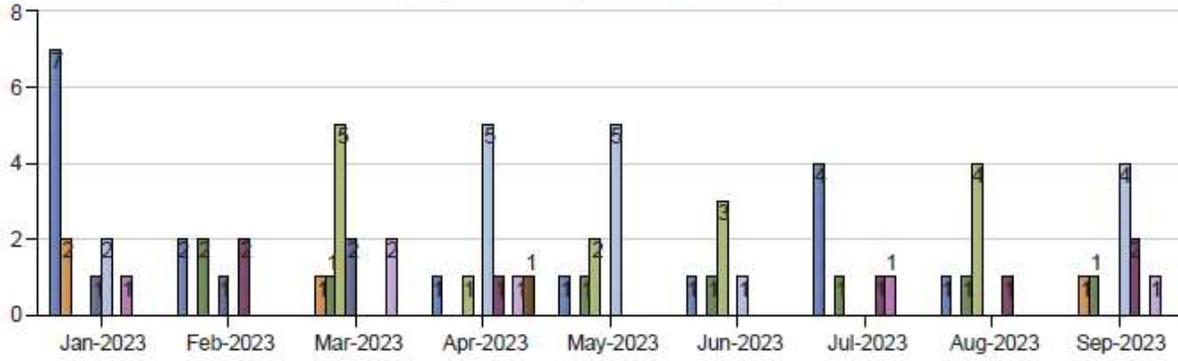
	Closed
Jan-2023	43
Feb-2023	43
Mar-2023	51
Apr-2023	55
May-2023	56
Jun-2023	30
Jul-2023	39
Aug-2023	42
Sep-2023	30
<b>Total</b>	<b>389</b>

### UOR's by Location



Admissions Services	13
Compliance	1
Credit and Billing	20
Dietary	1
ED	66
Employee Health	1
EVS	2
External Grounds	1
HIM/Medical Records	3
HR	1
ICU	13
Imaging	25
Infusion	5
Internal Medicine Clinic	2
Lab	36
Maintenance	2
Med Surg Unit	1
Medical Staff	2
Medical Surgical Unit	40
OB	42
Ortho Clinic	4
Other	26
Peds/Allergy Clinic	23
Pharmacy	2
Rehab Services - Physical Therapy, Occupational Therapy, Speech Therapy	1
Rehab Services - PT/OT/ST	9
Respiratory/Cardiopulmonary	2
RHC / RHC Women's Clinic	40
Rural Health Clinic / Rural Health Women's Clinic	1
Specialty Clinic	1
Surgery	23
Surgery Clinic	3
<b>Total</b>	<b>412</b>

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

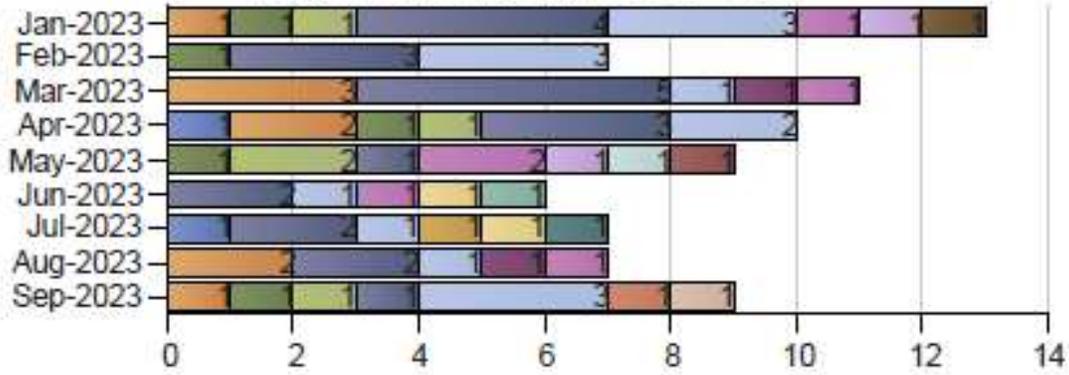


**Updated Nursing Unit Involved**

- Emergency
- ICU
- Infusion
- Medical/Surgical
- NIA Clinic
- OB
- OR
- PACU
- RHC
- RHC Womens

	Yes
Emergency	17
ICU	4
Infusion	8
Medical/Surgical	15
NIA Clinic	4
OB	17
OR	7
PACU	2
RHC	4
RHC Womens	1
<b>Total</b>	<b>79</b>

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



- Anesthesia
- Complaints/review req...
- Safety/Security
- OB/Nursery
- Medication Occurrenc...
- Procedure/Test/Speci...
- Falls/Slips
- Communication
- Transfer - Internal or E...
- Bloodborne Pathogen ...
- ED
- Equipment/Supply/Dev...
- Codes - Rapid Respon...
- Med Surg
- Mishandled Sharps
- Confidentiality/PHI Bre...
- IV issues/Blood transf...
- Surgery

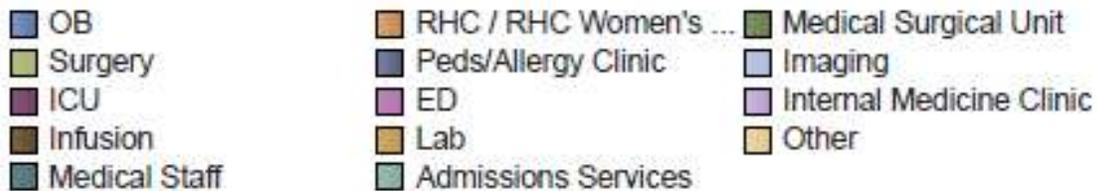
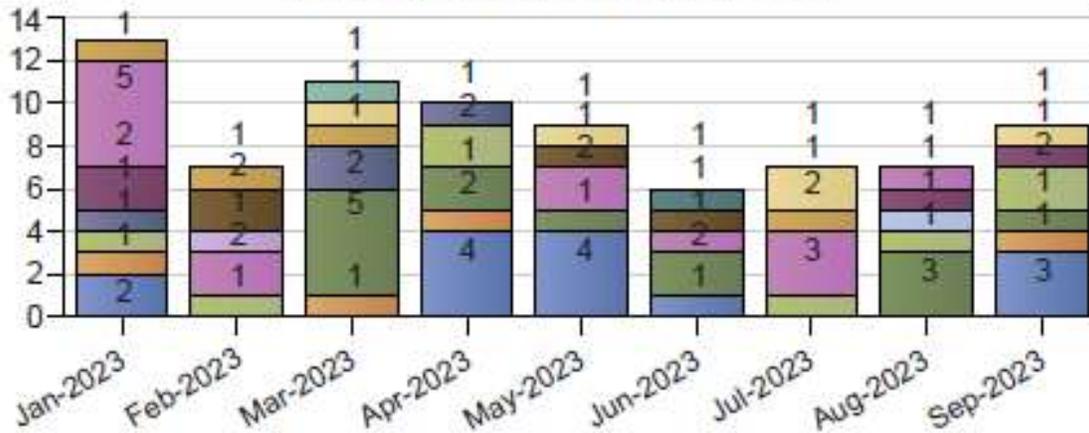
	Jan-2023	Feb-2023	Mar-2023	Apr-2023	Sep-2023	Total
Anesthesia				1		2
Complaints/review request	1		3	2	1	9
Safety/Security	1	1		1	1	5
OB/Nursery	1			1	1	5
Medication Occurrence/Error	4	3	5	3	1	23
Procedure/Test/Specimen problem	3	3	1	2	3	15
Falls/Slips			1			2
Communication	1		1			6
Transfer - Internal or External	1					2
Bloodborne Pathogen Exposure- Splash/ Mucous Membrane	1					1

	Jan-2023	Feb-2023	Mar-2023	Apr-2023
ED				
Equipment/Supply/Devices				
Codes - Rapid Response, Blue, Deescalation				
Med Surg				
Mishandled Sharps				
Confidentiality/PHI Breach/HIPAA violation				
IV issues/Blood transfusion issues				
Surgery				
<b>Total</b>	<b>13</b>	<b>7</b>	<b>11</b>	<b>10</b>

	May-2023	Jun-2023	Jul-2023	Aug-2023
ED			1	
Equipment/Supply/Devices		1	1	
Codes - Rapid Response, Blue, Deescalation			1	
Med Surg		1		
Mishandled Sharps	1			
Confidentiality/PHI Breach/HIPAA violation	1			
IV issues/Blood transfusion issues				
Surgery				
<b>Total</b>	<b>9</b>	<b>6</b>	<b>7</b>	<b>7</b>

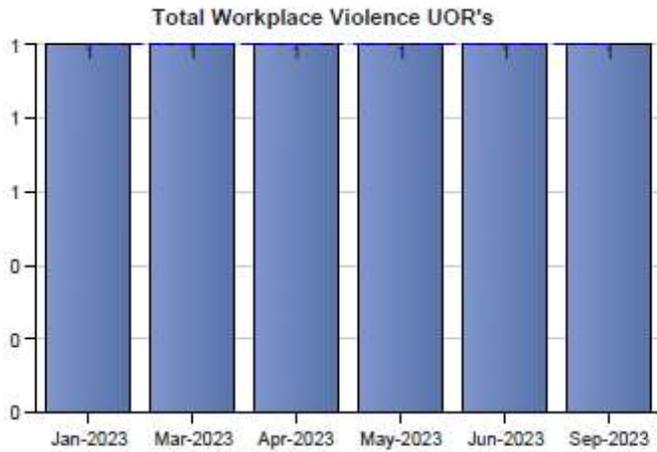
## UOR's Related to Nursing by Location

(only when Nursing Unit Involved = Yes)

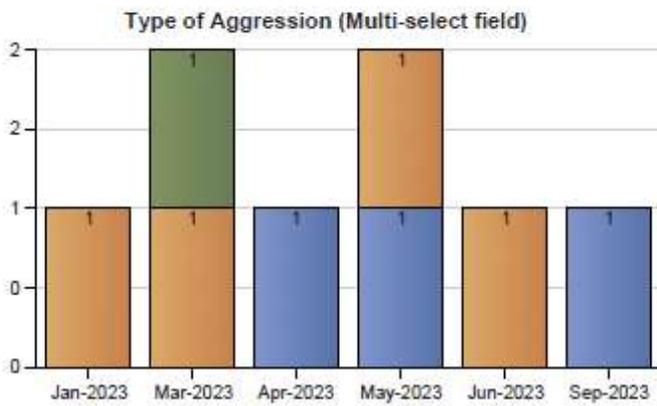


	Jan-2023	Feb-2023	Mar-2023	Apr-2023	May-2023	Jun-2023	Jul-2023	Aug-2023	Sep-2023	Total
OB	2			4	4	1			3	14
RHC / RHC Women's Clinic	1		1	1					1	4
Medical Surgical Unit			5	2	1	2		3	1	14
Surgery	1	1		2			1	1	2	8
Peds/Allergy Clinic	1		2	1						4
Imaging								1		1
ICU	2							1	1	4
ED	5	2			2	1	3	1		14
Internal Medicine Clinic		1								1
Infusion		2			1	1				4
Lab	1	1	1				1			4
Other			1		1		2		1	5
Medical Staff						1				1

	Jan-2023	Feb-2023	Mar-2023	Apr-2023	May-2023	Jun-2023	Jul-2023	Aug-2023	Sep-2023	Total
Admissions Services			1							1
<b>Total</b>	<b>13</b>	<b>7</b>	<b>11</b>	<b>10</b>	<b>9</b>	<b>6</b>	<b>7</b>	<b>7</b>	<b>9</b>	<b>79</b>

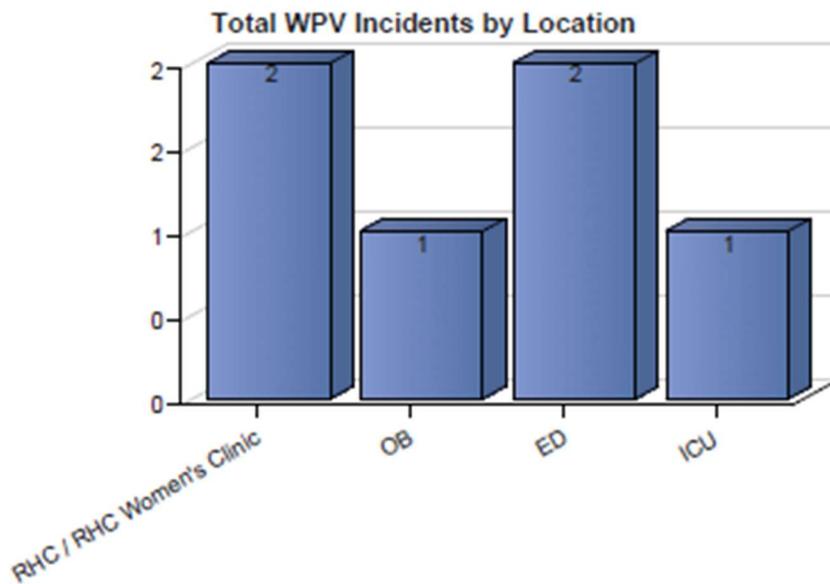


	Jan-2023	Mar-2023	Apr-2023	May-2023	Jun-2023	Sep-2023
Workplace Violence	1	1	1	1	1	1
<b>Total</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>



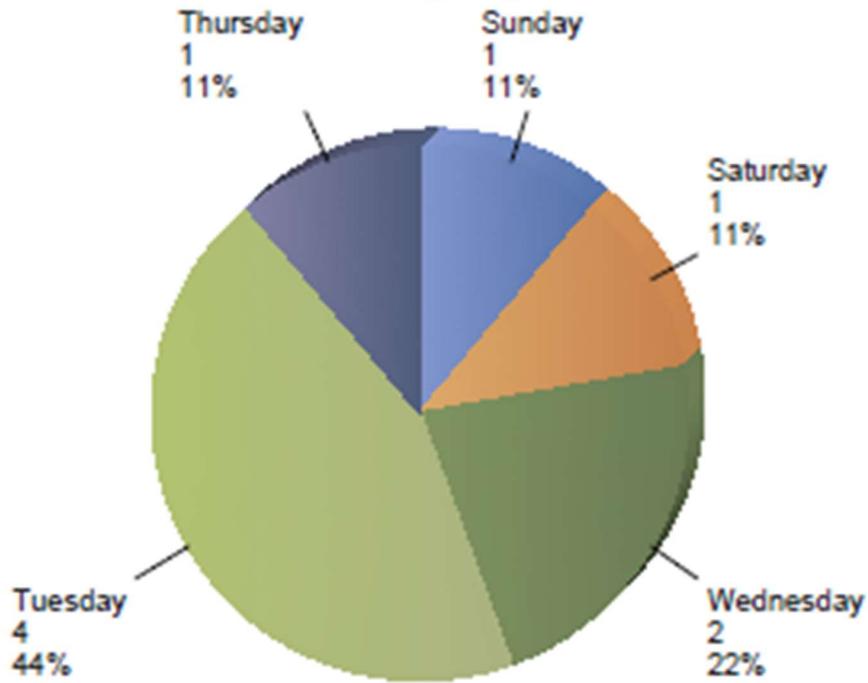
	Jan-2023	Mar-2023	Apr-2023	May-2023	Jun-2023	Sep-2023
Physical attack (biting, choking, grabbing, hair pulling, kicking, punching/slapping, scratching, spitting, striking, etc)			1	1		1
Verbal abuse	1	1		1	1	
Other threat of physical force		1				
<b>Total</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>1</b>

■ Physical attack (biting, etc) ■ Verbal abuse ■ Other threat of physical force

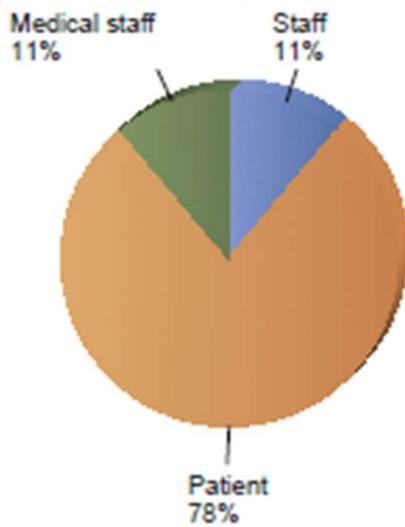


RHC / RHC Women's Clinic	2
OB	1
ED	2
ICU	1
<b>Total</b>	<b>6</b>

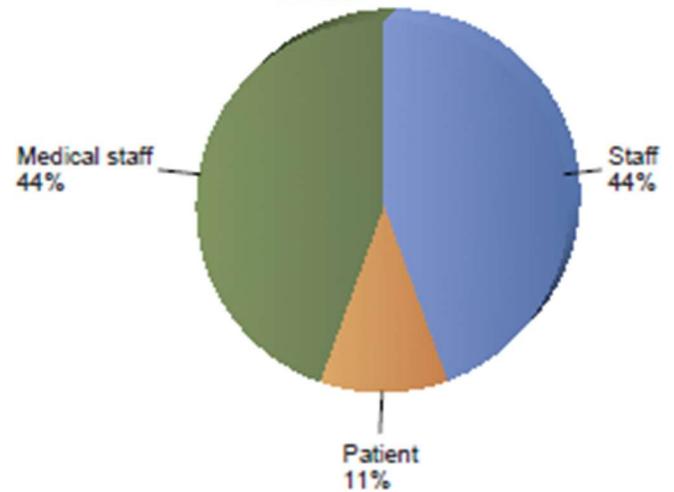
### Total Incidents by Day of the Week



### Assailant

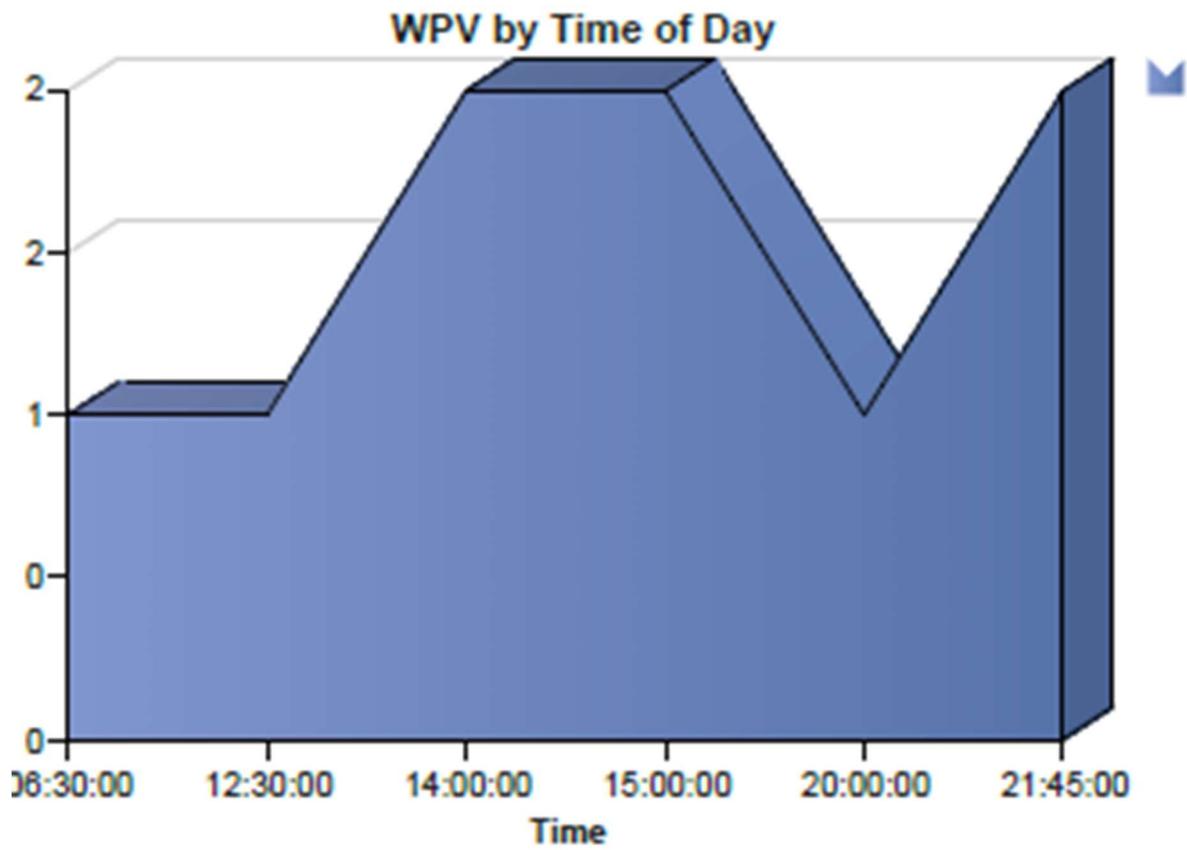
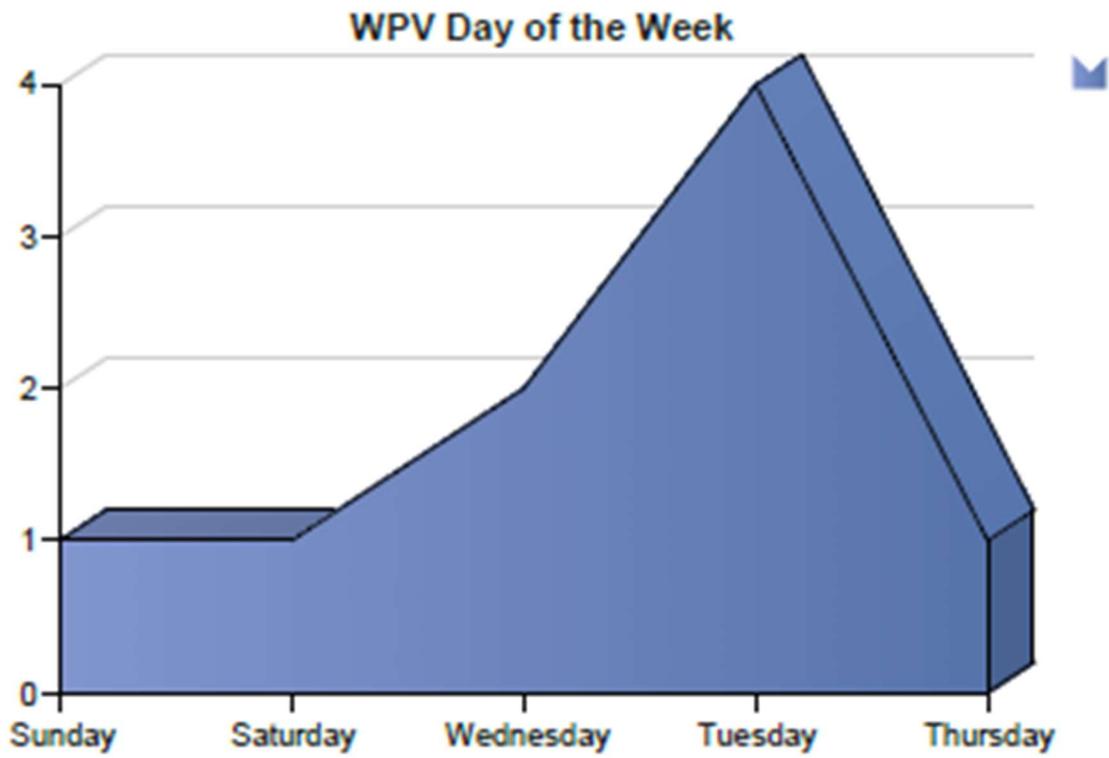


### Victim

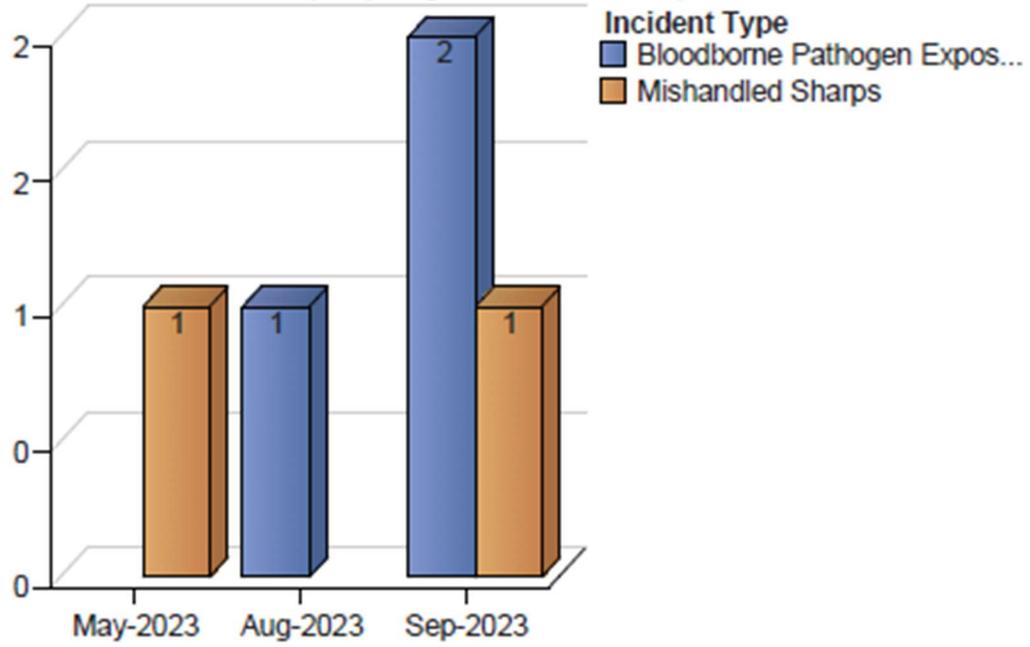


■ Staff    ■ Patient    ■ Medical staff

■ Staff    ■ Patient    ■ Medical staff

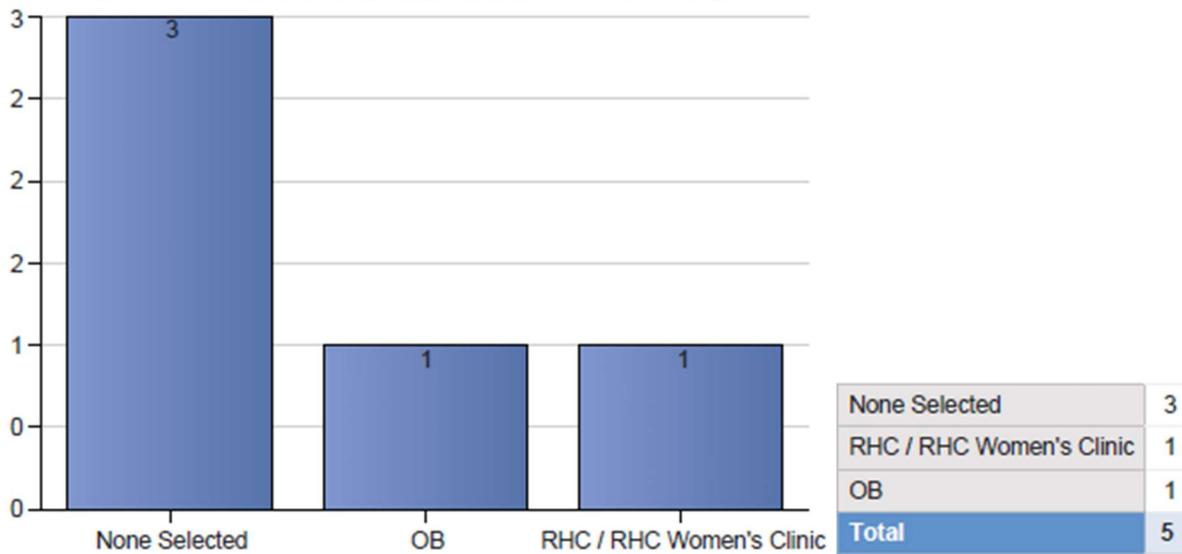


### Improperly Handled Sharps

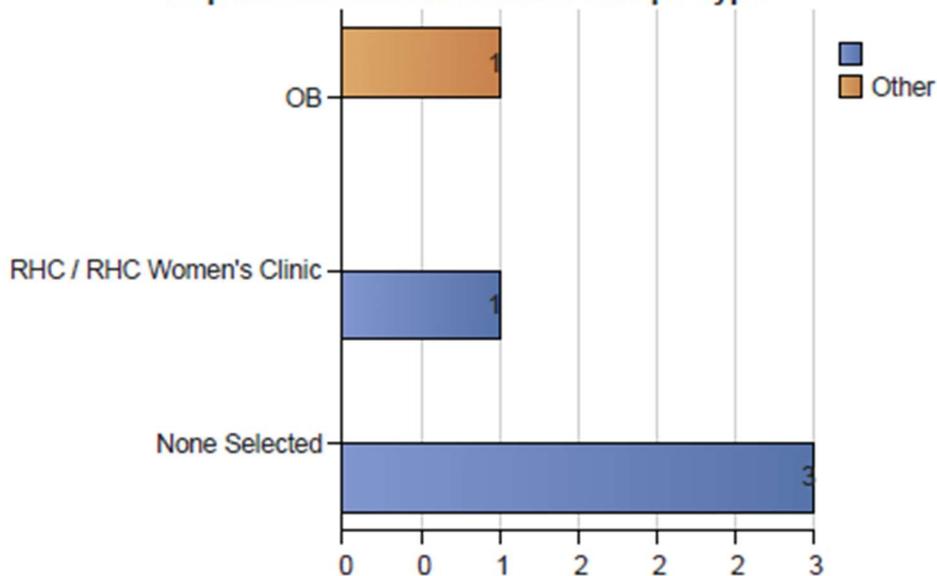


	May-2023	Aug-2023	Sep-2023	Total
Bloodborne Pathogen Exposure- Sharps Injury		1	2	3
Mishandled Sharps	1		1	2
<b>Total</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>5</b>

### Departments affected by improperly handled sharps

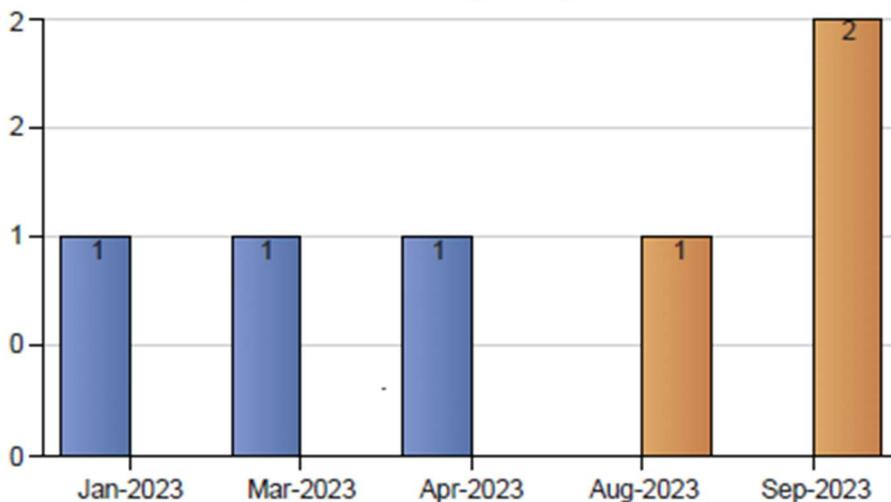


### Department and Mishandled Sharps Type



	Mishandled Sharps Type		Total
	None Selected	Other	
None Selected	3	0	3
RHC / RHC Women's Clinic	1	0	1
OB	0	1	1
<b>Total</b>	<b>4</b>	<b>1</b>	<b>5</b>

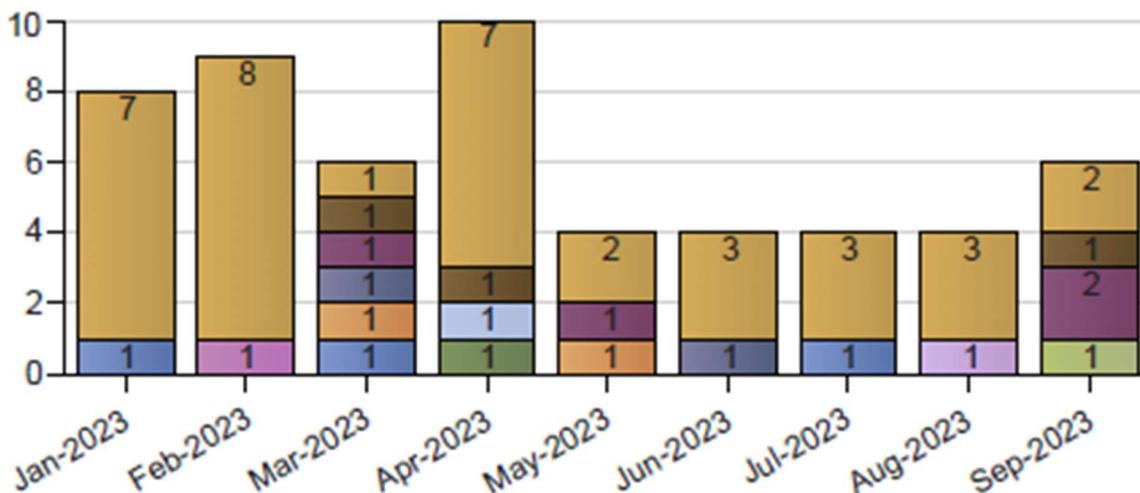
### Bloodborne Pathogen Exposure



■ Bloodborne Pathogen Exposure- Spl... ■ Bloodborne Pathogen Exposure- Sha...

	Jan-2023	Mar-2023	Apr-2023	Aug-2023	Sep-2023	Total
Bloodborne Pathogen Exposure- Splash/ Mucous Membrane	1	1	1	0	0	3
Bloodborne Pathogen Exposure- Sharps Injury	0	0	0	1	2	3
<b>Total</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>6</b>

### UOR's Related to Lab

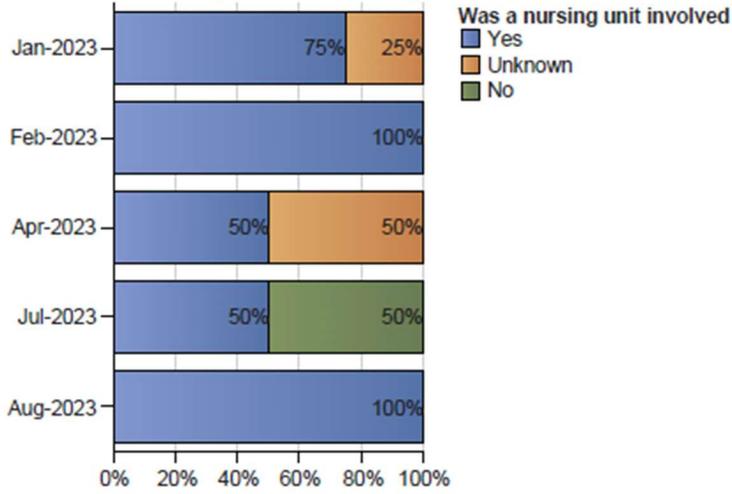


### Procedure/Test Problems

- Delay
- Delay due to Hospital/...
- Error reporting results
- Improper technique oth...
- Omitted a test or proc...
- Order Issue
- Other
- Patient was not proper...
- Performed on wrong p...
- Performed wrong proc...
- Specimen Problems\*\* ...

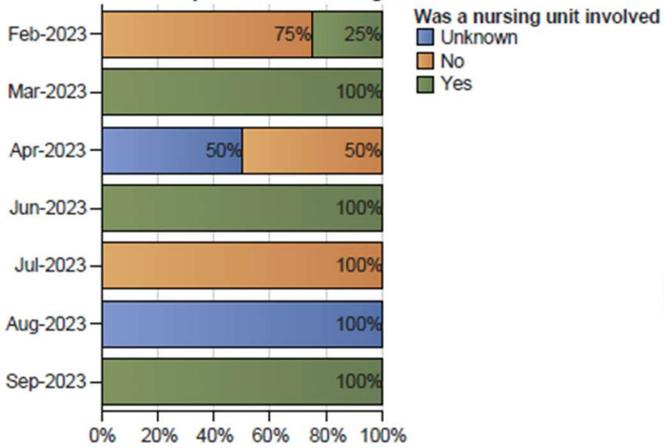
	Jan-2023	Feb-2023	Mar-2023	Apr-2023	May-2023	Jun-2023	Jul-2023	Aug-2023	Sep-2023	Total
Delay	1		1				1			3
Delay due to Hospital/Radiology systems problems or communication issues			1		1					2
Error reporting results				1						1
Improper technique other than a break in sterile technique									1	1
Omitted a test or procedure			1			1				2
Order Issue				1						1
Other			1		1				2	4
Patient was not properly prepared for the procedure or test		1								1
Performed on wrong patient								1		1
Performed wrong procedure			1	1					1	3
Specimen Problems** LAB ALWAYS SELECT THIS ONE**	7	8	1	7	2	3	3	3	2	36
<b>Total</b>	<b>8</b>	<b>9</b>	<b>6</b>	<b>10</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>6</b>	<b>55</b>

### Specimen Labeling Issues



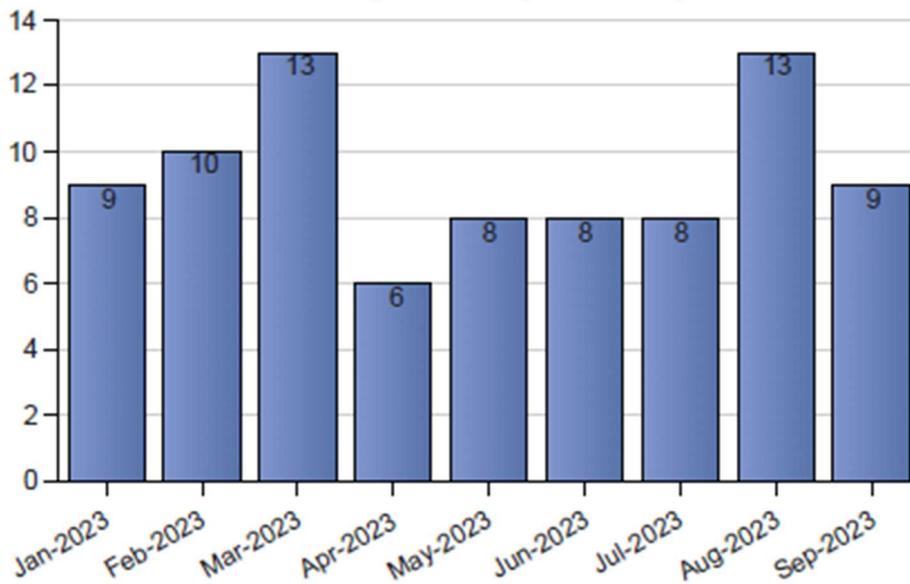
	Jan-2023	Feb-2023	Apr-2023	Jul-2023	Aug-2023	Total
Yes	3	2	1	1	1	8
Unknown	1		1			2
No				1		1
Total	4	2	2	2	1	11

### Specimen Handling Issues



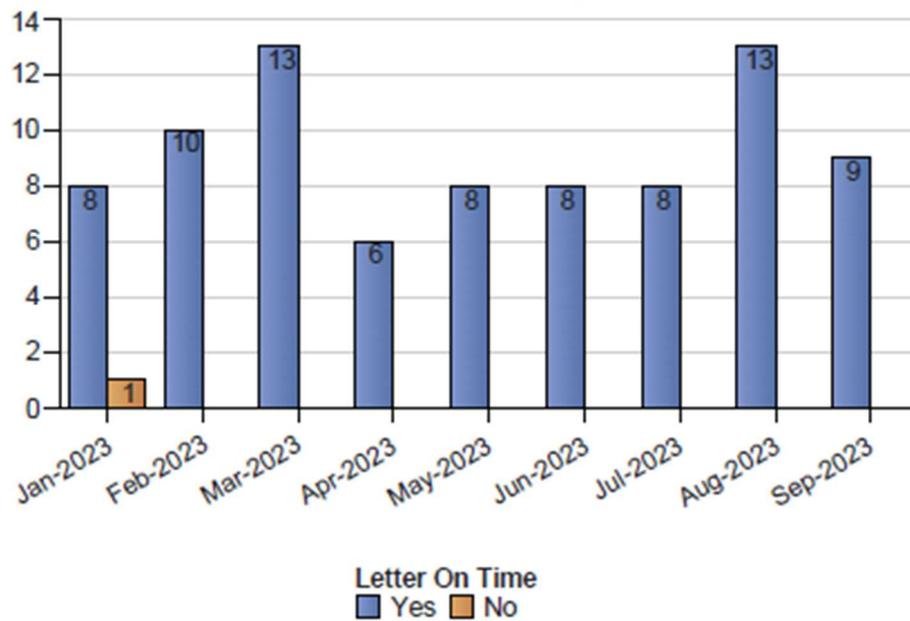
	Feb-2023	Mar-2023	Apr-2023	Jun-2023	Jul-2023	Aug-2023	Sep-2023	Total
Unknown			1			1		2
No	3		1		1			5
Yes	1	1		1			1	4
Total	4	1	2	1	1	1	1	11

### UOR's with Complaint Response Required



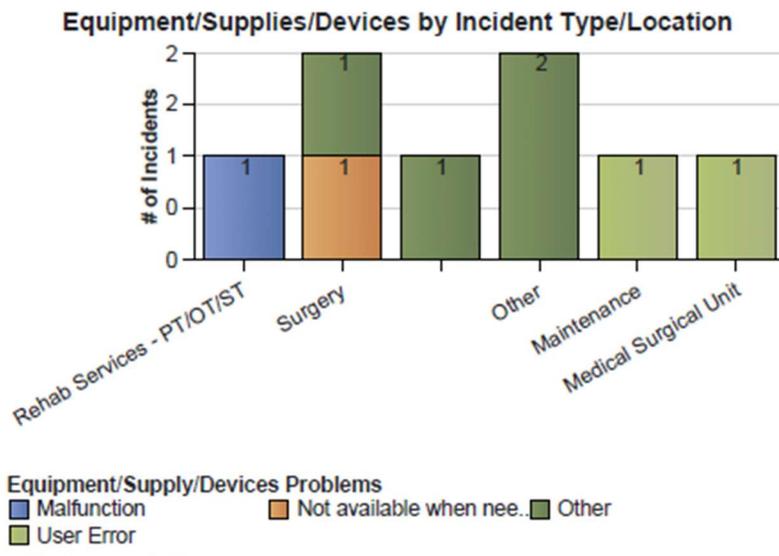
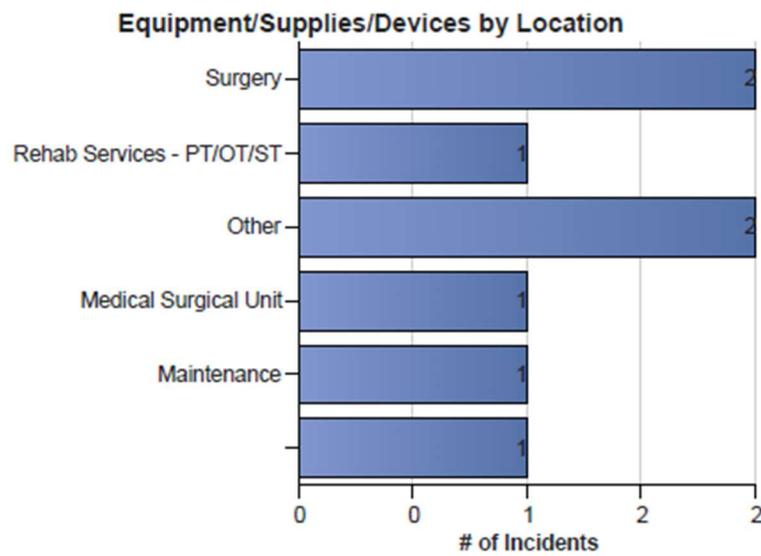
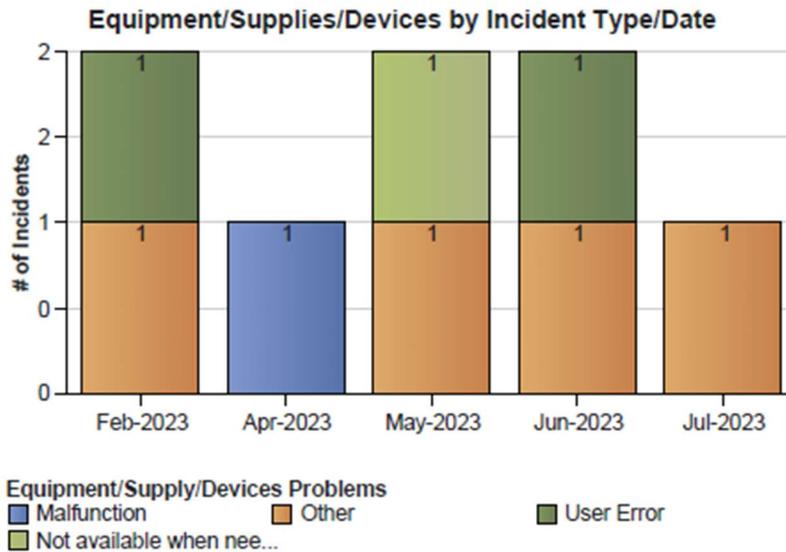
Jan-2023	9
Feb-2023	10
Mar-2023	13
Apr-2023	6
May-2023	8
Jun-2023	8
Jul-2023	8
Aug-2023	13
Sep-2023	9
<b>Total</b>	<b>84</b>

### UOR's with On Time Responses



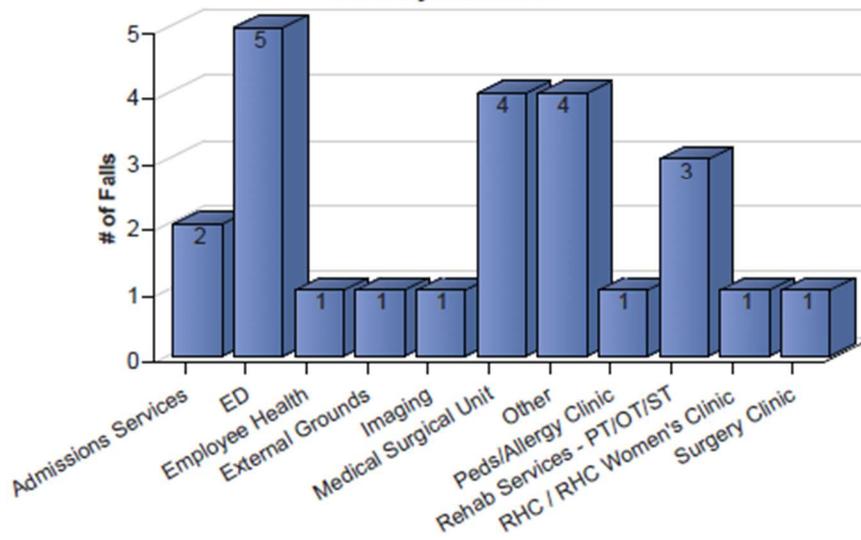
Letter On Time  
■ Yes ■ No

	Yes	No	Total
Jan-2023	8	1	9
Feb-2023	10	0	10
Mar-2023	13	0	13
Apr-2023	6	0	6
May-2023	8	0	8
Jun-2023	8	0	8
Jul-2023	8	0	8
Aug-2023	13	0	13
Sep-2023	9	0	9
<b>Total</b>	<b>83</b>	<b>1</b>	<b>84</b>

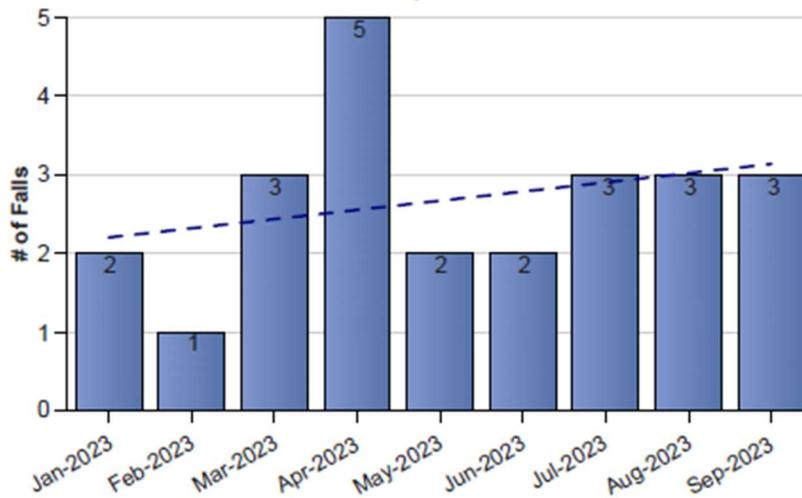


# of Falls	Falls/Slips	Total
Admissions Services	2	2
ED	5	5
Employee Health	1	1
External Grounds	1	1
Imaging	1	1
Medical Surgical Unit	4	4
Other	4	4
Peds/Allergy Clinic	1	1
Rehab Services - PT/OT/ST	3	3
RHC / RHC Women's Clinic	1	1
Surgery Clinic	1	1
<b>Total</b>	<b>24</b>	<b>24</b>

Falls by Location



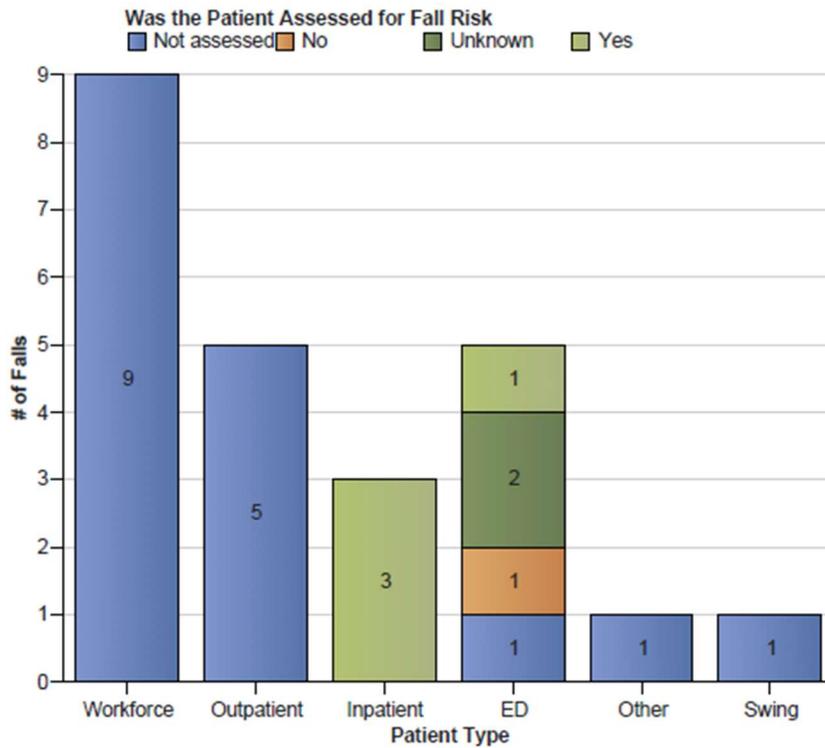
Falls by Date



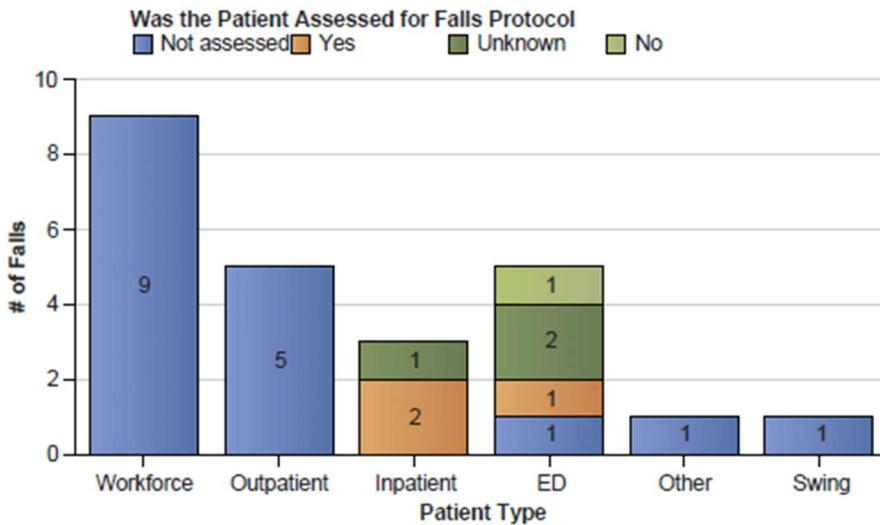
# of Falls	Falls/Slip Problem(s)							Total
	Not Identified	Ambulating	Bed/Crib	Chair	Grounds/floor issues	Ice/weather related	Other	
Not Identified	2	1			6	1	8	18
Confused		2						2
Oriented		3	1	1				5
<b>Total</b>	<b>2</b>	<b>6</b>	<b>1</b>	<b>1</b>	<b>6</b>	<b>1</b>	<b>8</b>	<b>25</b>

# of Falls	Was there any injury?			
	Not Identified	Yes	No	Total
Not Identified	9			9
ED	1	3	1	5
Inpatient	1		2	3
Other	1			1
Outpatient	5			5
Swing	1			1
<b>Total</b>	<b>18</b>	<b>3</b>	<b>3</b>	<b>24</b>

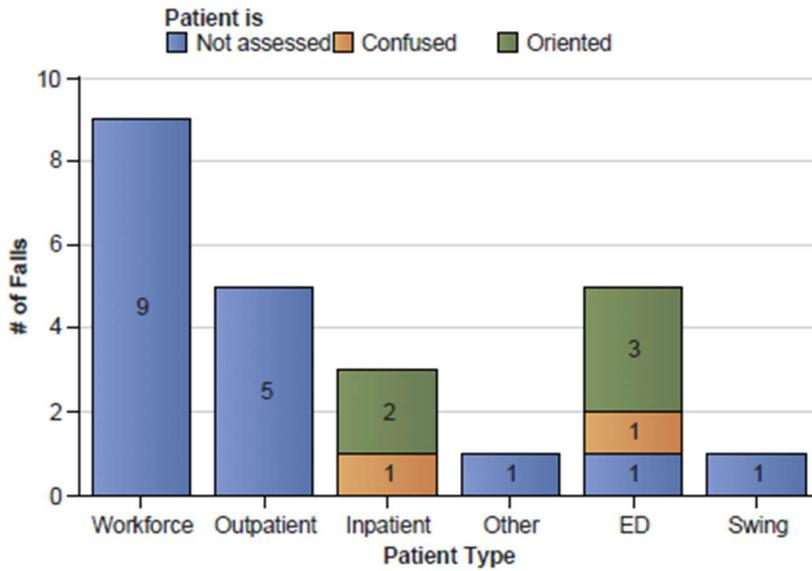
# of Falls	Fall Witnessed				Fall Alleged				Assisted to Floor				Found on Floor			
	Not Identified	No	Yes	Total	Not Identified	No	Yes	Total	Not Identified	No	Yes	Total	Not Identified	No	Yes	Total
Not Identified	9			9	9			9	9			9	9			9
ED	1	3	1	5	2	2	1	5	2	3		5	1	2	2	5
Inpatient	1		2	3	2	1		3	1	1	1	3	2		1	3
Other	1			1	1			1	1			1	1			1
Outpatient	5			5	5			5	5			5	5			5
Swing	1			1	1			1	1			1	1			1
<b>Total</b>	<b>18</b>	<b>3</b>	<b>3</b>	<b>24</b>	<b>20</b>	<b>3</b>	<b>1</b>	<b>24</b>	<b>19</b>	<b>4</b>	<b>1</b>	<b>24</b>	<b>19</b>	<b>2</b>	<b>3</b>	<b>24</b>



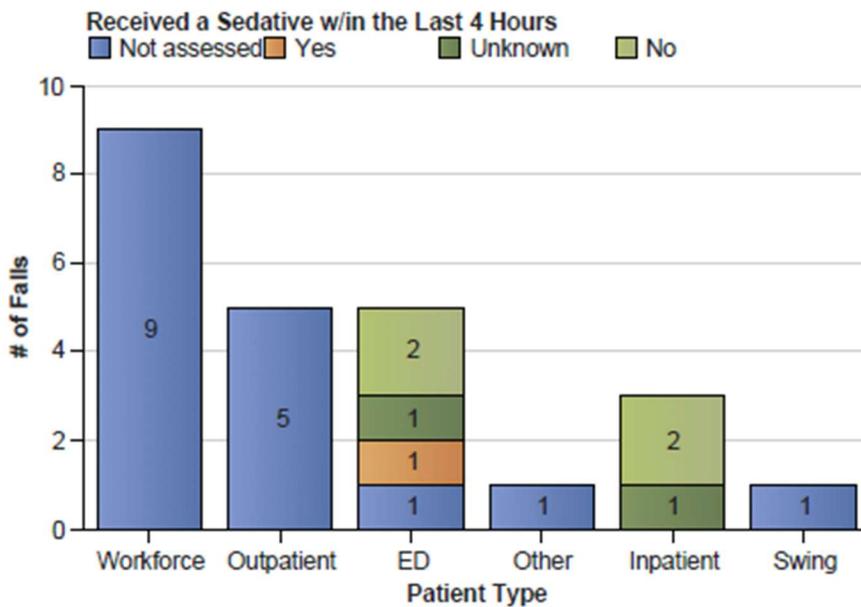
# of Falls	Was the Patient Assessed for Fall Risk				Total
	Not assessed	Yes	Unknown	No	
Workforce	9				9
Outpatient	5				5
Inpatient		3			3
Other	1				1
ED	1	1	2	1	5
Swing	1				1
<b>Total</b>	<b>17</b>	<b>4</b>	<b>2</b>	<b>1</b>	<b>24</b>



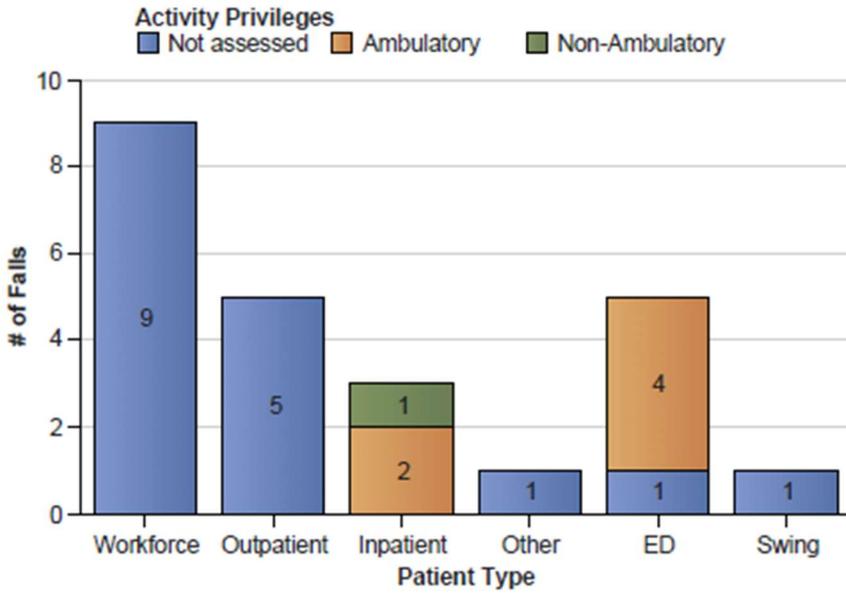
# of Falls	Was the Patient Assessed for Falls Protocol				Total
	Not assessed	Yes	Unknown	No	
Workforce	9				9
Outpatient	5				5
Inpatient		2	1		3
Other	1				1
ED	1	1	2	1	5
Swing	1				1
<b>Total</b>	<b>17</b>	<b>3</b>	<b>3</b>	<b>1</b>	<b>24</b>



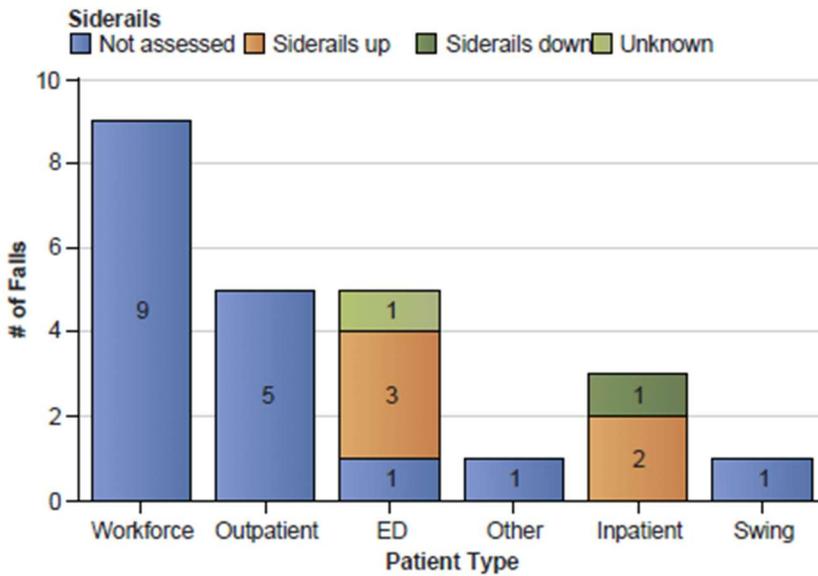
# of Falls	The Patient Is			Total
	Not assessed	Oriented	Confused	
Workforce	9			9
Outpatient	5			5
Other	1			1
ED	1	3	1	5
Swing	1			1
Inpatient		2	1	3
<b>Total</b>	<b>17</b>	<b>5</b>	<b>2</b>	<b>24</b>



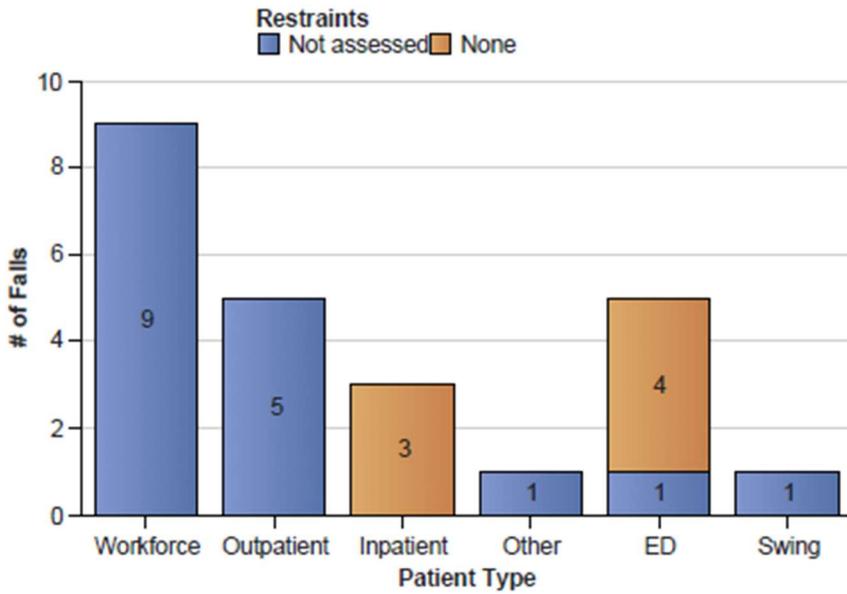
# of Falls	The Patient Is			
	Not assessed	Oriented	Confused	Total
Workforce	9			9
Outpatient	5			5
Other	1			1
ED	1	3	1	5
Swing	1			1
Inpatient		2	1	3
<b>Total</b>	<b>17</b>	<b>5</b>	<b>2</b>	<b>24</b>



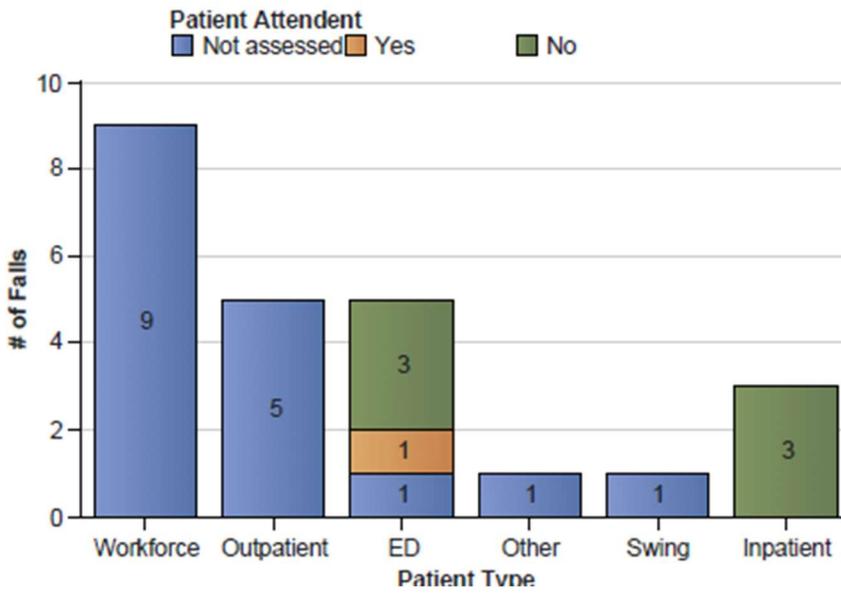
# of Falls	Activity Privileges			Total
	Not assessed	Ambulatory	Non-Ambulatory	
Workforce	9			9
ED	1	4		5
Inpatient		2	1	3
Other	1			1
Outpatient	5			5
Swing	1			1
<b>Total</b>	<b>17</b>	<b>6</b>	<b>1</b>	<b>24</b>



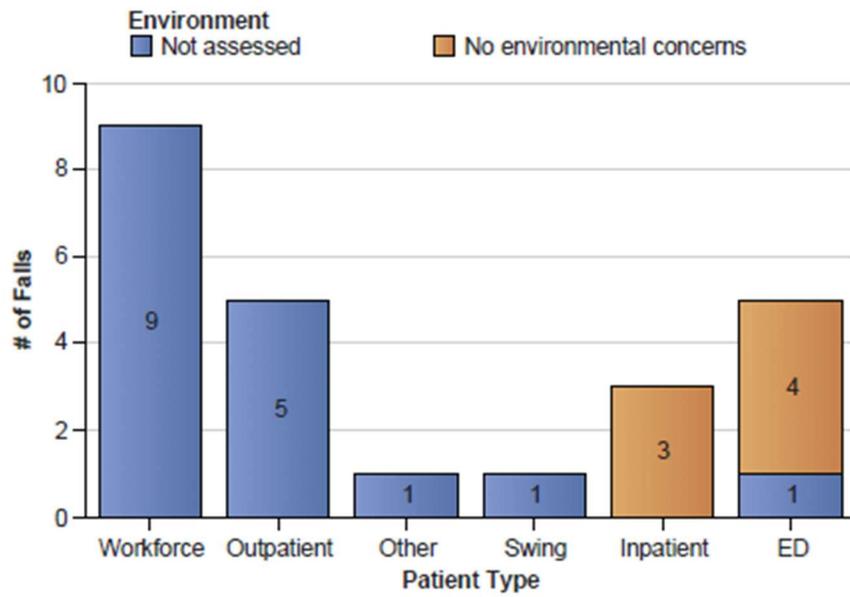
# of Falls	Siderails				Total
	Not assessed	Unknown	Siderails up	Siderails down	
Workforce	9				9
Outpatient	5				5
Other	1				1
ED	1	1	3		5
Swing	1				1
Inpatient			2	1	3
<b>Total</b>	<b>17</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>24</b>



# of Falls	Restraints		Total
	Not assessed	None	
Workforce	9	0	9
Outpatient	5	0	5
Other	1	0	1
Swing	1	0	1
Inpatient	0	3	3
ED	1	4	5
<b>Total</b>	<b>17</b>	<b>7</b>	<b>24</b>



# of Falls	Patient Attendent			Total
	Not assessed	Yes	No	
Workforce	9	0	0	9
Outpatient	5	0	0	5
Other	1	0	0	1
ED	1	1	3	5
Swing	1	0	0	1
Inpatient	0	0	3	3
<b>Total</b>	<b>17</b>	<b>1</b>	<b>6</b>	<b>24</b>

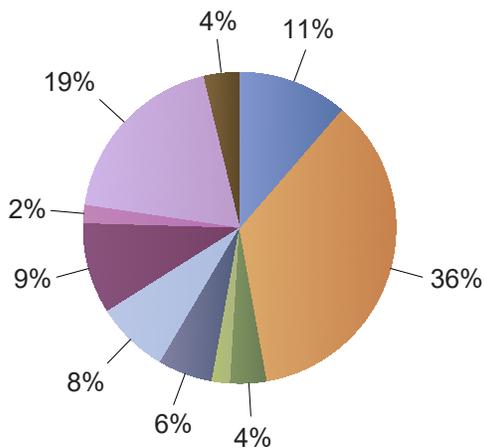


# of Falls	Environment		Total
	Not assessed	No environmental concerns	
Workforce	9		9
Outpatient	5		5
Other	1		1
Inpatient		3	3
Swing	1		1
ED	1	4	5
<b>Total</b>	<b>17</b>	<b>7</b>	<b>24</b>

## Medication Administration

	# of Errors	# of Occurrences	Total
Jan-2023	5	1	6
Feb-2023	2	3	5
Mar-2023	4	4	8
Apr-2023	2	5	7
May-2023	1	3	4
Jun-2023	2	3	5
Jul-2023	4	1	5
Aug-2023	7		7
Sep-2023	2	1	3
<b>Total</b>	<b>29</b>	<b>21</b>	<b>50</b>

### MERP INDICATOR



None Selected	6
Administration	19
Compounding	2
Dispensing	1
Distribution	3
Education	4
Labeling	5
Monitoring	1
Order communication	10
Prescribing	2
<b>Total</b>	<b>53</b>

#### MERP indicator

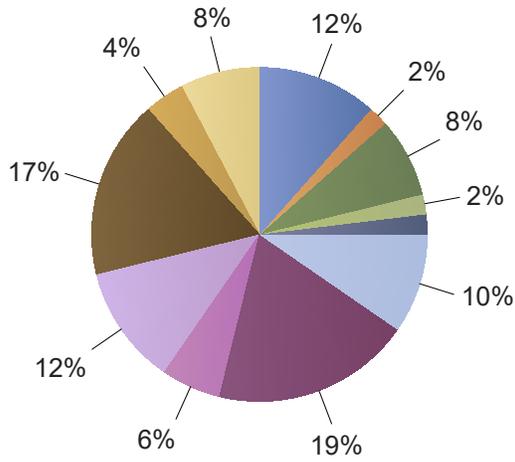
- None Selected
- Administration
- Compounding
- Dispensing
- Distribution
- Education
- Labeling
- Monitoring
- Order communication
- Prescribing

### MERP = Medication Error Reduction Program

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

Medication errors are those issues that did reach the patient.

### NIHD INDICATOR



#### NIHD Indicator

- None Selected
- Duplicated
- EHR functionality
- Fill error
- Incorrect narcotic...
- Omitted
- Other
- Outdated drug
- Wrong dose
- Wrong medication
- Wrong route
- Wrong time

None Selected	6
Duplicated	1
EHR functionality	4
Fill error	1
Incorrect narcotic count	1
Omitted	5
Other	10
Outdated drug	3
Wrong dose	6
Wrong medication	9
Wrong route	2
Wrong time	4
<b>Total</b>	<b>52</b>

### Medication Administration Accuracy Rates

Month/Year	Total number of Medications administered	NIHD Total number of errors	NIHD % error rate	National % Medication Error	NIHD % Medication Administration accuracy	References
2023 - January	16,737	5	0.03%	8%-25%	99.97%	During medication administration, there is about an <b>8%-25% median medication error rate</b> (Patient Safety Network, 2018).
2023- February	12,177	2	0.02%	8%-25%	99.98%	
2023 - March	14,218	4	0.03%	8%-25%	99.97%	
2023 - April	11,167	2	0.02%	8%-25%	99.98%	
2023 - May	14,803	1	0.01%	8%-25%	99.99%	
2023 - June	11,375	2	0.02%	8%-25%	99.98%	In a review of 91 direct observation studies of medication errors in hospitals and long-term care facilities, investigators estimated median error rates of 8%–25% during medication administration.
2023 - July	14,485	4	0.03%	8%-25%	99.97%	
2023 - August	14,263	7	0.05%	8%-25%	99.95%	
2023 - September	12,669	2	0.02%	8%-25%	99.98%	
2023 - October						reference for above: <a href="https://psnet.ahrq.gov/primer/medication-administration-errors#:~:text=In%20a%20review%20of%2091,%E2%80%9325%20during%20medication%20administration.">https://psnet.ahrq.gov/primer/medication-administration-errors#:~:text=In%20a%20review%20of%2091,%E2%80%9325%20during%20medication%20administration.</a>
2023 - November						Occurrences not included, as they are not errors that are administered to a patient.
2023 - December						



**NORTHERN INYO HEALTHCARE DISTRICT**

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

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

DATE: November 2023  
TO: Board of Directors  
Northern Inyo Healthcare District  
FROM: Interim CEO Board Report  
Jannalyn Lawrence, Outpatient Clinics  
RE: Department Update

---

## **REPORT DETAIL**

### **NEW BUSINESS**

1. We continue to ramp up clinic and OR schedules for Dr. Davis and Dr. Wiles; patient response has been overwhelmingly positive, they both have wonderful bedside manner.
2. Dr. Rowan, cardiologist, has started seeing patients in Specialty Clinic. We are working toward three days per month, and have had no trouble filling his schedule. We're exploring opportunities to partner with him in cardiopulmonary department to expand patient access to cardiology services.
3. We are administering seasonal vaccines in our primary care clinics, including flu, RSV, and will soon have most recent COVID vaccine available as well. Flu vaccination is one of our QIP measures so we've leveraged our i2i communication system to send text messages encouraging our pediatric population to come in for flu shots.

### **OLD BUSINESS**

None



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*One Team, One Goal, Your Health!*

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

DATE: November 2023

TO: Board of Directors  
Northern Inyo Healthcare District

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

RE: Department Update

---

## **REPORT DETAIL**

### **FOUNDATION**

At the September board meeting the Board approved \$2,300 for the 120,000 mile service on CAREshuttle 19. The Board also continued preparation for the Fall Fundraise on October 7<sup>th</sup>. That event was a great success in reengaging the community around services being offered by the District through introducing Dr. Clayton Davis. The event grossed \$8,800 and netted around \$4,300.00. October's board meeting comprised mainly of a debrief of the event and areas for improvement on the next fundraiser.

### **GRANT WRITING**

The new grant opportunity to help support the adoption of AB 133, CalHHS' Data Exchange Framework was funded in the full amount of \$100,000. We now have until January 2026 to implement the requirements of the Data Exchange Framework. Administration and maintenance for all other current grants is ongoing.



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One Team, One Goal, Your Health!*

150 Pioneer Lane  
Bishop, California 93514

(760) 873-5811

DATE: November 2023

TO: Board of Directors  
Northern Inyo Healthcare District

FROM: Interim CEO Board Report  
Tanya De Leo, Patient Access

RE: Department Update

---

## **REPORT DETAIL**

### **NEW BUSINESS**

Auth & Referral has successfully added our 5<sup>th</sup> team member, and she is doing excellent.

### **OLD BUSINESS**

Auth & Referral moved to the Administration Bldg. All is going well.

Auth & Referral will be adding a new team member which will be huge help to our current team.

RHC phones are now being answered in the Administration Building which provides a quiet space to communicate with patients.

RHC has added a 3<sup>rd</sup> check-in window, avoiding long lines for patients checking in.



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

DATE: November 2023  
TO: Board of Directors, Northern Inyo Healthcare District  
FROM: Interim CEO Board Report  
Barbara Laughon, Manager, *Marketing, Communications, & Strategy*  
RE: Department Update

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## REPORT DETAIL

### COMMUNITY OUTREACH:

**Moonlight Mammograms:** Two sessions held, October 12 and 26; first session filled promptly as did second. Staffing limited a third night. I defer to DI's Larry Weber and Marci Boyd for exact statistics. Many thanks to our partners for donating items for goodie bags. Eastern Sierra Cancer Alliance (ESCA) working with NIHD on the return of the WeCare program, covering mammogram costs for uninsured or underinsured women.

**ESCA 5K Run/Walk:** Hosted informational table at Oct. 21 event, spotlighted our Diagnostic Imaging services. Thanks to HR's Marjorie Routt for staffing the table. Also thanks to CEO/CFO DelRossi, CNO/COO Partridge, and CHRO Murray for attending.

**Healthy Lifestyle Talks:** Held Breast Cancer Awareness talk October 16, with Drs. Olsen, Wasef, and Loos, and Lymphedema specialist Dana Georgeson, and hosted by CMO Hawkins. Video available on NIHD YouTube Channel. This month's offering will focus on Diabetes.

**Podcast:** New segment is *Tears & Repairs: The Basics of Knee Stability* with Dr. Loy, NIHD Orthopedic Surgeon. On tap for next release: *Eating for Immunity* with Kalina Gardiner, RDN.

### MARKETING:

**Introducing New Doctors:** Continue working to introduce Sue Park (Behavioral Health), and Drs. Clayton Davis, Connor Wiles, and Chris Rowan to the community using multi-channel marketing and news efforts.

**Recruiting:** Developed recruitment card for placement in goodie bags at BishopCraggin' Classic event.

### COMMUNICATIONS:

**Internal:** Next Employee Town Hall set for Monday, Nov. 20, 8:30 a.m.

**External:** Next Community Town Hall tentatively scheduled for Monday, March 25, 5:30 p.m. via Zoom webinar. News outlets spotlighted Community Pink Day, Auxiliary Boutique.

NORTHERN INYO HEALTHCARE DISTRICT  
BYLAWS

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ADOPTED BY THE BOARD OF DIRECTORS  
NORTHERN INYO HEALTHCARE DISTRICT

REVISED AND ADOPTED IN CONFORMANCE WITH DIVISION 23, SECTION 32000 ET SEQ. OF THE  
CALIFORNIA HEALTH AND SAFETY CODE ON JUNE 15, 2022

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

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NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE I

NAME, AUTHORITY AND OFFICES

Section 1. NAME

The name of this non-profit health care district organization shall be the Northern Inyo Healthcare District, hereinafter "the District".

Section 2. AUTHORITY

- a) This District, having been established January 11, 1946, by vote of the residents of the District under the provisions of Division 23, Section 32000 et seq, of the Health and Safety Code of the State of California, otherwise known and referred to herein as "The Local Health Care District Law," and ever since said time having been operated thereunder, these bylaws are adopted in conformance therewith, and subject to the provisions thereof.
- b) In the event of any conflict between these bylaws and "The Local Health Care District Law," the latter shall prevail. To the extent they are not in conflict with these bylaws, the proceedings of the District Board shall be guided by the most recent edition of Robert's Rules of Order.

Section 3. OFFICES

The principal office for the transaction of business of the District is hereby fixed within the boundaries of the District as determined by the Board of Directors.

Section 4. TITLE OF PROPERTY

The title to all property of the District shall be vested in the District, and the signature of the President and/or Secretary, or any officer designated by the Directors, as authorized at any meeting of the Directors, shall constitute the proper authority for the purchase or sale of property, or for the investment or other disposal of funds which are subject to the control of the District.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE II

PURPOSES AND SCOPE

Section 1. PURPOSES

The purposes of the Northern Inyo Healthcare District shall include, but not be limited to the following:

- a) Within available resources, to provide facilities and health services for quality acute and continued care of the injured and ill, inducing health maintenance and education, regardless of sex, race, creed, cultural or national origin.
- b) To coordinate, wherever possible and feasible, the activities of the District with health agencies and other health facilities providing specialized as well as comprehensive care.
- c) To conduct educational and research activities essential to the attainment of its purposes.
- d) To do any and all other acts necessary to carry out the provisions of the Health Care District Act.

Section 2. SCOPE OF BYLAWS

- a) These bylaws shall govern the Northern Inyo Healthcare District, its Board of Directors and its relationship to affiliated or subordinate organizations. The primary purpose of these bylaws is to provide rules for the self-governance of the District and the Board of Directors, to provide a structure for the Board of Directors to fulfill its functions and responsibilities with respect to an organized self-governing Medical Staff, and to provide a structure for Administration of the licensed healthcare inpatient and outpatient facilities operated by the District (specifically Northern Inyo Hospital, 1206 D and 1206 B clinics).
- b) The Board of Directors may delegate certain powers to the Authority of the Board's committees, the Medical Staff, and to other affiliated and subordinate organizations and groups governed by the District, such powers to be exercised in accordance with the respective bylaws or guidelines of such groups. All powers and functions not expressly delegated to such affiliated or subordinate organizations or groups are to be considered residual powers vested in the Board of Directors of this District.

- c) The Bylaws, Rules and Regulations of the Medical Staff and other affiliated and subordinate organizations and groups governed by the District, and any amendments to such bylaws, shall not be effective until the same are approved by the Board of Directors of the Northern Inyo Healthcare District. The provisions of these District bylaws shall be construed to be consistent with the Medical Staff's bylaws. Except that these Bylaws shall not conflict with the bylaws of the Medical Staff as approved by the Board of Directors, the Board of Directors may review these Bylaws and revise them as it deems appropriate.

Section 3. NOT FOR PROFIT STATUS

There shall be no contemplation of profit or pecuniary gain, and no distribution of profits to any individual, under any guise whatsoever; nor shall there be any distribution of assets or surpluses to any individual on the dissolution of this District.

Section 4. DISPOSITION OF SURPLUS

Should the operation of the District result in a surplus of revenue over expenses during any particular period, such surplus may be used and dealt with by the Directors for charitable District purposes or for improvements hospital's facilities for the care of the sick, injured, or disabled, or for other purposes not inconsistent with the Local Health Care District Act, or these bylaws. The Board of Directors may authorize the disposition of any surplus property of the District by any method determined appropriate by the Board.

Section 5. INDEMNIFICATION

- (a) Any person made or threatened to be made a party to any action or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he/she, his/her estate, or his/her personal representative is or was a Director, officer or employee of the District, or an individual (including a medical staff appointee) acting as an agent of the District, or serves or served any other corporation or other entity or organization in any capacity at the request of the District while acting as a Director, officer, employee or agent of the District shall be and hereby is indemnified by the District, as provided in Sections 825 *et.seq.* of the California Government Code.
- (b) Indemnification shall be against all judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees actually and necessarily incurred, as a result of any such action or proceeding, or any appeal therein, to the fullest extent permitted and in the manner prescribed by the laws of the State of California, as they may be amended from time to time, or such other law or laws as may be applicable to the extent such other law or laws is not inconsistent with the law of California, including Sections 825 *et.seq.* of the California Government

Code.

- (c) Nothing contained herein shall be construed as providing indemnification to any person in any malpractice action or proceeding arising out of or in any way connected with such person's practice of his or her profession.

Section 6. FISCAL YEAR

The fiscal year of the District shall commence on the first day of July and each year shall end on the last day of June of the each year.

Section 6 Annual Audit removed see section see VI Section, 2, b.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE III

BOARD OF DIRECTORS

Section 1. ELECTION

The Board of Directors shall be elected as provided in "The Local Healthcare District Law," which shall also govern eligibility for election to the Board of Directors.

Section 2. POWERS

The Board of Directors shall have and exercise all the powers of a Healthcare District as set forth in the Healthcare District Act. Specifically, the Board of Directors shall be empowered as follows:

- a) To control and be responsible for the overall governance of the District, including the provision of management and planning.
- b) To make and enforce all rules and regulations necessary for the administration, government, protection and maintenance of hospitals and other facilities under District jurisdiction and to ensure compliance with all applicable laws.
- c) To appoint a Chief Executive Officer and to define the powers and duties of such appointee, and to delegate to such person overall responsibility for operations of the District, the Hospital, and affiliated entities as specified herein and consistent with Board of Directors' Policies. The Board shall also retain legal counsel and independent auditors as needed for District and Hospital operations.
- d) To authorize the formation of other affiliated or subordinate organizations which they may deem necessary to carry out the purposes of the District.
- e) To periodically review and develop a strategic plan for the District and the Hospital.
- f) To determine policies and approve procedures for the overall operation and affairs of this District and its facilities according to the best interests of the public health and to assure the maintenance of quality patient care.
- g) To enter into Joint Powers Agreements with other public entities, and to carry out the District's responsibilities in regard to such Joint Powers Authority as prescribed by law.

- h) To evaluate the performance of the Hospital in relation to its vision, mission and goals.
- i) To provide for coordination and integration among the Hospital's leaders to establish policy, maintain quality care and patient safety, and provide for necessary resources.
- j) To be ultimately accountable for the safety and quality of care, treatment and services.
- k) All powers of the Board of Directors, which are not restricted by statute, may be delegated by an employment agreement, policies, and by direction of the Board to the Chief Executive Officer or to others employed by or with responsibilities to the District, to be exercised in accordance with that delegation.
- l) In the event of a vacancy in any Board office established by Article V of these Bylaws (Chair, Vice Chair, etc.), the Board of Directors shall select someone to fill such vacancy and to serve until the next regular election of officers, unless such person earlier resigns or is removed in accordance with said Article.
- m) To do any and all other act and things necessary to carry out the provisions of these bylaws or of the provisions of the Local Healthcare District Law.

Section 3. COMPENSATION

The Board of Directors shall serve without compensation except that the Board of Directors, by a majority vote of the members of the Board, may authorize payment not to exceed one hundred dollars (\$100) per meeting, or for each committee meeting or other meeting authorized by Board or Chair of the Board, and not to exceed five (5) meetings a month as compensation to each member of the Board of Directors, in accordance with Section 32103 of the California Health and Safety Code, as amended.

Each member of the Board of Directors shall be allowed his/her necessary traveling and incidental expenses incurred in the performance of official business of the District pursuant to the Board's policy.

A budget for the Board of Directors educational expenses is developed each year. At least annually, the entire Board will review their travel and incidental expenses.

Section 4. VACANCIES

Any vacancy upon the Board of Directors shall be filled by the methods prescribed in Section 1780 of the Government Code.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE IV

MEETINGS OF DIRECTORS

Section 1. REGULAR MEETINGS

The regular meetings of the Board of Directors of the Northern Inyo Healthcare District shall be held monthly, or as periodically determined by the Board, on such day and at such time as the Board of Directors shall from time-to-time establish by resolution and/or motion.

Section 2. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chair or three (3) Directors, and notice of the holding thereof shall be received by each member of the Board of Directors at least twenty-four hours (24) before said meeting.

Section 3. QUORUM

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, and motions and resolutions shall be passed if affirmatively voted upon by a majority of those voting at the time the vote is taken. If a member has a conflict of interest and may not vote they may not be counted towards a quorum.

Section 4. ADJOURNMENT

A quorum of the Board of Directors may adjourn any Directors' meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the Directors present at any Directors' meeting, either regular or special, may adjourn until the time fixed for the next regular meeting of the Board of Directors. An adjourned meeting can consider only the business of the meeting which was adjourned. An adjourned meeting must be completed prior to the convening of a new meeting.

Section 5. PUBLIC MEETINGS

All meetings of the Board of Directors whether regular, special or adjourned, shall be open to the public in accordance with Government Code Sections 54950 through 54961, commonly known as the Ralph M. Brown Act provided, however, that the foregoing shall not be construed to prevent the Board of Directors from holding executive sessions to consider the appointment,

employment, promotion, demotion or dismissal of an employee or public officer, as the term is defined by law, or to hear complaints or charges brought against such officer or employee, to discuss labor negotiations, or to consult with legal counsel concerning litigation to which the District is a party, and prospective and probably litigation, as provided in Sections 54956.7 through 54957 of the Government Code. In addition, closed sessions may be held to discuss trade secrets as defined in Government Code Section 54956.7, and provided in Section 32106 of the Health and Safety Code. To the extent not in violation with the Ralph M. Brown Act or the California Public Records Act, and California Health and Safety Code Section 32155, any information and reports protected from discovery by California Evidence Code Section 1157 that are provided to the Board of Directors by the Medical Staff shall be presented and discussed in closed sessions, maintained as confidential and not released except as required by applicable laws.

Section 6.                    MINUTES

A book of minutes of all public meetings of the Board of Directors shall be kept at the principal office of the District and shall be open for public inspection upon request.

Section 7.                    SCOPE OF MOTIONS AND RESOLUTIONS

The decisions of the Board establishing general rules or procedures of the District and/or procedures affecting the Directors shall be by motion or resolution. All motions or resolutions become effective at the time voted upon affirmatively by a majority of the Directors voting at the time the vote is taken.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE V

OFFICERS AND THEIR DUTIES

Section 1. OFFICERS

The officers of the Board of Directors of the Northern Inyo Healthcare District shall be a President, Vice President and a Secretary, a Treasurer, and “Member at Large”.

Section 2. ELECTION OF OFFICERS

- a) The officers of the Board of Directors shall be chosen every year by the Board of Directors at the December meeting of every calendar year; and each officer shall hold office for one year, or until a successor shall be elected and qualified, or until the officer is otherwise disqualified to serve.
- b) If an officer of the Board, other than the President, is unable to act, the Board may appoint some other member of the Board of Directors to do so, and such person shall be vested temporarily with all the functions and duties of the office.
- c) Any officer on the Board of Directors may resign at any time or be removed as a Board officer by the majority vote of the other Directors then in office at any regular or special meeting of the Board of Directors. In the event of a resignation or removal of an officer, the Board of Directors shall elect a successor to serve for the balance of that officer's unexpired term.

Section 3. DUTIES

- a) President: The Board of Directors shall elect one of their members to act as President. If at any time the President shall be unable to act, the Vice President shall assume office and perform the duties of the office. If the Vice President shall also be unable to act, then the Secretary/Treasurer shall assume the office and shall immediately conduct a Board election to appoint a President, and such person shall be vested temporarily with all the functions and duties of the President.

The President, or member of the Board of Directors acting as such, as above provided:

- (1) Shall preside over all meetings of the Board of Directors, and shall review all requested agenda items submitted to the President and the President & Chief Executive Officer pursuant to the Board's written policies;
  - (2) Shall sign as President on behalf of the District all instruments in writing that the President has been specifically authorized by the Board to sign;
  - (3) Shall act as the main liaison between the Board and management for communications and oversight purposes. It is expected that the Chair will discuss District business with the Chief Executive Officer and Vice Chair on a regular basis;
  - (4) Shall appoint or remove members of committees subject to approval by the Board of Directors.
  - (5) Shall have, subject to the advice and control of the Board of Directors, general responsibility for the affairs of the District and generally shall discharge all other duties which shall be required of the President by the Bylaws of the District.
- b) Vice President: The Vice Chair shall, in the event of death, absence, or other inability of the Chair, exercise all the powers and perform all the duties herein given to the Chair. It is expected that the Vice Chair will participate in regular discussions with the Chair and Chief Executive Officer regarding District business.
- c) Secretary:
- (1) The member of the Board who is elected to the position of Secretary shall act in this capacity for both the District and the Board of Directors;
  - (2) Shall be responsible for seeing that records of all actions, proceedings and minutes of meetings of the Board of Directors are properly kept and are maintained at the District offices;
  - (3) Shall serve, or cause to be served, all notices required either by law or these bylaws, and in the event of absence, inability, refusal or neglect to do so, such notices may be served by any person thereunto directed by the President of the Board of Directors of this District;
  - (4) Shall be responsible for seeing that the seal of this District is in safekeeping at the District and shall use it under the direction of the Board of Directors;
  - (5) Shall perform such other duties as pertains to the office and as are prescribed by the Board of Directors. The Secretary may delegate his or her duties to

appropriate management personnel.

- d) Member at Large: The Member at Large shall have all the powers and duties of the Secretary in the absence of the Secretary, and shall perform such other duties as may from time to time be prescribed by the Board of Directors.
  
- e) Treasurer:
  - (1) Shall have the responsibility for the safekeeping and disbursement of funds in the treasury of the District in accordance with the provisions of the "Local Healthcare District Law" and in accordance with resolutions, procedures and directions as the Board of Directors may adopt;
  
  - (2) Shall receive monthly reports from management with respect to the financial condition of the District and shall present such reports to the Board of Directors as directed by the Board of Directors;
  
  - (3) Shall perform such other duties as they pertain to this office and as prescribed by the Board of Directors. The Treasurer may delegate his or her duties to appropriate management personnel.

# NORTHERN INYO HEALTHCARE DISTRICT

## BYLAWS

### ARTICLE VI

#### COMMITTEES

##### Section 1.            COMMITTEES

- a) The Board of Directors may sit as a Committee of the Whole on any and all matters, or may create such Standing Committees, ad hoc Committees, or task force Committees as are deemed appropriate.
- b) The duties of these committees shall be to develop and make policy recommendations to the Board and to perform such other functions as shall be stated in these bylaws or in the resolution or motion creating the committee. Each Standing Committee will include two Board members, one of whom shall act as Chair of the Standing Committee. The Chair and Board members of each Standing Committee shall be appointed by the Chair of the Board and approved by the Board at the earliest possible time at the beginning of each calendar year and shall serve for one year, or until a successor has been appointed and approved. Other members of each standing committee are automatically members with one year terms, or until a successor has been appointed and approved. The two Board members shall be the only voting members of each Standing Committee, unless otherwise provided for in these Bylaws.
- c) Special or ad hoc committees may be appointed by the Chair with the approval of the Board of Directors for such specific tasks as circumstances warrant. Special committees may consist only of Board members, or they may include individuals not on the Board. Voting rights on special committees shall be specified by the Board of Directors at the time the committee is created. No committee so appointed shall have any power or authority to commit the Board of Directors or the District in any manner; however, the Board may direct the particular committee to act for and on its behalf, by special vote.
- d) All committees shall keep minutes of each meeting and shall maintain their minutes at the District offices and shall submit reports to the Board as requested.
- e) Aside from committees upon which the Chair is appointed as a voting member, the Chair of the Board shall be an ex officio member of each committee, without being a voting member. The Chair shall be notified of all committee meetings.

##### Section 2.            STANDING COMMITTEES

Governance Committee: Members of this standing committee shall include two representatives from the Board of Directors and the Chief Executive Officer. The two members of the Board of Directors shall be the only members of the Committee with voting privileges. The function of this Committee is to recommend amendments or changes to the District bylaws and Board policies. This Committee shall commence an on-going review of the Bylaws to ensure that the Bylaws are maintained current and consistent with the Board's and the District's functions and operations. This Committee shall also review the Board Policy Manual, at least every four years, and make recommendations to the Board on any additions or deletions of policies. The Committee shall also be responsible for development of a format for the evaluation of the Chief Executive Officer, and for the conduct of a periodic evaluation. This Committee shall also be responsible for developing a format and administering the Board of Directors' periodic self-evaluations. Such Board evaluation shall include an annual assessment of resolution of safety and quality issues and initiatives.

### Section 3. AD HOC COMMITTEES

As needed, and from time to time, the Board shall create the following ad hoc committees as follows:

- a) Quality and Safety Committee: Two members of the Board shall comprise the Quality and Safety Committee, being advised by the Chief Executive Officer, the Medical Executive Committee, the Chief of Staff, and Medical Staff members from time to time. The Quality and Safety Committee shall:
- (1) Analyze data regarding safety and quality of care, treatment and services and establish priorities for performance improvement.
  - (2) Oversee the Medical staff's fulfillment of its responsibilities in accordance with the Medical Staff Bylaws, applicable law and regulation, and accreditation standards.
  - (3) Ensure that recommendations from the Medical Executive Committee and Medical Staff are made in accordance with the standards and requirements of the Medical Staff Bylaws, Rules and Regulations with regard to:
    - completed applications for initial staff appointment, initial staff category assignment, initial department/divisional affiliation, membership prerogatives and initial clinical privileges;
    - completed applications for reappointment of medical staff, staff category, clinical privileges;
    - establishment of categories of Allied Health Professionals permitted to practice at the hospital, the appointment and reappointment of Allied Health Professionals and privileges granted to Allied Health

Professionals.

- (4) Provide a system for resolving conflicts that could adversely affect safety or quality of care among individuals working within the hospital environment.
  - (5) Ensure that adequate resources are allocated for maintaining safety and quality care, treatment and services.
  - (6) Analyze findings and recommendations from the Hospital's administrative review and evaluation activities, including system or process failures and actions taken to improve safety, both proactively and in response to actual occurrences.
  - (7) Assess the effectiveness and results of the quality review, utilization review, performance improvement, and risk management programs.
  - (8) Perform such other duties concerning safety and quality of care matters as may be necessary.
- b) Finance Committee: Two members of the Board shall comprise the Finance Committee. The Finance Committee, in consultation with the Chief Executive Officer, shall be responsible for reviewing and monitoring the annual budget and, as appropriate, its long term capital expenditure plan. The Finance Committee shall oversee retention of auditors and approve audits, and business plans pursuant to subsidiary organizations.
- c) Community Benefit Committee: The members of this Committee shall be two members of the Board of Directors. The Committee shall be assisted, as needed, by the Chief Executive Officer and the Director of Community and Government Affairs, along with any other staff or representatives designated by the Committee. The two members of the Board of Directors shall be the only members of the Committee with voting privileges. This Committee shall have general responsibility for development and implementation of an achievable Community Benefit Initiative, including identification of a process by which the initiative can be pursued, achieved, and sustained. The Committee will assess and marshal resources available to the District to advance the Initiative in a manner responsive to community health needs, prioritized based on a balance of need and outcome attainability, and, where helpful, in partnership with District and community stakeholders.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE VII

CHIEF EXECUTIVE OFFICER

Section 1 GENERAL PROVISIONS

The Board of Directors shall have the authority to employ and discharge the Chief Executive Officer and shall specify the terms and conditions of the person's employment. The performance of the Chief Executive Officer will be evaluated on an annual basis by the Board of Directors based on performance criteria established from time to time by the Board of Directors.

The Chief Executive Officer shall be responsible for the overall management of the Hospital and District, and has the necessary and full authority to effect this responsibility subject to the Board's oversight, any policies and directives issued by the Board, and as called upon pursuant to the JPA Agreement. Chief Executive Officer is directly responsible to the Board of Directors and the Authority, for the management of the Hospital and all of its departments and activities.

Section 2. QUALIFICATIONS, DUTIES AND RESPONSIBILITIES

Qualifications, specific duties and responsibilities of the Chief Executive Officer shall be set forth in the appropriate section of the Policy Manual and any employment agreement with the Chief Executive Officer.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE VIII

MEDICAL ADMINISTRATION IN THE HOSPITAL

Section 1. ESTABLISHMENT OF A MEDICAL STAFF

There shall be a Medical Staff for the Hospital established in accordance with the requirements of the Local Healthcare District Law (H. & Safety Code 32000, *et.seq.*), whose membership shall be comprised of all physicians, dentists and podiatrists who are duly licensed and privileged to admit and care for patients in the Hospital. The Board of Directors shall appoint the Medical Staff, which shall be an integral part of the Hospital. The Medical Staff derives its authority from the Board of Directors and shall function in accordance with the Medical Staff Bylaws, Rules and Regulations and Policies that have been approved by the Medical Staff and by the Board.

The Medical Staff shall be represented before the Board of Directors by the Chief of Staff or his/her designee and shall be afforded full access to the Board through the Board's regular meetings and committees as described herein. The Medical Staff, through its officers, department chiefs, and committees, shall be responsible and accountable to the Board of Directors for the discharge of those duties and responsibilities set forth in the Medical Staff's Bylaws, Rules and Regulations, and Policies, and as delegated by the Board of Directors from time to time.

Section 2. BYLAWS, RULES AND REGULATIONS

The Medical Staff is responsible for the development, adoption, and periodic review of the Medical Staff Bylaws and Rules and Regulations, consistent with these District Bylaws, applicable laws, government regulation, and accreditation standards. The Medical Staff Bylaws, Rules and Regulations and all amendments thereto, shall become effective upon approval by the Medical Staff and the Board of Directors.

Section 3. BOARD ACTION ON MEMBERSHIP AND CLINICAL PRIVILEGES

- (a) Medical Staff Responsibilities: The Medical Staff is responsible to the Board of Directors for the quality of care, treatment and services rendered to patients in the Hospital. The Board of Directors shall delegate to the Medical Staff the responsibility and authority to investigate and evaluate all matters relating to Medical Staff membership status, clinical privileges, and corrective action, except as provided

in Section 3(d). The Medical Staff adopt and forward to the Board or committee of the Board specific written recommendations, with appropriate supporting documentation, that will allow the Board of Directors to take informed action. When the Board of Directors does not concur with a Medical Staff recommendation, the matter shall be processed in accordance with the Medical Staff Bylaws and applicable law before the Board renders a final decision. The Board of Directors shall act on recommendations of the Medical Staff within the period of time specified in the Medical Staff Bylaws or Rules and Regulations, or if no time is specified, then within a reasonable period of time. However, at all times the final authority for appointment to membership on the Medical Staff of the Hospital remains the sole responsibility and authority of the Board of Directors.

- (b) Criteria for Board Action: The process and criteria for acting on matters affecting Medical Staff membership status and clinical privileges shall be as specified in the Medical Staff Bylaws.
- (c) Terms and Conditions of Staff Membership and Clinical Privileges: The terms and conditions of membership status in the Medical Staff, and the scope and exercise of clinical privileges, shall be as specified in the Medical Staff bylaws unless otherwise specified in the notice of individual appointment following a determination in accordance with the Medical Staff Bylaws.
- (d) Initiation of Corrective Action and Suspension: Where in the best interests of patient safety, quality of care, or the Hospital staff, and after consultation with the Chief of Staff, the Board of Directors shall have the authority to take any action that it deems appropriate with respect to any individual applying for or appointed to the Medical Staff or who is seeking or exercising clinical privileges or the right to practice in the Hospital. Action taken by the Board of Directors in such matters shall follow the procedures for corrective action outlined in the Medical Staff Bylaws, Rules and Regulations. The Board shall notify the Executive Committee immediately of any such action.

Chief Executive Officer may summarily suspend or restrict clinical privileges of any Medical Staff member where failure to take action may result in imminent danger to the health of any individual and when no person authorized to take such action by the Medical Staff is available, provided that the Chief Executive Officer has made reasonable documented attempts to contact the person or persons so authorized. A suspension by the Chief Executive Officer that has not been ratified by the Medical Executive Committee within two working days, excluding weekends and holidays, shall terminate automatically.

- (e) Fair Hearing and Appellate Procedures: The Medical Staff Bylaws shall establish fair hearing and appellate review mechanisms in connection with Staff recommendations for the denial of Staff appointments, as well as denial of reappointments, or the curtailment suspension or revocation of privileges. The

hearing and appellate procedures employed by the Board of Directors upon referral of such matters shall be consistent with the Local Healthcare District Law at Section 32150 *et. seq.* of the Health & Safety Code, and those specified in the Medical Staff Bylaws, Rules and Regulations to the extent not inconsistent therewith. Any doctor or other practitioner who feels aggrieved by any adverse recommendation or deprivation of Medical Staff status or clinical privileges shall be required, as a condition to exercising his or her right of appeal to the Board, to pursue his or her appeal through orderly channels of appeal and at the proper time and in the manner prescribed by the Bylaws and procedures of the Medical Staff of this hospital. When the Medical Staff has made its final ruling and decision concerning the appeal of any aggrieved doctor or practitioner in accordance with the Bylaws of the Medical Staff, and such doctor or practitioner then desires to appeal to the Board, he or she shall give notice in writing to the Hospital Administrator within ten (10) days next following the date of the entry of the final order of the Medical Staff. Said notices must state in substance the grievance made and complained of, and must be given in the time and manner herein specified, or the Board shall not take cognizance thereof except at its discretion. If said notice is so given within said time, then it shall be the duty of the Board to then consider such grievance in its entirety and render the decision of the Board in writing, and deliver a copy of its decision and findings to the aggrieved doctor or practitioner. Such decision shall be final.

The Medical Staff shall have the right to be heard, through its Chief of Staff or designee at meetings of the Board.

Section 4. ACCOUNTABILITY TO THE BOARD

The Medical Staff shall conduct and be accountable to the Board for conducting activities that contribute to the preservation and improvement of quality patient care and safety in the Hospital.

Section 5. DOCUMENTATION

The Board shall receive and act upon the findings and recommendations emanating from the activities required by Section 4. All such findings and recommendations shall be in writing and supported and accompanied by appropriate documentation upon which the Board can take appropriate action.

Section 6. COMPENSATED MEDICAL DIRECTOR POSITIONS

Compensated Medical Director positions shall be responsible to the Chief Executive Officer and the Medical Staff for documentation of activities related to their assignment. Compensated Medical Directors shall be approved by the Chief Executive Officer and for fit and compensation amount. Medical Staff may appoint Service Directors, the slate of Service Directors must be approved by the Board of Directors.

NORTHERN INYO HEALTHCARE DISTRICT

BYLAWS

ARTICLE IX

AMENDMENT

These Bylaws may be amended by affirmative vote of a majority of the total number of members of the Board of Directors at any regular or special meeting of the Board of Directors, provided a full statement of such proposed amendment shall have been sent to each Board member not less than forty-eight (48) hours prior to the meeting.

Affirmative action may be taken to amend these Bylaws by unanimous vote of the entire Board membership at any regular or special meeting of the Board of Directors, in which event the provision for forty-eight (48) hours notice shall not apply.



Chair, Board of Directors  
June 15, 2022



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

Title: Medicare Outpatient Observation Notice		
Owner: Director of Patient Access	Department: Patient Access	
Scope: Hospital Admissions Services Workforce		
Date Last Modified: 12/08/2022	Last Review Date: 09/25/2023	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 03/03/2017	

**PURPOSE:** To assure Northern Inyo Healthcare District’s (NIHD) fulfillment of CMS’s (Centers for Medicare and Medicaid) requirement for the delivery and discussion of the “Medicare Outpatient Observation Notice” (MOON), mandated by the Federal Notice of Observation Treatment and Implication for Care Eligibility Act (NOTICE Act), August 6, 2015, to all Medicare beneficiaries when they are receiving observation services.

The MOON informs *Medicare beneficiaries* when they are receiving observation services they are an *outpatient*, not an inpatient and the financial implications of being in outpatient observation status vs. inpatient status.

**POLICY:**

The MOON must be delivered to beneficiaries who have Original Medicare (fee-for-service) and Medicare Advantage plan enrollees who receive outpatient observation services for more than 24 hours. The District or Critical Access Hospital (CAH) must provide the MOON no later than 36 hours after outpatient observation services begin.

NIHD Patient Access workforce will deliver the MOON to a beneficiary receiving observation services as an outpatient *before* the 24-hour mark has been reached.

The MOON is intended to inform beneficiaries who receive observation services that they are outpatients, receiving observation services, not inpatients; and the reasons for being in outpatient observation status.

The Patient Access workforce will provide the required oral explanation of the MOON ideally in conjunction with delivery of the notice, and will obtain a signature from the beneficiary or their representative, to acknowledge receipt.

In cases where the beneficiary or their representative refuses to sign the MOON, the Patient Access workforce member of NIHD providing the notice will sign the notice to certify that notification was presented.

The MOON may be delivered to a beneficiary’s representative if necessary

All Patient Access workforce will have read and have an understanding of the contents of the MOON so they are able to explain the contents and the implications of coverage/non-coverage to the beneficiary or their representative./

## **PROCEDURE:**

1. Medicare beneficiaries who are placed in outpatient observation are to have the MOON included as a part of their signature packet.
2. If the Medicare beneficiary is placed in observation from the Emergency Department (ED), the ED Patient Access will attempt to access the patient, prior to them leaving the ED, discuss the MOON and obtain the signature.
3. If the ED Patient Access is not able to access the Medicare patient prior to them being taken to the floor, the Inpatient/PBX Patient Access will attempt to obtain signatures and discuss the MOON as soon as possible, either later the same day or the next business day, as applicable.
4. If the Medicare patient is a direct admit to observation and they come through Central Registration, the discussion and signature will be completed and obtained during the registration process with one of the Patient Access workforce in Central Registration.
5. If the Medicare patient is a direct admit and bypasses Patient Access (is taken directly to the floor), the Inpatient/PBX Patient Access workforce will make it their responsibility to discuss the MOON and obtain the signature.
6. The discussion with the patient or their representative is to be tailored to the patient's current insurance situation, e.g. do they have:
  - a. Federal Medicare - parts A and B coverage or part A only
    - i. Medicare with a Secondary plan
    - ii. Medicare with a Supplement
    - iii. Medicare with Medi-Cal
  - b. A Medicare Advantage plan
  - c. With all of the above scenarios:
    - i. Discussion of the MOON is to be delivered using positive language
    - ii. At the conclusion of the discussion, ask the patient and/or their representative if they have any questions about what was discussed
    - iii. Give a copy of the MOON to the patient or their representative
    - iv. The Patient Access workforce is to sign, date and time the MOON to indicate that they discussed the content of the MOON with the patient or patient's representative
    - v. The completed MOON is to be scanned into the patient's EHR.
  - d. Before leaving the patient, remember to:
    - i. Ask if there is anything else you can do for the patient
    - ii. Thank the patient

## **REFERENCES:**

1. State Operations Manual – Appendix W (cms.gov).

## **RECORD RETENTION AND DESTRUCTION:**

Documentation of the receipt by the patient of the "MOON" information is maintained within the patient medical record. Medical records are managed by the NIHD Medical Records Department.

## **CROSS REFERENCED POLICIES AND PROCEDURES: N/A**

Supersedes: v.1 Medicare Outpatient Observation Notice*
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**NORTHERN INYO HEALTHCARE DISTRICT  
NON-CLINICAL POLICY AND PROCEDURE**

Title: Processing Returned Mail		
Owner: Director of Patient Access	Department: Patient Access	
Scope: Admission Services		
Date Last Modified: 11/16/2021	Last Review Date: 09/25/2023	Version: 1
Final Approval by: NIHD Board of Directors		Original Approval Date:

**PURPOSE:** To provide guidance in processing Northern Inyo Healthcare District Returned Outgoing United States Postal Services (USPS) mail.

**POLICY:** The Admission Services Department is responsible for handling all returned mail received from the United States Postal Service (USPS) due to insufficient address, patient no longer residing at address.

**PROCEDURE:**

1. Determine who sent mail
2. Return to Sender (Department)
3. If not identified
4. Who is it addressed to
  - A. Is it a Patient Statement?
    - a. Return to Admission Services Assistant Manager
  - B. Is it a Vendor Check?
    - a. Return to the Accounting Department
  - C. Is it addressed to a Physician?
    - a. Return to the Medical Staff Office
5. Marked Confidential and not Identified Who Sent Item
  - a. ALL MAIL MARKED CONFIDENTIAL SHOULD NOT BE OPENED
  - b. Return to the Administration Office.

**REFERENCES:** N/A

**RECORD RETENTION AND DESTRUCTION:** N/A

**CROSS REFERENCED POLICIES AND PROCEDURES:**

1. Processing United States Postal Service Mail

Supersedes: Not Set
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## NORTHERN INYO HEALTHCARE DISTRICT NON-CLINICAL POLICY AND PROCEDURE

Title: Processing United States Postal Service Mail*		
Owner: Director of Patient Access	Department: Patient Access	
Scope: District Wide		
Date Last Modified: 11/16/2021	Last Review Date: 09/18/2023	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 02/15/2017	

### PURPOSE:

To provide guidance on processing Northern Inyo Healthcare District (NIHD) outgoing and incoming United States Postal Service (USPS) mail.

### POLICY:

The Admission Services Department is responsible for processing all mail received from the USPS or being sent out via the USPS. FedEx and United Parcel Service transactions are handled by the Purchasing Department.

**\*\*NIHD mail processing is reserved exclusively for NIHD business mail\*\***

- Postage may NOT be applied to any employees, patients or visitors personal mail
- Employees may not send or receive mail or packages of a personal nature through NIHD mail processing with **one** exception:
  - An employee may place a **sealed, self-stamped, letter sized envelope** in the outgoing USPS letter tray
  - No personal flats or packages *of any kind* may be put in the USPS mail lug, *even if postage has been applied*. These must be deposited in a U.S. Postal Service mailbox offsite, or taken to the Post Office on personal time.
- Only trained Admission Services staff may process mail using the postal meter machine.
- Only trained Compliance Staff may process mail if Admission Services is not available to assist.

### PROCEDURE:

#### Outgoing mail:

- NIHD business mail being sent via the USPS is processed in the Central Registration work area where the postal meter machine is located.
- Admission Services staff will seal (if unsealed), stamp and sort all outgoing mail into the USPS mail lug or letter tray
  - Postage may be applied **ONLY** to NIHD business related mail
  - The postal meter machine will be used to weigh and apply first class postage to all types of mail (letters, flats and parcels) both domestic and international, and to seal unsealed letter mail. Flats and packages are to be sealed by the sender.

- Any type of mail that is designated by the postal meter machine as a “*package*” (when calculating the postage) requires a USPS barcode sticker to be applied to the side of or below the mailing address. This designation will show in the view window of the postal meter machine.

Note: This sticker does not need to be applied in the case of items being sent by Certified mail, as there is already a barcode.

- Certified mail will be checked to make sure the appropriate USPS certified mail forms have been applied and the appropriate Certified postage will be applied taking into consideration:
  - Whether or not the sender requires a “Return Receipt”
  - Whether or not the Certified mail is being sent as “Restricted”
  - Whether or not the piece of mail is bendable. If it cannot be bent, postage must be calculated as if it were a “parcel” even if it is a regular envelope or a flat.
- Certified mail will be put into the USPS mail lug or letter tray to be picked up by the USPS carrier.
  - If the sender wishes to receive the *paper* Certified mail receipt which is stamped by the post office, they may take their certified mail directly to the post office
  - The return receipt *card*, if affixed to the back of the envelope, will be returned to NIHD once the certified mail has been delivered.
    - The return receipt card will be returned to the sender if the department or person is included as a part of the return address.
    - If the department or sender is not included in the return address on the return receipt card, it will be kept in the Central Registration work area for a period of 6 months, after which it will be shredded.

### **Incoming mail:**

- Is delivered by the USPS to the Central Registration work area, Monday through Saturday excluding Federal holidays.
- Incoming mail is sorted and delivered to the NIHD mailroom with the following exception:  
No mail containing a payment may be left in the Mailroom, but must be delivered directly to an Accounts Receivable Technician.
- Mail received on Saturday is delivered to the mailroom on the following Monday, or the Tuesday following a Monday holiday.
- Refer to the attached document titled “Important Mail Routing Information” for tips on routing the mail to the appropriate location.

### **Downloading Postage and ordering supplies/service for the postage machine:**

The Admission Services Manager or his/her designee will be responsible for:

- Down loading postage into the postal meter machine per the company guidelines
- Notifying the Accounts Payable clerk of the amount downloaded, supplying him/her with a tape printed from the postage machine
- Ordering supplies (red ink, tape, USPS barcode stickers, and distilled water) and obtaining Certified mail stickers and cards from the Bishop Post Office for the postal meter machine.
- Arranging for service calls as necessary per the service agreement for the machine

### **Postage machine downtime:**

If the Postage machine breaks down, the Admission Services manager will:

- Immediately arrange for a service call
- Coordinate the processing and delivery of outgoing mail
  - As necessary the outgoing mail will be taken directly to the US Post Office in Bishop by either the Admission Services manager or, in his/her absence, the Admission Services Coordinator.
  - Stamps are to be purchased and kept in the safe in Central Registration to be used during postage processing downtimes.
  - All receipts from the USPS are to be submitted for reimbursement along with an Accounts Payable Check Request form.

**REFERENCES:** N/A

**CROSS REFERENCE P&P:** N/A

Supersedes: v.1 Processing United States Postal Service Mail*
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## NORTHERN INYO HEALTHCARE DISTRICT NON-CLINICAL POLICY AND PROCEDURE

Title: Basis of Authority: Role of Directors		
Owner: Board Clerk and CFO Assistant		Department: Administration
Scope: Board of Directors		
Date Last Modified: 11/03/2023	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors		Original Approval Date: 04/18/2018

**PURPOSE:** Establish governing Board of Directors (BOD) best practices and Director’s roles.

**POLICY:**

1. A Director of Northern Inyo Healthcare District (NIHD) is to be conscientious and concerned with all aspects of the District including its financial health, community needs, quality of care, employee relations, and compliance with the law.
2. A Director must act in good faith, with the highest ethical standards, in the best interest of the organization.
3. A Director must act in a manner consistent with the Board’s stated mission and bylaws and conduct their activities within the powers conferred upon them by federal, state, and local regulations.
4. A Director must work to ensure the District’s Missions, Vision, and Values are the center of decision-making.

**PROCEDURE:**

1. Apart from their normal function as part of the NIHD BOD, a Director has no individual authority to commit the District to any policy, act, or expenditure, unless the BOD takes specific action to grant such authority as to a given matter.
2. The NIHD BOD primary responsibility is the formulation and evaluation of policy. Directors are responsible for monitoring the District’s progress in attaining goals and objectives, while pursuing its mission.
3. Matters concerning the operational aspects of the District are to be delegated to the Chief Executive Officer of NIHD.
4. While the BOD is responsible for monitoring hospital management activities, a Board member shall not use inappropriate involvement in day-to-day management or interfere with senior management duties.
5. A Director shall not compete with the District or act on behalf of its competitors; not derive profits from inside information; not disclose confidential information; not accept improper payments or gratuities, and beware of potential conflicts of interest.
6. A Director has protection from organization and personal liability when their duties are exercised in good faith and legally using sound and informed judgment. Having all the information available to make a decision will not only increase the likelihood of making the right decision, but will go a long way to legally protect the BOD if they make a wrong one.
7. A Director is expected to become and stay current on District affairs and projects and become familiar with District financial reports and carefully review all materials in advance of Board Meetings.
8. A Director is expected to become familiar with the Ralph M. Brown Act and at all times conform to its policies and regulations.

**REFERENCES:**

**RECORD RETENTION AND DESTRUCTION:**

**CROSS REFERENCED POLICIES AND PROCEDURES:**

Supersedes: v.1 Basis of Authority: Role of Directors



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

Title: Board of Directors Reimbursement of Expenses		
Owner: Board Clerk and CFO Assistant	Department: Administration	
Scope: Board of Directors		
Date Last Modified: 01/03/2023	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 04/18/2018	

**PURPOSE:** Procedure for reimbursement of qualified expenses to NIHD Board of Directors.

**POLICY:**

1. If requested, the District shall reimburse NIHD Board of Directors for necessary travel and incidental expenses incurred in the performance of official duties as Directors, subject to requirements of the NIHD Policy and Procedures and the law.

**PROCEDURE:**

1. The following types of occurrences qualify for reimbursement if attended in the performance of official duties as NIHD Director.
  - a. Training, workshops, seminars and conferences.
  - b. Educational workshops, seminars, and conference.
  - c. Meetings of local governmental entities and bodies.
  - d. Meetings of community or civic groups or other state or national organizations.
  - e. Any other activity approved by the BOD in advance of attendance.
2. Reimbursement for travel, meals, lodging, and other expenses shall be in accordance with the NIHD Travel and Reimbursement Policy.
3. Request for reimbursement shall include receipts for all expenses for which reimbursement is requested.
4. Local Mileage log is available on the NIHD Intranet>Resources>Forms and Templates>Administrative>Mileage Form Log or as an attachment to this policy within Policy and Procedure Manager (PPM).
5. Employee Reimbursement Request Form is available on the NIHD Intranet>Resources>Forms and Templates>Administrative>Employee Reimbursement Request Form or as an attachment to this policy within PPM.

**REFERENCES:**

1. IRS Mileage: <https://www.irs.gov/newsroom/irs-increases-mileage-rate-for-remainder-of-2022>

**RECORD RETENTION AND DESTRUCTION:**

Payment record based on invoices, including expense logs, will be maintained for fifteen (15) years.

**CROSS REFERENCE POLICIES AND PROCEDURES:**

1. Board of Directors Reimbursement of Expenses

2. Board of Directors Reimbursement of Expenses
3. Travel between District Locations

Supersedes: v.1 Reimbursement of Expenses



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

Title: Grant Program Activities		
Owner: FOUNDATION ED GRANT WRITER	Department: Grant Writing	
Scope:		
Date Last Modified: 10/27/2023	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors		Original Approval Date:

**PURPOSE:**

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

**POLICY:**

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

6. Responsibility for the administration of current grant projects must be assigned to assure accountability to the grantor and compatibility with other hospital programs.

## **ROLES**

### **NIHD Grant Writer:**

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

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

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

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

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

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

which funding requests are pursued.

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

Staff Support:

NIHD Grant Writer  
Applicant and Applicable Division Director  
Others as requested by ROI Committee

**Responsible Department:**

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

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

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

**Sanctions:**

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

**Renewal / Review:**

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

**PROCEDURE:**

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

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

generally required for most grant applications.

By utilizing the Grant Project Request Form, the requestor

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

## **APPLYING FOR A GRANT**

### **A. Preliminary Proposals**

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

Committee.

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

## **B. Formal Proposals**

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

## **ADMINISTRATION AND MAINTENCE OF GRANT AWARD**

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

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

**REFERENCES:**

None

**RECORD RETENTION AND DESTRUCTION:**

None

**CROSS REFERENCE POLICIES AND PROCEDURES:**

None

Supersedes: v.1 Grant Program Activities
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**NORTHERN INYO HEALTHCARE DISTRICT  
NON-CLINICAL POLICY**

Title: Funding Requests of NIH Foundation		
Owner: FOUNDATION ED GRANT WRITER	Department: Grant Writing	
Scope: District Wide		
Date Last Modified: 02/23/2023	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 05/19/2021	

**PURPOSE:**

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

**POLICY:**

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

6. Notification of funding or rejection will be passed back to the Executive Team by the ED. A detailed response will be provided by the ED if the proposal is rejected. That Executive Leader will in turn inform the leaders involved with the request the result of the Foundation's decision.

**REFERENCE:**

**RECORD RETENTION AND DESTRUCTION:**

**CROSS REFERENCE POLICIES AND PROCEDURES:**

Supersedes: v.1 Funding Requests of NIH Foundation
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**NORTHERN INYO HEALTHCARE DISTRICT  
NON-CLINICAL POLICY**

Title: Chief Executive Officer Compensation Philosophy		
Owner: Board Clerk and CFO Assistant	Department: Administration	
Scope: Board of Directors, CEO		
Date Last Modified: 11/03/2023	Last Review Date: No Review Date	Version: 4
Final Approval by: NIHD Board of Directors	Original Approval Date: 10/15/2014	

**PURPOSE:**

To adopt a philosophy in awarding compensation to the District Chief Executive Officer (CEO), in order to attract, retain, and motivate Senior Hospital Executives who reflect the values of our District and the community.

**POLICY:**

The Board of Directors of Northern Inyo Healthcare District desire to attract, retain and motivate senior hospital executives who reflect the values of our District and community. These individuals must be able to lead our District in the delivery of excellent patient care and service. In part, this process is accomplished by offering a remuneration package that is in line with the market as defined by peer comparable hospitals in size, mission, scope of operations and locale. Therefore, the Board uses the Allied for Health Services Executive Compensation Report for District employee pay range determination. Within that range, which is reviewed and reset every two years, the Board sets compensation based upon training, experience, successes, and impact as measured against established goals for the organization and the senior executive.

Once hired the Board continues to annually, (or more often if needed) assess the performance of the CEO in achieving set performance goals. Based upon the results of the review, the compensation may be adjusted: but will never exceed the upper limit of the pay range determined in the Allied for Health Executive Compensation Report. Furthermore, the benefits package will be consistent with what is offered to non-union District employees.

Additionally, we ensure the approval of the CEO's compensation is first proposed by a subcommittee of the Board of Directors and that this subcommittee is composed of individuals without a conflict of interest. The full Board then has final approval of any pay rate before it goes into effect.

**REFERENCE:**

1. Allied for Health Services Executive Compensation Report

**RECORD RETENTION AND DESTRUCTION:**

1. Employees not entitled to pension: 15 years
2. Employees entitled to pension: life of employee plus 6 years

**CROSS REFERENCED POLICIES AND PROCEDURES: N/A**

Supersedes: v.3 Chief Executive Officer Compensation Philosophy



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

Title: Board of Directors Meeting Public Comment Policy		
Owner: Board Clerk and CFO Assistant	Department: Administration	
Scope:		
Date Last Modified: 11/03/2023	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date:	

**PURPOSE:** To ensure the orderly conduct of District business and to protect the ability of the public to participate meaningfully in such business.

**POLICY:**

1. Public comment on matters not on the agenda.
  - a) Speakers shall be limited to comments on matters within the subject matter jurisdiction of the Board of Directors.
  - b) Public comment on matters not on the agenda will be limited to a total of 30 minutes at the beginning of the meeting, unless otherwise modified by the Chair.
2. Public comment on matters on the agenda.
  - a) Speakers shall be limited to comments on the agenda item being considered by the Board of Directors.
  2. Public comment on matters on the agenda will be limited to a total of 30 minutes per agenda item.
3. Public Comments generally.
  - a) Each speaker shall have three minutes.
  - b) Public comment speakers shall limit comments to no more than 3 minutes each.
  - c) Each speaker shall have one opportunity to address the Board on matters not on the agenda, and once per agenda item.
  - d) The Chair, in his/her discretion, and/or in consultation with the Board, may limit or extend time for public comment as he/she may find reasonable under the circumstances.
  - e) Speakers may not cede their time to other speakers. However, to allow for the more efficiency and use of meeting time, the Chair may, in his/her reasonable discretion and after advance request, allow multiple speakers at the meeting to designate one person to speak on their behalf at a greatly reduced amount of time than the speakers would have otherwise taken individually.
  - f) Use of technology in the meeting room (such as Power Points and overhead displays) is restricted to staff, District consultants, applicants for a quasi-judicial approval, and appellants of a quasi-judicial approval. Members of the public may use such technology only upon the approval of the body when necessary for clarification of the speaker's public comment.
  - g) No person shall be permitted to speak or present evidence that is (a) not directly relevant to the matter which is the subject of the item, or (b) unduly repetitious. The Chair may admonish a speaker to address the item of business, and thereafter terminate a speaker's time for failure to remain on topic.

- h) Members of the public shall direct comments to the Board of Directors as a whole, and not to staff, individual members of the body, or the public. However, the Board may direct staff to follow-up with a member of the public who requests specific information. While the Board may respond briefly to public comments, it can take no action on items not appearing on the agenda and need not respond to public comments.
  - i) No person shall be permitted to interrupt members of the body, staff presentations; or members of the public who are giving public comment during a meeting.
  - j) Any person disrupting a meeting may be asked by the Chair to cease and desist such activity and may be requested or required to leave the meeting in the event the disruptive behavior continues.
4. The Chair retains discretion to reasonably modify these rules to promote the efficient conduct of District business and/or to protect the ability of the public to meaningfully participate in District business.

**REFERENCES:**

- 1. CA Government Code Section 54954.3

**RECORD RETENTION AND DESTRUCTION:**

**CROSS REFERENCED POLICIES AND PROCEDURES:**

- 1. [Attendance At Meetings](#)
- 2. [NIHD Board Meeting Minutes](#)
- 3. [Northern Inyo Healthcare District Board of Directors Meetings](#)

Supersedes: v.1 Northern Inyo Healthcare District Board of Directors Meeting Public Comment Policy
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**NORTHERN INYO HEALTHCARE DISTRICT  
NON-CLINICAL POLICY AND PROCEDURE**

Title: Public Records Requests		
Owner: Board Clerk and CFO Assistant	Department: Administration	
Scope: Board of Directors		
Date Last Modified: 01/18/2023	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 05/16/2018	

**PURPOSE:** Establish guidelines for the Northern Inyo Healthcare District (NIHD) Board of Directors (BOD) to follow when there is a request for information under the California Public Records Act.

**POLICY:**

1. All California Public Records Act requests made to a BOD member for NIHD related information are to be referred to the Compliance Officer.

**DEFINITIONS:**

**California Public Records Act** – The fundamental precept of the California Records Act is that governmental records shall be disclosed to the public, upon request, unless there is a specific reason not to do so.

**Public Records** – Any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by the entity regardless of physical form or characteristics.

**PROCEDURE:**

1. Requests made to a Director to inspect and copy public records shall be referred directly to the Compliance Office.
2. As NIHD is required to “assist the member of the public in making a focused and effective request that reasonably describes an identifiable record” or “on the facts of the particular case the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record”, no opinion of what may or may not be exempt from disclosure is to be inferred by a Director.

**REFERENCES:**

1. California Government Code (6250), 6252(e), 6253.1(a), 6255(a)

**CROSS-REFERENCE P&P:**

1. NIHD California Public Records Act – Information Requests Policy

Supersedes: v.1 Public Records Requests
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**NORTHERN INYO HEALTHCARE DISTRICT  
NON-CLINICAL POLICY AND PROCEDURE**

Title: Processing Returned Mail		
Owner: Director of Patient Access	Department: Patient Access	
Scope: Admission Services		
Date Last Modified: 11/16/2021	Last Review Date: 09/25/2023	Version: 1
Final Approval by: NIHD Board of Directors		Original Approval Date:

**PURPOSE:** To provide guidance in processing Northern Inyo Healthcare District Returned Outgoing United States Postal Services (USPS) mail.

**POLICY:** The Admission Services Department is responsible for handling all returned mail received from the United States Postal Service (USPS) due to insufficient address, patient no longer residing at address.

**PROCEDURE:**

1. Determine who sent mail
2. Return to Sender (Department)
3. If not identified
4. Who is it addressed to
  - A. Is it a Patient Statement?
    - a. Return to Admission Services Assistant Manager
  - B. Is it a Vendor Check?
    - a. Return to the Accounting Department
  - C. Is it addressed to a Physician?
    - a. Return to the Medical Staff Office
5. Marked Confidential and not Identified Who Sent Item
  - a. ALL MAIL MARKED CONFIDENTIAL SHOULD NOT BE OPENED
  - b. Return to the Administration Office.

**REFERENCES:** N/A

**RECORD RETENTION AND DESTRUCTION:** N/A

**CROSS REFERENCED POLICIES AND PROCEDURES:**

1. Processing United States Postal Service Mail

Supersedes: Not Set
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## NORTHERN INYO HEALTHCARE DISTRICT NON-CLINICAL POLICY AND PROCEDURE

Title: Processing United States Postal Service Mail*		
Owner: Director of Patient Access	Department: Patient Access	
Scope: District Wide		
Date Last Modified: 11/16/2021	Last Review Date: 09/18/2023	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 02/15/2017	

### PURPOSE:

To provide guidance on processing Northern Inyo Healthcare District (NIHD) outgoing and incoming United States Postal Service (USPS) mail.

### POLICY:

The Admission Services Department is responsible for processing all mail received from the USPS or being sent out via the USPS. FedEx and United Parcel Service transactions are handled by the Purchasing Department.

**\*\*NIHD mail processing is reserved exclusively for NIHD business mail\*\***

- Postage may NOT be applied to any employees, patients or visitors personal mail
- Employees may not send or receive mail or packages of a personal nature through NIHD mail processing with **one** exception:
  - An employee may place a **sealed, self-stamped, letter sized envelope** in the outgoing USPS letter tray
  - No personal flats or packages *of any kind* may be put in the USPS mail lug, *even if postage has been applied*. These must be deposited in a U.S. Postal Service mailbox offsite, or taken to the Post Office on personal time.
- Only trained Admission Services staff may process mail using the postal meter machine.
- Only trained Compliance Staff may process mail if Admission Services is not available to assist.

### PROCEDURE:

#### Outgoing mail:

- NIHD business mail being sent via the USPS is processed in the Central Registration work area where the postal meter machine is located.
- Admission Services staff will seal (if unsealed), stamp and sort all outgoing mail into the USPS mail lug or letter tray
  - Postage may be applied **ONLY** to NIHD business related mail
  - The postal meter machine will be used to weigh and apply first class postage to all types of mail (letters, flats and parcels) both domestic and international, and to seal unsealed letter mail. Flats and packages are to be sealed by the sender.

- Any type of mail that is designated by the postal meter machine as a “*package*” (when calculating the postage) requires a USPS barcode sticker to be applied to the side of or below the mailing address. This designation will show in the view window of the postal meter machine.

Note: This sticker does not need to be applied in the case of items being sent by Certified mail, as there is already a barcode.

- Certified mail will be checked to make sure the appropriate USPS certified mail forms have been applied and the appropriate Certified postage will be applied taking into consideration:
  - Whether or not the sender requires a “Return Receipt”
  - Whether or not the Certified mail is being sent as “Restricted”
  - Whether or not the piece of mail is bendable. If it cannot be bent, postage must be calculated as if it were a “parcel” even if it is a regular envelope or a flat.
- Certified mail will be put into the USPS mail lug or letter tray to be picked up by the USPS carrier.
  - If the sender wishes to receive the *paper* Certified mail receipt which is stamped by the post office, they may take their certified mail directly to the post office
  - The return receipt *card*, if affixed to the back of the envelope, will be returned to NIHD once the certified mail has been delivered.
    - The return receipt card will be returned to the sender if the department or person is included as a part of the return address.
    - If the department or sender is not included in the return address on the return receipt card, it will be kept in the Central Registration work area for a period of 6 months, after which it will be shredded.

### **Incoming mail:**

- Is delivered by the USPS to the Central Registration work area, Monday through Saturday excluding Federal holidays.
- Incoming mail is sorted and delivered to the NIHD mailroom with the following exception:  
No mail containing a payment may be left in the Mailroom, but must be delivered directly to an Accounts Receivable Technician.
- Mail received on Saturday is delivered to the mailroom on the following Monday, or the Tuesday following a Monday holiday.
- Refer to the attached document titled “Important Mail Routing Information” for tips on routing the mail to the appropriate location.

### **Downloading Postage and ordering supplies/service for the postage machine:**

The Admission Services Manager or his/her designee will be responsible for:

- Down loading postage into the postal meter machine per the company guidelines
- Notifying the Accounts Payable clerk of the amount downloaded, supplying him/her with a tape printed from the postage machine
- Ordering supplies (red ink, tape, USPS barcode stickers, and distilled water) and obtaining Certified mail stickers and cards from the Bishop Post Office for the postal meter machine.
- Arranging for service calls as necessary per the service agreement for the machine

### **Postage machine downtime:**

If the Postage machine breaks down, the Admission Services manager will:

- Immediately arrange for a service call
- Coordinate the processing and delivery of outgoing mail
  - As necessary the outgoing mail will be taken directly to the US Post Office in Bishop by either the Admission Services manager or, in his/her absence, the Admission Services Coordinator.
  - Stamps are to be purchased and kept in the safe in Central Registration to be used during postage processing downtimes.
  - All receipts from the USPS are to be submitted for reimbursement along with an Accounts Payable Check Request form.

**REFERENCES:** N/A

**CROSS REFERENCE P&P:** N/A

Supersedes: v.1 Processing United States Postal Service Mail*
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**NORTHERN INYO HEALTHCARE DISTRICT  
NON-CLINICAL POLICY AND PROCEDURE**

Title: Grant Program Activities		
Owner: FOUNDATION ED GRANT WRITER	Department: Grant Writing	
Scope:		
Date Last Modified: 10/27/2023	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors		Original Approval Date:

**PURPOSE:**

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

**POLICY:**

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

6. Responsibility for the administration of current grant projects must be assigned to assure accountability to the grantor and compatibility with other hospital programs.

## **ROLES**

### **NIHD Grant Writer:**

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

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

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

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

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

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

which funding requests are pursued.

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

Staff Support:

NIHD Grant Writer  
Applicant and Applicable Division Director  
Others as requested by ROI Committee

**Responsible Department:**

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

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

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

**Sanctions:**

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

**Renewal / Review:**

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

**PROCEDURE:**

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

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

generally required for most grant applications.

By utilizing the Grant Project Request Form, the requestor

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

## **APPLYING FOR A GRANT**

### **A. Preliminary Proposals**

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

Committee.

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

## **B. Formal Proposals**

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

## **ADMINISTRATION AND MAINTENCE OF GRANT AWARD**

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

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

**REFERENCES:**

None

**RECORD RETENTION AND DESTRUCTION:**

None

**CROSS REFERENCE POLICIES AND PROCEDURES:**

None

Supersedes: v.1 Grant Program Activities
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**NORTHERN INYO HEALTHCARE DISTRICT  
NON-CLINICAL POLICY**

Title: Funding Requests of NIH Foundation		
Owner: FOUNDATION ED GRANT WRITER	Department: Grant Writing	
Scope: District Wide		
Date Last Modified: 02/23/2023	Last Review Date: No Review Date	Version: 2
Final Approval by: NIHD Board of Directors	Original Approval Date: 05/19/2021	

**PURPOSE:**

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

**POLICY:**

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

6. Notification of funding or rejection will be passed back to the Executive Team by the ED. A detailed response will be provided by the ED if the proposal is rejected. That Executive Leader will in turn inform the leaders involved with the request the result of the Foundation's decision.

**REFERENCE:**

**RECORD RETENTION AND DESTRUCTION:**

**CROSS REFERENCE POLICIES AND PROCEDURES:**

Supersedes: v.1 Funding Requests of NIH Foundation
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**NORTHERN INYO HEALTHCARE DISTRICT  
NON-CLINICAL PROCEDURE**

Title: Subpoena and Legal Summons for Workforce		
Owner: Compliance Officer		Department: Compliance
Scope: District Wide		
Date Last Modified: 07/19/2021	Last Review Date: 10/26/2023	Version: 1
Final Approval by: Executive Committee		Original Approval Date:

**Acceptance of Summons, Complaints and Subpoenas.**

District workforce must exercise care when presented with any documents concerning legal actions in which the District or its employees are involved. Only the Office of the Compliance Officer may accept service of summons and complaints on behalf of the District. Subpoenas for District records and/or records of any patient of the District, regardless of the location of those records, must be directed to the Office of the Compliance Officer.

Subpoenas for patient or other non-District records from business affiliates of the District will be handled by the agent designated by the business affiliate and/or pursuant to any policy so adopted by the business affiliate.

Failure to appropriately handle summons, complaints or subpoenas could place the District and the workforce member at risk or disadvantage in legal proceedings. Failure to follow required procedures may be cause for discipline, up to and including termination.

**Definitions.**

- **Summons:** A legal document that notifies an individual or entity that a lawsuit has commenced and that the individual or entity served must respond to the complaint.
- **Complaint:** A legal document that sets forth the claims(s) in a lawsuit and the relief being sought by the plaintiff (one who commences a lawsuit to obtain a remedy for an alleged injury to his or her rights).
- **Subpoena:** An order issued by a court or attorney for the production of records or for a person to appear at a deposition (oral testimony under oath) or in court.

**Summons and Complaints.**

**A. When the District is a party named in a Summons and Complaint.**

If a marshal or other process server attempts to serve a Summons and Complaint on the District to an employee, the process server must be referred to the Office of the Compliance Officer. Only the Office of the Compliance Officer may accept service on behalf of the District.

**B. When both the District and a staff member are named as parties in a Summons and Complaint.**

If a marshal or other process server attempts to serve a staff member who is personally named in a complaint along with the District, the workforce member may accept service of the Summons and Complaint only on his or her own behalf. In addition, the workforce member must immediately notify Office of the Compliance Officer.

The process server must be referred to the Office of the Compliance Officer for service of the Summons and Complaint on the District. Only the Office of the Compliance Officer may accept service on behalf of the District. No other District office is authorized to accept service of process on the District's behalf.

**C. When a workforce member and not the District is a party named in a Summons and Complaint.**

**1. A work-related complaint.**

If the complaint, naming only the workforce member, is based on the workforce member's conduct within the course and scope of his or her employment with the District, the workforce member must accept the complaint and contact the Office of the Compliance Officer immediately.

**2. A non-work-related complaint.**

If the complaint naming the workforce member is based on conduct occurring outside the course and scope of his or her employment with the District, the workforce member shall act on his or her own behalf without involving the District. Process servers are not permitted into restricted or patient areas without express permission and an escort by District personnel.

**3. Accepting service on behalf of another workforce member.**

A workforce member asked by the process server to accept service of a Summons and Complaint on behalf of another workforce member should not do so. No workforce member is "apparently in charge" of any office or place of business owned by the District within the meaning of applicable State and/or Federal law. The process server must be referred to the Office of the Compliance Officer for instructions on substitute service of a workforce member in accordance with District policy and applicable law.

**Subpoenas for Records.**

**A. Subpoenas for District records.**

Other than designated personnel, workforce members must not accept subpoenas for District records. Subpoenas for District records, regardless of the location of those records, must be directed to the Office of the Compliance Officer. Thereafter, the Office of the Compliance Officer will transmit the subpoena to the District's proper Custodian of Records. District records do not include the patient or administrative records of business affiliates of the District.

**B. Subpoenas for patient or non-District records from business affiliates.**

Each business affiliate of the District must notify the Office of the Compliance Officer when it accepts subpoenas for patient or non-District records or for District records that may be in the possession, custody or control of the business affiliate. Prior to the production of any District records that may be in the possession, custody or control of a business affiliate, the business affiliate must notify the District.

**Subpoenas for Testimony or for Testimony and Records.**

**A. Subpoena relating to District employment.**

If a workforce member is served with a subpoena in his or her capacity as an employee or agent of the District, he or she must contact the Office of the Compliance Officer prior to accepting service or, if prior contact is not possible, he or she must contact the Office of the Compliance Officer as soon as is possible after accepting service.

**B. Subpoena relating to a business affiliate employment.**

A physician who is served within his or her capacity as an employee or agent of a business affiliate can either accept the subpoena personally or pursuant to the policy for accepting subpoenas set for by the District’s business affiliate.

**C. Subpoenas not related to District employment.**

Subpoenas for individuals, served in their individual capacity and not as employees or agents of the District, must be personally served on the named individual. For example, the employee witnessed an incident (e.g., a car accident) unrelated to his or her employment and is being subpoenaed to testify as a witness.

<b>Summons and Complaint</b>	
<b>Parties Named in Summons and Complaint</b>	<b>Required Action</b>
District only	Refer process server to the Office of the Compliance Officer
District and employee	Refer process server to the Office of the Compliance Officer for service on the District. Employee may accept service only on his or her own behalf and must notify the Office of the Compliance Officer immediately.
Employee only, work-related	Employee must accept summons and complaint and contact the Office of the Compliance Officer immediately.
Employee only, non-work related	Employee must act on his or her own behalf without involving the District.
If named employee is absent	Do not accept service on behalf of another employee. Contact the Office of the Compliance Officer for instructions.  Note: If, after you inform a process server that you are not authorized to accept legal documents on behalf of the District or other workforce members and the process server insists on leaving documents with you, promptly deliver any documents left with you to the Office of the Compliance Officer together with the envelope, any packaging, and an explanation of when and how you came to be in possession of the legal documents.
<b>Subpoena for Records</b>	
<b>Type of Record</b>	<b>Required Action</b>
District records	Employee must not accept subpoena. Direct the process server to Office of the Compliance Officer. Note: District

	records do not include the patient or administrative records of private faculty medical practice plans.
Patient or non-District records from District's business affiliate	District's business affiliates must notify the Office of the Compliance Officer regarding who will accept subpoenas for non-District records.
<b>Subpoena for Testimony or for Testimony and Records</b>	
<b>Type of Testimony or Record</b>	<b>Required Action</b>
Employment related	Contact the Office of the Compliance Officer prior to accepting service.
Relating to a District's business affiliate	If testimony and/or records subpoenaed are within workforce member's capacity as an employee of a business affiliate, he or she may either accept subpoena or, otherwise, pursuant to the policies of the business affiliate related to accepting service.
Non-employment related	Subpoenas for individuals served in their individual capacity and not as employees or agents of the District must be served on the named individual.

Developed: 6/21 (Legal Counsel)

Supersedes: N/A
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