

August 19 2020 Regular Meeting

August 19 2020 Regular Meeting - August 19 2020 Regular Meeting

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AGENDA
NORTHERN INYO HEALTHCARE DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
August 19, 2020 at 5:00 p.m.
2957 Birch Street, Bishop, CA

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

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

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

1. Call to Order (at 5:00 pm).
2. **Public Comment:** At this time, persons in the audience may speak on any items not on the agenda on any matter within the jurisdiction of the District Board. Members of the audience will have an opportunity to address the Board on every item on the agenda, and speakers will be limited to a maximum of three minutes each. The Board is prohibited from generally discussing or taking action on items not included on the agenda.
3. New Business and Reports:
 - A. Brown Act presentation, District Legal Counsel (*information item*).
 - B. Physician Recruitment update (*information item*).
 - C. Introduction/demonstration of NIHD Scorpion website (*information item*).
 - D. Pension Plan funding overview/facts (*information item*).
 - E. Defined Benefit Plan Actuarial Report (*information item*).
 - F. Cerner Implementation update (*information item*).
 - G. Presentation from Counsel on the legal relationship between Pioneer Home Health and NIHD (*information item*).
 - H. Recording of District Board meetings (*discussion item*).
 - I. Pioneer Medical Associates partnership purchase proposal (*action item*).
 - J. NIHD Workflow and Departmental Efficiency Project Proposal (*action item*).

- K. Annual review of District Board of Directors Policies and Procedures (*action item*).
 - L. Overview of Board of Directors annual operating budget (*information item*).
 - M. Approval of District Board Resolution 20-09, financial account authorizations (*action item*).
 - N. Financial update as of June 30, 2020 (*information item*).
 - O. Consideration of amendments to NIHD Conflict of Interest Code (*action item*).
 - P. Revision of Interim Chief Executive Officer contract (*action item*).
 - Q. Recommendation for one-year renewal of Jones & Mayer Legal Services Agreement (*action item*).
 - R. NIHD Medical, Dental, and Vision broker proposal (*action item*).
 - S. Building stronger NIHD Board of Directors and Medical Staff Relations, Ad Hoc Committee formation (*action item*).
4. Reports:
- A. Eastern Sierra Emergency Physicians quarterly report (*information item*).
 - B. ROI Committee report approval (*action item*).
 - C. Outsource Inc. Healthcare Collections update (*information item*).
5. Chief of Staff Report, Vice Chief of Staff Charlotte Helvie, MD:
- A. Medical Staff Appointments (*action items*):
 - 1. Adam Jesionek, MD (family medicine/hospitalist) – Provisional Active Staff
 - 2. Danish Atwal, MD (Renown Cardiology) – Telemedicine Staff
 - 3. Htet Khine, MD (Renown Cardiology) – Telemedicine Staff
 - B. Policy and Procedure approvals (*action items*):
 - 1. Biosafety Plan
 - 2. Blood Bank – Emergency Requests for Blood Components
 - 3. Death in the Operating Room
 - 4. Draping for Surgical Procedures
 - 5. Electrosurgical Cautery
 - 6. Fire Safety in Surgery
 - 7. Immediate Use Sterilization Procedure
 - 8. Implantation of Medical Devices
 - 9. Medical Device Tracking
 - 10. Medical Students in the OR
 - 11. NPO Guidelines

12. *Sterile Processing Scope of Service*

13. *Sterile Processing Standards of Practice*

14. *Surgeries Requiring an Assistant*

15. *Clorox Total 360 System Electrostatic Sprayer*

16. *Aerosolized Transmissible Disease Exposure Plan/Respiratory Protection Program*

17. *NIHD Workforce Exposed to Communicable Illness*

18. *Scope of Service – Infection Prevention*

19. *Toy Cleaning*

C. Annual Approval (*action item*):

1. *Standardized Protocol – Physician Assistant in the Operating Room*

Consent Agenda (action items)

6. Approval of minutes of the July 19 2020 regular meeting

7. Reports from Board members (*information items*).

8. Adjournment to Closed Session to/for:

A. Conference with Legal Counsel, existing litigation (*pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9*). Name of case: Inyo County LAFCO and NIHD v. SMHD, Case No. 34-2015-8002247-CY-WM-GDS-Sacramento County.

B. Conference with Labor Negotiators, Agency Designated Representative: Irma Moisa;
Employee Organization: AFSCME Council 57 (*pursuant to Government Code Section 54957.6*).

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

9. Return to Open Session and report of any action taken (*information item*).

10. 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.



The Brown Act

Government Code §54950

Keith F. Collins
Jones & Mayer
General Counsel
Northern Inyo Healthcare District



Basic requirement of the Brown Act:

- Requires that public agency actions “be taken openly and that their deliberations be conducted openly.”
- all “meetings” of a “legislative body” must be open and public.

Who is Subject to the Brown Act?

“Legislative Body” includes:

- Governing body of a local agency –Board of Directors of a Healthcare District
- Any Commissions, Committee or Boards Created by formal action of the Governing Body
- A private corporation if either:
 - Created by local agency to exercise authority of local agency; or
 - Receives public funds from agency and has board member on its board

What constitutes a “Meeting?”

- A Meeting Is: Any congregation of a majority of the members of the legislative body in the same time and place to hear, discuss or deliberate upon any item within their jurisdiction.
- Watch out for:
 - Informal discussions
 - Telephone conversations for purpose of discussing decisions in advance
 - Serial Meetings
 - E-mails, texts, blogs, social networking sites



A Meeting is NOT:

- Individual contacts or conversations
- Attendance by majority at certain conferences or social events, so long as majority does not discuss issues within their jurisdiction
- Attendance at meeting of other legislative bodies, so long as majority does not discuss issues within their jurisdiction

E-mails

- It is easy to violate the Brown Act by simply hitting the “Reply All” button.
- Caution is needed.
- Potential Public Records Act Problems:
 - Using your own email/device to discuss NIHD business will subject personal emails/texts to **disclosure**. *City of San Jose v. Superior Court* (Recent Cal. Supreme Court ruling)
 - Recommend use of NIHD email address.

Texting

- Similar problems as with e-mail.
- Can be easily used to hold a serial meeting before or during a meeting (cell phones).
- Avoid Sending or Receiving Texts/Emails:
 1. To/From the public during a meeting
 2. To/From members of the body during a meeting.
 3. If you have declared conflict.

Blogging

- Short for “Web-Log”. A “frequently updated website, normally with dated entries, commonly used to post opinions.”
 - Very popular with public officials.
 - Includes sites such as Facebook and Twitter.
 - Has not yet been formally addressed by FPPC.
 - Potential serial meeting if a majority gets involved

Posting Requirements


- Post agenda at least 72 hours before a “regular” meeting
 - 24 hours for “special meetings.”
 - All documents provided to Board must be provided to public
- Special Meeting not permitted for discussion on Agency Executive compensation or perks
- Specify time/location
- Include brief general description of each item
 - Includes closed session items

Posting Requirements (cont'd)

- No action on any item not appearing on the posted agenda
- Limited Exceptions:
 - Statutorily defined “Emergency”
 - Need for Immediate Action – requires a 2/3 vote that there is an immediate need, and need arose after the agenda was posted
 - Brief responses to questions comments from public
 - Brief reports by board members and staff
 - Request to agendize an item for a future meeting

Closed Sessions

- Permissible only where allowed by statute
 - Personnel Discussions
 - Labor Negotiations
 - Litigation
 - Real property negotiations
 - Trade secrets
 - Others
- Disclosure of information discussed is illegal



Consequences of Brown Act Violations

- Nullification of decision
- Criminal sanctions for intentional violations
(up to 6 months in jail/\$1000 fine)
- Intense adverse media attention



- Questions?

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

Date: 08/06/2020

Title: **INTRODUCTION TO NORTHERN INYO HEALTHCARE DISTRICT NEW WEBSITE**


Presenter(s): Barbara Laughon, Manager, Marketing, Communications & Strategy
Sarah Schwald, Director of Healthcare Marketing Strategy at Scorpion

Synopsis:

Barbara will do an introduction for the Board members and introduce Sarah. Sarah will be presenting 5-10 mins on the website overview and dashboard information. This presentation will be live so no slides are available beforehand.

Prepared by: 
Lynda Vance
Project Management Specialist

Reviewed by: 
Barbara Laughon
Mgr Marketing, Comm & Strategy

Approved by: 

Name
Title

FOR EXECUTIVE TEAM USE ONLY:

Date of Executive Team Approval: _____ Submitted by: _____
Chief Officer

Northern Inyo County Local Hospital District Retirement Plan

DB Plan Funding FAQs

1) What is the DB Plan?

The DB plan is a defined benefit (DB) plan that provides monthly retirement income to eligible employees who leave employment or retire from the Hospital District. The Plan was established in 1975 and provides a monthly benefit at age 65 equal to 2.5% of average compensation multiplied by years of service, up to 40 years. Average compensation is measured over the 3 consecutive year period that produces the highest average. The plan was closed to new entrants on January 1, 2013, but continues to be in effect for those who remain in the plan.

Active participants as of 1/1/20	142
Part-time employees / On leave	5
Former employees who are vested and not yet retired	69
Retirees	<u>0*</u>
Total participants	216

* There are no retirees because when someone retires they either receive a lump sum distribution or have an annuity purchased on their behalf from New York Life.

Plan assets as of 6/30/2020	\$19,335,860
Actuarial liability as of 6/30/2020	\$59,135,440
Unfunded actuarial liability as of 6/30/2020	\$39,799,580
Funded percentage	32.7%

Entry age normal cost	\$1,951,401
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2) What is meant by the “actuarial liability” and the “normal cost” of the DB Plan?

The “actuarial liability” is the present value of retirement benefits expected to be paid in the future that has been allocated to past years of service. There are different methods used to allocate the present value. The method used for accounting disclosures purposes is the Entry Age method.

The “normal cost” is the present value of retirement benefits expected to be paid in the future that has been allocated one year of service. It is the expected cost of the plan for one additional year of service. A plan with no active participants will have no normal cost.

3) How is the funding of the DB plan being changed?

For the last several years, the funding policy has been to fund the value of benefits accrued each year, plus a payment to achieve 110% funding by a certain date. In 2012, the 110% funding target was set to be January 1, 2032. The 110% target was moved up to January 1, 2028, beginning in 2018.

The proposed change to the funding policy is for one year only. For the 2020-21 fiscal year, the proposal is to only pay the entry age normal cost for the year, instead of the amount required to reach the 110% funding target by January 1, 2028.

The effect of the change will be to reduce the required contribution to the DB Plan from \$7,740,000 to \$2,028,000, a reduction of \$5,712,000. Management expects to return to the normal level of contributions beginning with the 2021-22 fiscal year.

4) Why is this change being made?

This change is being made due to adverse financial pressures being felt by the Hospital District due to the COVID-19 pandemic.

5) What is the current funding level of the DB plan?

Retiree benefits are 100% funded due to the purchases of annuities from New York Life. Benefits for active employees and vested terminated employees are about 33% funded. On a combined basis for active and retirees, the plan is about 64% funded.

6) How does the current funding level compare with other public plans?

The funding level for public plans varies greatly, but many plans are funded in the 60% to 80% range for actives and retirees combined. Most public plans do not purchase annuities for retirees but instead pay them monthly.

For example, the CalPERS DB plan for the Miscellaneous Employees of the County of Inyo was reported to be 69.5% as of June 30, 2018 (the most recent information available) for actives and retirees combined. If the plan assets were first allocated to retirees, and then the leftover assets allocated to actives and former employees, the retiree portion would be 100% funded and the active and former employee portion would be 9.4% funded.

7) How will this impact current retirees?

The reduction in contributions will not impact retirees in any way, since their benefits are 100% paid for by New York Life through previous purchases of guaranteed annuities.

8) How will this impact the benefits being earned by active employees in the DB plan?

Active employees in the DB plan will continue to accrue the same benefits as they have before. There is no reduction in benefits and their accrued DB benefit will continue to increase as they accrue more service (up to 40 years).

9) Will there be enough assets to provide for future benefits?

As of June 30, 2020, the DB Plan has assets of \$19,335,860 available to pay benefits for future retirees. Over the past 4 years, the DB Plan has paid between \$7,000,000 and \$8,000,000 each year in lump sum distributions and annuity purchases. The DB plan has sufficient assets to continue to provide retirement distributions this fiscal year.

10) How will this affect the DB plan in the long run?

By paying less contributions now, the Hospital District will pay more contributions later. Overall, the total contributions required to be made into the plan will be about the same, whether they are made now or later. The only difference will be the loss of investment gains on the contributions that are being deferred. Due to the conservative nature of the investments, which are held in bond

funds and insurance contracts, the annual investment earnings are expected to average 4% over the long run. If contributions are reduced by about \$5,700,000, then this will reduce the expected investment return by about \$228,000.

Over the past 10 calendar years, the actual investment return has averaged 3.4%:

2019	6.7%
2018	(0.5%)
2017	1.0%
2016	0.7%
2015	1.5%
2014	5.2%
2013	2.8%
2012	4.9%
2011	5.9%
2010	5.9%



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August 7, 2020

Ms. Genifer Owens
Controller
Northern Inyo Healthcare District
150 Pioneer Lane
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***Northern Inyo County Local Hospital District Retirement Plan
Actuarial Valuation as of January 1, 2020***

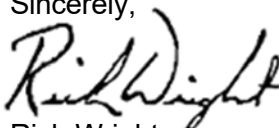
Dear Gen:

Enclosed is the Actuarial Valuation as of January 1, 2020, which includes the GASB 67 and 68 disclosures for the fiscal year ended June 30, 2020. The valuation calculates the recommended annual contribution based upon the funding policy that was adopted in 2019, as well as an alternative, temporary policy of only funding the normal cost for one year of service.

Based upon the 2019 funding policy, the recommended annual contribution would be \$7,740,000, which would result in an increase of the monthly contribution rate from \$500,000 to \$645,000, effective July 1, 2020. This contribution includes the ABO normal cost of \$3,498,000 plus an amortization payment of \$4,242,000 towards the funding deficit.

If an alternative, temporary policy to only fund the entry age normal cost is adopted, the annual contribution would be \$2,028,000, and the monthly contribution would be \$169,000.

If you have any questions or would like to review the report with me, please give me a call at (415) 394-3716.

Sincerely,

Rich Wright

RAW:jh
enc.
cc: Vinay Behl

nih2020v_rev_e.docx

Northern Inyo County Local Hospital District Retirement Plan

Actuarial Valuation as of January 1, 2020

Prepared by:

Richard A. Wright
FSA, MAAA

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August 7, 2020



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August 7, 2020

Northern Inyo Healthcare District
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Bishop, California 93514-2599

***Northern Inyo County Local Hospital District Retirement Plan
Actuarial Valuation as of January 1, 2020***

As part of our engagement with the Healthcare District, we have made an actuarial valuation of the Northern Inyo County Local Hospital District Retirement Plan as of January 1, 2020. The purpose of this valuation is to determine the recommended contribution pursuant to the Healthcare District's funding policy, and to provide the computations to fulfill financial accounting requirements under GASB Statement No. 67 and 68.

In preparing this report, we have relied without audit on information (some oral and some in writing) provided by New York Life Insurance Company and the Healthcare District. This information includes, but is not limited to, financial information, census data, and plan provisions. We found this information to be reasonably consistent and comparable with information used for other purposes. The valuation results depend on the integrity of this information. If any of this information is inaccurate or incomplete the results may be different and the calculations may need to be revised.

All costs, liabilities, rates of interest, and other factors for the Fund have been determined on the basis of actuarial assumptions and methods which are individually reasonable (taking into account the experience of the Plan and reasonable expectations); and which, in combination, offer our best estimate of anticipated experience affecting the Fund.

This valuation report is only an estimate of the Plan's financial condition as of a single date. It can neither predict the Plan's future condition nor guarantee future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on an array of individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. No one set of assumptions is uniquely correct. Determining results using alternative assumptions is outside the scope of our engagement.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the Fund's funded status); and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of

future measurements. The Healthcare District has the final decision regarding the appropriateness of the assumptions and actuarial cost methods.

Actuarial computations presented in this report are for purposes of determining the recommended funding amounts for the Healthcare District and for fulfilling financial accounting requirements under GASB Statement No. 67 and 68. The computations prepared for these two purposes may differ as disclosed in our report. The calculations in the enclosed report have been made on a basis consistent with our understanding of the Healthcare District's funding policy and goals. Determinations for other purposes may be significantly different from the results contained in this report. Accordingly, additional determinations may be needed for other purposes.

Milliman's work is prepared solely for the internal business use of the Healthcare District. To the extent that Milliman's work is not subject to disclosure under applicable public records laws, Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit or create a legal duty to any third party recipient of its work product. Milliman's consent to release its work product to any third party may be conditioned on the third party signing a Release, subject to the following exception(s):

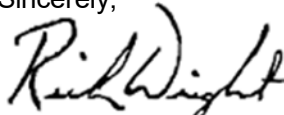
- (a) The Healthcare District may provide a copy of Milliman's work, in its entirety, to the Healthcare District's professional service advisors who are subject to a duty of confidentiality and who agree to not use Milliman's work for any purpose other than to benefit the Healthcare District.
- (b) The Healthcare District may provide a copy of Milliman's work, in its entirety, to other governmental entities, as required by law.

No third party recipient of Milliman's work product should rely upon Milliman's work product. Such recipients should engage qualified professionals for advice appropriate to their own specific needs.

The consultants who worked on this assignment are pension actuaries. Milliman's advice is not intended to be a substitute for qualified legal or accounting counsel.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally accepted actuarial principles and practices which are consistent with the applicable Actuarial Standards of Practice of the American Academy of Actuaries. The undersigned is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Sincerely,



Richard A. Wright, FSA, MAAA
Consulting Actuary

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INTRODUCTION

This report sets forth the results of our valuation of the Northern Inyo County Local Hospital District Retirement Plan, as of January 1, 2020. In Section II we furnish certain financial statements and actuarial exhibits of the Fund for the 2019 plan year. Section III presents the determination of the contribution requirement for the 2020 plan year.

A summary of the Plan is set forth in Appendix A, and the actuarial assumptions and cost method used in determining the costs and liabilities are described in Appendix B. The membership data is shown in Appendix C.

HIGHLIGHTS

The Plan was closed to new entrants effective January 1, 2013.

In this year's valuation, the interest rate assumption has been lowered from 5.00% to 4.00% to reflect a decrease in anticipated future investment returns (see p. 2) and the salary scale assumption has been lowered from 4.00% to 3.00%. In addition, based on retiree annuity form elections in recent years, the form of payment assumption has been updated from 60% lump sum/40% annuity to 50% lump sum/50% annuity. Also, the mortality assumption for valuing the annuity liabilities has been updated to incorporate the MP-2019 projection scale that was published by the Society of Actuaries in October 2019, which is applied as a generational projection to the RP-2014 Mortality Table starting from a base year of 2006, and replaces the MP-2018 projection scale that had been reflected in the prior valuation. These assumption changes increased the present value of accumulated plan benefits by \$7,316,149, as shown in Exhibit 5.

The entry age normal cost increased from \$1,781,772 in last year's valuation to \$1,951,401 this year, primarily due to the decrease in the assumed interest rate. The normal cost as a percentage of payroll increased by 2.7% from last year's 15.4% to 18.1%.

The investment performance of the fund showed a return of 4.4% for 2019. The average investment return over the last 20 years has been 4.8%.

Using the 2019 funding policy, the recommended contribution would be based on a target funding level of 110% of the Accumulated Benefit Obligation (ABO). As of January 1, 2020, the Plan's current funding level is 49.6% of ABO. The recommended contribution is the ABO normal cost plus an amortization amount towards the funding target. The 2019 funding policy was designed to amortize the funding target deficit over 10 years from January 1, 2018.

For the 2020 plan year, the recommended contribution based upon the 2019 funding policy is \$7,740,000, or \$645,000 per month if paid in 12 monthly installments during the fiscal year beginning July 1, 2020.

An alternative, temporary policy of funding only the entry age normal cost has been proposed by the Hospital District. Under that proposal, the contribution for the 2020 plan year would be \$2,028,000, or \$169,000 per month if paid in 12 monthly installments beginning July 1, 2020.

RATIONALE FOR SIGNIFICANT ASSUMPTIONS

Mortality. For the pre-retirement mortality assumption, as well as for the post-retirement mortality assumption for those electing the annuity form of payment at retirement, the mortality assumption has been updated to incorporate the MP-2019 projection scale that was published by the Society of Actuaries in October 2019. This projection scale is applied to the RP-2014 Mortality Table starting from a base year of 2006, and applies a generational projection going forward. In the prior year’s valuation, the MP-2018 projection scale was used, along with the same base table.

Interest. For the pre-retirement interest assumption, as well as for the post-retirement interest assumption for those electing the annuity form of payment at retirement, we have revised the assumed interest rate from 5.0% to 4.0%. Our current long-term expected returns for various asset classes are shown below and include a 2.5% inflation assumption over the next 20 years.

Asset Class	Expected Nominal Return	Asset Allocation
Cash	2.25%	0.41%
U.S. Fixed Income	3.54%	59.34%
U.S. Government Bonds	3.05%	5.69%
U.S. Credit Bonds	4.16%	9.96%
U.S. Mortgages	3.62%	6.91%
U.S. Bank/Leveraged Loans	4.93%	11.99%
U.S. High Yield Bonds	5.20%	2.44%
Private Equity	12.12%	2.85%
Hedge Funds	5.64%	0.41%
Expected Average Return (1 yr)		4.03%
50th Percentile Return (20 yrs)		3.97%

Based on the above asset allocation, we expect the 1-year nominal rate of return to be 4.03%. The 50th percentile average return over the next 20 years is expected to be 3.97%.

Salary Increase Assumption. We have assumed that future salaries will increase at a rate of 3.0% per annum, which we have determined to be reasonable based on recent experience and future expectations. The salary increase assumption for the prior valuation was 4.0% per annum.

Form of Payment Election. We have assumed that 50% of retiring participants will elect a lump sum and 50% will elect an annuity. This assumption has been updated based on plan experience for the 5 years prior to the valuation date. For the prior valuation, we assumed that 60% of retiring participants would elect a lump sum and 40% would elect an annuity.

RESULTS OF VALUATION

The following table compares the principal valuation results with those of the prior plan year.

	January 1, 2020	January 1, 2019
Number of Participants		
Active – Fully vested	125	125
– Partially vested	15	30
– Nonvested	<u>2</u>	<u>0</u>
– Total	142	155
Part-time employees with accrued benefits	4	8
Disabled employees with accrued benefits	1	1
Terminated vested	<u>69</u>	<u>68</u>
Total participants	216	232
Participant Payroll under NRA	\$ 10,780,522	\$ 11,537,345
Actuarial Accrued Liability	\$ 56,095,285	\$ 62,008,986
Funding Target – 110% of Accumulated Benefit Obligation (ABO)	\$ 52,752,915	\$ 45,621,123
Actuarial Assets	\$ 24,203,820	\$ 24,826,009
Entry Age Normal Cost at Beginning of Year	\$ 1,951,401	\$ 1,781,772
As a percentage of applicable payroll	18.1%	15.4%
Funding Policy Contribution	\$ 7,740,000	\$ 6,072,000
As a percentage of applicable payroll	71.8%	52.6%
Temporary, Alternative Funding Policy Contribution	\$ 2,028,000	\$ n/a
As a percentage of applicable payroll	18.8%	n/a
Investment Return (Calendar Year Basis)		
Current year	6.7%	(0.5%)
Average over for last 5 years	1.8%	1.6%
GASB 67/68 Measurements as of Fiscal Year End		
	June 30, 2020	June 30, 2019
Net Pension Liability		
Total Pension Liability (TPL)	\$ 59,135,440	\$ 55,803,539
Fiduciary Net Position (FNP)	<u>19,335,860</u>	<u>23,115,981</u>
Net Pension Liability (NPL)	39,799,580	32,687,558
FNP as % of TPL	32.70%	41.42%
GASB 68 Pension Expense for Fiscal Year	\$ 6,912,870	\$ 6,310,945

MONTHLY CONTRIBUTIONS

The funding requirements for the 2020 plan year are shown below. Contributions for a fiscal year (July 1 to June 30) are being applied to the plan year (January 1 to December 31) ending within the fiscal year.

Approximate Date of Contribution	Contributions for the 2020 Plan Year	
	2019 Funding Policy	Alternative Policy
07/15/2020	\$ 645,000	\$ 169,000
08/15/2020	645,000	169,000
09/15/2020	645,000	169,000
10/15/2020	645,000	169,000
11/15/2020	645,000	169,000
12/15/2020	645,000	169,000
01/15/2021	645,000	169,000
02/15/2021	645,000	169,000
03/15/2021	645,000	169,000
04/15/2021	645,000	169,000
05/15/2021	645,000	169,000
06/15/2021	<u>645,000</u>	<u>169,000</u>
Total	\$ 7,740,000	\$ 2,028,000

EXHIBIT 1. SUMMARY OF PLAN ASSETS

The valuation assets as of January 1, 2020, are the sum of the accrued balances in the contractual Fixed Dollar Account (GA-928) and the Indexed Bond Fund (account #11344) as of December 31, 2019, maintained by New York Life, plus any accrued but unpaid contributions and minus any distributions payable. The balance in the contractual Pension Account is allocated to retired participants and beneficiaries and is excluded from the valuation. Development of the assets is as follows:

	January 1, 2020	January 1, 2019
Plan Assets		
Fixed Dollar Account (GA-928)	\$ 8,710,715	\$ 11,029,164
Indexed Bond Fund (Acc. #11344)	<u>11,993,105</u>	<u>11,054,845</u>
Total	\$ 20,703,820	\$ 22,084,009
Accrued Contributions	<u>3,500,000</u>	<u>2,742,000</u>
Actuarial Assets	\$ 24,203,820	\$ 24,826,009
Asset Allocation		
Fixed Dollar Account	36.0%	44.5%
Indexed Bond Fund	49.6%	44.5%
Accrued Contributions	<u>14.5%</u>	<u>11.0%</u>
Total	100.0%	100.0

Note: We have not audited the fund's assets shown above. We have relied on the information furnished by New York Life Insurance Company.

EXHIBIT 2. SUMMARY OF CHANGES IN PLAN ASSETS

Plan assets increase or decrease each year due to employer contributions, investment income, benefit payments to retiring participants, plan expenses paid by the trust fund, and any realized and unrealized gains and losses from investments.

	PLAN YEAR ENDING	
	December 31, 2019	December 31, 2018
Beginning Balance	\$ 22,084,009	\$ 24,047,455
Additions:		
Employer contributions	5,242,000	6,300,000
Investment income	938,260	513,468
Experience adjustment	<u>492,973</u>	<u>0</u>
Total	6,673,233	6,813,468
Subtractions:		
Benefit payments	(8,053,422)	(8,082,821)
Expenses & related charges	0	(64,562)
Experience adjustment	<u>0</u>	<u>(629,531)</u>
Total	(8,053,422)	(8,776,914)
Ending Balance	\$ 20,703,820	\$ 22,084,009

EXHIBIT 3. HISTORICAL RETURNS ON PLAN ASSETS

The following table shows the historical return on plan assets since 2000:

Plan Year	Return
2019	6.68%
2018	(0.48)%
2017	1.00%
2016	0.71%
2015	1.46%
2014	5.21%
2013	2.82%
2012	4.93%
2011	5.94%
2010	5.88%
2009	5.97%
2008	6.53%
2007	6.71%
2006	5.57%
2005	5.32%
2004	5.84%
2003	5.41%
2002	8.18%
2001	7.33%
2000	8.48%
Average for last 5 years	1.84%
Average for last 10 years	3.38%
Average for last 20 years	4.94%

The actuarial valuation rate for the 2020 plan year is 4.00%.

EXHIBIT 4. PRESENT VALUE OF ACCUMULATED PLAN BENEFITS (ABO)

The present value of accumulated plan benefits (also known as the Accumulated Benefit Obligation or ABO) is the value of benefits that have been accrued to date.

	As of January 1, 2020	As of January 1, 2019
Vested Benefits		
Active participants	\$ 39,165,067	\$ 33,752,724
Part-time participants with accrued benefits	272,284	1,494,808
Terminated vested participants	8,446,297	6,176,067
Participants currently receiving payments	<u>0</u>	<u>0</u>
Total	\$ 47,883,648	\$ 41,423,599
Nonvested Benefits	<u>73,547</u>	<u>50,149</u>
Total	\$ 47,957,195	\$ 41,473,748
Valuation Assets	\$ 24,203,820	\$ 24,826,009
Funding Ratio	50.5%	59.9%

EXHIBIT 5. CHANGES IN ACCUMULATED PLAN BENEFITS

The changes in the present value of accumulated plan benefits for the last two plan years are summarized below.

	PLAN YEAR ENDING	
	December 31, 2019	December 31, 2018
Beginning of Year	\$ 41,473,748	\$ 42,680,430
Benefits accumulated and actuarial experience	5,147,033	4,799,856
Increase for interest due to the decrease in the discount period	2,073,687	2,134,022
Plan amendment	0	0
Change in actuarial assumptions	7,316,149	(57,739)
Benefits paid	<u>(8,053,422)</u>	<u>(8,082,821)</u>
End of Year	\$ 47,957,195	\$ 41,473,748

EXHIBIT 6. DEVELOPMENT OF NORMAL COST

The normal cost is calculated according to the actuarial cost method. Under the entry age normal cost method, the normal cost is calculated as the sum of the normal costs for individual participants. A participant’s normal cost is calculated by allocating the value of future benefits as a level percentage of earnings over the participant’s working lifetime. The normal cost is as follows:

	PLAN YEAR BEGINNING	
	January 1, 2020	January 1, 2019
Normal cost as of beginning of plan year	\$ 1,951,401	\$ 1,781,772
Estimated payroll for plan participants	10,780,522	11,537,345
Normal Cost as % of payroll	18.1%	15.4%
Normal cost as of end of plan year	2,029,457	1,870,861

EXHIBIT 7. ACTUARIAL ACCRUED LIABILITY

The actuarial accrued liability has been calculated using the entry age normal actuarial cost method, and is equal to the present value of benefits for all members less the present value of future normal costs for active employees. Any actuarial liability in excess of the plan's assets is called an unfunded actuarial accrued liability.

	As of January 1, 2020	As of January 1, 2019
Present Value of Benefits		
Active participants	\$ 68,880,528	\$ 62,243,980
Part-time participants with accrued benefits	272,284	1,494,808
Terminated vested participants	8,446,297	6,176,067
Participants currently receiving payments	<u>0</u>	<u>0</u>
Total PVB	\$ 77,599,109	\$ 69,914,855
Present Value of Future Normal Cost		
Active employees	\$ 15,590,123	\$ 13,819,570
Actuarial Accrued Liability		
Active participants	53,290,405	48,424,410
Part-time participants with accrued benefits	272,284	1,494,808
Terminated vested participants	8,446,297	6,176,067
Participants currently receiving payments	<u>0</u>	<u>0</u>
Total actuarial accrued liability	\$ 62,008,986	\$ 56,095,285
Actuarial Assets	\$ 24,203,820	\$ 24,826,009
Unfunded Actuarial Accrued Liability	\$ 37,805,166	\$ 31,269,276

EXHIBIT 8. FULL FUNDING LIMITATION

The full funding limitation is defined by the Internal Revenue Code and limits minimum required and maximum deductible contributions of well-funded retirement plans.

	PLAN YEAR ENDING	
	December 31, 2020	December 31, 2019
Actuarial Accrued Liability	\$ 62,008,986	\$ 56,095,285
Normal Cost	<u>1,951,401</u>	<u>1,781,772</u>
Total	\$ 63,960,387	\$ 57,877,057
Actuarial assets	\$ 24,203,820	\$ 24,826,009
Full Funding Limitation, beginning of year	\$ 39,756,567	\$ 33,051,048
Interest	<u>1,590,263</u>	<u>1,652,552</u>
Full Funding Limitation, end of year	\$ 41,346,830	\$ 34,703,600

EXHIBIT 9. RECOMMENDED CONTRIBUTION

The recommended contribution targets a funding level of 110% of the Accumulated Benefit Obligation (ABO). Since the plan is currently funded less than 110% of ABO, the deficit is being amortized. The amortization period was reset beginning January 1, 2018, to 10 years. Previously, the funding target deficit was amortized over a 20-year period beginning on January 1, 2012. The recommended contribution is reduced, if necessary, to the Full Funding Limitation.

	PLAN YEAR ENDING	
	December 31, 2020	December 31, 2019
Target Surplus		
Accumulated Benefit Obligation (ABO)	\$ 47,957,195	\$ 41,473,748
Funding Target %	<u> x 110%</u>	<u> x 110%</u>
Funding Target (110% of ABO)	\$ 52,752,915	\$ 45,621,123
Actuarial Assets	<u>24,203,820</u>	<u>24,826,009</u>
Excess / (deficit)	\$ (28,549,095)	\$ (20,795,114)
Recommended Contribution		
ABO Normal Cost	\$ 3,363,222	\$ 2,992,119
Amortization of (Excess) / Deficit	<u>4,077,245</u>	<u>2,786,349</u>
Total as of beginning of year	\$ 7,440,467	\$ 5,778,468
Interest	<u>297,619</u>	<u>288,923</u>
Total as of end of year	\$ 7,738,086	\$ 6,067,391
Full Funding Limitation, end of year	\$ 41,346,830	\$ 34,703,600
Recommended Contribution	\$ 7,738,086	\$ 6,067,391
Alternative Contribution (Entry Age Normal Cost Only)		
Entry Age Normal Cost	\$ 1,951,401	\$ n/a
Interest	<u>78,056</u>	<u>n/a</u>
Total as of end of year	\$ 2,029,457	\$ n/a

EXHIBIT 10. SUMMARY OF PLAN ASSETS AS OF FISCAL YEAR END

Plan assets are shown below at market value, and are the sum of the balances in (a) the contractual Fixed Dollar Account (GA-928), which includes the estimated accrued interest as of the fiscal year end, and (b) the Indexed Bond Fund (account #11344), maintained by New York Life. Plan assets do not include assets in the Pension Account with New York Life, which holds assets allocated to retiree benefits that have been purchased with annuity contracts from New York Life.

	June 30, 2020	June 30, 2019
Plan Assets		
Fixed Dollar Account (GA-928) ¹	\$ 7,185,909	\$ 11,399,670
Indexed Bond Fund (Acc. #11344)	<u>12,149,951</u>	<u>11,716,311</u>
Total	\$ 19,335,860	\$ 23,115,981
Asset Allocation		
Fixed Dollar Account	37.2%	49.3%
Indexed Bond Fund	<u>62.8%</u>	<u>50.7%</u>
Total	100.0%	100.0%

¹ As of 6/30/2020, includes estimated accrued interest of \$147,642 and estimated accrued expenses of (\$29,313). As of 6/30/2019, includes estimated accrued interest of \$219,293 and estimated accrued expenses of (\$32,281).

EXHIBIT 11. CHANGES IN PLAN ASSETS OVER FISCAL YEAR

Plan assets increase or decrease each year due to employer contributions, investment income, benefit payments to retiring participants and any experience adjustment from the Pension Account, and plan expenses paid by the trust fund.

	FISCAL YEAR ENDING	
	June 30, 2020	June 30, 2019
Beginning Balance	\$ 23,115,981	\$ 25,492,382
Additions		
Employer contributions	\$ 5,500,000	\$ 6,060,000
Investment income	<u>1,317,318</u>	<u>680,602</u>
Total	\$ 6,817,318	\$ 6,740,602
Subtractions		
Benefit payments	\$ (10,541,782)	\$ (9,049,661)
Expenses & related charges	<u>(55,657)</u>	<u>(67,342)</u>
Total	\$ (10,597,439)	\$ (9,117,003)
Ending Balance	\$ 19,335,860	\$ 23,115,981

EXHIBIT 12. MONEY WEIGHTED INVESTMENT RETURN

GASB 67 requires the disclosure of the money-weighted rate of return on plan investments. The money-weighted rate of return considers the changing amounts actually invested during a period and weights the amount of pension plan investments by the proportion of time they are available to earn a return during that period. External cash flows are determined on a monthly basis and are assumed to occur at the beginning of each month. External cash inflows are netted with external cash outflows, resulting in a net external cash flow in each month. The money-weighted rate of return is calculated net of investment expenses.

	Net External Cash Flows	Periods Invested	Period Weight	Net External Cash Flows with Interest
Beginning Balance – July 1, 2019	\$ 23,115,981	12	1.00	\$ 24,593,346
Monthly Net External Cash Flows:				
July	466,717	11.5	0.96	495,316
August	500,000	10.5	0.88	528,015
September	(249,326)	9.5	0.79	(261,832)
October	(1,198,615)	8.5	0.71	(1,252,514)
November	(2,091,173)	7.5	0.63	(2,174,404)
December	(481,144)	6.5	0.54	(497,512)
January	(890,810)	5.5	0.46	(916,561)
February	(1,095,489)	4.5	0.38	(1,121,585)
March	500,000	3.5	0.29	509,064
April	(875,522)	2.5	0.21	(886,987)
May	500,000	1.5	0.13	504,043
June	(182,077)	0.5	0.04	(182,529)
Ending Value – June 30, 2020	\$			\$ 19,335,860

Year Ending June 30	Money Weighted Investment Return
2020	6.39%
2019	2.96%
2018	(1.16%)
2017	(0.48%)
2016	3.11%
2015	3.86%
2014	n/a
2013	n/a
2012	n/a
2011	n/a

EXHIBIT 13. NET PENSION LIABILITY

The Total Pension Liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions listed below and shown in Appendix B, and was then projected forward to the measurement date taking into account any significant changes between the valuation date and the fiscal year end as prescribed by GASB 67 and 68.

The liabilities are calculated using a discount rate that is a blend of the expected investment rate of return and a high quality bond index rate. The expected investment rate of return applies for as long as the plan assets (including future contributions) are projected to be sufficient to make the projected benefit payments. If plan assets are projected to be depleted at some point in the future, the rate of return of a high quality bond index is used for the period after the depletion date. Since there is no depletion date for this plan, the expected rate of return is used as the discount rate.

	June 30, 2020	June 30, 2019
Total Pension Liability	\$ 59,135,440	\$ 55,803,539
Fiduciary Net Position	<u>19,335,860</u>	<u>23,115,981</u>
Net Pension Liability	\$ 39,799,580	\$ 32,687,558
Fiduciary Net Position as a % of Total Pension Liability	32.70%	41.42%
Covered Payroll	\$ 10,780,522	\$ 11,537,345
Net Pension Liability as of % of Covered Payroll	369.18%	283.32%
Valuation Date	1/1/2020	1/1/2019
Measurement date	6/30/2020	6/30/2019
GASB 67/68 Reporting date	6/30/2020	6/30/2019
Depletion date	None	None
Discount rate	4.00%	5.00%
Expected rate of return, net of investment expenses	4.00%	5.00%
Municipal bond rate	n/a	n/a

Sensitivity Analysis	As of June 30, 2020		
	1% Decrease in Discount Rate 3.00%	Current Discount Rate 4.00%	1% Increase in Discount Rate 5.00%
Total Pension Liability	\$ 67,939,708	\$ 59,135,440	\$ 51,835,074
Fiduciary Net Position	<u>19,335,860</u>	<u>19,335,860</u>	<u>19,335,860</u>
Net Pension Liability	\$ 48,603,848	\$ 39,799,580	\$ 32,499,214

EXHIBIT 14. CHANGES IN NET PENSION LIABILITY

GASB 67 requires disclosure of the changes in the Net Pension Liability.

	Fiscal Year Ending June 30, 2020		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balance as of Beginning of Year	\$ 55,803,539	\$ 23,115,981	\$ 32,687,558
Service cost	\$ 1,825,773	\$ 0	\$ 1,825,773
Interest on the total pension liability	2,621,136	0	2,621,136
Changes of benefit terms	0	0	0
Differences between actual and expected experience with regard to economic or demographic factors	2,565,863	0	2,565,863
Changes of assumptions	6,860,911	0	6,860,911
Benefit payments	(10,541,782)	(10,541,782)	0
Employer contributions	0	5,500,000	(5,500,000)
Employee contributions	0	0	0
Net investment income	0	1,317,318	(1,317,318)
Administrative expense	0	(55,657)	55,657
Total changes	\$ 3,331,901	\$ (3,780,121)	\$ 7,112,022
Balance as of End of Year	\$ 59,135,440	\$ 19,335,860	\$ 39,799,580

EXHIBIT 15. SCHEDULE OF CHANGES IN NET PENSION LIABILITY

GASB 67 requires a 10-Year schedule of changes in the Net Pension Liability. Values are shown below in 1,000s.

	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
Total Pension Liability - Beginning of Year	\$ 55,804	\$ 57,266	\$ 56,575	\$ 61,998	\$ 50,592
Service cost	1,826	2,174	2,281	2,812	2,220
Interest on the total pension liability	2,621	2,749	2,806	3,053	3,048
Changes of benefit terms	0	0	0	0	0
Differences between actual and expected experience with regard to economic or demographic factors	2,565	2,751	1,343	(3,295)	1,385
Changes of assumptions	6,861	(88)	(185)	(417)	12,967
Benefit payments	(10,542)	(9,050)	(5,554)	(7,576)	(8,214)
Total changes	\$ 3,331	\$ (1,462)	\$ 691	\$ (5,423)	\$ 11,406
Total Pension Liability - End of Year	\$ 59,135	\$ 55,804	\$ 57,266	\$ 56,575	\$ 61,998
Fiduciary Net Position – Beginning of Year	\$ 23,116	\$ 25,492	\$ 26,088	\$ 28,506	\$ 31,991
Employer contributions	5,500	6,060	5,340	5,340	3,900
Net investment income	1,318	681	(293)	(127)	880
Benefit payments	(10,542)	(9,050)	(5,554)	(7,576)	(8,214)
Administrative expense	(56)	(67)	(89)	(55)	(51)
Total changes	\$ (3,780)	\$ (2,376)	\$ (596)	\$ (2,418)	\$ (3,485)
Fiduciary Net Position – End of Year	\$ 19,336	\$ 23,116	\$ 25,492	\$ 26,088	\$ 28,506
Net Pension Liability - End of Year	\$ 39,800	\$ 32,688	\$ 31,774	\$ 30,487	\$ 33,492
Fiduciary Net Position as a % of TPL	32.70%	41.42%	44.52%	46.11%	45.98%
Covered employee payroll	\$ 10,781	\$ 11,537	\$ 12,968	\$ 13,530	\$ 15,892
Net Pension Liability as a % of Covered Employee Payroll	369.18%	283.32%	245.01%	225.34%	210.74%

EXHIBIT 15. SCHEDULE OF CHANGES IN NET PENSION LIABILITY

GASB 67 requires a 10-Year schedule of changes in the Net Pension Liability. Values are shown below in 1,000s.

June 30, 2015	
Total Pension Liability - Beginning of Year	\$ 55,607
Service cost	2,683
Interest on the total pension liability	3,356
Changes of benefit terms	0
Differences between actual and expected experience with regard to economic or demographic factors	108
Changes of assumptions	(1,841)
Benefit payments	<u>(9,321)</u>
Total changes	\$ (5,015)
Total Pension Liability - End of Year	\$ 50,592
Fiduciary Net Position – Beginning of Year	\$ 35,769
Employer contributions	4,320
Net investment income	1,223
Benefit payments	(9,321)
Administrative expense	<u>(0)</u>
Total changes	\$ (3,778)
Fiduciary Net Position – End of Year	\$ 31,991
Net Pension Liability - End of Year	\$ 18,601
Fiduciary Net Position as a % of TPL	62.23%
Covered employee payroll	\$ 17,665
Net Pension Liability as a % of Covered Employee Payroll	105.30%

EXHIBIT 16. SCHEDULE OF CONTRIBUTIONS

GASB 67 requires disclosure of the Schedule of Employer Contributions.

Fiscal Year Ending June 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Covered Payroll ¹	Contribution as a % of Covered Payroll
2011	N/A	N/A	N/A	N/A	N/A
2012	N/A	N/A	N/A	N/A	N/A
2013	N/A	N/A	N/A	N/A	N/A
2014	N/A	N/A	N/A	N/A	N/A
2015	\$ 4,320,000	\$ 4,320,000	\$ 0	\$ 19,429,331	22.23%
2016	\$ 3,900,000	\$ 3,900,000	\$ 0	\$ 17,664,833	22.08%
2017	\$ 5,340,000	\$ 5,340,000	\$ 0	\$ 15,892,425	33.60%
2018	\$ 4,716,000	\$ 5,340,000	\$ (624,000)	\$ 13,529,712	39.47%
2019	\$ 5,484,000	\$ 6,060,000	\$ (576,000)	\$ 12,968,106	46.73%
2020	\$ 6,072,000	\$ 5,500,000	\$ 572,000	\$ 11,537,345	47.67%

¹ Covered Payroll shown is the applicable amount for the calendar plan year ending within fiscal year, on which the Actuarially Determined Contribution is based.

EXHIBIT 17. DEPLETION DATE PROJECTION

GASB 67 and 68 generally require that a blended discount rate be used to measure the Total Pension Liability (the Actuarial Accrued Liability calculated using the Individual Entry Age Normal Cost Method). The long-term expected return on plan investments may be used to discount liabilities to the extent that the plan's Fiduciary Net Position (fair market value of assets) is projected to cover benefit payments and administrative expenses. A 20-year high quality (AA/Aa or higher) municipal bond rate must be used for periods where the Fiduciary Net Position is not projected to cover benefit payments and administrative expenses.

Determining the discount rate under GASB 67 and 68 will often require that the actuary perform complex projections of future benefit payments and asset values. GASB 67 and 68 (paragraph 29) do allow for alternative evaluations of projected solvency, if such evaluation can reliably be made. GASB does not contemplate a specific method for making an alternative evaluation of sufficiency; it is left to professional judgment.

The following circumstances justify an alternative evaluation of sufficiency for the Northern Inyo County Local Hospital District Retirement Plan:

- The Actuarially Determined Contribution is based on a closed amortization period, which means that payment of the Actuarially Determined Contribution each year will bring the plan to a 100% funded position by the end of the amortization period.
- GASB 67 and 68 specify that the projections regarding future solvency assume that plan assets earn the assumed rate of return and there are no future changes in the plan provisions or actuarial methods and assumptions, which means that the projections would not reflect any adverse future experience which might impact the plan's funded position.

Based on these circumstances, it is our professional opinion that the detailed depletion date projections outlined in GASB 67 and 68 will show that the Fiduciary Net Position is always projected to be sufficient to cover benefit payments and administrative expenses.

EXHIBIT 18. CALCULATION OF PENSION EXPENSE

GASB 68 requires the calculation of the pension expense for fiscal years beginning on or after June 15, 2014.

Pension Expense	For the Fiscal Year Ending	
	June 30, 2020	June 30, 2019
Service cost	\$ 1,825,773	\$ 2,174,400
Interest on the total pension liability	2,621,136	2,748,540
Effect of plan changes	0	0
Administrative expense	55,657	67,342
Member contributions	0	0
Expected investment return, net of investment expenses	(1,029,917)	(1,199,126)
Recognition of Deferred Inflows/Outflows of Resources		
Economic/demographic (gains) or losses	589,849	276,939
Assumption changes or inputs	1,990,256	1,153,560
Investment (gains) or losses	<u>860,116</u>	<u>1,089,290</u>
Total Recognition	\$ 3,440,221	\$ 2,519,789
Pension expense	\$ 6,912,870	\$ 6,310,945

Deferred Inflows / Outflows of Resources	As of June 30, 2020	
	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	\$ (1,780,425)	\$ 5,862,285
Changes of assumptions	(1,011,780)	11,787,261
Net difference between projected and actual earnings	0	1,016,001
Contributions made subsequent to measurement date	<u>0</u>	<u>0</u>
Total	\$ (2,792,205)	\$ 18,665,547

Amounts currently reported as deferred inflows and outflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending June 30	Recognized Deferred Inflows/Outflows
2020	\$ 3,243,283
2021	2,944,185
2022	2,645,803
2023	2,717,349
2024	1,308,143
Thereafter	3,014,579

EXHIBIT 19. SCHEDULE OF DEFERRED INFLOWS AND OUTFLOWS OF RESOURCES

Investment (gains)/losses are recognized in pension expense over a period of five years. Economic/demographic (gains)/losses and assumption changes or inputs are recognized over the average remaining service life for all active and inactive members.

Date Established	Original Amount	Original Recognition Period	Amount Recognized in Expense FYE 2020	Balance of Deferred Inflows 6/30/20	Balance of Deferred Outflows 6/30/20
Investment (gains) or losses					
6/30/2020	\$ (287,401)	5.0	\$ (57,480)	\$ (229,921)	\$ 0
6/30/2019	518,524	5.0	103,705	0	311,114
6/30/2018	1,589,283	5.0	317,857	0	635,712
6/30/2017	1,495,472	5.0	299,094	0	299,096
6/30/2016	984,692	5.0	<u>196,938</u>	<u>0</u>	<u>0</u>
Total			\$ 860,116	\$ (229,921)	\$ 1,245,922
Economic/demographic (gains) or losses					
6/30/2020	\$ 2,565,863	8.2	\$ 312,910	\$ 0	\$ 2,252,953
6/30/2019	2,751,955	8.3	331,561	0	2,088,833
6/30/2018	1,343,607	8.5	158,071	0	869,394
6/30/2017	(3,295,677)	8.7	(378,813)	(1,780,425)	0
6/30/2016	1,385,608	9.0	153,956	0	615,828
6/30/2015	108,261	8.9	<u>12,164</u>	<u>0</u>	<u>35,277</u>
Total			\$ 589,849	\$ (1,780,425)	\$ 5,862,285
Assumption changes or inputs					
6/30/2020	\$ 6,860,911	8.2	\$ 836,696	\$ 0	\$ 6,024,215
6/30/2019	(87,727)	8.3	(10,570)	(66,587)	0
6/30/2018	(185,137)	8.5	(21,781)	(119,794)	0
6/30/2017	(417,283)	8.7	(47,964)	(225,427)	0
6/30/2016	12,966,856	9.0	1,440,762	0	5,763,046
6/30/2015	(1,841,294)	8.9	<u>(206,887)</u>	<u>(599,972)</u>	<u>0</u>
Total			\$ 1,990,256	\$ (1,011,780)	\$ 11,787,261

APPENDIX A. SUMMARY OF PENSION PLAN

The following paragraphs are only a brief summary of the more important provisions of the plan. In the event there are any inconsistencies between statements contained in this Appendix and the plan document, the provisions of the plan document shall control.

Effective Date: March 1, 1975; last restatement January 1, 2009; amended January 1, 2008; and amended January 1, 2013.

Plan Eligibility: An employee becomes a participant of the plan on the earliest January 1 or July 1 following the later of attainment of age 21 and completion of 1 year of service. The Plan was closed to new entrants effective January 1, 2013.

Vesting: 50% vesting after 5 years of Credited Service increasing 10% per year until 100% vested after 10 years of service. Active participants automatically become 100% vested upon attainment of normal retirement age or if they become totally and permanently disabled.

Normal Retirement Date: The first day of the month coinciding with or following the later of Participant's attainment of age 65 or completion of 5 years of plan participation. However, the Normal Retirement Date shall not be later than age 70.

Normal Retirement Benefit: 2.50% of Average Annual Compensation multiplied by years of Credited Service, but not less than \$600.

Average Annual Compensation: Average of annual compensation for the highest consecutive 36-month period preceding the determination date. Compensation includes wages, shift differential, standby pay, and 50% of the value of any unused and unpaid sick leave existing at the time of termination of employment, and accrued after April 26, 1997.

Accrued Benefit: Normal Retirement Benefit prorated on credited service.

Normal Form of Retirement Benefit: Life Annuity.

Early Retirement: The first day of the month coinciding with or following the Participant's attainment of age 55 and completion of at least 5 years of credited service. Then the normal retirement benefit will be reduced by 5/9% for each of the first 60 months and 5/18% for each additional month that payment starts before normal retirement age.

Pre-Retirement Death Benefit: If a vested participant dies prior to retirement, his or her beneficiary will receive the actuarially determined present value of his or her accrued benefit.

APPENDIX B. ACTUARIAL COST METHOD AND ASSUMPTIONS

The following cost method and assumptions were used in valuing the benefits of all participants.

	January 1, 2020	January 1, 2019
Actuarial Cost Method	Entry Age Normal Cost Method	Entry Age Normal Cost Method
Form of Payment Election	50% of retiring participants are assumed to elect a lump sum, and 50% are assumed to elect an annuity.	60% of retiring participants are assumed to elect a lump sum, and 40% are assumed to elect an annuity.
Interest Rate		
<i>Pre-retirement</i>	4.00%	5.00%
<i>Post-ret. (Annuity elected)</i>	4.00%	5.00%
<i>Post-ret. (Lump Sum elected)</i>	<u>Based on Date of Participation</u> DOP Before 7/1/2009: 8.00% DOP On/After 7/1/2009: 6.50%	<u>Based on Date of Participation</u> DOP Before 7/1/2009: 8.00% DOP On/After 7/1/2009: 6.50%
Mortality		
<i>Pre-retirement</i>	RP-2014 Healthy Mortality with Generational Projection from 2006 Base Year using Scale MP-2019	RP-2014 Healthy Mortality with Generational Projection from 2006 Base Year using Scale MP-2018
<i>Post-ret. (Annuity elected)</i>	RP-2014 Healthy Mortality with Generational Projection from 2006 Base Year using Scale MP-2019	RP-2014 Healthy Mortality with Generational Projection from 2006 Base Year using Scale MP-2018
<i>Post-ret. (Lump Sum elected)</i>	<u>Based on Date of Participation</u> DOP Before 7/1/2009: 1984 UP Mortality Table set back 4 years. DOP On/After 7/1/2009: RP-2000 Table for Males set back 4 years.	<u>Based on Date of Participation</u> DOP Before 7/1/2009: 1984 UP Mortality Table set back 4 years. DOP On/After 7/1/2009: RP-2000 Table for Males set back 4 years.
Salary Scale	3.00%	4.00%
Disability		
<i>Disablement Rate</i>	None.	None.
<i>Disabled Annuitants Mortality</i>	None.	None.
Withdrawal Rates	Table T-8, <u>The Actuary's Pension Handbook</u> , Crocker-Sarason-Straight.	Table T-8, <u>The Actuary's Pension Handbook</u> , Crocker-Sarason-Straight.
Retirement Age	The later of age 65 or the 5 th anniversary of date of participation; or age 70, if earlier.	The later of age 65 or the 5 th anniversary of date of participation; or age 70, if earlier.
Asset Valuation Method	Market value	Market value

APPENDIX C. SUMMARY OF PARTICIPANT DATA

The plan was closed to new entrants effective January 1, 2013.

Active Participants as of January 1, 2020

Age	NUMBER OF PARTICIPANTS			ANNUAL SALARIES		
	Males	Females	Total	Males	Females	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 - 29	0	0	0	0	0	0
30 - 34	3	3	6	242,679	208,428	451,107
35 - 39	4	13	17	354,087	838,993	1,193,080
40 - 44	5	14	19	638,431	1,099,491	1,737,922
45 - 49	3	9	12	206,360	618,014	824,374
50 - 54	3	12	15	319,278	1,191,205	1,510,483
55 - 59	7	26	33	610,117	1,836,487	2,446,604
60 - 64	4	26	30	339,131	2,281,189	2,620,320
65 - 69	2	7	9	149,580	613,034	762,614
70 & Over	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>126,069</u>	<u>126,069</u>
Total	31	111	142	\$ 2,859,663	\$ 8,812,910	\$ 11,672,573

Other Participants as of January 1, 2020

Participant Status	NUMBER OF PARTICIPANTS			ANNUAL BENEFITS		
	Males	Females	Total	Males	Females	Total
Part-time	1	3	4	\$ 3,720	\$ 67,164	\$ 70,884
Disabled	0	1	1	0	4,370	4,370
Terminated Vested	19	50	69	284,163	705,029	989,192
Retired	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	20	54	74	\$ 287,883	\$ 776,563	\$ 1,064,446

APPENDIX C. SUMMARY OF PARTICIPANT DATA (cont'd)

Active Participants as of January 1, 2020

Age	YEARS OF SERVICE						Total	
	0-4	5-9	10-14	15-19	20-24	25-29		30+
Under 25	0	0	0	0	0	0	0	0
25 - 29	0	0	0	0	0	0	0	0
30 - 34	0	1	5	0	0	0	0	6
35 - 39	0	2	12	3	0	0	0	17
40 - 44	0	5	9	5	0	0	0	19
45 - 49	0	2	3	4	3	0	0	12
50 - 54	0	2	8	1	1	2	1	15
55 - 59	1	3	5	12	6	2	4	33
60 - 64	1	0	7	8	6	3	5	30
65 - 69	0	1	2	2	2	1	1	9
70 & Over	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Total	3	16	51	35	18	8	11	142

APPENDIX D. RECONCILIATION OF PARTICIPANT DATA

	ACTIVES	PART-TIME	TERM VESTEDS	DISABLEDS	TOTAL
As of 1/1/2019	155	8	68	1	232
New entrants					
Rehired/Return to active	1				1
Move to part-time	1	(1)			
Non-vested withdrawals					
Vested withdrawals	(7)	(2)	9		
Disability					
Deaths					
Annuity purchases	(4)	(1)	(4)		(9)
Lump sum payouts	(4)		(4)		(8)
Other					
As of 1/1/2020	142	4	69	1	216

APPENDIX E. GLOSSARY OF KEY TERMS

Actuarial Accrued Liability. The Present Value of Future Benefits allocated to past service in accordance with the actuarial cost method.

Accumulated Benefit Obligation (ABO). The present value of benefits accrued as of the valuation date. The ABO includes both vested and nonvested benefits, but does not include the cost of additional service or compensation increases after the valuation date.

Actuarial Gains and Losses. Changes to the funded status due to deviations from the actuarial assumptions. The deviations may result from gains and losses from investments, employee turnover, disability, retirement, mortality, and administrative expenses.

Actuarially Determined Contribution. A target or recommended contribution to a defined benefit pension plan for the reporting period, determined based on the funding policy and most recent measurement available when the contribution for the reporting period was adopted.

Deferred Inflows/Outflows of Resources. Portion of changes in net pension liability that is not immediately recognized in Pension Expense. These changes include differences between expected and actual experience, changes in assumptions, and differences between expected and actual earnings on plan investments.

Fiduciary Net Position. Equal to market value of assets.

Funded Status. A comparison of the plan assets against liabilities for future benefits. The funded status will differ depending on which benefit liability is being compared. For example, the actuarial accrued liability can include the value of future compensation increases, but the present value of accumulated benefits does not. The funded status is also dependent on the interest rate used to discount future benefits back to the present.

Funding Target. For this plan, the funding target has been set by the plan sponsor, effective January 1, 2016, to be equal to 110% of the Accumulated Benefit Obligation (ABO).

Money-Weighted Rate of Return. The internal rate of return on pension plan investments, net of investment expenses.

Municipal Bond Rate. Yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

Net Pension Liability. Total Pension Liability minus the Plan's Fiduciary Net Position.

Normal Cost or Service Cost. The value of benefits earned for one year of service. The normal cost is calculated in accordance with the actuarial cost method. The accumulation of all normal costs assigned to past service equals the Actuarial Accrued Liability. The ABO normal cost is the increase in the ABO due to one additional year of service and one additional year of compensation increases.

Present Value of Accumulated Benefits. This is the same as the ABO.

Present Value of Future Benefits. The sum of all benefits expected to be paid in the future by the plan, with the payments discounted to the present using the valuation interest rate. This includes benefits to be earned in the future for current employees.

Present Value of Future Normal Cost. The sum of all future normal costs expected for current employees, with the costs discounted back to the present using the valuation interest rate.

Projected Benefit Payments. All benefits estimated to be payable through the pension plan to current active and inactive employees as a result of their past service and expected future service.

Total Pension Liability. The portion of actuarial present value of projected benefit payments that is attributable to past periods of member service using the Entry Age Normal cost method based on the requirements of GASB 67 and 68.

Vested Benefits. These include benefits to which a plan participant has earned a nonforfeitable right as a result of having satisfied the applicable service requirement(s) for such benefits under the plan, which include normal retirement benefits, early retirement benefits, and the pre-retirement spouse's survivor annuity.

Appendix F. Risk Disclosure

The purpose of this appendix is to identify, assess, and provide illustrations of risks that are significant to the Plan, and in some cases to the Plan's participants. Historical data is included.

The results of the actuarial valuation are based on one set of reasonable assumptions. However, it is almost certain that future experience will not exactly match the assumptions. As an example, investments may perform better or worse than assumed in any single year and over any longer time horizon. It is therefore important to consider the potential impacts of these likely differences when making decisions that may affect the future financial health of the Plan, or of the Plan's participants.

In addition, as plans mature they accumulate larger pools of assets and liabilities. This increases the potential risk to plan funding and the finances of those who are responsible for plan funding. As an example, it is more difficult for a plan sponsor to deal with the effects of a 10% investment loss on a plan with \$1 billion in assets and liabilities than if the same plan sponsor is responsible for a 10% investment loss on a plan with \$1 million in assets and liabilities. Since pension plans make long-term promises and rely on long-term funding, it is important to consider how mature the Plan is today, and how mature it may become in the future.

Actuarial Standard of Practice No. 51 (ASOP 51) addresses these issues by providing actuaries with guidance for assessing and disclosing the risk associated with measuring pension liabilities and the determination of pension plan contributions. Specifically, it directs the actuary to:

- Identify risks that may be significant to the Plan.
- Assess the risks identified as significant to the Plan. The assessment does not need to include numerical calculations.
- Disclose plan maturity measures and historical information that are significant to understanding the Plan's risks.

ASOP 51 states that if in the actuary's professional judgment, a more detailed assessment would be significantly beneficial in helping the individuals responsible for the Plan to understand the risks identified by the actuary, then the actuary should recommend that such an assessment be performed.

This appendix uses the framework of ASOP 51 to communicate important information about: significant risks to the Plan, the Plan's maturity, and relevant historical plan data.

Investment Risk

Definition: The potential that investment returns will be different than expected.

Identification: To the extent that actual investment returns differ from the assumed investment return, the Plan's future assets, funding contributions, and funded status may differ significantly from those presented in this valuation.

Assessment: If the prior year's investment performance had resulted in a market value of assets that is \$1,000,000 lower than the current value, it would have resulted in an increase in the Recommended Contribution of approximately \$144,000.

Interest Rate Risk

Definition: The potential that interest rates will be different than expected.

Identification: The pension liabilities reported herein have been calculated by computing the present value of expected future benefit payments using the interest rate described in Appendix B. If interest rates in future valuations differ from this valuation, future pension liabilities, funding contributions, and funded status may differ significantly from those presented in this valuation. As a general rule, using a higher interest rate to compute the present value of future benefit payments will result in a lower pension liability, and vice versa. One aspect that can be used to estimate the impact of different interest rates is a plan's duration.

Assessment: Exhibit 13 illustrates the effect on the Net Pension Liabilities if the interest rate is 1% higher or 1% lower than the interest rate used in this valuation.

Demographic Risks

Definition: The potential that mortality or other demographic experience will be different than expected.

Identification: The pension liabilities reported herein have been calculated by assuming that participants will follow patterns of demographic experience (e.g., mortality, withdrawal, disability, retirement, form of payment election, etc.) as described in Appendix B. If actual demographic experience or future demographic assumptions are different from what is assumed to occur in this valuation, future pension liabilities, funding contributions, and funded status may differ significantly from those presented in this valuation.

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

Date: August 7, 2020

Title: **CERNER PROJECT UPDATE**

Top Five Accomplishments for this Reporting Period

1. The foundation of the project has been laid with the creation of the Project Charter and Communication Plan. These documents provide direction for the project through the establishment of goals, objectives, scope of work, team member roles and responsibilities, and timeline.
2. The governance structure is in place with a sixteen-member Steering Committee. This committee has oversight responsibility, provides guidance, and has certain authority.
3. The Communication Team is already very active. They have distributed district-wide communications introducing the project, the key stakeholders, and have introduced a project naming contest. It is their responsibility to ensure timely and relevant information is provided to our staff, providers, patients, patient families, and the general project. They are also tasked to interject fun activities along the way to encourage engagement and generate excitement.
4. Subject matter experts (SMEs) have been selected for each department. The SMEs participated in a Cerner in-service presented by Wipfli where they learned what they can expect over the next ten months.
5. Planning of the formal Cerner kick-off event has been completed. The project Steering Committee and SMEs will participate in two half-day sessions on August 26 and 27.

Issues or Concerns the Board of Directors Should Be Aware Of

1. None

Upcoming Events or Milestones

1. Cerner Kick-off Event August 26 and 27
2. Develop our Risk Mitigation Plan
3. Begin planning activities for Cerner's Learning and Adoption Workshop scheduled for September 29
4. Begin weekly department calls with Cerner consultants. The first few weeks will focus on data gathering information that will be used to configure the Cerner systems (e.g., item master, charge master, formulary).

Prepared by: Daryl Duenkel, Project Manager, Wipfli
Name and Title

Reviewed by: Kelli Davis
Name
Title of Chief who reviewed

Approved by: Kelli Davis
Name
Title of Chief who approved

FOR EXECUTIVE TEAM USE ONLY:

Date of Executive Team Acceptance: _____ Submitted by: _____
Chief Office

PIONEER HOME HEALTH CARE

a Non-Profit Public Benefit Corporation



NONPROFIT GOVERNANCE

NORTHERN INYO HEALTHCARE DISTRICT'S
ROLES, RIGHTS, & RESPONSIBILITIES
AS THE SOLE GENERAL MEMBER

Corporate Governance Basics



- Pioneer Home Health Care, Inc. (PHHC) is a nonprofit public benefit corporation organized under the CA Nonprofit Public Benefit Corporations Law (Corp Code §§ 5110-6910)
- PHHC 's purpose is to identify and serve the community's home health care needs through a cost-effective, progressive outreach approach to service. It is dedicated to providing therapeutically necessary care to patients within their own home and family structure so as to minimize the effects of illness and disability.
- PHHC is required by state law to have a to have a Board of Directors that is responsible for the overall management and operation of the organization. Non-profit board members owe fiduciary duties to the organization and, tangentially, the public.
- State law does not require that a nonprofit corporation have Members, but PHHC chose to implement a general member structure; this parallels the shareholder structure of a for-profit corporation. Northern Inyo Healthcare District (District) is the sole General Member of PHHC.

PHHC's Governing Documents



- **Articles of Incorporation** are the fundamental governing document of a nonprofit corporation and include only the most basic provisions required by state law and the IRS for 501(c)(3) charitable exemption.
- **Bylaws** are the “Constitution” of a nonprofit corporation. The bylaws are far more detailed than the articles. Bylaws establish rules about who controls the organization, the relationship of the participants, procedural issues, and rights, duties, and responsibilities of the members and directors.
- State nonprofit corporation law provides minimum standards and default procedures where the articles or bylaws are silent on a particular issue.

Organization Chart for PHHC



District's Role as a Sole Member



- A sole member's role is primarily limited to high-level oversight and voting to approve directors each year.
- District has the power to approve the appointment of directors as well as the power to remove directors from the board without cause. [Bylaws, Section 17]
- NOTE: Per the bylaws, the District does not appoint or elect directors—but must vote to approve the appointment of candidates to be elected by the board of directors. However, per statute, members of a nonprofit may elect a director or directors at any time to fill a vacancy not otherwise filled by the directors. [Corp. Code Section 5224(b)]
- District has the power to veto changes in governing documents proposed by the Board of Directors. In fact, the Board may only adopt amendments to the articles or the bylaws that are approved by both the directors and the sole member.
- These powers are the key to the District's control over PHH. If the District concludes that the directors are moving the nonprofit in the wrong direction, then the District could remove them and get new directors.

District's Role as a Sole Member



- The District is not precluded from making recommendations to the directors.
- District exercises its powers through its own board of directors; or, it may authorize by resolution a person or committee to act on its behalf.
- Procedurally, the District *must* hold at least one annual membership meeting; and it *may* hold regular and special meetings (and, it could choose to conduct them at its regular board meetings).
- The District shall receive Annual Financial Reports and Annual Statements of Specific Transactions
- The District has the right to inspect the books, records, and minutes of proceedings of the Board of Directors, but no specific right to other PHHC documents.

PHHC's Board of Directors



The Board of Directors **is** accountable to:

- The public
- The Attorney General
- The Internal Revenue Service
- Sole Member
- Donors/Clients/Beneficiaries
- Employees and volunteers

PHHC's Board of Directors



General Administration and Operations

- Hold regular meetings.
- Establish committees.
- Elect officers/directors and supervise senior management.
- Set policies for all aspects of the program and operations
- Ensure filings are made in a timely manner.
- Provide adequate insurance.
- Approve contracts for transaction
- **Caveat** - the Board shouldn't micromanage. Board may delegate the day-to-day management of the organization to employees, and certain decisions to Board committees.

PHHC's Board of Directors



Finance Responsibilities

- Formulate/approve operating budget with assistance of Executive Director.
- Monitor income and expenses on a regular basis.
- Review/approve year-end financial report.
- Retain independent auditor and supervise the audit process.
- Establish financial management procedures - e.g., check writing, expenditure controls.
- Ensure required reports submitted to funding sources.
- Review Form 990 before it is filed with IRS.
- Ensure tax payments are made timely.

PHHC's Board of Directors



Personnel Matters

- Determine what kind of people/staff the organization needs to accomplish its mission.
- Hire a qualified Executive Director; evaluate his/her performance periodically.
- Set executive director and other key employee's compensation in accordance with IRS guidelines.
- Develop/implement personnel policies, and make sure they are followed.
- If the organization has volunteers, consider developing/implementing policies for them, too.

PHHC's Board of Directors



Meetings, Term of Office, Elections, Vacancies

- Attend annual directors' meeting and regular quarterly meeting
- Keep minutes of meetings
- Quorum – the minimum number of members necessary to have a meeting is 2/3 of the Board.
- Number of Seats – between 5 and 7.
- Term - Each director holds office for a one year term, requiring elections each year.
- Vacancy – Director's may fill vacancies by appointment

CONTRACTS BETWEEN NIHD and PHHC



LOAN AGREEMENT:

- PHHC borrowed from NIHD funds totaling Seventy-Five Thousand Dollars (\$75,000), subject to the terms and conditions in a Loan Agreement and Promissory Note, dated September 23, 2017. According to the terms of the Loan Agreement, the Note was to be secured by either a Security Agreement or a Deed of Trust in favor of NIHD and executed by PHHC within 35 days following the date of the Loan Agreement. It appears that no such security agreement or deed of trust was, in fact, executed by PHHC or recorded against PHHC's assets.

NO SERVICES AGREEMENTS FOUND

- NIHD's legal counsel reviewed all documents and records that District Staff found in the NIHD's files related to its dealings with PHHC. Not found in the files were any writings or contracts of any kind memorializing an agreement by NIHD to compensate PHHC for services PHHC provided to medical patients in the community.

NIHD and PHHC

Separate Legal Entities



- The District is a separate legal entity that is independent from the PHHC that it controls as a sole member.
- District has no right or responsibility for the administration, operations, policies, or business functions of PHHC.
- In the event the District's interests are so at odds with decisions made by PHHC's directors, the District may first seek to rectify this dilemma by removal of directors from the board. If diverging interest persist, then the District may have to consider withdrawing from its role as sole member; or (not-so-simply) taking over the non-profit by way of formal acquisition (with the approval of LAFCO).

PMA offer

1. **Parties:** The parties to the transaction shall be **Norther Inyo Healthcare District**, or assignee (“Buyer”) and **Pioneer Medical Partnership** (“Seller”).
2. **Property:** Approximately 33.47% of the Pioneer Medical Partnership that owns the one-story medical office building that contains 16,747 square feet of rentable area (the “Property”).
3. **Purchase Price:** The purchase price for the Property shall be \$1,017,488 (“Purchase Price”).
4. **Payment of Purchase Price:** The Purchase Price shall be paid as follows:
 1. **Initial Deposit:** Within three (3) business days of the mutual execution of the Purchase Agreement (defined below), Buyer will deposit into escrow (the “Escrow”) with **Tamara Robledo, Old Republic Title Company, 1512 Eureka Road, Suite 120, Roseville, CA 95661** (“Escrow Holder” or “Title Company”), the amount of \$100,000 (the “Initial Deposit”). The remainder will be paid in two instalments of \$ 458,744 on 1st July, 2021 and 1st Jan, 2022.
5. **Seller Documents:** Within ten (10) calendar days of fully executing the Purchase Sale Agreement, Seller shall make available to Buyer (a) copies of all leases, reports, surveys, engineering studies, plans, soil reports, environmental impact reports, negative declarations, maps, plans or other material relating to the Property that are in Seller’s actual possession, and (b) a current preliminary title report issued by the Title Company.
6. **Title Review Period:** Buyer shall, within fifteen (15) calendar days after Buyer’s receipt of the preliminary title report, approve or disapprove the preliminary title report and all exceptions set forth therein.
7. **Due Diligence Period:** Buyer shall have twenty-five (25) calendar days after receipt of Seller Documents (the “Due Diligence Period”), to make any and all inspections, investigations, tenant interviews, tests, and surveys of the Property as Buyer deems necessary or desirable including, without limitation, title review, inspections, or additional studies relating to environmental and soil conditions of the Property, or whether the Property is suitable or entitled for Buyer’s

intended use of the Property, and any other matters Buyer determines relate to the Property including financing.

8. **Closing:** Within five (5) calendar days after release of contingencies.

9. **Costs, Fees and Prorations:** Buyer and Seller shall split the Closing Costs and Escrow Fees & Charges per the following schedule:

Title Insurance	Seller to pay for ALTA.
Premiums	
Transfer Tax	Split Buyer 50% & Seller 50%
Recording Costs	Split Buyer 50% & Seller 50%
Escrow Fees & Charges	Split Buyer 50% & Seller 50%
Legal Fees	Each Pay Own Costs

<u>PMA building Purchase price offer</u>	<u>Old Offer</u>	<u>New Offer</u>
Valuation	2,950,000.00	3,800,000.00
Remaining Portion for purchase 33.47%	987,365.00	1,271,860.00
Suggested price- 20% discount	789,986.00	1,017,488.00
Sq Ft		16,747.00
Price per sq ft		181.53
Purchase price payment	1-Sep-20	100,000.00
	1-Jul-21	458,744.00
	1-Jan-22	458,744.00

CONSULTING SERVICE AGREEMENT

This Consulting Service Agreement (“Agreement”) is entered into between Sonia Singh International, LLC (“Consultant”) and Northern Inyo Healthcare District (NIHD) (“Client”) regarding the provision of services described herein. Consultant and Client shall be collectively referred to as the “Parties.” This Agreement is effective as of the date of Client’s signature hereto.

1. **Scope of Engagement.**

1.1 **Services Provided.** Consultant will provide process improvement and management consulting services to assist with the achievement of Client’s business goals as follows:

- 1.1.1 Project: Clinic Efficiency
 - 1.1.1.1 Gap assessment
 - 1.1.1.2 Solution design
 - 1.1.1.3 Solution implementation
 - 1.1.1.4 Daily Management System implementation
 - 1.1.1.5 Sustainment
- 1.1.2 Process improvement training
 - 1.1.2.1 1 Provider / Executive Session
 - 1.1.2.2 1 Staff Session
- 1.1.3 Leadership coaching
 - 1.1.3.1 Targeted sessions for key leaders

1.2 **Schedule Outline:**

Timeline of Milestones and Deliverables	
30 Days	<ul style="list-style-type: none"> <input type="checkbox"/> Gap and Readiness Assessment <input type="checkbox"/> Team Kick-off + Staff/Provider Training <input type="checkbox"/> Design and Begin Implementing Rapid Experiments (Kaizen Event) <input type="checkbox"/> Executive Report-out <p>Key Deliverable: Gap Analysis and Solution Design</p>
60 Days	<ul style="list-style-type: none"> <input type="checkbox"/> Develop, implement, & refine Standard Work <input type="checkbox"/> Implement a Sustainment Plan (Daily Management) <input type="checkbox"/> Targeted Leadership Coaching <input type="checkbox"/> Executive review and support <p>Key Deliverable: Solution Implementation</p>
90 Days	<ul style="list-style-type: none"> <input type="checkbox"/> Final refinement of Standard Work for practice <input type="checkbox"/> Targeted Leadership Coaching <input type="checkbox"/> Executive Project Closure <p>Key Deliverable: Sustained Improvement</p>

1.3 **Client’s Obligations.** Client agrees to be responsive, stay engaged in the project work, and remove any obstacles to solution implementation.

- 1.3.1 NIHD will provide the following resources for the project team:
 - 1.3.1.1 2-3 Medical Assistants
 - 1.3.1.2 2-3 Front Office Staff
 - 1.3.1.3 1-2 Providers

1.3.1.4 Clinic Manager
1.3.1.5 Project Coordinator

- 1.4 Consultant's Obligations. Consultant agrees to participate to the best of their ability in all coaching sessions, training sessions, and execution of the project. Consultant will respond to emails within 24 hours on weekdays.
- 1.5 Limitation of Scope. Client is ultimately responsible for implementing action steps agreed upon with Consultant, with Consultant's guidance and support.
- 1.6 Limitation of Liability. Consultant shall not be liable to Client for any general, special, or consequential damages arising from or related to the scope of services under this Agreement. Should Consultant be adjudicated liable to Client for any reason, such liability shall be limited to the amount paid by Client to Consultant pursuant to this Agreement.
- 1.7 Guarantees. Client understands and agrees that due to the nature of the engagement, there is no implied or expressed guarantee of outcome or final product.
- 1.8 Progress. As needed, the Parties will come to agreement on the method, timing and required detail of reports and updates related to progress, setbacks, and barriers to progress.
- 1.9 The Parties will make every effort to honor each other's unique styles and will provide and respond to feedback respectfully, in a timely manner.

2. **Payment.**

2.1 Three-month Pilot Project. The pilot project shall be completed for a fee of \$125,580 (after 7.5% discount) for 360 hours of work, payable in three equal installments of \$41,860. The first installment is due upon execution of this Agreement. The next 2 installments must be paid at the start of each of the following subsequent months. Consulting work shall not proceed unless Client's obligations are current.

2.2 Long-term. Upon conclusion of the three-month project, Client has the option of continuing services at a 10% discount for a 12-month contract or 15% discount for a 24-month contract. Consultant's services will cease at the expiration of the three-month term unless Client communicates a desire to continue. A new service agreement will be created.

2.3 Additional Fees. Travel costs (Airfare, meals, rental car, tolls, etc.) as required. Printing of any training material as needed (Provided at no charge in digital format).

2.4 Payment Terms. Due upon receipt. Invoices for travel to be submitted as service is completed. Payment to be made to the following entity:

Sonia Singh International, LLC
2010-A Harbison Drive
Vacaville, CA 95687

3. **Additional Services.** Client can request additional consulting hours at a rate of \$375 per hour.

4. **Confidentiality.** All information and documents provided to Consultant in furtherance of this Agreement shall remain confidential and will not be disclosed to any third party. Consultant will comply with any lawfully issued subpoenas or court orders to testify or produce documents. Consultant may share general information for training or consultation purposes, but Client's identity, and information that may lead to discovery of Client's identity, will always remain confidential.

5. **Intellectual Property.** The training concepts, materials and information provided by Consultant to Client are the property of Consultant and contain copyrighted and/or proprietary material. Client agrees use Consultant’s materials only for Client’s benefit, and not to use or reuse Consultant’s materials for any financial gain or otherwise distribute, share, or remarket its materials to any third parties. Client may not reproduce or distribute the materials without the written permission of Consultant.

6. **Independent Contractor.** Consultant is being engaged as an independent contractor for the services described herein. This Agreement does not create an employment relationship between the Parties.

7. **Termination.** If, at any time and for any reason, either Party believe the relationship is not working as desired, Client/Consultant will communicate the concern to the other, proactively with the expressed intent of reaching full resolution or mutually terminating the Agreement. Should either Party cancel this Agreement with remaining work paid for in advance, Consultant will issue a refund of unused hours. Cancellation must be made in writing 30 days prior. Upon receipt of notice of cancellation, all scheduled meetings, trainings, and on-site work will be taken off calendar and made available to other clients.

8. **Entire Agreement.** This writing embodies the sole and complete Agreement between the Parties with respect to the subject matter herein and incorporates all prior or contemporaneous discussions and understandings between the Parties. No modification, amendment, waiver, termination or discharge of any provision hereof shall be binding unless confirmed in a written instrument signed by all Parties.

9. **Start Date.** August 17th, 2020

10. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws the State of California without regard to its conflicts of laws provisions, and the place of execution and performance is Solano County. Any litigation arising from this Agreement shall be venued in Solano County.

I agree to the terms set forth herein.

Sonia Singh International, LLC
 2010-A Harbison Drive
 Vacaville, CA 95687

Dated: _____

 By: Sonia Singh,
 Managing Member

Northern Inyo Healthcare District
 150 Pioneer Lane
 Bishop, CA 93514

Dated: _____

 By: _____



The MPlus Group

90 Day Pilot Project Overview

Sonia Singh, Managing Partner

Mohamed Saleh, Managing Partner

Areas of

OPPORTUNITY

- **Clinic Scheduling**
- **Staff workflow improvement**
- **Practice productivity**

Potential Measures of Success



- Additional patient capacity
- Staffing hours saved (through elimination of waste)



Milestones 30 days

- ❑ Gap and Readiness Assessment
- ❑ Team Kick-off + Staff/Provider Training
- ❑ Design and Begin Implementing Rapid Experiments (Kaizen Event)
- ❑ Executive Report-out



Key Deliverable

- Gap Analysis and Solution Design

Estimated Hours: 200



Milestones 60 days

- ❑ Develop, implement, & refine Standard Work
- ❑ Implement a Sustainment Plan (Daily Management)
- ❑ Targeted Leadership Coaching
- ❑ Executive review and support



Key Deliverable

- Solution Implementation

Estimated Hours: 96



Milestones 90 days

- ❑ Final refinement of Standard Work for practice
- ❑ Targeted Leadership Coaching
- ❑ Executive Project Closure



Key Deliverable

- Sustained Improvement

Estimated Hours: 64

85



5

The 5 Health System Pillars

Service

- Improved HCAHPS
- Increased Patient Satisfaction
- Reduced Length of Stay (LOS)
- Decrease Left Without Being Seen in ED
- Increase Patient Throughput

Quality

- Decreased Hospital Readmission Rates
- Decreased Hospital Acquired Infections (CAUTI, CLABSI, Sepsis, C-diff)
- Reduced Medication Errors
- Reduced Patient Falls
- Increased Patient Mobility within first 24 hours

People

- Increased Physician Engagement
- Increased Staff Engagement
- Reduced Turnover

Finance

- Maximize Reimbursement
- Reduce Supply Chain Expenses
- Reduce Labor Expenses
- Decreased Cost Per Adjusted Discharge
- Reduced Accounts Receivable Days
- Improved Collections
- Reduced Agency Costs

Growth

- Increase Patient Access
- Increased Outpatient Volume
- Additional Services
- Reduced Outpatient No Shows
- Increase Provider Productivity
- Increased Outpatient Revenue



*Based on Quint Studer's Model

Project Goal Examples

Service

- Improve HCAHPS to 70th percentile in 6/8 composites
- Reduce Length of Stay (LOS) from 4.2 to 3.8
- Decrease Outpatient Visit Lead Time from 60 minutes to 50 minutes 90% of the time
- Increase % of Discharges Day of Order
- Increase EVS Bed Turnaround Time
- Reduce congestion by increasing available stepdown capacity
- Unlock inpatient capacity by reducing the number of patients receiving outpatient infusion treatment in inpatient beds
- Determine & create appropriate # of beds by service and level of care
- Create guidelines on patient placement priority based on safety, current bed needs, and flow
- Standard patient progression approach across services and levels of care

Quality

- Decrease CAUTI rate from x to y
- Decreased Cardiovascular AMI Door To Balloon Time
- Decreased Colorectal Surgical Site Infections
- Decreased Pneumonia/COPD Readmission Rate
- Reduce Sepsis Mortality <1.04
- Increase % of Discharge Orders Written by 10:00am
- Improve Stroke door to needle time by 50%
- Reduce provider interruptions in outpatient settings by 75%
- Improve Clinic Documentation Completed within x hours
- P4P Measures

People

- Increase Employee Satisfaction to 85th percentile
- Reduce Employee Turnover from 12% to 6%
- Improve workforce engagement from 31% to >85%

Finance

- Maintain Expenses to 100% of Budget
- Maintain Staffing Productivity to 100% of Target FTEs
- Reduce Overtime costs by 10%
- Reduce supply chain cost by 7M

Growth

- Reduce No Show Rate from 10% to 3%
- Increase Outpatient Encounters by 10%
- Increase consumer participation 41% to 95%
- Improve In-Network rate in 3 domains PCP to Specialist, Facility transfer acute to acute and facility transitions from acute to home/SNF



Examples of Deep Dives in Emergency Department

Emergency Department VSM	Projects
Door to Provider	<ul style="list-style-type: none"> • FEP and Triage RN process and impact • Convenient Care dynamics • Utilizing ED space efficiently
Provider to Disposition	<ul style="list-style-type: none"> • ED provider variation and time usage • ED RN/RN tech time usage • Registration Process • Pharmacy • Imaging and Labs
Disposition to Admit Order	<ul style="list-style-type: none"> • ED/Hospitalist Provider workflows • Impact of ED providers putting in disposition prior to review by admitting physician • Batching of orders
Admit Order to Bed Assign	<ul style="list-style-type: none"> • Understanding impact of capped inpatient beds due to RN staffing • Patient placement process • Process vs. capacity breakdown
Bed Assign to Patient Occupy	<ul style="list-style-type: none"> • RN hand-off process • Impact of assigning to a dirty/clean bed • Transporting patients requiring telemonitoring
RN Staffing	<ul style="list-style-type: none"> • RN staffing matched against volume and acuity
Surge in the ED	<ul style="list-style-type: none"> • Profile of Surge Days



Appendix



Summary

- 90 Days of work
- Estimated 360 hours of consulting, including:
 - On-site support
 - Remote support
 - Process improvement training
 - Leadership coaching
 - Access to a team of subject matter experts



Data

REQUESTS

Clinic Data Request (12-month period)

Total # of providers

Clinic FTE breakdown

Daily patient/encounter volume

Patient volume/provider

Patient visit lead time (if available)

No show rate

Staffing over-time

Labor costs

Revenue



Professional Summary:

Executive Leader with over 18 years' experience in a holistic Lean principle-based, enterprise-wide organizational transformations in the areas of healthcare, manufacturing, government & non-profit.

Academic Experience:

- **CENTRAL CONNECTICUT STATE UNIVERSITY** – *New Britain, Connecticut* *September 2011- Present*
Adjunct Professor – School of Engineering & Technology, Dept. of Manufacturing & Construction Management
 - Faculty member in the graduate department for Application of Lean Principles.
 - Instructor at the Institute of Technology and Business Development
- **ELMS COLLEGE** – *Chicopee, Massachusetts* *June 2018- Present*
Adjunct Professor – School of Business, Department of Executive MBA
 - Faculty member in the graduate department for Agile Project Management and Leading Change.

Industrial Experience:

- **VIZIBILITY, LLC** – *Kensington, Connecticut* *April 2008- Present*
Principal and Founder
 - Management consulting firm focusing on the practice of applying Lean/Toyota Production System principles in organizations to achieve quality and productivity gains necessary for providing business growth to clients. The firm implements Lean from a Principle based architect which includes incorporating Hoshin Kanri, Value Stream Mapping, and Rapid Kaizen events as part of a strategic implementation plan. Trained in the Toyota Production System directly from Shingijutsu Ltd disciples on enterprise-wide Lean transformation. Past clients include Eversource Power; (Berlin, CT); National Conservancy (New Haven, CT); Gibbs Wire & Steel Inc. (Southington, CT); Clinical Laboratory Partners (Newington, CT); Greenwich Public Schools (Greenwich, CT), (Admill Machine (Newington, CT); Middlesex Hospital (Middletown, CT); Uconn Healthcare Center (Farmington, CT).
- **HARTFORD HEALTHCARE SYSTEM OFFICE** – *Hartford, Connecticut* *September 2014- March 2019*
Senior Sensei and Executive Director of the Lean Office
 - Managed 7 Sensei and 23 Facilitators, with \$4.5 million budgetary responsibility, team professional growth and alignment in standards across the enterprise that spanned across 7 Acute Hospitals, 3 Behavioral Health institutions, 180 Medical practices, 110 physical therapy offices, large home care footprint, 3 senior service skilled nursing facilities, 5 Institutes and System Support divisions.
 - Incorporated the Shingo and Malcom Baldrige Assessment tools into the organizations environmental assessment approach to highlighting internal strengths and weaknesses to better help inform the board and senior leaders on strategic annual improvement priorities.
 - Facilitated 32+ Hoshin Kanri Strategic retreats for COO, EVP, SVP & VP to help set yearly strategic priorities, set organizational and individual goals, provide strategic governance and mobilize and deploy resources.
 - Architected, aligned and deployed a Daily Management system both physical (90%)/virtual (10%) to 12 President Tier 4 strategic visibility rooms, 60+ VP Tier 3 strategic operational boards, 140+ Director Tier 3 tactical boards and 723 front line manager boards using 5 different internally developed deployment approaches.
 - Designed and advanced Lean Principles and its associated behaviors into the Operating model framework that enabled 20,000+ employees to share their ideas, engage in process improvement work and resulted in a Press Ganey employee engagement score increase from 34 decile nationally to the 94th decile with respect to “my ideas and suggestions are seriously considered”.
 - Performed strategic organizational boosters throughout to elevate senior leaderships commitment to the journey, integrate routines/practices into established functions and activate higher degrees of participation to Leader Standard Work and Kata coaching.
 - Supported 32+ Flow and Point Kaizen events and a wide range of A3 Problem solving sessions that had demonstrable impacts on safety, staff & provider engagement, quality, throughput, patient experience and contributed heavily to a growth/cost portfolio of \$120+ million.
 - Instituted a Lean maturity matrix that departments can leverage as they advance and evolve in their Lean journey. Inspired by Shingo and industry, the journey consistent of 3 critical milestones (Bronze, Silver & Gold) that resulted in 550+ department achieving the bronze milestone (Standard Work/5S/Total Productive Maintenance/Kanban System) and over 60+ departments completed 50%+ of silver milestone.
 - Developed different Lean immersion training curriculums for executives/management, front-line staff and onboarding new hires. Fully trained 1850+ (84%) executives/management and 3,600+ (18%) front line staff.
 - Developed a bi-directional inside-out and outside-in consulting model that put both the Lean Operating Model on national stages and enabled other organizations to both perform site visits and engage in providing revenue generating consulting services.

- **HARTFORD HOSPITAL – Hartford, Connecticut** *July 2012- September 2014*
Senior Performance Improvement Consultant
 - Provided Advanced Lean Leadership 6-month cohort Training to the executive leadership team, management teams and front-line staff
 - Supported Lean advancements and full oversight of the 48 departments within Oncology, Neurology, Medicine, Emergency Department and Perioperative services.
 - Designated Senior Performance Improvement facilitator for the Oncology alliance integration/affiliation efforts with Memorial Sloan Kettering, that resulted in over 460 successful mitigation/alignment plans.
 - Architected the Hospital first Institute Deployment Model, supported 9 Kaizen Events, 14 Action Groups and 8 Steering Councils, Provide just-in-time training/education to Institute physicians and staff
 - Managed the Idea and Project databases, diagnostics and trend reports, and common organizational themes.

- **HARTFORD MEDICAL GROUP – Hartford Sites (16), Connecticut** *July 2007- June 2012*
Director of Continuous Improvement
 - Provided strategic direction for organizations balanced scorecard initiatives and developed a pillar project list break down of annual improvement priorities/activities
 - Pioneered a value stream map organization matrix to align and leverage best practice across a multisite platform and developed 70 process advocates to orchestrate front line project facilitation and 10 direct report process managers highly competent in the Toyota Production System,
 - Facilitated monthly pillar calls and lead monthly site Lean team meetings. Developed a suggestion system that encourages generation of ideas towards targeted initiatives and just do-it improvements
 - Orchestrated series of workshops as well as provided technical Kaizen leadership and coordination on 68 major improvement projects within the organization,
 - Coordinates 51 Standard Work “turnkey processes” to increase competence and enhance ownership of corporate goals and objectives. Instilling a blame free culture throughout the organization by challenging staff to expose waste and apply the scientific method (PDCA) of problem solving within the company
 - Facilitated Electronic Health Record operational work flow conversion in setup and deployment. Core Member in the Patient Centered Medical Home level 3 recognition efforts and Meaningful Use accreditation
 - Managed the development of an administrative and medical assistant training program as well as developed and delivered a Lean fundamental and a process manager/facilitator training program for executive & senior leadership, practice managers, physicians, process managers/advocates and kaizen participants; adhering to different learning styles. (312 employees trained)

- **Practice Manager– Windsor, Connecticut** *November 2011- June 2012*
 - Meticulously managed 21 employees as well as daily office operations. Strong reputation in resolve customer problems with speed and diplomacy; exemplary speaking and listening communications skills.
 - Maintained office focus on the development and enhancement of employees; providing continuing education opportunities to promote maximum professional growth and increase morale and productivity
 - Instituted team huddles and office dashboards to align office cost-cutting measures to appropriate areas
 - Re-organized office layout to maximize capacity at lowest cost.

- **PRIOR ENTRY LEVEL EXPERIENCE** *January 2005- July 2007*
 - **FRANKLIN PRODUCTS SUPPLIER OF BOEING– Torrington, Connecticut**
Pattern Seat Designer/ Six Sigma Manufacturing Engineer
 - **ERA REPLICA AUTOMOBILES – New Britain, Connecticut**
Lean Facilitator Intern
 - **DURHAM MANUFACTURING COMPANY – Durham, Connecticut**
Mechanical/Manufacturing Engineer Intern

Education:

- **Northcentral University - Prescott Valley, Arizona**
 - PhD- Business Administration specialized in Management 12/2019
Doctoral Dissertation: Socio-characteristics, Technical-Characteristics of Lean Implementations, and Leadership Mindsets in Healthcare Organizations

- **Kaplan University - Indianapolis, Indiana**
 - Certified Six Sigma Black Belt 12/2009

- **Central Connecticut State University - New Britain, Connecticut**
 - M.S. Technology Management 12/2009
 - B.S. Mechanical Engineering 5/2006
Thesis: Artificial Moving Robotic Arm

- **Ain Shams University - Cairo, Egypt**
 - B.A. Electrical Engineering 6/2003

Professional Speaking Engagements:

- **OPEX 21st Annual Winter World Summit (Orlando, FL, January 2020)**
Presenter for: “Know What you’re saying “YES” to when you sign up for a Lean Transformation”
Presenter for: “Becoming a Transformational Leader: Earning and owning your transformation”
- **Association for Manufacturing Excellence (Chicago, IL, November 2019)**
Co-Presenter for: “Twelve mistakes to avoid during a lean transformation”
- **GBMP 15th Annual Northeast Lean Conference (Hartford, CT, October 2019)**
Presenter for: “Lessons Learned in Large Complex Health Systems: Building Lean Muscle”
- **Lean Frontiers - HR People Development & Lean Accounting Summit (Austin, TX, September 2019)**
Presenter for: “Building a Lean foundation to developing its people”
Presenter for PechaKucha: “The Lean Elevator Speech”
- **OPEX 21st Annual Summer Business Transformation Leaders’ Summit (San Diego, CA, August 2019)**
Keynote Presenter for: “Development of Business & Digital Transformations: The Evolution of Leadership”
- **American Quality Institute – 18th Annual Lean & Six Sigma World Conference (San Antonio, TX, March 2019)**
Presenter for: “Lean Healthcare Transformation and the impacts it has on employee engagement and patient experience”
- **Brandeis University, The Heller School for Physician Executive MBA program (Waltham, MA, February 2019)**
Co-Presenter for an Operational Management Course: “How Hartford Healthcare transformed its Culture”
- **OPEX 20th Annual Winter World Summit (Orlando, FL, January 2019)**
Co-Presenter for: “Building a fit Healthcare organization using Lean Principles”
- **GNV Healthcare Executive Symposium (DeVry University, NJ; Union League Club, NYC, November 2018)**
Co-Presenter for: “How Hartford Healthcare Does It!”
Panel Speaker for: “Lean Leadership challenges in shifting the population health landscape”
- **Lean Frontiers - HR People Development & Lean Accounting Summit (Jekyll Island, GA, September 2018)**
Presenter for PechaKucha: “Building a Lean foundation to developing its people”
- **OPEX 20th Annual Summer Business Transformation Leaders’ Summit (San Diego, CA, August 2018)**
Presenter for: “Building a fit Healthcare organization using Lean Principles”
- **Central Connecticut State University Healthcare Summit (New Britain, CT, March 2017)**
Presenter for: “Approaches to starting a Lean transformation”
- **National Quality Institute (Cairo, Egypt, January 2010)**
Presenter for: “Establishing a Lean Management Operating System”
- **Connecticut Quality Council (Hartford, CT, June 2009)**
Co-Presenter for: “The Lean Journey of a midsize primary care group”
- **Central Connecticut State University (New Britain, CT, February & December 2008 and March 2009)**
Presenter for: “Hartford Medical Groups competitive advantage using Lean”
- **American Medical Group Association (Las Vegas, NV, February 2009)**
Co-Presenter for: “The Lean Journey of a midsize primary care group”

Professional Podcasts & Publications:

- **TheLeanMag – Part 1 of 4 (February 2020)**
Featured Publication: “The Disruptive Principle-Based Architecture”
- **Cost Accounting Journal – Lean Edition (July/August 2019)**
Featured Publication: “Learnings, Perils, and Pitfalls of Industry: A Health Care’s Lean Transformation”
- **Process Excellence Network (Episode 104, April 2019)**
Podcast Speaker on: “Values in Leadership, Communication and Change Management”
- **GoLeanSixSigma – Just-In-Time Cafe (Episode 53, April 2019)**
Podcast Co-Speaker on: “Turning Failure into Growth with a Great Mentor: Mentor-Mentee Relationship”
- **Gemba Academy (Episode GA-253, February 2019)**
Podcast Speaker on: “Building a strong Lean foundation”
- **GoLeanSixSigma – Just-In-Time Cafe (Episode 47, January 2019)**
Podcast Speaker on: “Plan-Do.....Walk-Away? Avoiding the Perils of Lean”
- **Process Excellence Network (Episode 85, December 2018)**
Podcast Speaker on: “Leadership urgency, commitment and participation in a Lean journey”
- **GoLeanSixSigma – Expert Excerpts (December 2018)**
Featured Publication: “Key insights to being successful with Lean in a Healthcare industry”

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

Date: 08/11/2020

Title: **Clinic Efficiency and Optimization**

Presenter(s): Vinay Behl, Sonia Singh

Synopsis: Current clinic challenges:

- staff and provider productivity
- Unnecessary steps/waste in workflows
- Potential loss of revenue
- staff engagement

Expected Outcomes:

- Potential reduction in labor costs
- Increase in patient encounters
- Daily management system to track productivity, solve problems, and increase transparency
- Increased staff and provider capability in process improvement skills
- Clinic culture of daily excellence and continuous improvement
- Start of culture change for entire organization

Prepared by: VINAY BEHL
Vinay Behl

Reviewed by: Kelli Davis
Name
Title INTERIM CEO

Approved by: VINAY BEHL
Name
Title FINANCIAL CONSULTANT/CFO

FOR EXECUTIVE TEAM USE ONLY:

Date of Executive Team Approval: 8/3/20 Submitted by: Kelli Davis
Chief Officer

BOARD OF DIRECTORS POLICIES AND PROCEDURES

<u>NAME OF POLICY</u>	<u>DATE APPROVED</u>
1 Appointments To The NIHD Board of Directors	May 16, 2018
2 Attendance at Meetings	April 18, 2018
3 Authority of the Chief Executive Officer for Contracts and Bidding	May 16, 2018
4 Basis of Authority: Role of Directors	April 18, 2018
5 Compensation of the Chief Executive Officer	May 16, 2018
6 Election Procedures and Related Conduct	April 18, 2018
7 NIHD Board Meeting Minutes	June 20, 2018
8 Northern Inyo Healthcare District Board of Directors Conflicts of Interest	May 16, 2018
9 NIHD Board of Directors Meetings/Brown Act Compliance	June 20, 2018
10 Officers and Committees of the Board of Directors	May 16, 2018
11 Public Records Requests	May 16, 2018
12 Reimbursement of Expenses	April 18, 2018
13 Requests For Public Funds, Community Grants, Sponsorships	May 16, 2018
14 Suggested Guidance To Fill A Board Vacancy by Appointment	August 15, 2018
15 Use by NIHD Directors of District Email Accounts	May 16, 2018
16 Work Flow for Appointments to Fill Board Vacancy	August 15, 2018

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Appointments to the NIHD Board of Directors	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: May 16, 2018

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

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

PROCEDURE:

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

REFERENCES:

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

CROSS REFERENCE P&P:

- 1.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Appointments to the NIHD Board of Directors	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: May 16, 2018

Approval	Date
Legal Counsel	
Board of Directors	
Last Board of Directors Review	

Developed: March 21, 2018

Reviewed:

Revised:

Supersedes:

Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Attendance At Meetings	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date:

PURPOSE: Establish policy for Board of Directors (BOD) meeting attendance.

POLICY:

1. Directors are expected to the extent reasonable, to make good faith efforts to schedule vacation, business and personal commitments at time that with not conflict with the schedule of regular Board meetings.
2. It is recognized the timing of business and family commitments, since they involve addition people and outside factors, cannot always be controlled.

PROCEDURE:

1. Notwithstanding any other provision of law the term of any member of the BOD shall expire if they are absent from three consecutive regular Board meetings, or from three of any five consecutive meetings of the Board and the Board by resolution declares a vacancy exists.
2. As set forth in the Ralph M. Brown Act in CA Government Code Section 54953, a Director may attend a meeting by teleconference.

REFERENCES:

1. CA Health and Safety Code Section 32100.2
2. Ralph M. Brown Act in CA Government Code Section 54953

CROSS REFERENCE P&P:

- 1.

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

Developed: March 31, 2018

Reviewed:

Revised:

Supersedes:

Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Authority of the Chief Executive Officer for Contracts and Bidding	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: 05/16/2018

PURPOSE: Establish policy and procedure process for Authority for Contracts and Bidding.

POLICY:

Northern Inyo Healthcare District (NIHD) shall comply with the requirements of California Health and Safety Code Section 32132, which set forth competitive means bidding requirements. "Competitive means" includes any appropriate means specified by the Board of Directors (BOD), including, but not limited to, the preparation and circulation of a request for a proposal to an adequate number of qualified sources, as determined by the BOD in its discretion, to permit reasonable competition consistent with the nature and requirements of the proposed acquisition.

When the BOD awards a contract through competitive means, the district's requirements, as determined by the evaluation criteria specified by the board. The evaluation criteria may provide for the selection of a vendor on an objective basis other than cost alone.

PROCEDURE:

1. NIHD "shall acquire materials and supplies that cost more than twenty-five thousand dollars (\$25,000) through competitive means, except when the board determines either that (1) the materials and supplies proposed for acquisition are the only materials and supplies that can meet the district's need, or (2) the materials and supplies are needed in cases of emergency where immediate acquisition is necessary for the protection of the public health, welfare, or safety." (Ca. H&S Code Section 32132)
2. This bidding process "Shall not apply to medical or surgical equipment or supplies, to professional services, or to electronic data processing and telecommunications goods and services. Medical or surgical equipment or supplies includes only equipment or supplies commonly, necessarily, and directly used by, or under the direction of, a physician and surgeon in caring for or treating a patient in a hospital." (Ca. H&S Code Section 32132)
3. "Bids need not be secured for change orders that do not materially change the scope of the work as set forth in a contract previously made if the contract was made after compliance with bidding requirements, and if each individual change order does not total more than 5% (five percent) of the contract." (Ca. H&S Code Section 32132)
4. The professional services to which the bidding rules do not apply include those of persons who are highly skilled in their science or profession; persons such as Attorney At Law, architect, engineer or artist; and persons whose work requires skill and technical learning and ability of a rare kind.
5. The hospital administrator or designated staff shall mail notice of the action or decision to the affected applicant or medical staff member within the time specified in the applicable bylaw or rule.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Authority of the Chief Executive Officer for Contracts and Bidding	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: 05/16/2018

REFERENCES:

1. California Health and Safety Code Section 32132

Approval	Date
Board of Directors	05/16/2018
Last Board of Directors Review	05/16/2018

Developed: March 26, 2018

Reviewed:

Revised:

Supersedes:

Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Basis of Authority: Role of Directors	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date:

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 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. Routine matters concerning the operations 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:

- 1.

CROSS REFERENCE P&P:

Page 1 of 2

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Basis of Authority: Role of Directors	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date:

1.

Approval	Date
Board of Directors	
Last Board of Directors Review	

Developed: March 31, 2018

Reviewed:

Revised:

Supersedes:

Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Compensation of the Chief Executive Officer	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: May 16, 2018

PURPOSE: The Chief Executive Officer (CEO) of Northern Inyo Healthcare District (NIHD) is the person responsible for the efficient operation of NIHD. Therefore, it is the desire of the NIHD Board of Directors to provide a fair compensation (salary and benefits) to the CEO.

POLICY:

1. Annually (as of hire date) the NIHD Board of Directors shall evaluate the performance and review the compensation of the Chief Executive Officer to determine if an adjustment to compensation is appropriate.

PROCEDURE:

1. The BOD President shall appoint two members of the BOD as an Ad Hoc committee to research comparability data of similar organizations and similar qualified individuals.
2. At a BOD meeting (may be during closed session), the Ad Hoc committee will make a recommendation to the full BOD for any compensation (salary and/or benefits) adjustments based on a review of the data and CEO Performance Review.
3. During the Open Session of the Meeting Agenda, the BOD ~~Chair~~ ~~President~~ will report any action taken on the recommendation. The meeting ~~at which the compensation adjustment is approved the~~ minutes ~~shall are to~~ include the documentation of how the BOD reached its decisions and the effective date.

REFERENCES:

- 1.

CROSS REFERENCE P&P:

- 1.

Approval	Date
Board of Directors	
Last Board of Directors Review	

Developed: March 21, 2018

Reviewed:

Revised:

Supersedes:

Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: NIHD Board Meeting Minutes	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: 06/20/2018

PURPOSE: Establish documentation policy for Northern Inyo Healthcare District (NIHD) Board of Directors (BOD) meeting minutes.

POLICY: Northern Inyo Healthcare District Board of Directors meeting minutes shall be kept in action format. The following information shall be included in each meeting's minutes:

- Date, place and type (regular or special) of meeting
- Directors and Chief Executive team members present and absent by name.
- Call to Order (including time)
- Names (if given) of public commentators, and topic commented on.
- If a Director arrives late or leaves early, the time and name shall be recorded.
- Names of Directors absent during any agenda item on which action was taken.
- BOD directives to staff.
- Motions or resolutions on which action was taken.
- Names of Directors making and seconding motions.
- Public comments made by BOD members.
- Topics included in closed session.
- Announcement by BOD President stating what action, if any, was taken during closed session.
- Time of adjournment.

PROCEDURE:

1. The clerk of the BOD shall prepare and keep minutes of all regular and special BOD meetings.
2. The draft minutes of the previous regular BOD meeting and any special meeting(s) of the BOD held since the previous regular meeting shall be distributed to Directors as part of the information packet for the next regular BOD meeting at which time the BOD shall consider approving the minutes as presented or with corrections.
3. Unapproved minutes are "preliminary drafts that are not retained by the public agency in the ordinary course of business." (CA Government Code Section 6254). Therefore, draft minutes shall not be released until the BOD has approved them.
4. Once approved by the BOD the minutes shall be posted on the District website and maintained in the District's official files.
5. After approval, the Secretary of the BOD shall sign the minutes.
6. Motions and resolutions of regular and special BOD meetings shall be recorded as having passed or failed. Individual votes for and against and abstentions shall be recorded unless the action was unanimous.
7. All resolutions adopted by the BOD shall be numbered consecutively, starting new numbering at the beginning of each calendar year.

REFERENCES:

1. (CA Government Code Section 6254) Public Records Act

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: NIHD Board Meeting Minutes	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: 06/20/2018

Approval	Date
Board of Directors	06/20/2018
Last Board of Directors Review	06/20/2018

Developed: April 2, 2018

Reviewed:

Revised:

Supersedes:

Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

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

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

POLICY:

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

PROCEDURE:

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

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

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

REFERENCES:

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

CROSS REFERENCE P&P:

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

Approval	Date
Board of Directors	05/16/2018
Last Board of Directors Review	05/16/2018

Developed: March 31, 2018

Reviewed:

Revised:

Supersedes:

Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Northern Inyo Healthcare District Board of Directors Meetings	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date:

PURPOSE: Establish procedures for Northern Inyo Healthcare District (NIHD) Board of Directors' (BOD) meetings.

POLICY:

1. All meetings of the NIHD BOD shall be conducted in accordance with the Ralph Brown Act, Government Code 54950 et seq. and such additional requirements as set forth in any other BOD Policy and Procedures.

PROCEDURE:

1. Meetings of the BOD shall be held at the NIHD Board Room located at 2957 Birch St. Bishop CA 93514 except as otherwise set forth in agenda notices.
2. Regular meetings shall be held the third Wednesday of each calendar month unless it is deemed necessary to cancel or hold the regular monthly meeting on a different date.
3. As the BOD encourages public participation at its meetings (whether regular, special, study sessions, or emergency) and to facilitate communications, the BOD will ensure agendas are posted in the required timeframe on the NIHD website in addition to other legal requirements. The place, date and time of the meeting shall be indicated on the agenda.
4. Each agenda shall include a time for public comment on non-agenda items as well as comment opportunity on each action agenda item when called.
5. If any Director is attending the meeting by teleconference, the location shall be posted and accessible to the public.
6. The **Chair President** of the NIHD BOD shall preside at all board meetings at which they are present. In absence of the **Chair President**, the Vice **Chair President** shall perform the **Chair's President's** duties and have the **Chair's President's** rights. If both the **Chair President** and Vice **Chair President** are absent then the Secretary shall perform the **Chair's President's** duties and have the **Chair's President's** rights.
7. The **Cgaur President** shall call the meeting to order at the time set on the agenda or as soon as a quorum is present.
8. A majority (3 of 5 members) shall constitute a quorum for transaction of business. An abstention does not count as a vote for or against.
9. If no directors are present the clerk of the board shall adjourn the meeting to a future date and time. A notice of the adjournment including the future date and time of the adjourned meeting shall be conspicuously posted on or near the door of the place where the meeting was held.
10. If the date of the adjourned meeting is within five (5) days of the original meeting, no new agenda need be posted if no additional agenda items are added. If the date of the adjourned meeting is more than five (5) days a new agenda must be posted.
11. The **Chair President** of the BOD, as necessary to conduct business of the District, can call special meetings or study sessions.
12. Ordinarily, items on the agenda will be considered in the order set forth in the agenda. However, the **Chair President** may alter the order of items on the agenda, as the **Chair President** deems necessary for the good of the meeting.
13. The **Chair President** may declare a short recess during any meeting.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Northern Inyo Healthcare District Board of Directors Meetings	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date:

14. The ~~Chair~~ ~~President~~ shall have the same rights as the other Board members in voting, introducing or seconding motions and resolutions as well as participating in discussions.
15. No action may be taken by secret ballot. (Government Code Section 54953(c).)
16. All votes taken during a teleconferenced meeting shall be by roll call. (Government Code Section 54953(b)(2).)
17. Directors shall observe all applicable conflict of interest rules. If a financial interest is determined by any board member they must abstain from any vote that may be in violation of Government Code 1090. The director shall leave the meeting room during any discussion and the vote and shall state the reason for abstention.
18. The annual organizational meeting shall be the regular BOD meeting held in December or at an earlier meeting if called. At that meeting officers shall be elected.⁵

REFERENCES:

1. Ralph Brown Act, Government Code 54950 et seq.
2. Government Code Section 54953(c)
3. Government Code Section 54953(b)(2)
4. Government Code 1090

CROSS REFERENCE P&P:

- 1.

Approval	Date
Board of Directors	
Last Board of Directors Review	

Developed: March 31, 2018

Reviewed:

Revised:

Supersedes:

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**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Officers and Committees of the Board of Directors	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: May 16, 2018

PURPOSE: Describe the District officers and Board Committees and their duties.

POLICY:

1. The officers of the Northern Inyo Healthcare District (NIHD) Board of Directors (BOD) shall be a **Chair President**, Vice **Chair President**, Secretary, Treasurer, and Member at Large.
2. The Board of Directors may sit as a Committee of the Whole or as Task Force Committees as deemed appropriate.
3. The **Chair President** of the Board shall appoint such Ad Hoc committees as may be deemed necessary or advisable by the **Chair President** or by the BOD. The duties of an Ad Hoc committee shall be outlined at the time of appointment, and the committee shall be deemed dissolved when its final report has been made.
4. As provided in the BOD By-Laws, no committee so appointed shall have any power or authority to commit the BOD or the District in any manner unless the BOD directs the committee to act for and on its behalf by special vote.

PROCEDURE:

1. The Board of Directors at the December meeting of every calendar year shall choose the officers of the Board every year. 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.
2. Any officer of the BOD may resign 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 BOD. In the event of resignation or removal of an officer the BOD shall elect a successor to serve for the balance of that officer's unexpired term.
3. The **Chair President** shall conduct the meetings of the BOD and shall act as the lead liaison between the BOD and District Management for communications and oversight in fulfilling the District's Mission, Vision and Values. The **Chair President** shall have, subject to the advice and control of the BOD, general responsibility of the affairs of the District and shall discharge all other duties that shall be required of the **Chair President** by the By-Laws of the BOD.
4. The **Vice Chair President** shall in the event of absence or inability of the **Chair President**, exercise all the powers and perform all the duties given to the **Chair President** by the By-Laws of the District.
5. The **Secretary** shall act in this capacity for both the District and the BOD. In the absence or inability of the **Chair President** and Vice **Chair President** shall exercise all powers and perform all duties given to the **Chair President**. Shall be responsible for seeing that all actions, proceedings and minutes of the meetings of the BOD are properly kept and are maintained at District Administrative offices. Shall perform such other duties as pertains to the office and as prescribed by the BOD and By-Laws of the BOD. The Secretary may delegate his/her duties to appropriate management personnel.
6. The **Treasurer** shall be responsible for the safekeeping and disbursement of the funds of the District in accordance with the provisions of the "Local Healthcare District Law: and in accordance with resolutions, procedures and directions as the BOD may adopt. Shall

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Officers and Committees of the Board of Directors	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: May 16, 2018

perform such other duties as pertains to the office and as prescribed by the BOD and By-Laws of the BOD. The Treasurer may delegate his/her duties to appropriate management personnel.

7. 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 BOD and By-Laws of the BOD.
8. The duties of the **committees** shall be to develop and make policy recommendations to the BOD and to perform such other functions as shall be stated in the BOD By-Laws or in the resolution or motion creating the committee. The **Chair President** with the approval of the BOD may appoint special or Ad Hoc committees as special circumstances warrant. Composition of the committee may consist of only Board members or they may include individuals not on the Board.

REFERENCES:

1. Northern Inyo Healthcare District Board of Directors By-Laws

CROSS REFERENCE P&P:

- 1.

Approval	Date
Board of Directors: May 16, 2018	
Last Board of Directors Review	

Developed:
 Reviewed:
 Revised:
 Supersedes:
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**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Public Records Requests	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: May 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

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Public Records Requests	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: May 16, 2018

Approval	Date
Board of Directors: May 16, 2018	
Last Board of Directors Review	

Developed: April 18, 2018

Reviewed:

Revised:

Supersedes:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Reimbursement Of Expenses	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date:

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

POLICY:

1. If requested, the District shall reimburse NIHD 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.

REFERENCES:

- 1.

CROSS REFERENCE P&P:

1. NIHD Travel and Reimbursement Policy and Procedure

Approval	Date
Board of Directors	
Last Board of Directors Review	

Developed: March 26, 2018
 Reviewed:
 Revised:
 Supersedes:
 Index Listings:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Requests For Public Funds, Community Grants, Sponsorships	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: 05/16/2018

PURPOSE: Establish criteria for granting requests for Public Funds, Community Grants, and Sponsorships. A community’s health needs are served not only by traditional acute care hospitals, but also by a broad array of other health-related programs and initiatives. These include local health and wellness programs, community based clinics, health provider educational programs, and other programs and organizations that promote physical health, emotional health, and behavioral health well-being.

POLICY:

As allowed by Northern Inyo Health Care District’s (NIHD) financial condition and the law, the District may provide assistance to Healthcare programs, services, facilities and activities at any location within or without the NIHD for benefit of the District and the people served by the District.

PROCEDURE:

1. When considering funding a request, NIHD shall address identified community healthcare needs as envisioned by the Mission and Vision Statements and the strategic plan.
2. Within the limits of the budget and the law, sponsorship of events of qualified programs is allowed. NIHD staff will administer sponsorship requests.
3. In conjunction with setting the annual budget each year, the District shall determine whether to fund any requests for Community Grants and if so, what amount. NIHD staff shall administer the Community Grants program with the Directors making the final decision regarding grant recipients.
4. Information regarding the availability of the Community Grants and the application process shall be posted on the NIHD website and publicized appropriately so eligible programs may make timely applications.

REFERENCES:

1. California Health and Safety Code Sections 32121(j) and 32126.5.

Approval	Date
Board of Directors	05/16/2018
Last Board of Directors Review	05/16/2018

Developed: March 26, 2018

Reviewed:

Revised:

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**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

PURPOSE:

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

PLAN TO FILL A BOARD VACANCY BY APPOINTMENT

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

SUGGESTED GUIDANCE:

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

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Directors.

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

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

REFERENCES:

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

Approval	Date
Legal Counsel	
Board of Directors	
Last Board of Director review	

Developed: August, 2018

Reviewed:

Revised:

Supersedes:

Index Listing:

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

THE NORTHERN INYO HEALTHCARE DISTRICT BOARD OF DIRECTORS

Instructions:

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

Date Due: _____

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

DISTRICT: NORTHERN INYO HEALTHCARE DISTRICT Date: _____

Name: _____
(Print Name)

Residence Address: _____

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

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

E-Mail address: _____

EDUCATION

Institution	Major	Degree	Year

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WORK/VOLUNTEER EXPERIENCE

Organization	City	Position	From/To

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

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

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GUIDE TO THE INTERVIEWING PROCESS

1. TYPES OF QUESTIONS

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

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

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

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

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

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

2. GUIDELINES FOR CONDUCTING THE INTERVIEW

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

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

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1. ——— Encourage the candidate throughout the interview (they may be nervous).

3. ——— INTERVIEW ROAD MAP

a. ——— Allow time for the candidate to review the duties before the interview.

b. ——— Hold all telephone calls. Do not allow interruptions during the meeting.

e. ——— Explain the "Road-map" to the candidate

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

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

e. ——— Concluding questions should focus around the following:

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

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

"Do you have any questions for us?"

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

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

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~~INTERVIEWER SCORING SHEET~~
(Optional)

Applicant's Name: _____ **Date of Interview:** _____

~~INSTRUCTIONS TO THE INTERVIEWER:~~

~~Each applicant will be asked the same questions.~~

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

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

Question #1:

~~Interviewer's Notes:~~

~~Rating: _____~~

Questions #2:

~~Interviewer's Notes:~~

~~Rating: _____~~

Question #3:

~~Interviewer's Notes:~~

~~Rating: _____~~

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**The following Menu of Interview Questions are provided as a resource. Interviewers may opt to choose some of these questions from this Menu.
Asking 10 questions will approximate 40 minutes of interview time.**

Adapted from SHRM, 2018

Menu of Interview Questions

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Opening/Closing Questions

Opening

- ~~What do you know about the Healthcare District?~~
- ~~Tell us about your commitment to the community?~~
- ~~Tell me why you chose to apply to be one of our Board members.~~
- ~~What do you like most about the District's services or the District in general? What do you like least, and what do you find the most challenging?~~
- ~~Tell us a bit about your work background, and then give us a description of how you think it relates to our current opening on the Board.~~
- ~~What are your qualifications in healthcare, that is, what skills do you have that make you the best candidate for this Board position? Include any special training you have had (such as on the job, college, continuing education, seminars, reading) and related work experience.~~
- ~~Why have you applied for this position?~~
- ~~What skill sets do you think you would bring to this position?~~
- ~~Tell me about your present or last job. Why did you choose it? Why did you, or why do you, want to leave?~~
- ~~What was your primary contribution or achievement in your last or current position? Biggest challenge?~~
- ~~What are your short and long term career goals?~~
- ~~What are some positive aspects of your last employment or employer? What are some negative aspects?~~
- ~~Where do you see the Healthcare District in 5 or 10 years?~~
- ~~After learning about this opportunity, what made you take the next step and apply for the position?~~
- ~~What would you have liked to do more of in your last position? What held you back?~~
- ~~Would you please describe your interest in becoming a Board member?~~
- ~~Tell me about your normal experiences during a typical day in your current position.~~
- ~~In your current job, what is your usual schedule? How many hours do you work, and when do you work them?~~
- ~~What sizes of organizations have you worked in?~~

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- ~~What industries have you worked in? Was healthcare one of them?~~
- ~~What qualities and skills do you think a successful Board professional should have? Which of these qualities and skills you named do you have?~~
- ~~Tell me about two accomplishments that were very successful or you are the most proud of.~~
- ~~What college courses or experience have prepared you for the Board position you are applying for with us?~~
- ~~What three things are most important to you in a position?~~
- ~~What was the best job you ever had? What was the worst? Why?~~
- ~~What do you think makes a “good” organization? What makes an organization be described as “one of the best businesses” or “best places to work” by a community?~~
- ~~Describe the ideal job from your perspective.~~
- ~~Describe what you would say if asked to talk about yourself in a group of 15 work colleagues.~~
- ~~What’s the best book you’ve read in the last year? Please take a minute and tell us what you liked about it.~~
- ~~What is your interpretation of “success”?~~
- ~~Describe an ideal work environment or “the perfect job.”~~

Closing

- ~~Describe what you see as your strengths related to the Board position. Describe what you see as your weaknesses related to this position.~~
- ~~If we decide to appoint you to this position, what contributions would you expect to make during the first three months on the Board?~~
- ~~Why should we select you for appointment?~~
- ~~If the position required it, would you be willing to travel?~~
- ~~How soon could you start as we have short deadlines to meet?~~
- ~~If you are the successful appointment, how would you expect to be different after a year on the Board?~~

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- ~~Now that you have learned about our District and the position you are applying for, what hesitation or reluctance would you have in accepting this appointment if we offered it to you?~~
- ~~Tell me anything else you would like us to know about you that will aid us in making our decision.~~
- ~~What questions would you like to ask us?~~
- ~~Have you heard of any programs, policies or actions of the District that concern you?~~
- ~~How will your idea and work on the Board enhance the District in the healthcare industry as it is today?~~

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~~Business Acumen – Financial Management~~

~~Behavioral~~

- ~~• Have you ever been over budget? Why? How did you handle this?~~
- ~~• Recount a time when you had to prioritize bill or invoice payment.~~
- ~~• If you could pick a stock to add to a company's portfolio, which one would it be? Why?~~
- ~~• Describe a tough financial analysis problem you were able to solve and how you solved it.~~
- ~~• Walk me through a financial statement (pick one).~~

~~Situational~~

- ~~• What would you do if you had to reject the proposed budget submitted by management?~~
- ~~• Discuss a situation when an expense was greater or less than originally planned. What did you do with the surplus or shortage?~~

~~General~~

- ~~• Describe your budget creation and management experience.~~
- ~~• Tell me about your fiscal management experience: budgeting, reporting, cutting costs, and building and maintaining reserves.~~
- ~~• Describe your PL (profit/loss) experience.~~
- ~~• What type of inventory audits have you been involved in? Describe challenges you've faced.~~
- ~~• Have you ever performed a cost-benefit analysis? Tell me about it.~~
- ~~• What experience do you have with financial planning and analysis?~~
- ~~• Is it usually better to pay bills early or on time or a little late?~~
- ~~• What is an income statement? A balance sheet?~~
- ~~• What is the job of the conventional finance department?~~
- ~~• Is it possible to have a positive cash flow but to be in financial trouble?~~

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Collaboration and Interpersonal Skills

Behavioral

- Give me an example of a time when you had to deal with a difficult co-worker. How did you handle the situation?
- Describe a difficult time you have had dealing with an employee or customer. Why was it difficult? How did you handle it? What was the outcome?
- Describe a time when you were instrumental in creating or improving a good relationship with another organization or people.
- Recall an occasion when you had to interact with people from different parts of an organization or neighborhood to accomplish a single goal.
- Recount an occasion when you were able to connect individuals from different backgrounds or cultures in a unified effort.

Situational

- You are a committee member, and you disagree with a point or decision. How do you respond?
- If someone asked you for assistance with a matter that is outside the parameters of your role, what would you do?
- If you had a problem with a team member's lack of contribution to a project, what would you do?
- There's a deadline to be met. The team members have an excellent grasp of their positions, but one member is absent, and no one can do her job well. What would you do?

General

- What would your references say about how you collaborate with others?
- What do you think of your last boss/peer?
- Describe the best relationship you've had with a previous boss/peer.
- If I asked your previous or current workers about you, what would they say?
- Tell me what type of relationship exists and *should* exist between your current department and the department it works most closely with.
- Each boss is a little different. My management philosophy or style is _____. In what way(s) do you think that your work style would complement mine or other people's work styles?

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- ~~Describe what you foresee to be as challenges or adjustments for us, as you see it~~
- ~~In terms of communication (face to face, phone, e-mail, instant messaging, texting), which is your preference for collaboration? Why?~~

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Communication

Behavioral

- Give some examples of how and when you were the spokesperson for your current (or most recent) organization.
- Give an example of how you carefully considered your audience prior to communicating with them. What factors influenced your communication?
- Describe a time you used your communications skills to negotiate with an angry person.
- Have you ever given a presentation to a group? How did you prepare for it? What would you do differently?
- Describe a time when you were able to overcome a communications barrier(s).
- Tell me about a time when effective listening skills helped you in a problematic situation.
- Tell me about a time when you thought someone wasn't listening to you. What did you do?
- Recount an occasion when you were greeted with a greeting that was not normal for you. How'd you respond?

Situational

- Suppose two people have difficulty communicating with each other, but you understand both. Would you try to help the two understand each other better? If so, how?
- Two members of a team do great work, but they do not work well together. What are some of the key ways to get them to work together better?

General

- Management requires both good writing and verbal skills for effective communication. When it comes to giving information to employees that can be done either way, do you prefer to write an e-mail or memo or talk to the person? Why?
- How well do you communicate with others? What communication techniques do you use?
- When do you think it is best to communicate in writing? When do you communicate face-to-face?
- In terms of communication (face-to-face, phone, e-mail, instant messaging, texting), when might you use each?

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Critical Evaluation

Behavioral

- Tell me about a time you used your knowledge of the organization to get an idea approved.
- Tell me about a time you used financial data to support a successful project.
- Tell me about a time when you used industry data to support a successful project.
- Tell me about a time when you used economic environment data to support a successful project.
- What have you done in your previous positions at other companies that made a significant difference to the business and for which you believe you will be remembered?
- Recall for us an occasion when you had to explain your department's losses.

Situational

- You're new to an organization. How do you go about learning how the organization works?
- You're new to an organization. What is one of the first things you do to learn how the organization works?
- You're new to an organization. What is one of the first things you do to learn how you can contribute to the organization's mission?
- You've been approached with a new idea for the District. Describe how you go about determining the feasibility and possible success of that idea.
- If you were given the responsibility to start a new District service from scratch, what are the basics that you would need to consider?
- Let's suppose the service you're proposing only breaks even. Assuming it is your decision, do you accept or reject the service? Suppose it is only \$1.00 profitable?

General

- What difference does it make to organize departments in a centralized versus decentralized way? What is your preference? Why?
- What role does "corporate culture" play in the success of a company?
- How have you participated in planning processes?

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Cultural Effectiveness

Behavioral

- If any of your work took you out of the country or out of this local area, what did you do to ensure that your adjustment back to this environment went smoothly?
- Tell me about a time when working in a different country or different part of this country you had to adapt to the culture. What adaptations did you have to make? How did you go about it?
- Describe a situation in which you have had to work in a multicultural environment and the challenges you had. How did you approach the situation, and what was the outcome?
- Tell me about a time when you worked in a major metropolitan area or situation that was totally foreign to you.
- Talk about a time when you worked abroad.

Situational

- Describe an interaction you had in which different cultures collided. How did you handle it?
- Five employees from five different countries eat lunch together regularly. One hurts the feelings of another. They complain to you. How do you resolve the situation?
- Executives ask your opinion about whether the company should spread operations into a major metropolitan area. Do you encourage the expansion or discourage it?

General

- How many non-local assignments have you completed?
- Please share the main reasons why you chose to accept any of your work experiences and were these decision based on culture?
- If you could work and live anywhere else in the world, where would it be?

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Customer Focus

Behavioral

- ~~Tell me about a time when you went out of your way to give great service to a customer.~~
- ~~Tell me about a time when you asked for feedback on your customer service skills from your manager or co-worker and then used that response to improve your work.~~
- ~~Describe a time when you had to deal with a difficult guest or client relations problem. What was the outcome? What did you learn?~~
- ~~Tell me about a time when you knew that your customer might not get what he or she needed on time. How did you handle this?~~
- ~~Tell me about a time when you had to say "no" to a customer because his or her request was against company policy.~~
- ~~Tell me about a time when you had trouble working with a difficult or demanding customer. How did you handle this?~~
- ~~Tell me about a situation in which you "lost it" or did not do your best with a customer. What did you do about this?~~
- ~~Describe a time when you exceeded a customer's expectations.~~
- ~~Describe a time when you lost a customer. What would you do differently?~~
- ~~Share an example of a time when you developed rapport with a customer. What strategies did you use? How did you transfer the use of those strategies to other customers?~~

Situational

- ~~"Yes" is the word clients, customers and guests like to hear. However, if you had to say "no," how would you do it?~~
- ~~A customer's purchase is not what was promised. Do you explain to the customer why that happened?~~

General

- ~~What do you find is the most difficult part about providing customer service? What is the best part?~~
- ~~Describe a process or system that you improved so customers would be better served.~~
- ~~When are policy exceptions to customers warranted? Not warranted?~~
- ~~How do you go about deciding what strategy to employ when dealing with a difficult customer?~~

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- ~~We all have customers or clients. Who are your clients, and how do you identify them?~~
- ~~What have you done to improve relations with your customers?~~
- ~~How would you define guest or client satisfaction?~~
- ~~What does the term "customer" mean to you?~~
- ~~What does the phrase "servicing the customer needs" mean to you?~~
- ~~Describe a time when someone failed to provide satisfactory service to you as a consumer of this Healthcare District. How could that person have improved his or her performance in that particular situation?~~
- ~~Give an example of one thing that is important in building repeat customer business.~~
- ~~What types of behaviors do you find most annoying or frustrating in a client or customer? How do you handle those behaviors?~~
- ~~What specific process do you go through when a client or guest is dissatisfied?~~
- ~~How do you think your clients, customers or guests would describe you and your work?~~
- ~~Have you ever contacted a customer with the sole purpose of seeking feedback about a product or service you delivered? What did you learn? What did you change?~~

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Decision-making

Behavioral

- ~~What are some of the most important steps you've used in making business-related decisions?~~
- ~~Give a specific example of a decision you made that was not effective. Why do you think it was not effective, and what did you do when this realization was made?~~
- ~~Describe a time when you had to make a very important and difficult decision that affected everyone in your department.~~
- ~~Recount a time when you were not the authority but had to make a decision about the team's next step(s).~~

Situational

- ~~How would you react if the following situation should occur: A worker or customer suddenly collapses on the floor. After a few minutes, a large crowd, speaking loudly and making demands, gathers around.~~
- ~~You have a critical decision to make for the District, and all alternatives will likely be unpopular with staff. What input do you gather before deciding? What factors do you take into consideration?~~
- ~~What would you do if your worker needed a computer monitor immediately? His co-worker was on vacation for three weeks and had a compatible unused monitor at his desk, and the purchase order process would take the worker's new monitor up to three weeks to be delivered.~~

General

- ~~What methods do you use to make decisions? When do you find it most difficult to make a decision?~~
- ~~Directors need good information to be able to make good decisions. Do you tend to gather information up to a deadline to make a better informed decision or gather just enough information to make a good decision quickly?~~

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Ethical Practice

Behavioral

- Describe a time when you came across questionable business practices. How did you handle the situation?
- Have you ever faced a significant ethical problem? How did you handle it?
- Describe a time when you made a mistake. How did you deal with this situation, and what was the outcome?
- Have you worked in a situation in which a person had a conflict of interest? How did you handle this?
- Describe a time when you had an opportunity to personally profit from your employer's product.

Situational

- You have found a person's belongings in the main corridor (communal space). Describe how you would take care of the situation.
- Suppose you were asked you to get information for someone that you knew was confidential and that he or she should not have access to. What would you do?
- If you observed someone making inappropriate sexual or racial remarks to another person, and it was obvious to you that the situation was creating an uncomfortable environment, what would you do?
- As one of our Directors, how would you proceed if the full Board adopted a policy or program that you felt was inconsistent with the goals and mission of the District?
- What would you do if you and others discovered a District employee sexually harassing other employees?

General

- Define professional behavior or conduct appropriate in the workplace.
- Explain the phrase "work ethic," and describe yours.
- Are there any types of marketing that you consider unethical?
- How important is ethics in modern business?

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Flexibility

Behavioral

- Give an example of a time when you were trying to meet a deadline and you were interrupted and did not make the deadline. How did you respond?
- Give an example of a time when you had to quickly change project priorities. How did you do it?
- Recount a time when you accommodated someone beyond your comfort level, though you didn't have to.

Situational

- Suppose you are in a situation in which deadlines and priorities change frequently and rapidly. How would you handle it?
- The Board meets at usual hours. The Board asks you to do some work that takes you beyond the normal meeting time. How would you respond? What if you already made plans to be away—would your response differ?
- You work an eight-hour day and you are tired. You have a board meeting that night. What do you do?

General

- People react differently when job demands are constantly changing. How do you react to this?
- How important is it to be flexible?

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Initiative

Behavioral

- Can you tell me about a time during your previous experiences when, unsolicited, you suggested a better way to perform a process?
- Tell me about a goal that you have accomplished and why that was important to you.
- Could you share with us a recent accomplishment you are most proud of?
- Describe a time when you performed a task outside your perceived responsibilities. What was the task? Why did you perceive it to be outside your responsibilities? What was the outcome?
- Describe a time when you kept from getting bored when dealing with routine tasks.
- What was the most creative thing you have done and why?
- Give me an example of a time you were able to take the lead in changing a policy.

Situational

- When you complete a task early, what do you do with your "extra" time?
- You're given an assignment to create "two or three" proposals. Assuming you have more than enough time and resources, how many proposals do you actually create? Why?

General

- When were you able to demonstrate initiative?

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Leading Others

Behavioral

- Give me an example of a time when you needed to help others learn a new skill set. What did you do?
- Have you ever been in a position in which you had to lead a group of peers? How did you handle it? Tell me about problems you had and how you handled them.
- Have you ever managed a situation in which the people or units reporting to you were in different locations? Tell me how this worked.
- Tell me about your experience working with a board of directors. What approach and philosophy did you follow in working with boards?
- Tell me about a time when you organized, managed and motivated others on a complex task from beginning to end.
- Give me an example of how you have motivated or inspired others.

Situational

- A new policy is to be implemented. You do not agree with this new policy. How do you discuss this policy with staff?
- A subordinate regularly questions your authority. What do you do?
- The board of directors elects not to reward increases this year. How do you do handle communications on this if you are asked by staff?

General

- Describe an ideal supervisor or manager.
- Tell us about your management style— people, teamwork and direction.
- What is the largest number of staff you have supervised or directed, and what were their job functions?
- Tell me about your experience in leading and managing an organization similar to ours.
- Tell me about your experiences with staff development.
- What is your own philosophy of management?
- What do you do to develop people that you manage?

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

- ~~Do you find it more natural to point out what's wrong so people can accomplish tasks competently or to praise people for their work and then later point out what may need correcting?~~
- ~~What is the most significant contribution you have made to team cohesiveness?~~
- ~~What is the most significant contribution you have made to unify an organization?~~
- ~~What do you think are the most valuable traits in a good leader?~~

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Learning Orientation

Behavioral

- Describe a time when you took a new job that required a much different set of skills from what you had. How did you go about acquiring the needed skills?
- Have you had an occasion when a prior strength actually turned out to be a weakness in another setting? How did you cope?
- Throughout your experiences have you learned more about your profession through course work or through on-the-job experience? Explain.
- What area of your last job was most challenging for you? Why was this specific part of the position difficult? Is this still challenging? Why or why not?
- Tell me about a time when you volunteered for an assignment to expand your knowledge and skills.
- Tell of a time when you had to educate yourself about a topic to make a presentation.

Situational

- The company announces a reimbursement program for any course taken that will improve your performance in your position. Do you take advantage of it? Why or why not?
- A new co-worker speaks another language. Do you try to learn small talk in that language or discourage the potential confusion caused by the use of different languages in the workplace?

General

- Tell me about the one person who has influenced you the most during your career. Was he or she a manager or mentor? What did you learn from him or her? Why do you think you learned so much from that person?
- What is more important to your profession—experience or continued education?
- How do you stay informed of current ideas on management and on the healthcare industry?
- Under what kinds of conditions do you learn best?
- In what areas would you like to develop further? What are your plans to do that?
- What are your career path interests?
- Should Directors seek to improve their knowledge and skill base? Why? Why not?
- What was the best training program in which you have participated?
- What are your major professional reading sources?

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

- ~~What sorts of things have you done to become better qualified for your career?~~
- ~~Careers grow and develop just as people do. Where do you see your career now? Why? What are you doing to sustain it?~~
- ~~What's the most valuable thing you've learned in the past year? Why?~~
- ~~Do you feel you are knowledgeable about current healthcare industry-related legislation or trends? Why or why not?~~
- ~~What was the last work-related educational seminar or class you attended? Why did you attend this course? How have you transferred the knowledge gained in the course to your work?~~
- ~~Do you have aspirations to earn advanced degree(s)?~~

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Personal Effectiveness/Credibility

Behavioral

- ~~What strengths did you rely on in your experiences to make you successful?~~
- ~~Tell me about a situation you wish that you had handled differently based on the outcome. What would you change (or will you change) when faced with a similar situation?~~
- ~~Describe a time when you had to deal with a difficult person, a co-worker or customer. How did you handle the situation?~~
- ~~Give an example of how you stay organized when juggling multiple tasks.~~
- ~~Tell of a time you had to defend your actions.~~

Situational

- ~~What do you do when you know you are right and others disagree with you?~~

General

- ~~How do you encourage people not under your authority to do work on your project?~~
- ~~How would you describe your abilities as a business developer? As a business maintainer?~~
- ~~How would your friends describe your work style or habits?~~
- ~~Who should be responsible for monitoring and managing employee performance?~~

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Problem-solving/Analysis

Behavioral

- Describe for me a decision you made that would normally have been made by someone else. What was the outcome?
- Describe a time when you needed to use the principles of logic to solve a problem.
- Have you ever solved a problem that others around you could not solve? Tell me about it.
- What was one of the toughest problems you ever solved? What process did you go through to solve it?
- Tell me about a time when you had a work problem and didn't know what to do.
- Tell me about a time when you solved one problem but created others.
- Tell me about a time when a problem was more than it at first appeared to be.
- How have you approached solving a problem that initially seemed insurmountable?
- What have you done when faced with an obstacle to an important project? Give me an example.
- Share with me how you analyzed different options to determine which was the best alternative?
- Describe for me how your prior experiences required you to be proficient in the analysis of technical reports.
- Give an example of when you used analytical techniques to design solutions to solve problems.

Situational

- Assume math is not your strength. You need to do some statistical analysis regarding the District's performance to present to others. What do you do?

General

- Do people ever come to you for help in solving problems? Why? Give me an example of when this happened.

Math test: — Solve for x. $4x - 12 = 48$.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Results Driven

Behavioral

- ~~Tell me about your current or most recent experience and how you helped the organization accomplish its goals and mission.~~
- ~~How have you reacted when you found yourself stalled in an inefficient process?~~
- ~~Tell me about a time when you inherited a process that wasn't working and you had limited time to fix it.~~

Situational

- ~~The project is brought to a lull (or worse, a halt) due to a worker's lack of productivity. What are your next steps?~~

General

- ~~Tell me about a position you have held in which part of your pay was based on your own performance or results.~~
- ~~Which is more desirable to you: A business that is run in an efficient business-like manner or a business that is run in a personal and friendly way?~~
- ~~Based on what you have read and heard, what ideas do you have about continuing and increasing the success of this Healthcare District?~~
- ~~How do you procure needed resources outside your direct control?~~
- ~~When you design a process to get something done, how do you establish the steps?~~
- ~~What are some of the most effective ways you use to keep tasks on track?~~
- ~~How would you rate yourself as a closer when you're doing a business presentation? (if you are/were in sales)~~
- ~~Did you have assigned goals, objectives, quotas or targets? What were they, and did you meet them?~~
- ~~How were your incentives structured in your last job?~~
- ~~What were your responsibilities from the commencement of a business pitch to the end of the business pitch cycle?~~

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Strategic Thinking

Behavioral

- Give me an example of a time when you had to engage in future planning.
- Tell me about a time when you participated in developing a departmental or organizational business strategy. What was your role? How did you approach it?
- Tell me about a time when you identified a need for a new approach or product to meet a market need.
- Tell of how your job (at a current or former employer) was directly related to a strategic goal.

Situational

- Outline how you would create a strategy for a healthcare services promotion campaign.
- A strategic plan is settled on. Would you identify competitors? Allies? How?

General

- Tell me how the duties and responsibilities of your current or past experiences related to the organization's business strategy.
- Is it more important to be a detail-oriented person or a big picture person? Explain.
- What do you think is the role of the CEO in strategic planning for the organization?
- What is strategic thinking?

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

~~Stress Management/Composure~~

~~Behavioral~~

- ~~• Tell me about a work or personal "nightmare" you were involved in. How did you approach the situation, and what was the outcome?~~
- ~~• Have you ever been caught unaware by a problem or obstacle that you had not foreseen? What happened?~~

~~Situational~~

- ~~• You are angry about an unfair decision. How do you react?~~
- ~~• Your boss is vexed by a recurring misconception about your team or a process. Do you respond? How?~~

~~General~~

- ~~• Describe what you would classify as a "crisis."~~
- ~~• How do you know when you are stressed? What do you do to de-stress?~~
- ~~• What do you do when others resist or reject your ideas or actions?~~
- ~~• How would your past employers or others describe your response to hectic or stressful situations?~~
- ~~• What kinds of events cause you stress?~~

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Teamwork Orientation

Behavioral

- ~~Tell me about a time when a team project failed.~~
- ~~Tell me about a time when you needed to work as part of a team to satisfy a client or resolve an issue.~~
- ~~Tell me about a time you worked on a cross-functional team. Were there different challenges compared to a departmental task team?~~
- ~~When groups work together, conflict often erupts. Tell me about a time that conflict occurred in one of your workgroups and what you did about it.~~
- ~~Tell me about a time you pitched in to help a team member finish a project even though it "wasn't your job." What was the result?~~
- ~~Tell me about a situation in which political power plays affected team dynamics. How did you or the team overcome this situation, and how could the situation have been avoided?~~
- ~~Tell me about a time when you were a part of a great team. What was your part in making the team effective?~~
- ~~Tell me the role you play within workgroups and why.~~
- ~~Tell me about the most effective contribution you have made as part of a task group or special project team.~~
- ~~Have you ever worked on a virtual team? If so, tell me about this experience. What were the team dynamics? Was the team successful? If not, what do you perceive to be the advantages and disadvantages of this type of team? What would you do differently? How would you suggest creating team cohesiveness in a virtual setting?~~

Situational

- ~~The project is brought to a lull (or worse, a halt) due to a co-worker's lack of productivity. What are your next steps?~~
- ~~You're in a group where individual performance is highly rewarded and regarded. One teammate is not as productive as the rest. You could help him and reduce your own productivity or not help, and the team suffers. How do you handle this?~~

General

- ~~What do you think are the best and worst parts of working in a team environment? How do you handle it?~~

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

- ~~If I asked several of your co-workers, friends or others about your greatest strength as a team member, what would they tell me?~~
- ~~What do you think makes a team of people work well together? What makes them not work well together?~~
- ~~How would people you work with describe you?~~
- ~~What is essential for a team to be successful?~~
- ~~Who is the most valuable "player" on any team?~~

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Technical Capacity

Behavioral

- ~~The last time that you experienced a technical problem during your day, to whom did you go for help? Why did you choose this person?~~
- ~~Tell me about a time when you used your technical knowledge to solve a problem that appeared to be unsolvable.~~
- ~~Describe a technical report that you had to complete. What did the report entail? What was the purpose? Who was the audience?~~
- ~~Describe a time when you had to share data electronically. What went well and what did not?~~

Situational

- ~~You need to merge a document from Excel to Word. Can it be done?~~
- ~~Someone needs money sent to a certain account (say, to buy tickets for a prospective client). Only you have the requisite information and authority. What do you look for in the URL to ensure security with the site?~~
- ~~An employee e-mails a Word presentation to you. How would you get that presentation to an overhead PowerPoint projection?~~
- ~~Say a weather emergency keeps team members from going to the meeting site, but a meeting has to happen. How would you assemble meeting participants?~~
- ~~Several team members in several different states need to collaborate. What are the best steps to accomplish that? How would you facilitate?~~

General

- ~~Describe the types of network security features you have worked on in the past.~~
- ~~How would you describe your skills in Word, Excel, PowerPoint and Access (relevant software used in the job)? Beginner, intermediate or advanced?~~
- ~~What do you believe is your most honed skill?~~
- ~~In your opinion, how does managing a staff of healthcare workers differ, if any, from managing other kinds of workers?~~

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

- ~~What characteristics do you feel are necessary for success as a healthcare worker?~~
- ~~What support, either administrative or technical assistance, did you receive in your previous positions?~~
- ~~Describe the ideal technical support you would need to be most effective as a Director on our Board of Directors.~~
- ~~How can technology help this position function?~~

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Thoroughness

Behavioral

- ~~What means have you used to focus on detail and to keep from making mistakes?~~
- ~~When there's a decision for a new important process, what means do you use to communicate step-by-step processes to ensure other people understand and will complete the process correctly?~~
- ~~Tell me the steps you take to monitor the quality of your work in your current job.~~
- ~~How do you decide when something is "good enough" or when it needs to be as close as possible to perfection? When have you had to make this determination? Explain.~~
- ~~Describe a time when you failed to satisfy a client or customer due to some minor neglect. What did you do to correct it?~~

Situational

- ~~After repairing something, you notice you've left a small amount of debris where you did the work. What do you do?~~

General

- ~~Tell me how the quality of your work affects others around you. Give me an example.~~
- ~~Describe "thoroughness."~~

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: SUGGESTED GUIDANCE TO FILL A BOARD VACANCY BY APPOINTMENT	
Scope: Board of Directors	Manual: BOD Policy Manual – Administration
Source: Board of Directors	Effective Date:

Time Management

Behavioral

- Have you worked under time constraints before? Give us an example.
- Was there a time when you struggled to meet a deadline? Tell us about it.
- Describe a time you identified a barrier to your (or to others') productivity and what you did about it.
- When you have a lot of work to do or multiple priorities, how do you get it all done? Give me an example.
- Tell me about a time when you had to choose between two priorities, one of which was related to a commitment to a board of directors. How did you prioritize these?

Situational

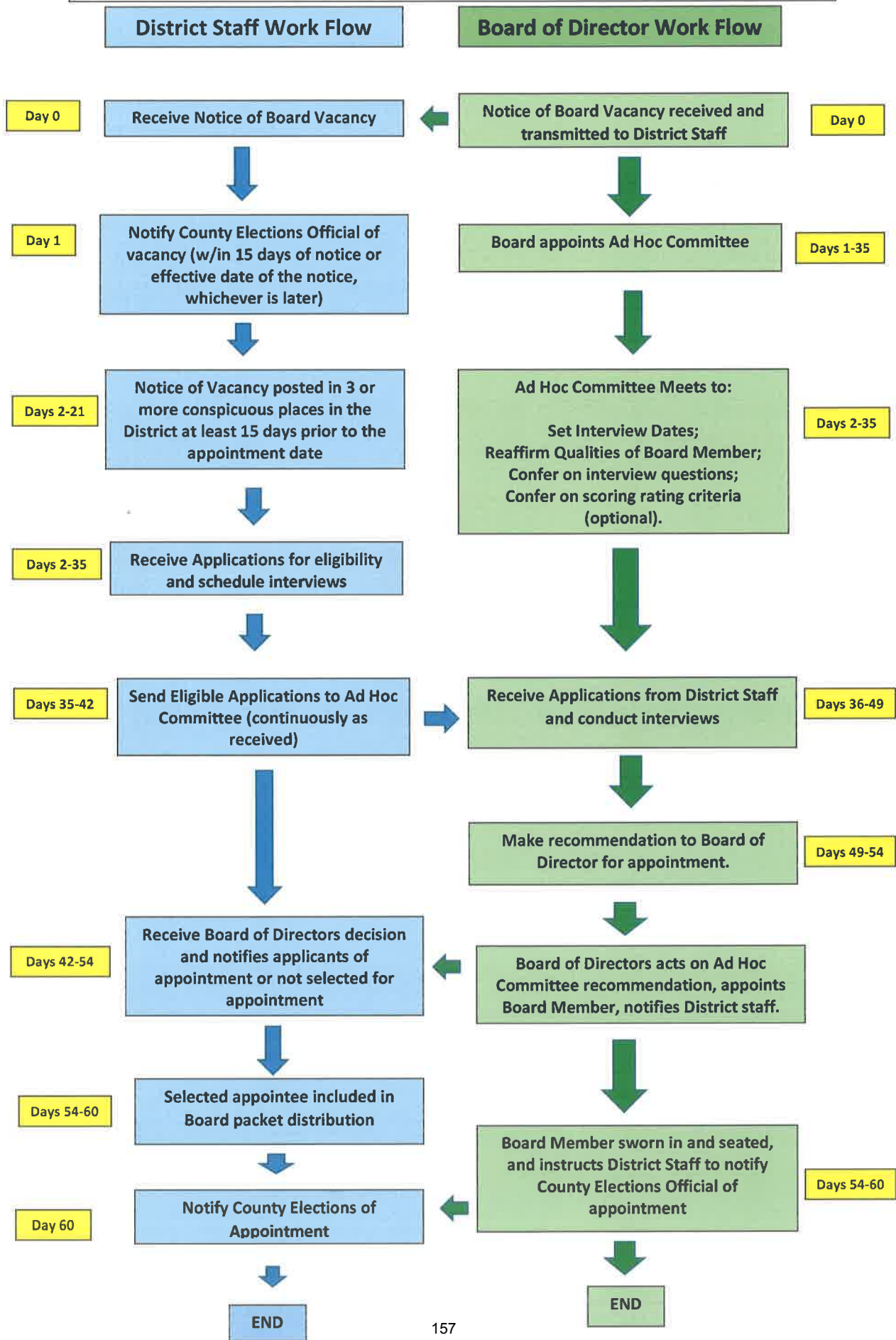
- It's 4:30 on a Friday afternoon. You are given a bit of reading to do that needs to be finished by 8:00 Monday morning. You have already made plans to be away the entire weekend. What would you do?
- You work an eight hour day. You have eight tasks of equal measure that are due that day. You have a board meeting later that day. What do you do to ensure you have enough time for all of this?

General

- Tell me about your productivity and time management skills.
- What do you do when someone else is late and preventing you from accomplishing your tasks?
- How do you determine what amount of time is reasonable for a task?
- How do you keep yourself from feeling overwhelmed when various projects in process are equally important?
- What percentage of time did you spend on each functional area of your job or your volunteer activities?
- Describe the workload, if you have one, at your current position. How do you feel about it? What would you change about it, if you could?
- Define time management.
- Do you feel you will have adequate time to devote to the business this Board of Directors is involved in?

Work Flow for Appointments to Fill Board Vacancy

(With Approximate Time Frames)



**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Use by NIHD Directors of District Email Accounts	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: 05/16/2018

PURPOSE: Establish policy and procedure for appropriate use of the District’s official email accounts by Northern Inyo Healthcare District (NIHD) Board of Directors (BOD)

POLICY:

1. The District shall issue an official email address, using the District’s domain name for all Directors.
2. The District shall provide technical support to enable Directors to access their official email accounts from mobile devices and home computers.
3. No Director shall conduct District business on any email account other than the official District email account.
4. Director’s emails pertaining to District business shall not be deleted during the Director’s term of office.
5. Non-District related emails may be deleted at the Directors discretion.
6. All emails related to District business are understood to be a part of the public record.

PROCEDURE:

1. Communications from District staff to Directors regarding District business shall utilize the Directors official email accounts. A Director may not request, such communications be sent to a different email account.
2. Directors are required to use their official email for District-related communications. Email communications on a Director’s personal or business account that relate to District business are subject to disclosure under the Public Records Act. Directors who knowingly or inadvertently use a personal or other business account shall make their personal and/or business email account available for review by the District’s legal counsel when necessary to comply with a request under the Public Records Act.
3. The Director shall not delete any District Board related emails until such time as approved copies have been saved and stored in the District IT system.
4. In order to avoid inadvertent violations of the Brown Act, Directors and staff shall exercise caution when using the “reply all” email function. Directors may not communicate with more than one other Director including via email, except for trivial or scheduling matters. It is to be understood that comments or questions in a “reply all” response may constitute a serial meeting under the Brown Act.

REFERENCES:

1. Public Records Act
2. Ralph M. Brown Act

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Use by NIHD Directors of District Email Accounts	
Scope: Board of Directors	Manual: BOD Policy Manual - Administration
Source: Board of Directors	Effective Date: 05/16/2018

Approval	Date
Board of Directors	05/16/2018
Last Board of Directors Review	05/16/2018

Developed: April 2, 2018

Reviewed:

Revised:

Supersedes:

Index Listings:

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

Date: Friday, August 7, 2020

Title: **BOARD BUDGET**

Presenter(s): Genifer Owens
Controller

Synopsis: The Board approved the operating budget for fiscal year 2021 on June 24, 2020. This will be a presentation of the approved operating budget for the Board, cost center 8620 "Governing Board", that was included with the approved expenses.

Prepared by: Genifer Owens, Controller
Name
Title

Reviewed by: VINAY BEHL
Name
Title

Approved by: Kelli Davis
Name
Title

FOR EXECUTIVE TEAM USE ONLY:

Date of Executive Team Approval: _____ Submitted by: _____
Chief Officer

NIHD Operating Budget FY 2020-2021

Department	Governing Board
Cost Center	8620

Approved Professional Fees

Contract Services

M29 Technology Services - Board Packet	\$	2,400
Cycle of Business - Strategic Planning w/David Sandberg	\$	5,000

Approved Professional Fees	\$	7,400
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Approved Other Admin Costs

Other Admin Costs

Board Meeting Payments	\$	7,100
ACHD Conference	\$	900

Approved Other Admin Costs	\$	8,000
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* Note that due to COVID-19, employees are not currently authorized to travel for educational purposes for these items does not authorize costs to be incurred.

Total Operating Budget	\$	15,400
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**NORTHERN INYO HEALTHCARE DISTRICT
RECOMMENDATION TO THE BOARD OF DIRECTORS
FOR ACTION**

Date: Friday, August 7, 2020

Title: **APPROVAL OF BOARD RESOLUTION 20-09**

Synopsis: Board Resolution 19-03 was approved March 20, 2019 resolving the Chief Executive Officer, Chief Operating Officer, Chief Nursing Officer, and Chief Financial Officer be authorized to operate all financial accounts of the organization and create additional accounts as needed to meet business needs. It is recommended that Board Resolution 20-09 be approved and adopted to update the officers which may operate financial accounts and authorize individuals in the positions of Chief Executive Officer, Chief Operating, Chief Nursing Officer, Revenue Cycle Director, and Director of Rural Health Clinics and Northern Inyo Associates Clinics to sign for financial transactions. This resolution would be effective Wednesday, August 19, 2020 should it be adopted. Board Resolution 20-09 will supersede Board Resolution 19-03.

Prepared by: Genifer Owens, Controller
Name
Title

Reviewed by: VINAY BEHL
Name
Title of Chief who reviewed

Approved by: VINAY BEHL
Name
Title of Chief who approved

FOR EXECUTIVE TEAM USE ONLY:

Date of Executive Team Approval: _____ Submitted by: _____
Chief Officer

NORTHERN INYO HEALTHCARE DISTRICT
DISTRICT BOARD RESOLUTION 20-09

WHEREAS, pursuant to Chapter 932 of the statues of 1933 was added to the California Government Code to create Health Care Districts; and

WHEREAS, the Board of Directors of Northern Inyo Healthcare District does hereby find that the deposit and withdrawal of money, the create and maintenance of accounts for the benefits and compensation of employees, payment of vendor and suppliers of the Healthcare District and its business entities as outlined in Section 1, Division 23, Article 2; of the Statue, and

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of Northern Inyo Healthcare District does hereby authorize the creation and maintenance of accounts, the deposits of monies and withdrawal of monies of Northern Inyo Healthcare District for the purpose operating the business entities of the District and,

BE IT FURTHER RESOLVED by the Board of Directors of Northern Inyo Healthcare District that individuals in the positions of Chief Executive Officer, Chief Operating Officer, Chief Nursing Officer, Chief Financial Officer, and Controller be authorized to operate all financial accounts of the District and to create accounts as need to meet business needs.

BE IT FURTHER RESOLVED by the Board of Directors of Northern Inyo Healthcare District that individuals in the positions of Chief Executive Officer, Chief Operating Officer, Chief Nursing Officer, Revenue Cycle Director, and Director of Rural Health Clinic and Northern Inyo Associates Clinics may sign for financial transactions for withdrawals of money including payments issued by check.

BE IT FURTHER RESOLVED by Northern Inyo Healthcare District Board of Directors that signatures may be stored and printed on checks written by the District.

BE IT FURETHER RESOLVED by the Board of Directors of Northern Inyo Healthcare District that this District Board Resolution 20-09 supersedes District Board Resolution 19-03 approved on the 20th day of March, 2019.

Jean Turner, President Date
Northern Inyo Healthcare District

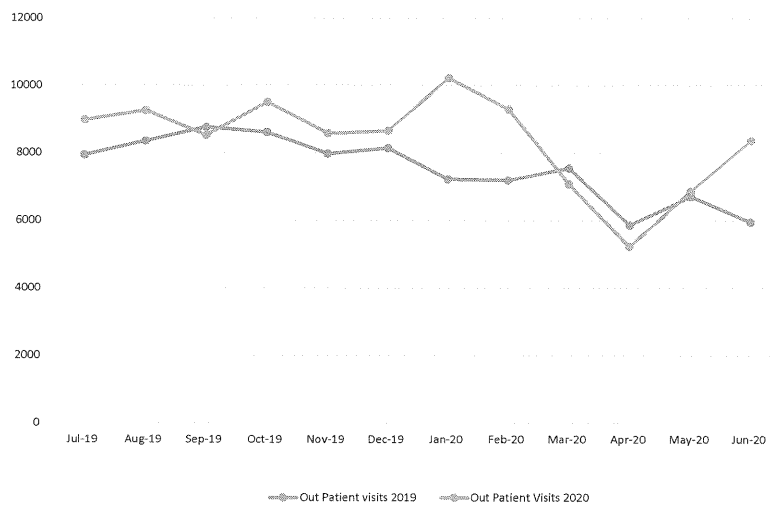
Attest: Name & Position Date
Northern Inyo Healthcare District

NIHD Statistics FY 2020

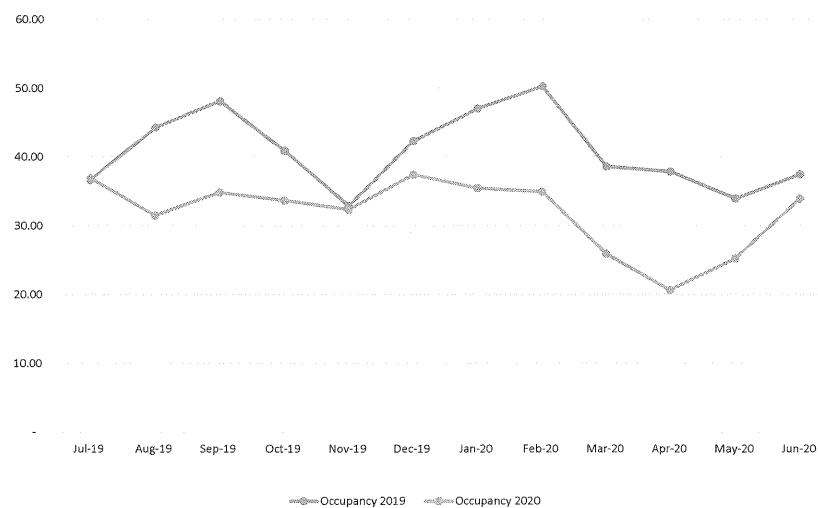
	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Acute Patient Days	240	191	211	203	216	247	218	228	172	144	162	196
Swing Bed Census Days	7	15	23	14	3	16	10	7	6	6	10	30
Observation Days	39	38	36	44	32	27	47	36	23	10	24	37
Total Inpatient Utilization	286	244	270	261	251	290	275	271	201	160	196	263
Average Daily Inpatient Census	9.2	7.9	9.0	8.4	8.4	9.4	8.9	9.3	6.5	5.2	6.3	8.8
ER Visits	889	868	641	767	726	703	825	736	601	338	542	626
ER Visits per Day	28.7	28.0	21.4	24.7	24.2	22.7	26.6	25.6	19.4	11.3	17.5	20.9
Operating Room Inpatients	23	19	20	23	16	21	21	17	9	9	14	23
Operating Room Outpatients	93	90	104	118	92	82	104	83	66	13	52	68
RHC Visits	2377	2675	2437	2597	2423	2545	2989	2795	2179	1784	2166	2411
NIA Clinic Visits	1924	2027	1864	2030	1951	1829	2034	1844	1145	1165	1507	1924
OP Visits	4678	4549	4222	4878	4203	4279	5196	4652	3747	2274	3183	4025
Occupancy	0.32	0.25	0.28	0.27	0.29	0.33	0.29	0.30	0.23	0.17	0.22	0.26
Discharges	114	86	87	92	86	125	99	106	83	62	81	83
Discharges w/o Newborns	93	67	70	79	75	102	86	93	69	52	73	70
Average Stay	2.64	2.94	3.06	2.74	2.92	2.47	2.56	2.48	2.53	2.65		
	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Occupancy 2019	36.65	44.26	48.13	40.90	32.93	42.32	47.10	50.29	38.58	37.87	33.94	37.47
Occupancy 2020	36.90	31.48	34.84	33.68	32.39	37.42	35.48	34.97	25.94	20.65	25.29	33.94
	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Out Patient visits 2019	7928	8346	8762	8615	7968	8134	7212	7182	7540	5855	6703	5951
Out Patient Visits 2020	8979	9251	8523	9505	8577	8653	10219	9291	7071	5223	6856	8360

Beds*Day: 750

Utilization OP visits



Utilization-Inpatient visits



Northern Inyo Healthcare District

Preliminary Balance Sheet

Fiscal 2020 by Month

	Month Ending 07/31/2019	Month Ending 08/31/2019	Month Ending 09/30/2019	Month Ending 10/31/2019	Month Ending 11/30/2019	Month Ending 12/31/2019	Month Ending 01/31/2020	Month Ending 02/29/2020	Month Ending 03/31/2020	Month Ending 04/30/2020	Month Ending 05/31/2020	Month Ending 06/30/2020
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Assets												
Current Assets												
Cash and Liquid Capital	2,333,481	4,240,784	5,617,424	5,638,668	4,705,434	2,982,346	4,956,084	3,007,207	5,269,679	29,794,230	35,395,220	36,403,915
Short Term Investments	22,087,312	18,030,048	16,969,123	13,948,218	12,748,749	13,606,064	12,095,138	12,095,163	8,595,687	8,654,047	22,913,422	22,349,926
PMA Partnership	801,030	801,030	801,030	801,030	801,030	801,030	801,030	801,030	801,030	801,030	801,030	667,978
Accounts Receivable, Net of Allowance	18,338,853	18,986,566	18,277,644	17,658,037	19,273,035	18,569,620	19,933,244	19,245,155	17,817,563	16,919,821	9,895,438	11,609,269
Other Receivables	3,412,514	4,240,486	4,960,242	5,699,313	6,618,109	7,302,823	8,101,122	9,317,590	11,143,968	3,323,729	1,113,716	1,828,341
Inventory	2,224,055	2,121,719	2,022,787	2,051,595	2,066,980	2,072,031	2,063,302	2,075,079	2,113,674	2,141,003	2,129,493	1,828,081
Prepaid Expenses	1,425,299	1,531,368	1,907,225	1,481,733	1,581,963	1,373,576	1,397,339	1,484,119	1,571,446	1,052,491	1,134,808	1,465,195
Total Current Assets	50,622,544	49,952,001	50,555,475	47,278,594	47,795,300	46,707,489	49,347,260	48,025,343	47,313,047	62,686,352	73,383,127	76,152,705
Assets Limited as to Use												
Internally Designated for Capital Acquisitions	1,193,799	1,193,799	1,193,799	1,193,799	1,193,799	1,193,799	1,193,799	1,193,799	1,193,799	1,193,799	1,193,799	1,193,799
Short Term - Restricted	150,577	150,577	150,577	150,577	150,577	150,577	150,577	150,577	150,577	150,577	150,577	150,627
Limited Use Assets												
LAFB - DC Pension Board Restricted	686,171	744,075	804,601	804,601	804,601	746,697	746,697	746,697	746,697	746,697	1,079,603	1,142,614
DB Pension	13,632,410	13,632,410	13,632,410	13,632,410	13,632,410	13,632,410	13,632,410	13,632,410	13,632,410	13,632,410	13,632,410	13,632,410
PEPRA	5,338	5,338	5,338	5,338	5,338	5,338	5,338	5,338	5,338	5,338	5,338	5,338
Total Limited Use Assets	14,323,919	14,381,823	14,442,349	14,442,349	14,442,349	14,384,445	14,384,445	14,384,445	14,384,445	14,384,445	14,717,351	14,780,362
Revenue Bonds Held by a Trustee	2,980,328	3,143,938	3,307,345	3,470,760	3,632,529	2,416,664	2,579,818	2,741,543	2,903,351	3,064,107	3,223,901	3,014,027
Total Assets Limited as to Use	18,648,622	18,870,137	19,094,070	19,257,485	19,419,254	18,145,484	18,308,639	18,470,364	18,632,171	18,792,928	19,265,628	19,138,815
Long Term Assets												
Long Term Investment	1,739,575	1,746,188	1,749,128	1,750,468	1,754,585	1,753,478	1,753,818	1,759,028	1,762,431	1,777,393	1,781,216	1,779,144
Fixed Assets, Net of Depreciation	77,610,453	77,275,558	76,951,686	76,589,862	76,820,297	76,883,012	77,194,111	77,057,570	76,946,807	76,793,559	76,453,171	76,217,642
Total Long Term Assets	79,350,028	79,021,745	78,700,814	78,340,330	78,574,882	78,636,490	78,947,929	78,816,598	78,709,238	78,570,953	78,234,387	77,996,786
Total Assets	148,621,194	147,843,884	148,350,358	144,876,409	145,789,436	143,489,463	146,603,827	145,312,305	144,654,456	160,050,232	170,903,142	173,288,306
Liabilities												
Current Liabilities												
Current Maturities of Long-Term Debt	4,465,539	4,465,539	4,465,539	3,600,539	3,600,539	2,465,539	2,465,539	2,465,539	2,246,298	2,187,376	2,109,191	2,062,926
Accounts Payable	4,709,388	3,745,155	4,366,981	4,005,024	4,092,962	3,635,428	5,583,625	6,144,498	6,570,751	5,416,798	5,919,329	7,203,552
Accrued Payroll and Related	7,138,073	7,556,147	7,887,511	6,825,530	6,982,123	7,051,240	6,982,090	5,972,170	6,283,682	6,353,029	6,285,412	7,111,246
Accrued Interest and Sales Tax	247,323	371,317	204,632	309,880	420,743	122,728	239,809	349,330	484,801	357,882	539,871	259,802
Notes Payable - PPP											8,927,628	8,927,628
Unearned Revenue	(2)	(2)	(2)	(2)	(2)	-	-	-	(99,056)	15,608,590	19,240,118	21,404,650
Due to 3rd Party Payors	2,341,874	2,341,874	2,341,874	2,341,874	2,341,874	2,341,874	2,341,874	2,341,874	2,341,874	2,341,874	2,341,874	2,341,874
Due to Specific Purpose Funds	(25,098)	(25,098)	(25,098)	(25,098)	(25,098)	(25,098)	(25,098)	(25,098)	(25,098)	(25,098)	(25,098)	(25,098)
Other Deferred Credits - Pension	3,481,540	3,481,540	3,481,540	3,481,540	3,481,540	3,481,540	3,481,540	3,481,540	3,481,540	3,481,540	3,481,540	3,481,540
Total Current Liabilities	22,358,638	21,936,473	22,722,977	20,539,289	20,894,682	19,073,252	21,069,379	20,729,655	21,284,792	35,721,990	48,819,866	52,768,120
Long Term Liabilities												
Long Term Debt	39,546,947	39,546,947	39,253,947	39,253,947	39,253,947	39,253,947	39,253,947	39,253,947	39,253,947	39,253,947	39,253,947	39,253,947
Bond Premium	477,404	473,013	468,621	467,367	462,975	452,938	448,546	444,155	439,763	435,372	430,980	426,589
Accreted Interest	13,630,813	13,741,362	13,851,910	13,962,459	14,073,008	14,183,557	14,294,105	14,404,654	14,515,203	14,625,752	14,736,300	14,846,849
Other Non-Current Liability - Pension	32,705,323	32,705,323	32,705,323	32,705,323	32,705,323	32,705,323	32,705,323	32,705,323	32,705,323	32,705,323	32,705,323	32,705,323
Total Long Term Liabilities	86,360,487	86,466,644	86,279,802	86,389,096	86,495,253	86,595,764	86,701,922	86,808,079	86,914,236	87,020,393	87,126,551	87,232,708
Suspense Liabilities	273,278	(66,973)	192,611	(67,741)	(88,584)	22,871	(194,898)	(123,319)	160,467	(174,300)	21,663	(56,746)
Uncategorized Liabilities	-	-	-	-	-	-	-	33,281	29,796	28,488	28,141	191,851
Total Liabilities	108,992,402	108,336,144	109,195,390	106,860,644	107,301,351	105,691,888	107,576,402	107,447,895	108,389,291	122,596,572	135,996,220	140,135,933
Fund Balance												
Fund Balance	39,149,756	38,023,271	37,902,219	37,549,448	36,410,245	36,882,564	36,192,055	37,401,904	36,238,890	34,639,645	35,828,140	31,116,870
Temporarily Restricted	1,605,520	1,605,520	1,605,520	1,605,520	1,605,520	1,605,520	1,625,520	1,625,520	1,625,520	1,625,520	1,625,520	1,625,520
Net Income	(1,126,485)	(121,052)	(352,771)	(1,139,203)	472,319	(690,509)	1,209,849	(1,163,014)	(1,589,245)	1,188,495	(2,546,738)	409,982
Total Fund Balance	39,628,792	39,507,739	39,154,968	38,015,765	38,488,065	37,797,576	39,027,425	37,864,410	36,265,165	37,453,660	34,906,923	33,152,372
Liabilities + Fund Balance	148,621,194	147,843,884	148,350,358	144,876,409	145,789,436	143,489,463	146,603,827	145,312,305	144,654,456	160,050,232	170,903,142	173,288,306

Northern Inyo Healthcare District
Preliminary Statement of Revenues, Expenses, and Changes in Net Position
Fiscal 2020 by Month

	Month To Date 07/31/2019	Month To Date 08/31/2019	Month To Date 09/30/2019	Month To Date 10/31/2019	Month To Date 11/30/2019	Month To Date 12/31/2019	Month To Date 01/31/2020	Month To Date 02/29/2020	Month To Date 03/31/2020	Month To Date 04/30/2020	Month To Date 05/31/2020	Month To Date 06/30/2020	Year to Date Fiscal 2020
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Provider Relief Grant	0	0	0	0	0	0	0	0	99,057	700,676	1,364,799	0	2,164,532
Net Patient Revenue	7,391,730	7,993,631	7,219,200	8,909,305	8,254,145	8,163,273	8,518,117	7,539,732	6,339,629	5,159,649	5,679,047	8,116,710	89,284,168
Total Net Patient Revenue	7,391,730	7,993,631	7,219,200	8,909,305	8,254,145	8,163,273	8,518,117	7,539,732	6,438,686	5,860,325	7,043,846	8,116,710	91,448,700
Cost of Services													
Salaries & Wages	2,255,959	2,246,352	2,160,717	2,285,326	2,260,215	2,235,030	2,169,008	2,144,411	2,306,957	1,999,126	2,082,140	2,131,326	26,276,567
Benefits	1,241,531	1,460,830	1,500,740	1,518,550	1,535,959	1,295,129	1,541,166	1,172,870	1,354,501	1,510,414	1,425,242	1,398,230	16,955,162
Professional Fees	1,573,161	1,377,956	1,582,614	2,001,268	1,744,298	1,802,637	1,532,994	1,741,260	1,823,012	1,393,179	1,062,884	2,025,446	19,660,709
Pharmacy	274,448	326,810	168,968	129,123	170,074	256,992	248,723	230,807	307,022	97,520	(92,043)	277,783	2,396,227
Medical Supplies	386,324	279,979	441,777	461,053	376,943	296,824	429,934	483,012	363,524	225,429	236,510	518,908	4,500,217
Hospital Operations	(80,000)	(50,000)	0	0	(50,000)	(45,000)	0	(75,000)	0	(205,000)	0	0	(505,000)
Other Direct Costs	411,305	437,591	413,281	343,852	444,652	490,467	360,738	478,283	507,459	377,485	346,433	562,693	5,174,239
Bad Debt	984,441	563,345	2,827	1,863,840	(182,825)	1,087,489	(413,729)	1,165,940	153,102	416,771	384,635	(888,485)	5,137,351
Total Cost of Services	7,207,169	6,742,863	6,270,924	8,603,012	6,399,316	7,509,568	5,868,834	7,491,583	6,815,577	6,224,924	5,445,801	6,025,901	80,605,472
Gross Margin	184,561	1,250,768	948,276	306,293	1,854,829	653,705	2,649,283	48,149	(376,891)	(384,599)	1,598,045	2,090,809	10,843,228
Gross Margin %	2.50	15.65	13.14	3.44	22.47	8.01	31.10	0.64	(5.95)	(7.07)	28.14	25.76	12.14
General and Administrative Overhead													
Salaries & Wages	331,063	392,984	370,129	385,035	355,025	366,275	341,528	355,207	367,916	383,971	699,368	333,485	4,681,986
Benefits	304,863	284,362	301,804	259,498	294,747	276,811	259,609	267,338	270,688	337,171	258,528	267,086	3,382,505
Professional Fees	100,405	120,046	160,328	499,924	465,386	(26,758)	173,368	76,669	143,083	(98,238)	100,950	398,063	2,113,226
Depreciation and Amortization	357,440	357,440	357,440	356,052	373,786	374,459	346,648	350,498	347,921	348,193	348,359	357,427	4,275,663
Other Administrative Costs	329,442	284,218	364,094	(184,527)	183,620	453,891	440,919	222,917	77,125	(252,027)	(252,027)	415,498	2,665,081
Total General and Administrative Overhead	1,423,213	1,439,050	1,553,795	1,315,982	1,672,564	1,444,678	1,562,072	1,272,629	1,206,733	1,301,008	1,155,178	1,771,559	17,118,461
Net Margin	(1,238,652)	(188,282)	(605,519)	(1,009,689)	182,265	(790,973)	1,087,211	(1,224,480)	(1,583,624)	(1,665,607)	442,867	319,250	(6,275,233)
Net Margin %	(17)	(3)	(10)	(12)	3	(11)	19	(16)	(23)	(27)	8	5	(7)
Financing Expense	231,817	231,818	232,614	233,133	231,047	233,111	227,752	225,061	264,392	293,023	308,432	229,876	2,962,076
Financing Income	186,339	186,339	186,339	186,338	186,339	186,339	209,723	209,722	209,723	209,722	209,722	209,722	2,376,367
Investment Income	61,788	23,353	192,430	59,928	14,281	38,323	50,852	33,697	34,548	99,268	(8,295)	43,084	553,257
Miscellaneous Income	84,018	42,237	196,758	54,462	65,059	103,102	83,603	37,695	77,260	2,890,695	(2,829,840)	121,468	926,717
Change in Net Position	(1,138,324)	(168,171)	(352,806)	(942,094)	216,897	(696,320)	1,203,637	(1,168,427)	(1,546,485)	1,241,255	(2,493,978)	463,648	(5,380,968)

CONFLICT OF INTEREST CODE OF THE NORTHERN INYO HEALTHCARE DISTRICT COUNTY OF INYO, STATE OF CALIFORNIA

SECTION 1: Purpose

Pursuant to California Government Code section 87300, *et seq.*, the Northern Inyo Healthcare District hereby adopts the following Conflict of Interest Code. Nothing contained herein is intended to modify or abridge the provisions of the *Political Reform Act of 1974* (California Government Code section 81000). The provisions of this Conflict of Interest Code are additional to California Government Code section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Conflict of Interest Code shall be interpreted in a manner consistent therewith.

SECTION 2: Designated Positions

The positions listed on Appendix “A” are designated positions. Persons holding these designated positions are designated positions and are deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest.

SECTION 3: Disclosure Statements

Each designated position is assigned to one or more of the disclosure categories as set forth in Appendix “B”. Each person in a designated position shall file a statement of financial interest disclosing that person’s interest in investments, business positions, real property, and income, designated as reportable under the disclosure category to which the person’s position is assigned on Appendix “A”.

Notwithstanding the disclosure category to which a consultant position is assigned by Appendix “A”, the Presiding Officer of the Northern Inyo Healthcare District’s Governing Board may determine in writing that a particular consultant is not required to fully comply with the disclosure requirements of the category designated for consultants on Appendix “A” even though a “designated” position is hired to perform a range of duties that are limited in scope. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent, if any, of the disclosure requirements for such consultant. Such written determination is a public record and shall be filed and retained for public inspection in the same manner and locations as is required for statements of financial interest.

SECTION 4: Place, Time, and Requirements of Filing

(A) Place of Filing.

All persons required to file a statement of financial interests shall file the original with the Inyo County Clerk, and a copy with the Presiding Officer of the Northern Inyo Healthcare District Governing Board.

(B) Time and Content of Filing.

The first statement by a person in a designated position upon the effective date of this Conflict of Interest Code shall be filed within thirty (30) days after the effective date of this Conflict of Interest Code, and shall disclose investments, business positions, and interest in real property held on the effective date of this Conflict of Interest Code and income received twelve (12) months before the effective date of this Conflict of Interest Code. The first statement by a person who assumes a designated position after the effective date of this Conflict of Interest Code shall be filed within thirty (30) days after assuming such position with the District and shall disclose investments, business positions, and interests in real property held, and income received, during the twelve (12) months before the date of assuming such position. After filing the first statement, each person in a designated position shall file an annual statement on or before April 1, disclosing reportable investments, business positions, interests in real property held, and income received, any time during the previous calendar year or since the date the person assumed the designated position during the calendar year. Every person in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held, and income received, at any time during the previous calendar year or since the date the person assumed the designated position during the calendar year. Every person in a designated position who leaves a designated position shall file, within thirty (30) days of leaving the position, a statement disclosing reportable investments, business positions, interests in real property held and income received, at any time during the period between the closing date of the last statement required to be filed, and the date of leaving the position.

SECTION 5: Contents of Disclosure Statement

Statements of financial interest shall be made on forms supplied by the Inyo County Clerk and shall contain all of the information as required by the current provisions of Government Code sections 87206 and 87207 for interest in investments, business positions, real property, and sources of income designated as reportable under the disclosure category to which the person's position is assigned on Appendix "A".

SECTION 6: Disqualification

A person in a designated position must disqualify himself or herself from making, or participating in the making, or using their official position to influence the making of any decision which will have a material financial effect, as distinguishable from its effect on the public generally, on any financial interest as defined in Section 87103 of the Government Code. No person in a designated position shall be required to disqualify himself or herself with respect to any matter which could not be legally acted upon or decided without his or her participation.

SECTION 7: Employment of Relatives or Family Members

Relatives of employees will not be employed on a permanent or temporary basis by Northern Inyo Healthcare District in such a way that the relative directly reports to the employee or the employee exercises any direct influence with respect to the relative's hiring, discipline, benefits, placement, promotions, evaluations, or pay. If two relatives/family members report to the same leader, the Business Compliance Team shall review the roles of the individuals and their relationship and make appropriate recommendations.

A relative or family member is defined as including any one of the following: any person who is related by blood or marriage, or whose relationship with the Workforce is similar to that of persons who are related by blood or marriage, including a domestic partner, and any person residing in the Workforce's household.

Examples of relationships by blood or marriage may include, but are not limited to any of the following: Parent, child, husband, wife, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, first cousin, step-parent, step-child, relationships by marriage, or domestic partner/cohabitating couple/significant other.

SECTION 8: Violations

This conflict of interest code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a governmental decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

**APPENDIX “A”
DESIGNATED POSITIONS**

**OF THE NORTHERN INYO HEALTHCARE DISTRICT
COUNTY OF INYO, STATE OF CALIFORNIA**

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
Members of the Board of Directors; Hospital Administrator/CEO; Chief Financial Officer; Chief Operating Officer	1
Chief Information Officer	2
Chief Human Resources Officer	2
Chief Nursing Officer	2
Chief Medical Officer	2
Director of Pharmacy	3
Director of Purchasing	3
Director of Laboratory	3
Director of Diagnostic Imaging	3
Dietary Director	3
Consultants, and Hospital District Legal Counsel	4

**APPENDIX “B”
OF THE NORTHERN INYO HEALTHCARE DISTRICT CONFLICT
OF INTEREST CODE**

DISCLOSURE CATEGORIES

An investment, business position, interest in real property, or income is reportable if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by a person in a designated position.

Designated persons in Disclosure Category “1” must report:

All investments, interests in real property and income, any business entity in which the person is a director, officer, partner, trustee, employee, or holds any position of management, and any such business position. Financial interests are reportable only if located within or subject to the jurisdiction of the Northern Inyo Healthcare District or if the business entity is doing business or planning to do business in the jurisdiction or has done business within the jurisdiction at any time during the two years prior to the filing of the statement.

Designated persons in Disclosure Category “2” must report:

- A. Investments in any business entity defined to be an “employer” or an “employment agency” within the meaning of the California Labor Code.
- B. Each source of income, provided that the income was furnished by or on behalf of any person defined to be an “employer, “labor organization”, “employment agency, or “joint apprenticeship council” within the meaning of the California Labor Code.
- C. His or her status as a director, officer, partner, trustee, employee, or any position of management in any business entity defined to be an “employer”, “employment agency”, labor organization”, or “joint apprenticeship council”, within the meaning of the California Labor Code.

Designated persons in Disclosure Category “3” must report:

- A. Investments in any business entity which, within the last two years, has contracted, or in the future foreseeably may contract with the Northern Inyo Healthcare District or with the State of California to provide services, supplies, materials, machinery or equipment to the department or division of the Healthcare District in which the persons serve as designated persons.

- B. Income from any source which, within the last two years, has contracted, or in the future foreseeably may contract with the Healthcare District or with the State of California to provide services, supplies, materials, machinery or equipment to the department or division of the Healthcare District in which the persons serve as designated persons.
- C. His or her status as director, officer, partner, trustee, employee, or holder of a position of management in any business entity, which, within the last two years, has contracted, or in the future foreseeably may contract with the Healthcare District or with the State of California to provide services, supplies, materials, machinery or equipment to the department or division of the Healthcare District in which the persons serve as designated persons.

Designated persons in Disclosure Category “4”:

Are consultants. A consultant is any natural person who provides, under contract, information, advice, or recommendation of counsel to the Northern Inyo Healthcare District. The disclosure required of each consultant shall be determined on a case by case basis by the Hospital Administrator/CEO, based on whether the consultant participates in the making of decisions on behalf of the Northern Inyo Healthcare District which may foreseeably and materially affect any investments, interests in real property, or sources of income conceivably held by the consultant, or any business entity in which the consultant may conceivably hold a business position. The scope of disclosure required of each consultant, if any, shall be determined by the Hospital Administrator/CEO in writing in each case, and may include, but is not limited to, any source listed in Disclosure Categories 1, 2, or 3 or this Appendix.

This acknowledges that the Northern Inyo Healthcare District adopted this Conflict of Interest Code on Wednesday, August 19, 2020.

Signature of Authorized Officer
Jean Turner, Governing Board Chair
Northern Inyo Healthcare District

AGREEMENT FOR EMPLOYMENT OF INTERIM CHIEF EXECUTIVE OFFICER

This EMPLOYMENT AGREEMENT is made as of this ____ day of _____, 2020, by and between KELLI DAVIS (“DAVIS”) and NORTHERN INYO COUNTY LOCAL HOSPITAL 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 located in Bishop, California.

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

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

AGREEMENT

1. Title and Scope of Employment

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

B. **DAVIS shall also continue to perform the duties of the Chief Operating Officer as those are specified in the existing job description.**

2. Term of Employment/At-Will Employment

A. The initial term of employment shall be for a term of one (1) year beginning on _____, 2020, (the "Effective Date") and terminating at 5:00 p.m. on _____, 201_. At all times, DAVIS shall be an "at will" employee as provided in Section 32121(h) of the *California Health & Safety Code* ("the CODE") and shall serve at the pleasure of the Board of Directors of the DISTRICT. DAVIS acknowledges that "at will" employees may be terminated by the DISTRICT at any time, with or without cause and without notice or an opportunity to be heard regarding such employment decisions and all such employees may voluntarily terminate their employment at any time.

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

C. Should the Board exercise its right to terminate DAVIS's employment as Interim Administrator and Chief Executive Officer, DAVIS shall be offered the opportunity to return to the position of Chief Operating Officer ("COO"), except if she is terminated "for cause" as specified in Section 9.4 of this Agreement. Should DAVIS return to the position of COO, her salary and compensation will be determined based on the salary schedule in effect for the COO position and shall be set at the discretion of the DISTRICT.

3. Place of Employment

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

4. Loyal and Conscientious Performance of Duties

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

5. Devotion of Full Time to the DISTRICT Business

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

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

5.3 This Agreement shall not be interpreted to prohibit DAVIS from making personal investments or conducting private business affairs, so long as those activities do not

materially or substantially interfere or compete in any way with the services required under this Agreement. DAVIS shall not directly or indirectly, acquire, hold, or obtain any ownership of other financial interest in any business enterprise competing with 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, DAVIS shall be paid an annual salary of _____ (“Base Salary”). Said sum shall be paid in equal installments structured, and on the same schedule as, pay periods for DISTRICT employees. In recognition that DAVIS is also performing the duties of the COO during the term of this Agreement, DAVIS shall also be paid an additional sum equal to ___[NEED THIS NUMBER] during the time that she performs the duties of both positions.

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

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

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

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

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

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

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

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

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

9. **Severance Compensation**

9.1 Termination by DISTRICT Without Cause; Pay in Lieu of Notice. In the event DAVIS'S employment is terminated by the DISTRICT for any reason other than: (1) "For Cause" (as defined in Section 9.4 below); or (2) due to the death of DAVIS, DAVIS will be offered the opportunity to return to her COO position at compensation set by the DISTRICT. Should DAVIS elect not to return to the COO position, DISTRICT will pay to DAVIS, subject to DAVIS signing a full release in a form set forth in **Exhibit 2**, a lump sum severance pay equal to **three months of DAVIS' Base Salary** ("Severance Pay"). The Severance Pay will be paid as specified

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

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

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

"For Cause" means termination by DISTRICT of DAVIS's employment: (i) by reason of DAVIS's serious abuse such as fraud, embezzlement, misappropriation of DISTRICT property, willful dishonesty towards, or deliberate injury or attempted injury to, the DISTRICT; (ii) by reason of DAVIS's material breach of this Agreement, including, but not limited to, performing services for a competitor during the term of this Agreement; (iii) by reason of DAVIS's intentional misconduct with respect to the performance of DAVIS's duties under this Agreement; or (iv) DAVIS's repeated failure to perform the essential functions of 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 DAVIS with written notice of what it reasonably believes are the grounds for any termination For Cause and DAVIS fails to take appropriate remedial actions during the ten (10) day period following receipt of such written notice.

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

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

12. Remedies. Enforcement of any provisions of this Agreement shall be by proceedings at law or in equity against any person of 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. DAVIS has been advised to seek the advice and counsel of her own legal counsel in reviewing and

executing this Agreement. Legal counsel for the DISTRICT has not rendered any advice to DAVIS in any matter or form whatsoever.

20. Facsimile Signature. Facsimile signature pages shall be deemed original signature pages and shall be admissible as the same in a court or other tribunal as though such were originals.

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

22. Notice. Any written notice given pursuant to this Agreement shall be deemed when either (a) personally served or (b) deposited in the United States Mail, first-class postage prepaid, addressed to the respective parties as follows:

To the District: President, Board of Directors
Northern Inyo County Local Hospital District
150 Pioneer Lane
Bishop, California 93514

To DAVIS: KELLI. DAVIS, InterimCEO/ Administrator

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

By _____
JEAN TURNER, President
Board of Directors

KELLI DAVIS

KELLI DAVIS

EXHIBIT 1

Job Duties

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

- To temporarily designate an individual to act for herself in 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 DAVIS 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 HOSPITAL but who are not subject to the medical staff peer review and privilege delineation process. Such reports shall be received by the Board in executive or closed session pursuant to *Health & Safety Code §32155* and applicable portions of the Ralph M. Brown Act (*Government Code §54900, et seq.*)
- To recruit physicians and other medical providers as same may be needed from time to time 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 _____, 2015 by and between Northern Inyo County Local Hospital District (“Employer”) and KELLI DAVIS, an individual (“Employee”).

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

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

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

The Severance Payment shall be reported by Employer on an IRS form W-2. Employee hereby declares that 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 (8th) 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 8th 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 his attorney(s), if any, and any other person or entity, including, but not limited to, any payment of applicable taxes, other than those payroll taxes withheld in accordance with this paragraph.

3. General Release and Discharge. Employee on behalf of herself, her descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby covenants not to sue and fully releases and discharges Employer, its subsidiaries, affiliates and joint ventures, past, present and future, and each of them, as well as its and their trustees, directors, officers, agents, attorneys, insurers, employees, representatives, partners, shareholders, assigns, predecessors and successors, past, present and future, and each of them (hereinafter together and collectively referred to as "Releasees") with respect to and from any and all claims, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, absolute or contingent, and whether or not concealed or hidden, which Employee now owns or holds or which Employee has at any time heretofore owned or held or may in the future hold against said Releasees, arising out of or in any way connected with Employee's employment relationship with Employer, the termination of Employee's employment with Employer, or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of said Releasees, or any of them, committed or omitted prior to the date of this Agreement. With the exception of the amount set forth under Paragraph 2 of this Agreement, such released and discharged claims include, but are not limited to, without limiting the generality of the foregoing, any claim under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code (excluding a claim under the California Workers' Compensation Act, or a claim for wages due and owing as of the date of this Agreement), ERISA, any claim for retirement benefits pursuant to a retirement plan sponsored by Employer, or any claim for severance pay, bonus, sick leave, holiday pay, life insurance, health or medical insurance or any other fringe benefit. In addition, Employee agrees and covenants not to file any suit, charge or complaint against Releasees with any administrative agency with regard to any claim, demand liability or obligation arising out of 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 her by the provisions of Section 1542 of the California Civil Code and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those related to

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

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

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

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

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

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

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

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

6. Confidentiality of Release Agreement. Employee shall keep confidential the terms and conditions of this Agreement, all communications made during the negotiation of this Agreement, and all facts and claims upon which this Agreement is based (collectively referred to as the “*Confidential Settlement Information*”). Neither Employee nor 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 she has occupied a position of trust and confidence with the Employer prior to the date hereof and has become familiar with the following, any and all of which constitute trade secrets of Employer (collectively, the "*Trade Secrets*"): (i) all information related to customers including, without limitation, customer lists, the identities of existing, past or prospective customers, customer contacts, special customer requirements and all related information; (ii) all marketing plans, materials and techniques including but not limited to strategic planning ; (iii) all methods of business operation and related procedures of the Employer; and (iv) all patterns, devices, compilations of information, copyrightable material, technical information, manufacturing procedures and processes, formulas, improvements, specifications, research and development, and designs, in each case which relates in any way to the business of Employer. Employee acknowledges and agrees that all Trade Secrets known or obtained by her, as of the date hereof, is the property of Employer. Therefore, Employee agrees that she will not, at any time, disclose to any unauthorized persons or use for his own account or for the benefit of any third party any Trade Secrets, whether Employee has such information in her memory or embodied in writing or other physical form, without Employer's prior written consent (which it may grant or withhold in its discretion), unless and to the extent that the Trade Secrets are or becomes generally known to and available for use by the public other than as a result of Employee's fault or the fault of any other person bound by a duty of confidentiality to the Employer, Employee agrees to deliver to Employer at any time Employer may request, all documents, memoranda, notes, plans, records, reports, and other documentation, models, components, devices, or computer software, whether embodied in a disk or in other form (and all copies of all of the foregoing), relating to the businesses, operations, or affairs of Employer and any other Trade Secrets that Employee may then possess or have under 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 she violates the provisions of this paragraph 8, Employer shall be entitled to seek specific performance of Employee's obligations under this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EMPLOYER:

Attention: _____

EMPLOYEE:

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

Executed this _____ day of _____, _____, at _____, California.

By _____

Executed this _____ day of _____, _____, at _____, California.

By _____

WAIVER OF 21 DAY CONSIDERATION PERIOD

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

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

EXECUTED this ____ day of _____, _____ at _____,
California.

KELLI DAVIS

AGREEMENT FOR EMPLOYMENT OF INTERIM CHIEF EXECUTIVE OFFICER

This EMPLOYMENT AGREEMENT is made as of this ____ day of _____, 2015, by and between KEVIN S. FLANIGAN, MD (“FLANIGAN”) and NORTHERN INYO COUNTY LOCAL HOSPITAL 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 located in Bishop, California.

C. The DISTRICT desires to engage and employ FLANIGAN as its full-time Administrator and Chief Executive Officer to serve at the pleasure of the Board of Directors of the DISTRICT pursuant to the terms and provisions of this Agreement.

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

AGREEMENT

1. Title and Scope of Employment

FLANIGAN shall be the Administrator and Chief Executive Officer (“CEO”) of HOSPITAL. In this regard, FLANIGAN agrees to devote such amount of time to the conduct of the business of HOSPITAL as may be reasonably required to effectively discharge his duties, subject to the supervision and direction of District’s Board of Directors. FLANIGAN 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 FLANIGAN 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. FLANIGAN acknowledges and understands that as the CEO and administrator of a Healthcare District hospital, he is a public officer and a public employee pursuant to California Law.

2. Term of Employment/At-Will Employment

The initial term of employment shall be for a term of one (1) year beginning on _____, 2015, (the “Effective Date”) and terminating at 5:00 p.m. on _____, 201_. At all times, FLANIGAN 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. FLANIGAN 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.

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

FLANIGAN 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 FLANIGAN 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, FLANIGAN 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 FLANIGAN 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. FLANIGAN 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. As of the Effective Date, FLANIGAN shall be paid an annual salary of _____ (“Base Salary”). Said sum shall be paid in equal installments structured, and on the same schedule as, pay periods for DISTRICT employees.

6.2. Retirement or Pension Benefits. FLANIGAN 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 FLANIGAN 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. FLANIGAN 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.

6.3 Paid Time Off. FLANIGAN shall be entitled to Paid Time Off ("PTO") as described in DISTRICTS's PTO policy as stated on Exhibit 2, attached hereto by this reference, incorporated herein as though set forth fully and at length. FLANIGAN shall, from _____ 2015 forward, accrue PTO at the top employee level set forth on such exhibit, to-wit; _____ hours per bi-weekly pay period.

6.4. Health Insurance and other Miscellaneous Benefits. FLANIGAN shall, effective _____, 2015 and 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, [? E.g., \$_____ 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. FLANIGAN 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 FLANIGAN 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 FLANIGAN 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 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. There shall be no reduction in salary. 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 FLANIGAN. 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 FLANIGAN 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 FLANIGAN 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 FLANIGAN 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 FLANIGAN'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 FLANIGAN, FLANIGAN will be paid, subject to FLANIGAN signing a full release in a form set forth in **Exhibit 3**, a severance pay equal to FLANIGAN's Base Salary for the period commencing on the date that Employee's employment is terminated and extending for a period of _____, subject to the limitations of this section (the "Severance Pay"). The Severance Pay will be paid on the same dates specified in Paragraph 6.1 for payment of FLANIGAN's Base Salary. Notwithstanding the foregoing, in no event during the term of this Agreement may monthly Severance Pay compensation paid after termination exceed the number of months remaining of the term of the Agreement at the time of termination. If FLANIGAN goes to work, or contracts to provide services, for another entity engaged in providing health care services during the period in which Severance Pay is being paid by the DISTRICT, regardless of the length of time he is employed, or performs services for such other entity, FLANIGAN shall not be entitled to any further Severance Pay under this Agreement.

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

9.3 Termination by FLANIGAN for any Reason; No Severance; Ninety-Day Notice Requested. In the event FLANIGAN terminates his employment with DISTRICT for any reason, FLANIGAN or FLANIGAN's estate will not be entitled to any Severance Pay. Except in

cases of death, FLANIGAN 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 FLANIGAN’s employment: (i) by reason of FLANIGAN’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 FLANIGAN’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 FLANIGAN’s intentional misconduct with respect to the performance of FLANIGAN’s duties under this Agreement; or (iv) FLANIGAN’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 FLANIGAN with written notice of what it reasonably believes are the grounds for any termination For Cause and FLANIGAN 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 FLANIGAN 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. FLANIGAN 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 FLANIGAN to the DISTRICT as provided for herein and that this Agreement is for personal services of FLANIGAN who shall not assign, sublet, delegate, or otherwise convey his rights and obligations pursuant to this Agreement. Any attempt to so assign by FLANIGAN shall be deemed null, void and shall entitle the DISTRICT to immediately terminate this Agreement, and FLANIGAN 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 Noel M. Caughman, Archer Norris, a Professional Corporation, general counsel of the DISTRICT. FLANIGAN 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 FLANIGAN in any matter or form whatsoever.

20. Facsimile Signature. Facsimile signature pages shall be deemed original signature pages and shall be admissible as the same in a court or other tribunal as though such were originals.

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

22. Notice. Any written notice given pursuant to this Agreement shall be deemed when either (a) personally served or (b) deposited in the United States Mail, first-class postage prepaid, addressed to the respective parties as follows:

To the District: President, Board of Directors
Northern Inyo County Local Hospital District
150 Pioneer Lane
Bishop, California 93514

To Flanigan: Kevin S. Flanigan, CEO/ Administrator

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

NORTHERN INYO COUNTY LOCAL HOSPITAL DISTRICT

By _____
M.C. HUBBARD, President
Board of Directors

KEVIN S. FLANIGAN, MD

EXHIBIT 1

Job Duties

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

- To temporarily designate an individual to act for 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 FLANIGAN 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 HOSPITAL but who are not subject to the medical staff peer review and privilege delineation process. Such reports shall be received by the Board in executive or closed session pursuant to *Health & Safety Code §32155* and applicable portions of the Ralph M. Brown Act (*Government Code §54900, et seq.*)
- To recruit physicians and other medical providers as same may be needed from time to time 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
PTO Policy

EXHIBIT 3
Form of Release

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (“Agreement”) is made this _____ day of _____, 2015 by and between Northern Inyo County Local Hospital District (“Employer”) and Kevin S. Flanigan, 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 (8th) 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 8th 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 his 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 him 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Employee acknowledges that he may hereafter 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 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, 29 U.S.C. § 621 et seq., 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 been advised to consult with legal counsel before signing this Agreement;

C. Employee received a copy of this Agreement on or about _____, _____, and has been informed that he has twenty-one (21) days within which to consider the Agreement; and

D. Employee is informed hereby that he has seven (7) days following the date of execution of this Agreement in which to revoke the Agreement.

Employee may revoke this Agreement in its entirety during the seven (7) days following his execution of this Agreement. Any revocation of the Agreement by Employee must be in writing and hand delivered to Employer during the revocation period. This Agreement will become effective and enforceable against Employee seven (7) days following execution by Employee, unless it is revoked during the seven (7) day period.

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 \$_____.

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 him, 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. 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.

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

15. Prior Litigation. Employee represents and warrants that, prior to executing this Agreement, 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.

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

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

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

of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

19. Advice from Counsel. Employee represents and agrees that 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.

20. 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.

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

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

EMPLOYER:

Attention: _____

EMPLOYEE:

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

Executed this _____ day of _____, _____, at _____, California.

By _____

Executed this _____ day of _____, _____, at _____, California.

By _____

WAIVER OF 21 DAY CONSIDERATION PERIOD

I, Kevin Flanigan, M.D. 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.

Kevin Flanigan, M.D.

**AGREEMENT BETWEEN NORTHERN INYO HEALTHCARE DISTRICT
AND JONES & MAYER
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, Northern Inyo Healthcare District (hereinafter referred to as "NIHD" or "District") may have the need for the legal services of the Jones & Mayer law firm hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall serve as General Counsel for NIHD, and furnish to NIHD, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the District to the Contractor to perform under this Agreement will be made by the Office of County Counsel. Requests to the Contractor for work or services to be performed under this Agreement will be based upon NIHD's need for such services. The District makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the District under this Agreement. NIHD by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if District should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and District laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from October 1, 2020 to October 1, 2021, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. NIHD shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A** which are performed by Contractor at the County's request.

B. Travel and per diem. District shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by District under this Agreement. Contractor shall request approval by the District prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the Administration Office of NIHD. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment **C**). District reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment **C**, or which are incurred by the Contractor without the prior approval of the District.

C. Incidental Expenses. District shall reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by District under this Agreement. Reimbursement by NIHD for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. Billing and payment. The billing and payment arrangement is set forth in Attachment B.

G. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, District will not withhold any federal or state income taxes or social security from any payments made by District to Contractor under the terms and conditions of this Agreement.

(2) District will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

- (3) Except as set forth above, District has no obligation to withhold any taxes or payments from sums paid by District to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. NIHD has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by District to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the District an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the District. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with District to ensure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the District. Contractor will provide District, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and District as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, District reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.epls.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment), District is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of District. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to District.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The District, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$ per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000.00** per occurrence or claim.

If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

- B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The District, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the District.

4. Waiver of Subrogation.

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

E. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

F. Verification of Coverage. Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

H. Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and no agent, officer, or employee of Contractor is to be considered an employee of District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the District. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of District.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless District, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, District shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of District, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which District determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by District without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to District.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. District has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of District.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by District in a timely manner, or fails in any way as required to conduct the work and services as required by District, NIHD may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the District. Any disclosure of confidential information by Contractor without the District's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the District, or who has been an adverse party in litigation with the District, and concerning such, Contractor by virtue of this Agreement has gained access to the District's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of District to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, District has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or District shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

NORTHERN INYO HEALTHCARE DISTRICT:
Administration
150 Pioneer Lane
Bishop, CA 93514

CONTRACTOR:

NIHD Standard Contract
(Independent Contractor - Schedule of Fees Including Incidental
Expenses/Schedule of Per Diem)

Page 9

Modified Contract No.

Ryan Jones, Partner
Jones & Mayer
6349 Auburn Blvd
Citrus Heights, CA

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN NORTHERN INYO HEALTHCARE DISTRICT
AND JONES & MAYER
FOR THE PROVISION OF LEGAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
2nd DAY OF

NORTHERN INYO HEALTHCARE DISTRICT

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Ryan Jones, Partner

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

District Counsel

APPROVED AS TO ACCOUNTING FORM:

Chief Financial Officer

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN NORTHERN INYO HEALTHCARE DISTRICT
AND JONES & MAYER
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: October 1, 2020 TO: October 1, 2021

SCOPE OF WORK:

Contractor shall provide General Counsel legal services for the District. That type of work includes, but is not limited to, the items listed in the Scope of Services section of the RFP for General Counsel Legal Services (released February 29, 2020) at pages 4-5.

ATTACHMENT A-1

**AGREEMENT BETWEEN NORTHERN INYO HEALTHCARE DISTRICT
AND JONES & MAYER
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: October 1, 2020 TO: October 1, 2021

**NORTHERN INYO HEALTHCARE DISTRICT
HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is made by and between the Northern Inyo Healthcare District, referred to herein as Covered Entity (“CE”), and of JONES & MAYER referred to herein as Business Associate (“BA”). This Agreement is effective as of October 1, 2020, (the “Agreement Effective Date”).

RECITALS

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require JONES & MAYER to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of

such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to

CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties

understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

Northern Inyo Healthcare District
By: _____

By: _____

Print Name: _____

RYAN JONES _____

Title: _____

Title: Partner, Jones & Mayer

Date: _____

Date: _____

ATTACHMENT B

**AGREEMENT BETWEEN NORTHERN INYO HEALTHCARE DISTRICT
AND JONES & MAYER
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: October 1, 2020 TO: October 1, 2021

SCHEDULE OF FEES:

Monthly retainer: Contractor will provide general legal services for \$7,600 per month. That monthly fee is capped at 40 hours per month. For general legal service above 40 hours per month, District will pay an hourly rate of \$200 for all attorneys. General legal services are those services which involve regular, recurring legal and factual issues. General legal services include: Attendance at District meetings, work with District staff on all agenda items for Board meetings, drafting, review and revision of District agendas, agreements, contracts, instruments, basic ordinances, reports, resolutions, and other documents as requested by District. The parties agree to assess the rate and proposed hours after 6 months and determine whether the rates are appropriate for both sides.

Litigation and special legal services include those matters which present unique legal and/or factual issues and are billed at a rate of \$225 per hour for attorney services and \$125 per hour for paralegal services. As with general legal services, all attorneys in our office would bill at this same hourly rate for litigation and special legal services. Special legal services differ from general legal services in that they are of an irregular non-recurring basis. Examples include all litigation, or a complex employment investigation.

The General Counsel may not unilaterally designate any matter as a special project. For any "special" matter, we will first need approval from the CEO or Board of Directors, and we will provide a proposed budget for said work before it is approved. It is our goal to keep as much work as possible under general legal services. While it may seem contrary for a law firm to want to reduce its billings, we have found that in order to maintain a healthy and long-term relationship with our municipal clients, keeping the billing reasonable is essential. If you ask our current clients, you will find that our billing practices are sensible because of our long-term approach to client relationships. Moreover, we appreciate that the money spent on our firm are precious tax dollars that could be used for other important municipal services. Local governments in California have limited resources and must spend their revenues judiciously.

Rate Guarantee. We propose freezing our rates for a period of two years, with rates to vary thereafter based upon the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for consumers in the Inyo County area, or another mutually agreed upon index.

Expense Reimbursement/Mileage. For all general legal services, we will bill three hours of travel time each way from to Bishop. We generally do not bill fax, word processing, or small reproduction

matters (under 100 pages). The firm will charge the client for actual necessary costs incurred for all of the following including but not limited to: court filing fees, attorney services (includes service of process fees, arbitrators, and mediators), messenger services, Lexis-Nexis research, overnight or express delivery services, mileage, parking fees, travel expenses, if applicable, including hotel, air travel and car rentals, actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page (b/w) and \$0.20 per page (color) if performed in house, and any other expense not listed above which becomes necessary to the successful resolution of a client matter. In addition to the above, we would charge travel time for litigation and special services.

Method of Payment/Payment terms. A monthly invoice is sent to the client by the 15th of each month. Payment in full is due within 45 days of receipt. Our current practice with our clients is to bill by 1/10th of an hour every month on the first of the month for the prior months' services and costs. Jones & Mayer uses the Timeslips billing system to track attorney fees and expenses. Attorneys are responsible for entering their time directly into the system. Costs are paid by Accounting through the QuickBooks system, then entered separately into Timeslips for billing to the client. The time entries and costs appear on the bill in line item form, enabling the client to easily review and approve individual entries. The invoices will include an itemized statement which indicates work completed and hours of service rendered. Individualized billing entries are made for both retainer and non-retainer services to allow tracking and evaluation of services rendered. We also prepare annual audit responses on behalf of our clients for all pending litigation matters as required by insurance carriers, accounting auditors or joint powers authorities, as applicable.

ATTACHMENT C

**AGREEMENT BETWEEN NORTHERN INYO HEALTHCARE DISTRICT
AND JONES & MAYER
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: October 1, 2020 TO: October 1, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the county's request and will be billed at cost.

Per diem travel from portal to portal will be at the current IRS rate.

Introduction and Financial Analysis



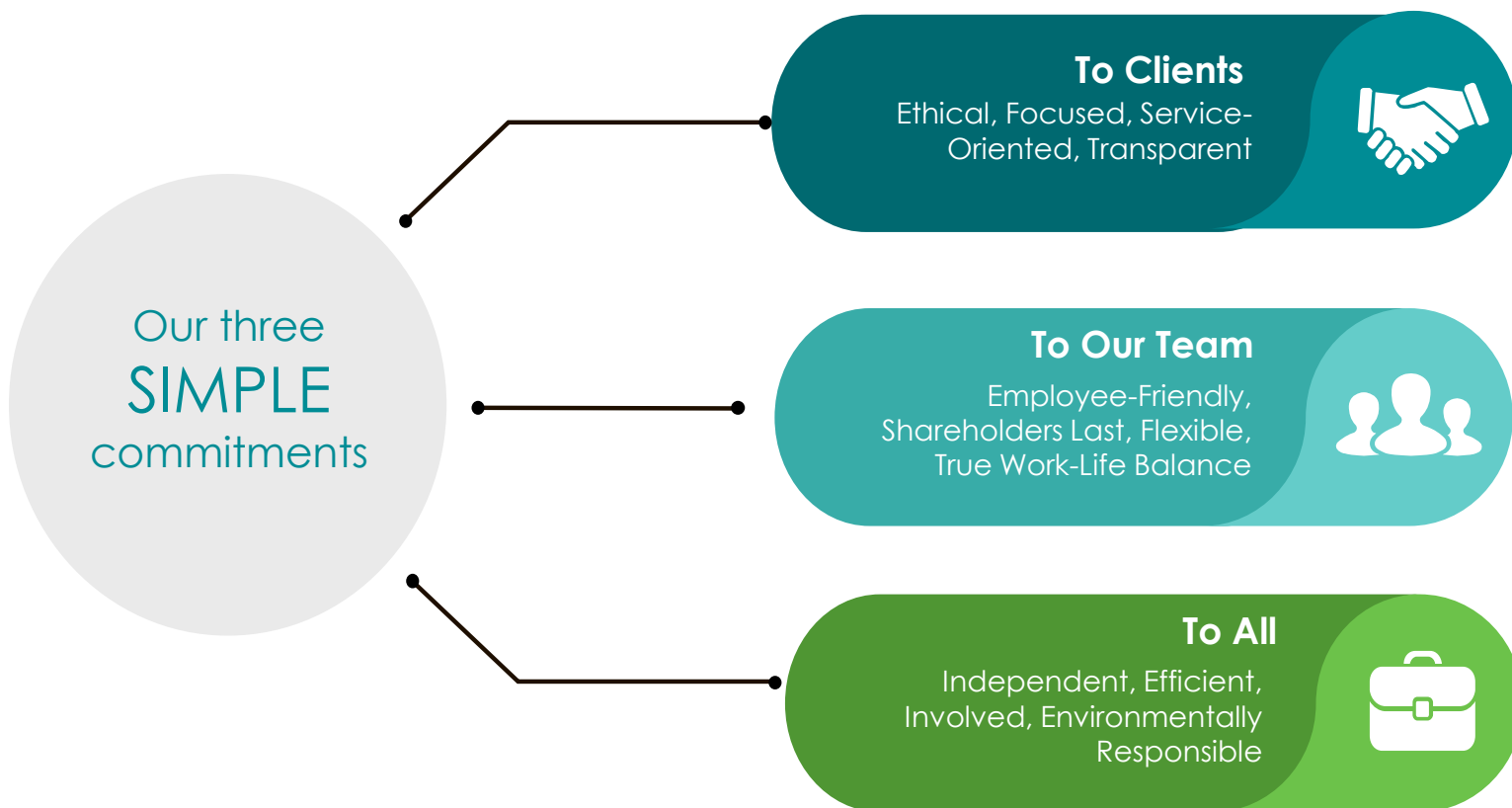
NORTHERN INYO HEALTHCARE DISTRICT
One Team. One Goal. Your Health.

Scott H. Kelley, CEBS, CDHC

Agenda

- Introductions
- Who is Verus
- Northern Inyo Hospital Objectives
- Verus Observations
- Savings Analysis
- Next Steps

Verus Commitments



Why We're Different

Profitability of brokerages continues to hit new highs.

Firms rely on your increased premiums to drive their increased commission.

COMPANY	EBITDA	REVENUE	PROFIT MARGIN
Marsh & McLennan Company Inc. ¹	\$2.84 Billion	\$12.89 Billion	22%
Aon P.L.C. ²	\$2.55 Billion	\$11.66 Billion	21.9%
Arthur J. Gallagher & Co ³	\$812.10 Million	\$5.30 Billion	15.3%
Willis Towers Watson PLC ⁴	\$1.7 Billion	\$8.2 Billion	20.7%
BB&T Corporation	\$2.82 Billion ⁵	\$9.18 Billion ⁶	30.7%
Brown & Brown Inc.	\$548.94 Million ⁷	\$1.66 Billion ⁸	33%
Wells Fargo & Company	\$27 Billion ⁹	\$83.69 Billion ¹⁰	32.3%
USI Holdings Corp.	\$262 Million ¹¹	\$912.8 Million ¹²	24.8%
Hub International	\$360 Million	\$1.2 Billion	30% ¹³

"Our ability to generate premium-based commission revenue may also be challenged by the growing desire of some clients to compensate brokers based upon flat fees rather than variable commission rates. **This could negatively impact us because fees are generally not indexed for inflation and do not automatically increase with premiums as commissions do.**"

~ Gallagher SEC Filing

AssuredPartners
(Owner of Keenan)
\$329M EBITDA on \$1B in revenue

Verus does not have shareholders driving higher profitability. Instead we pledge to **invest 90% of our revenue back into employees, clients & deliverables.**

Northern Inyo Healthcare District Objectives

- Pursue Cost Containment
- Maintain a rich benefits program that benchmarks competitively against our peers

Claims Analysis

Decision Master® Warehouse

Doral Dental Health Plan

Gauge how your total inpatient behavioral health care costs compare to other employers in your region.

- Prescription drug costs
- Claim amounts relative to other plans in this period.

Region: [Dropdown]
 Industry type: [Dropdown]
 Employer size: [Dropdown]

Points to consider:

- Do you employ the funding method for behavioral health care?
- Is there a need to adjust benefit levels or implementation dates?
- What impact do cost containment programs have on your costs?
- Is there a noticeable investment for managed care cost containment programs?
- Would potential cost savings be offset by services, such as disease management?

Norm source: "Employer Health Insurance Educational Trust, September 2013"
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Doral Dental Chiroprac

Gauge your plan's chiropractic care costs against other employers in your region.

Visits per 100 employees

Actual visits: [Bar]
 Norm visits: [Bar]

Amount over/under norm: [Value]
 Percent over/under norm: [Value]

Points to consider:

- Is your plan design appropriate for your population?
- Do you provide your members with information and resources to help them manage their health?
- Does your plan encourage healthy behaviors?

Norm source: Copyright © 2013 Zywave, Inc.

Doral Dental Inpatient Behavioral Health by Demographic

Evaluate a breakdown of your inpatient behavioral health care by demographics to illuminate cost drivers.

Inpatient Behavioral Health by Age

Age Range	Number of Admissions	Average Paid per Admission	Total Paid
0-19	4	\$12,756.00	\$51,024
20-29	2	\$5,654.45	\$11,309
40-59	4	\$24,221.94	\$96,888
60+	2	\$16,181.99	\$32,364

Inpatient Behavioral Health by Gender

Gender	Number of Admissions	Average Paid per Admission	Total Paid
Male	6	\$19,663.36	\$118,101
Female	6	\$12,247.24	\$73,483

Inpatient Behavioral Health by Network

Network	Number of Admissions	Average Paid per Admission	Total Paid
In Network	12	\$15,965.40	\$191,585
Out Of Network	1	\$0.00	\$0

Inpatient Behavioral Health by Relationship

Relationship	Number of Admissions	Average Paid per Admission	Total Paid
Employee	4	\$10,918.22	\$43,673
Spouse	4	\$24,221.94	\$96,888
Dependent	4	\$12,756.06	\$51,024

Points to consider:

- Is there a specific demographic with higher utilization or costs?
- How can you structure communication and delivery strategies to impact appropriate audiences?

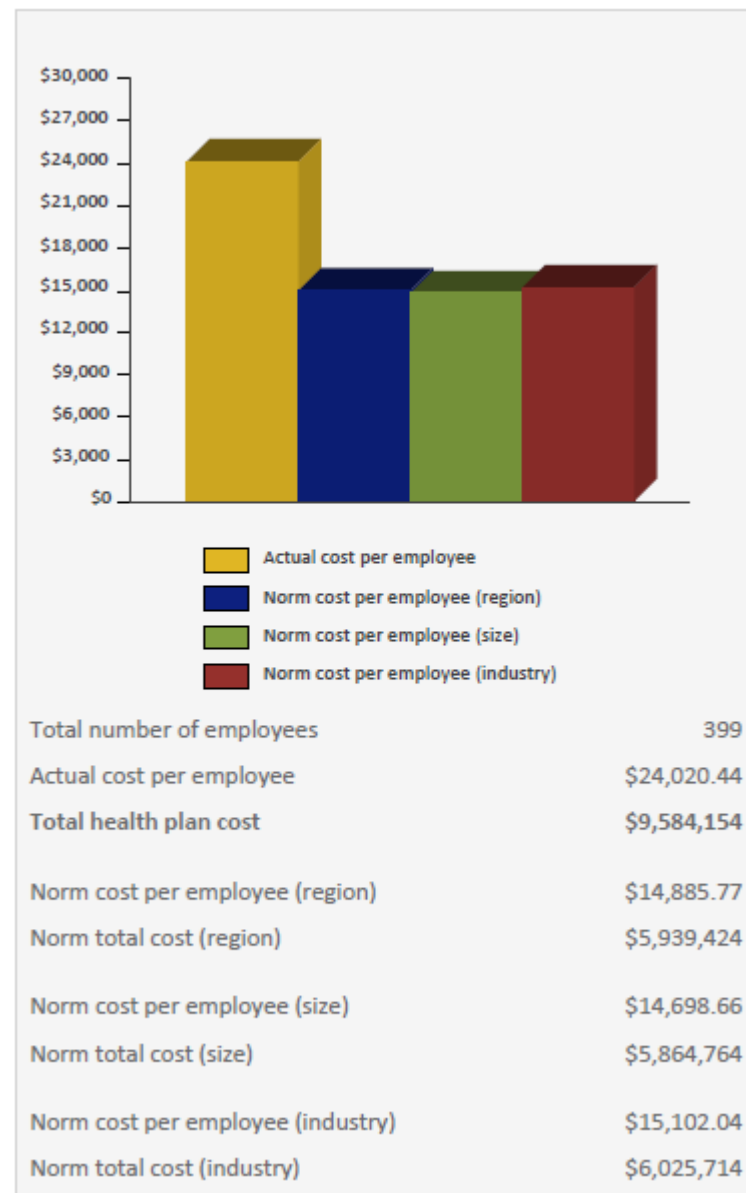
Copyright © 2013 Zywave, Inc. 221417 - January 1, 2010 - December 31, 2010:11



Verus Observations

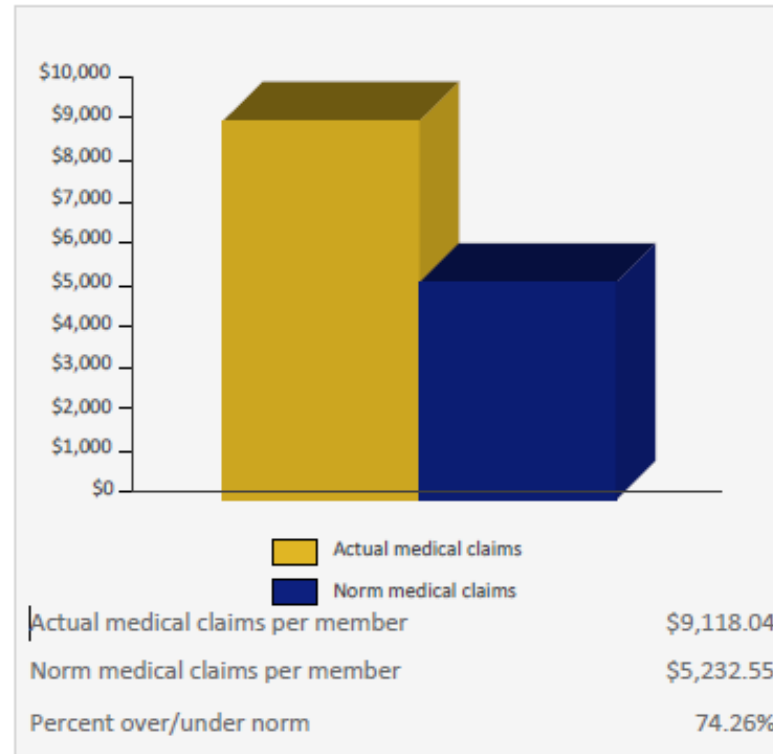
- **Total medical plan cost (Fixed costs plus Claims) Per Employee Per Year (PEPY) at \$24,020 is 61% above the Truven norm**

Region	West
Industry type	Health Care
Employer size	200+ Workers



Verus Observations

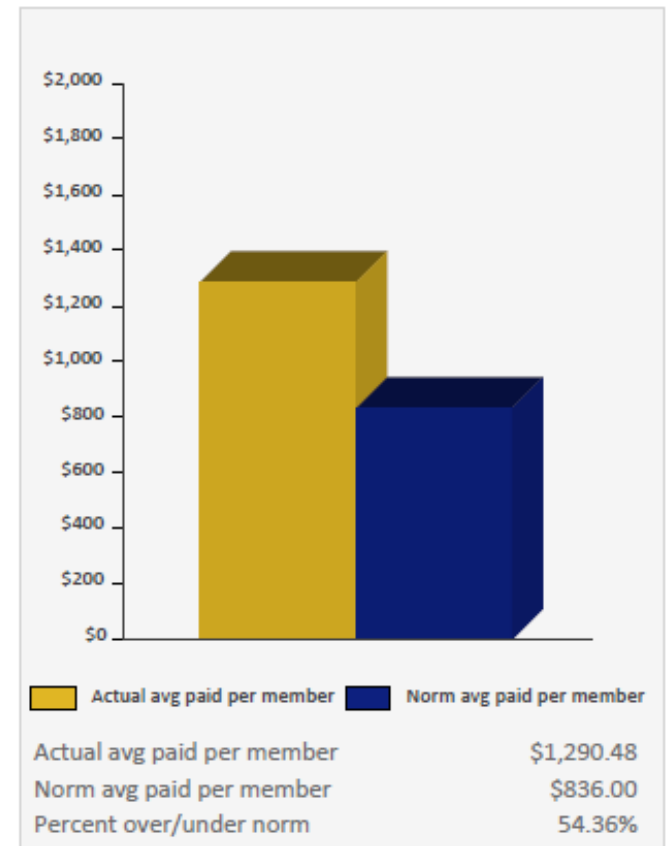
- **Medical/Rx Claims/Member at \$9,118/member are 74% above the Truven norm**
 - **Are discounts appropriate**
 - **What Wellness/Disease Management programs are in place?**



Verus Observations

- **Prescription drug costs PEPM are 54% above the Truven norm, representing \$394k in overspend.**
 - **Are appropriate discounts being shared with Inyo?**
 - **Are appropriate rebates being shared with Inyo?**
 - **What other cost containment measures can be implemented for the prescription program?**

Average paid per member



Cost Containment Concepts

Northern Inyo Hospital Cost Containment Opportunities

	Current Cost	Savings Low	Savings High
Non Domestic Top 25	\$1,573,669		
- Reference Based Pricing		\$440,627	\$550,784
2019 Rx Claims	\$1,118,842		
High Cost Rx's	\$541,886		
2019 Rx Rebates	\$206,888		
- Contract Improvement-Rebates		\$0	\$0
- Contract Improvement-Discounts		\$55,942	\$167,826
- Impax Rx		\$173,404	\$341,388
- Rx Disease Management		\$39,804	\$69,657
Totals:		\$709,777 Savings minus Impax Rebate Impact	\$961,829 Savings minus Impax Rebate Impact

Northern Inyo Hospital Additional Cost Containment Opportunities

	Current Cost	Savings Low	Savings High
Dental	\$328,581		
-Dental PPO Network		\$23,287	\$32,858
Vision Network		?	?
EAP	\$9,114		
LTD Free EAP		\$9,114	\$9,114
Total		\$32,401	\$41,972

Implementation Timeline

August - 2020

- *Verus appointed broker of record on Life/LTD
- *Verus appointed as broker on all lines of coverage; Keenan to remain on commissions/fees until 12/31/2020
- *Verus to begin implementation of Impax Rx, \$173-341k savings
- *Begin consulting with Jeff Kneip on maximizing 340b Rx alternatives
- *Immediately begin marketing of
 - *Life/LTD
 - *TPA, PBM (Prescription Benefit Manager), and RBP (Reference Based Pricing) vendors
 - *Dental PPO

September - 2020

- *Present marketing of
 - *Life/LTD
 - *TPA, PBM (Prescription Benefit Manager), and RBP (Reference Based Pricing) vendors
 - *Dental PPO
- *Begin TPA/RBP implementation, \$400-510k savings
- *Begin PBM implementation, \$95-238k savings
- *Begin Dental PPO implementation for October effective date, \$23-33k savings

January - 2021

- *Verus to take over all broker commissions/fees at \$140k, \$28k savings vs. Keenan current, \$15k savings vs. Keenan reduction
- *Implement TPA and RBP vendor
- *Implement New PBM

Facility Experience Report



13 Facilities Reviewed

7 > 90% Acceptance	2 75% - 90% Acceptance	0 <75% or >250% Medicare	4 Limited Experience	0 Contracted
---------------------------------	-------------------------------------	---------------------------------------	-----------------------------------	------------------------

> 90% Acceptance

ID	Provider Name	NPI	City, State	Quality	Acceptance
1	Cedars-Sinai Medical Center	1023295037	Los Angeles, CA	★★★★★	91%
2	Keck Hospital of Usc	1952546616	Los Angeles, CA	★★★	93%
3	Marina Del Rey Hospital	1942269725	Marina Del Rey, CA	★★★	100%
4	Methodist Hospital of Sacramento	1467560599	Sacramento, CA	★★★	100%
5	Prime Healthcare Services Reno LLC	1801152566	Reno, NV	★★★★★	100%
6	Providence Saint John`s Health Center	1124026273	Santa Monica, CA	★★★★	100%
7	Scripps Mercy Hospital	1659359446	San Diego, CA	★★	100%

75% - 90% Acceptance

ID	Provider Name	NPI	City, State	Quality	Acceptance
8	Carson Tahoe Regional Healthcare	1255360160	Carson City, NV	★★★★	85%
9	Sutter Tracy Community Hospital	1821442864	Tracy, CA	★★★★★	78%

Facility Experience Report



13 Facilities Reviewed

7 > 90% Acceptance	2 75% - 90% Acceptance	0 <75% or >250% Medicare	4 Limited Experience	0 Contracted
---------------------------------	-------------------------------------	---------------------------------------	-----------------------------------	------------------------

Limited Experience (<10 Claims)

ID	Provider Name	NPI	City, State	Quality	Acceptance
10	Aurora Las Encinas, LLC	1700843216	Pasadena, CA		
11	Bakersfield Behavioral Healthcare Hospital, LLC	1700259165	Bakersfield, CA		
12	Carson Valley Medical Center	1396799102	Gardnerville, NV	★★★	
13	Community Hospital of Huntington Park	1891059127	Huntington Park, CA	★★	

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RBP Acceptance at Top Facilities

Hi Scott,

It looks like the provider experience for this group is very favorable. We have had claims at all of the providers below, so the 0% balance billing is an accurate representation on the few Providers that look to be currently accepting RBP. The only stand out was Renown, however, it looks like St. Mary's right across the street is accepting RBP with no issues. Please let me know if you have any questions.

Provider	1st Balance Bill	Subsequent Balance Bill	1st Collection Notice	Subsequent Collection Notice
University of Southern California	0.7%	0.0%	0.0%	0.0%
Sutter Community Hospitals	1.2%	0.9%	0.3%	0.3%
Washoe Medical Center (Renown)	14.8%	7.4%	11.1%	0.0%
Southern Mona dba Mammoth Hospital	0.0%	0.0%	0.0%	0.0%
Prime Healthcare Services Reno (dba St Mary's)	0.0%	0.0%	0.0%	0.0%
Cedars-Sinai Medical Center	2.4%	2.4%	1.2%	0.0%
Regents of the University of California	0.0%	0.0%	0.0%	0.0%
CHHP Holdings dba Community Hospital Huntington Park	6.1%	2.0%	2.0%	0.0%
CFHS dba Marina Del Ray Hospital	0.0%	0.0%	0.0%	0.0%
Methodist Hospital of Sacramento	0.0%	0.0%	0.0%	0.0%
Carson-Tahoe Hospital	0.0%	0.0%	0.0%	0.0%
Bakersfield Behavioral Health	0.0%	0.0%	0.0%	0.0%
Aurora Las Encinas	0.0%	0.0%	0.0%	0.0%

Number of Claims at Norther Inyo Top Facilities

Provider	Claims
University of Southern California	124
Sutter Community Hospitals	329
Washoe Medical Center (Renown)	37
Southern Mona dba Mammoth Hospital	32
Prime Healthcare Services Reno (dba St Mary's)	35
Cedars-Sinai Medical Center	266
Regents of the University of California	24
CHHP Holdings dba Community Hospital Huntington Park	200
CFHS dba Marina Del Ray Hospital	29
Methodist Hospital of Sacramento	43
Carson-Tahoe Hospital	41
Bakersfield Behavioral Health	10
Aurora Las Encinas	11

Northern Inyo Top Drugs by Cost PAP Availability

Top Drugs by Plan Cost Net									
2019									
Management Strategy	Rank	Peer Rank	Brand Name	Indication	Adj. Rxs	Pts.	Plan Cost Net	Plan Cost Net PMPM	Program Available
PA	1	32	SYMDEKO*	CYSTIC FIBROSIS	6	1	\$108,638	\$10.28	no
PA/DQM	2	80	ORKAMBI*	CYSTIC FIBROSIS	4	1	\$67,076	\$6.34	no
PA/DQM	3	364	ERIVEDGE*	CANCER	7	1	\$65,311	\$6.18	yes
ST	4	9	TECFIDERA*	MULTIPLE SCLEROSIS	11	1	\$61,685	\$5.83	yes
ST/PA	5	27	XELJANZ XR*	INFLAMMATORY CONDITIONS	18	3	\$28,714	\$2.72	yes
ST/PA/DQM	6	457	TOBI PODHALER*	CYSTIC FIBROSIS	7	1	\$25,153	\$2.38	yes
PA/DQM	7	31	TADALAFIL	ERECTILE DYSFUNCTION	14	4	\$23,623	\$2.23	yes
PA/DQM	8	34	XOLAIR*	ASTHMA	12	1	\$20,630	\$1.95	yes
ST/PA	9	18	OTEZLA*	INFLAMMATORY CONDITIONS	12	2	\$20,011	\$1.89	yes
N/A	10	169	TRIKAFTA*	CYSTIC FIBROSIS	1	1	\$19,316	\$1.83	no
ST/PA	11	4	ENBREL SURECLICK*	INFLAMMATORY CONDITIONS	7	2	\$16,292	\$1.54	yes
ST/PA/DQM	12	75	SIMPONI*	INFLAMMATORY CONDITIONS	5	1	\$14,629	\$1.38	yes
ST/DQM	13	122	WELLBUTRIN XL	DEPRESSION	11	2	\$12,802	\$1.21	no
N/A	14	62	CREON	GI DISORDERS	4	1	\$12,594	\$1.19	yes
PA/DQM	15	230	TADALAFIL*	PULMONARY HYPERTENSION	3	1	\$8,750	\$0.83	yes
PA/DQM	16	7	TRULICITY	DIABETES	20	4	\$6,723	\$0.64	no
N/A	17	283	MYORISAN	ACNE	12	4	\$6,607	\$0.62	no
ST	18	28	LYRICA	PAIN/INFLAMMATION	15	2	\$6,461	\$0.61	no
N/A	19	153	CAPECITABINE*	CANCER	3	1	\$5,927	\$0.56	yes
N/A	20	37	MESALAMINE	INFLAMMATORY CONDITIONS	8	1	\$5,898	\$0.56	no
ST/DQM	21	985	ZEMBRACE SYMTOUCH	MIGRAINE HEADACHES	5	1	\$5,411	\$0.51	no
PA	22	6	ELIQUIS	ANTICOAGULANT	16	3	\$5,224	\$0.49	no
PA	23	244	AIMOVIG AUTOINJECTOR	MIGRAINE HEADACHES	14	2	\$4,861	\$0.46	no
PA	24	57	TESTOSTERONE	HORMONAL SUPPLEMENTATION	18	3	\$4,619	\$0.44	no
DQM	25	109	ESTRADIOL	VAGINAL DISORDERS	33	11	\$4,083	\$0.39	no
Total Top 25:					266		\$561,038	\$53.07	Total
									\$303,319



ImpaxRX

A SOLUTION for HIGH-COST DRUGS



The expense of covering high-cost drugs can be a massive burden, for employers and employees, especially for a self-funded medical plan. These expenses are only expected to rise which means that employers need a RX savings solution today.

ImpaxRX Medication Under Management™ program delivers a High Cost Drug Savings solution for both employers and their employees.

- ImpaxRX utilizes Prescription Advocates to handle the qualification process and communication with members on what to expect every step along the way.
- ImpaxRX works directly with pharmaceutical manufacturers to help eligible individuals qualify for their high-cost medication at no cost to them.
- Eligible individuals receive their high-cost drugs directly from the Drug Manufacturer
- ImpaxRX monitors each medication to assure timely refills of active PAP's for each member, informing the members of deliveries and any re-enrollment requirements by the Drug Manufacturer's program.

The Rising Costs of Drugs

50%

Despite only 2% of the population using specialty medications, they account for 50% of all spending on prescription drugs in 2020.

\$78,871

The average annual cost of 61 widely used specialty drugs for treating chronic conditions was \$78,871 in 2017.

ImpaxRX Medication Under Management™ Savings Analysis.

ImpaxRX analyzes your pharmacy spend and provides a breakdown of potential plan savings available via active PAP programs.

ImpaxRX cost savings platform can dramatically reduce high-cost pharmacy expenses incurred by self-funded group plans.

Sample 36-month savings

\$308,700

5 Medications

\$1,016,400

25 Medications

\$1,832,540

50 Medications

Savings vary based on group size and approved PAP average cost

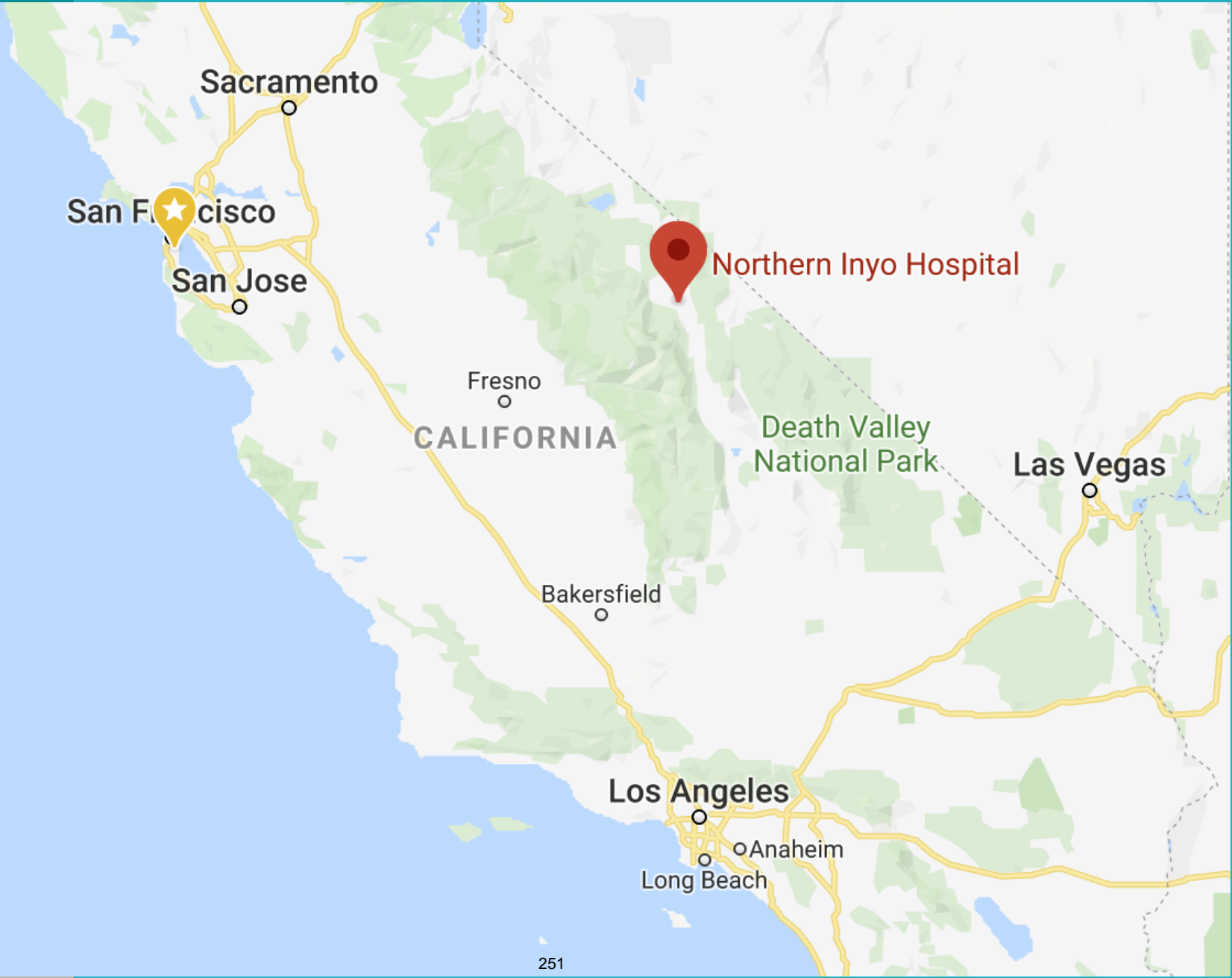
ImpaxRX™ is a patient advocacy program that assist employees and employers with high-cost medications. Our simple, proven process can help control costs for both the plan sponsor and the member.

Self-Funded Medical

There are numerous well-documented advantages to self-funding for employers that manage risk well. The Verus team provides full-service support for our clients who are currently self-funded or interested in exploring alternative funding methodologies.

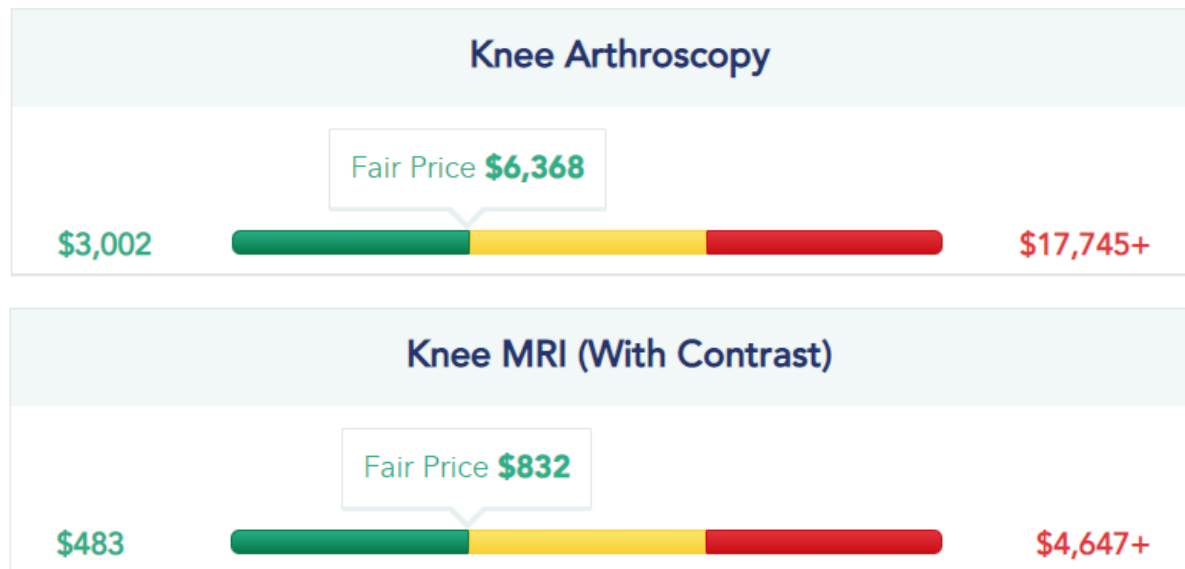


The Verus team coordinates and completely manages self-funded plans rather than relying solely on carrier ASO models. Our expertise allows us to fully facilitate the transition to and ongoing management of any self-funded program.



Healthcare Bluebook

Variation in Pricing of Healthcare SF Bay Area



A large teal graphic element consisting of a diagonal line that runs from the top-left corner towards the bottom-right corner. The area below and to the left of this line is filled with a solid teal color, while the area above and to the right is white.

Thank you!

Membership: Kelli Davis, Tracy Aspel, Dr Will Timbers, Vinay Behl		ROI COMMITTEE			
Clinical	Projected	Realized		Decision	STATUS
Service Line/Contract	Cost/Revenue				
1 NEST Program	\$ 250,000.00	\$ 250,000.00		NEST program to be terminated and positions eliminated, Cost Savings:	Program terminated effective August 1, 2020
2 Urologist	\$ 120,000.00	\$ 75,000.00		Plan to renegotiate provider contract	Contract renegotiated to stop loss High overhead resources compared to direct costs, Overheads not pooled with NIHD despite full ownership resulting in heavy losses. Unauthorized position not approved in budget
3 Pioneer Home Health	\$ 200,000.00			Plan to integrate PHH in the overall NIHD model to save overhead costs and get economies of scale	
4 Pioneer Medical Associates	\$ 204,000.00	\$ 153,000.00		Present a plan to purchase building, result in savings in rent	Offer discussions to commence/Appraisal completed
5 Plastic Surgeon	\$ 100,000.00			Analyzing additional service line	offer extended
6 Ortho Spine Surgeon	\$ 120,000.00			Analyze additional service line for 1-2 days a month pilot	offer extended
7 Marriage Family Therapist	\$ 85,000.00	\$ 85,000.00		Analyze additional service line , enable higher billing under medi-cal from \$ 270 per visit to \$ 330 per visit	appointed
8 Bronco Clinic				Analyze terminating the program and restructuring with revenue element	WIPFLI WIP
9 Pharmacy on call model				Analyze possibility of in attendance medical staff to perform certain pharmacist functions to avoid additional pharmacist time	
10 Radiology renegotiation					offer extended
11 APP surgery					Evaluation in progress
12 Pain management Clinic	\$ 150,000.00	\$ 90,000.00			offer extended
13 ENT					Dr Timbers WIP
14 Dermatologist					TBD
15 Psychologist					offer extended
16 Occupational medicine					Recruitment posting
17 Provider Compensation	\$ 1,500,000.00	\$ 900,000.00			Compensation model
18 Wound care					TBD
19 Steris contract negotiated	\$ 9,000.00	\$ 9,000.00			completed
20 Intuitive Surgical	\$ 25,000.00	\$ 25,000.00			
21 Stryker/Synthia hardware					Work in Progress
22 Efficiency and patient experience Project	\$ 115,000.00				Enable Higher productivity in clinics with change in compensation model, Scope developed need approval
23 Pharmacy cost evaluation of drugs					WIP
	\$ 2,763,000.00	\$ 1,587,000.00			
Administrative					
Service Line/Contract					
1 Bond refunding	\$ 800,000.00	\$ 900,000.00		Reduce debt service costs to reduce cash outflow per year	WIP Bond sale scheduled for sept 1, 2020
2 Benefit plans	\$ 1,000,000.00			Review all benefit plans and investment portfolio	Work group meetings in progress, group to send final recommendations to ROI committee by Sept 15, 2020
3 Medical Plans	\$ 250,000.00			review medical plan with no impact to benefits	Two brokers appointed for review Verus Insurance & Robert C placak & Associates, Working group constituted, Completed
4 Lease financing contract				Negotiating with Meridian leasing to enable capital budget purchase through financing	Completed
5 Audit Fees	\$ 125,000.00	\$ 135,000.00		Renegotiate independent auditor contract resulting in \$ 100-125k savings over 5 years	Completed
6 ADP -Payroll Provider Contract	\$ 25,000.00				Completed
7 Omnicell medicine dispensing Cabinets	\$ 75,000.00	\$ 75,000.00		Renegotiated medicing dispensing cabinet contract for further discount of \$ 75k	Completed
8 Capital budget				Approved \$ 1.2 million cap budget with all items to be financed and build in \$ 500k unplanned expenditure budget	Completed
9 Contract with Anthem for transporting medi-cal patients					Completed, Evaluation after 6 months
10 Investment of cash	\$ 500,000.00				Evaluation in progress
11 Revenue cycle comprehensive audit					Scope developed, need approval
12 Athena EHR law suit strategy					Evaluation in progress
13 Community Hospital Corp GPO supply chain	3,500,000.00				Evaluation in progress
14 Colombo Architect proposal					Evaluation in progress
15 Telepsych Contract					Evaluation in progress
16 HCIN spanish call center					Evaluation in progress
17 ADP HR solutions	7,500.00	7,500.00			completed
	\$ 6,282,500.00	\$ 1,117,500.00			

OUTSOURCE INC. COLLECTIONS UPDATE

Third party payor	Beginning Balance			A/R Resolved			Balance as of July 20, 2020		
	2018	2019	2020	2018	2019	2020	2018	2019	2020
Medicare	\$ 58,994.69	\$ 2,401,298.92	\$ 776,532.37	\$ -	\$ 596,399.63	\$ 145,436.31	\$ 58,994.69	\$ 1,804,899.29	\$ 631,096.06
Medical	\$ 12,555.02	\$ 485,078.33	\$ 129,054.60	\$ 1,109.92	\$ 60,809.67	\$ 11,928.95	\$ 11,445.10	\$ 424,268.66	\$ 117,125.65
Commercial	\$ 425,893.82	\$ 6,878,982.28	\$ 2,859,907.22	\$ 88,868.92	\$ 1,358,605.11	\$ 628,950.78	\$ 337,024.90	\$ 5,520,377.17	\$ 2,230,956.44
Self pay	\$ 74,702.91	\$ 2,892,186.63	\$ 1,413,058.42	\$ 13,781.11	\$ 1,079,440.54	\$ 165,661.97	\$ 60,921.80	\$ 1,812,746.09	\$ 1,247,396.45
Total	\$ 572,146.44	\$ 12,657,546.16	\$ 5,178,552.61	\$ 103,759.95	\$ 3,095,254.95	\$ 951,978.01	\$ 468,386.49	\$ 9,562,291.21	\$ 4,226,574.60
Grand Total		\$ 18,408,245.21			\$ 4,150,992.91			\$ 14,257,252.30	

	Written off		
	2018	2019	2020
Medicare	\$ -	\$ 49,555.75	\$ 650.00
Medical	\$ 109.35	\$ 162.00	\$ -
Commercial	\$ 553.00	\$ 10,878.48	\$ 12,907.00
Self pay	\$ 704.33	\$ 201,170.19	\$ 81,939.99
Total	\$ 1,366.68	\$ 261,766.42	\$ 95,496.99



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

Medical Staff Office
(760) 873-2136 voice
(760) 873-2130 fax

TO: NIHD Board of Directors
FROM: Stacey Brown, MD, Chief of Medical Staff
DATE: August 4, 2020
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 items*)
 - 1. Adam Jesionek, MD (*family medicine/hospitalist*) – provisional active staff
 - 2. Danish Atwal, MD (*Renown cardiology*) – telemedicine staff
 - 3. Htet Khine, MD (*Renown cardiology*) – telemedicine staff

- B. Policies and Procedures (*action items*)
 - 1. *Biosafety Plan*
 - 2. *Blood Bank – Emergency Requests for Blood Components*
 - 3. *Death in the Operating Room*
 - 4. *Draping for Surgical Procedures*
 - 5. *Electrosurgical Cautery*
 - 6. *Fire Safety in Surgery*
 - 7. *Immediate Use Sterilization Procedure*
 - 8. *Implantation of Medical Devices*
 - 9. *Medical Device Tracking*
 - 10. *Medical Students in the OR*
 - 11. *NPO Guidelines*
 - 12. *Sterile Processing Scope of Service*
 - 13. *Sterile Processing Standards of Practice*
 - 14. *Surgeries Requiring an Assistant*
 - 15. *Clorox Total 360 System Electrostatic Sprayer*
 - 16. *Aerosolized Transmissible Disease Exposure Plan/ Respiratory Protection Program*
 - 17. *NIHD Workforce Exposed to Communicable Illness*
 - 18. *Scope of Service – Infection Prevention*
 - 19. *Toy Cleaning*

- C. Annual Approvals (*action item*)
 - 1. Standardized Protocol – Physician Assistant in the Operating Room

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Biosafety Plan	
Scope: Microbiology Laboratory	Manual: Clinical Practice Manual-F&B
Source: Microbiology Coordinator	Effective Date:

PURPOSE:

The goal of this plan is to minimize or eliminate health care worker exposure to potential laboratory associated infections (LAI). This plan focuses on safe work practices, personal protective equipment, and engineering and administrative controls. Adhering to this plan ensures compliance with all applicable laws and regulations relating to safe practices for biosafety levels, and is in accordance with Title 8, California Code of Regulations, Section 5199. This plan continues our commitment to providing a safe and healthy environment in which to deliver patient care.

POLICY

Northern Inyo Healthcare District is committed to providing a safe and healthy environment for its entire staff. All employees working within this facility who may be potentially exposed to pathogens within the microbiology laboratory will follow this policy and procedure. Failure to follow this policy and procedure may result in disciplinary actions.

DEFINITIONS

Biosafety cabinet (BSC) - Principal safety equipment used to provide containment of infectious droplets or aerosols generated by many microbiological procedures. There are types of BSCs (Class I, II, III) used in microbiological laboratories. Open-fronted Class I and Class II BSCs are primary barriers that offer significant levels of protection to laboratory personnel and to the environment when used with good microbiological techniques. The Class II biological safety cabinet also provides protection from external contamination of the materials (e.g. cell cultures, microbiological stocks) being manipulated inside the cabinet. The gas-tight Class III biological safety cabinet provides the highest attainable level of protection to personnel and the environment.

Biosafety levels (BSL) - Combinations of laboratory practices and techniques, safety equipment, and laboratory facilities. Each combination is specifically appropriate for the operations performed, the documented or suspected routes of transmission of the infectious agents, and the laboratory function or activity.

Contaminated – The presence or the reasonably anticipated presence of potentially infectious materials on a surface or in or on an item.

Decontamination – The use of physical or chemical means to remove, inactivate or destroy pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use or disposal.

Engineering controls – Controls such as BSC and sharps disposal containers that isolate or remove the pathogen hazard from the workplace.

Exposure incident – A specific eye, mouth, or other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee’s duties.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Biosafety Plan	
Scope: Microbiology Laboratory	Manual: Clinical Practice Manual-F&B
Source: Microbiology Coordinator	Effective Date:

Occupational exposure – A job category where skin, eye, mucous membrane, or parenteral contact with potentially infectious materials could be reasonably anticipated.

Potentially infectious materials (PIM) –

- Human body fluids: blood, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, wound exudates, any other body fluid that is visibly contaminated with blood such as saliva or vomitus, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids such as in an emergency response
- Any unfixed tissue or organ (other than intact skin) from a human (living or dead)
- Any of the following, if known or reasonably likely to contain or be infected with HIV, HBV or HCV:
 - –Cell, tissue, or organ cultures from humans or experimental animals
 - –Blood, organs or other tissues from experimental animals
 - –Culture medium or other solutions

Standard precautions – An approach to infection control. Standard precautions expand the universal precautions concept (*see below*) to include all other potentially infectious materials with the intent of protecting employees from any disease process that can be spread by contact with a moist body substance. This isolation technique includes substances such as feces, urine, saliva and sputum that were not included in universal precautions unless they contained visible blood.

Universal precautions – Is an approach to infection control to treat all human blood and certain human body fluids as if they were known to be infectious for HIV, HBV and other bloodborne pathogens. Universal Precautions emphasizes the use of Personal Protective Equipment (PPE) barrier to prevent contact with blood and other potentially infectious materials. Precautions apply to blood, semen, and vaginal secretions, amniotic, cerebrospinal, pericardial, peritoneal, pleural, and synovial fluids and any other body fluid visibly contaminated with blood.

EXPOSURE DETERMINATION

The exposure determination looks at all job classifications to determine the potential for occupational exposure to blood or other potentially infectious materials. Laboratory employees have been determined to be at risk for occupational exposure.

METHODS OF COMPLIANCE

This section reviews the numerous work practices and procedures necessary to minimize or eliminate un-protected exposure to PIM. Compliance with these practices and procedures is MANDATORY and is a condition of employment.

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Biosafety Level 2

Biosafety Level 2 practices, equipment, and facility design and construction are applicable to clinical laboratories in which work is done with the broad spectrum of indigenous moderate-risk agents that are present in the community and associated with human disease of varying severity. With good microbiological techniques, these agents can be used safely in activities conducted on the open bench, provided the potential for producing splashes or aerosols is low. Hepatitis B virus, HIV, the *Salmonella*, and *Toxoplasma* are representative of microorganisms assigned to this containment level. BSL-2 is appropriate when work is done with any human-derived blood, body fluids, tissues where the presence of an infectious agent may be unknown. (Laboratory personnel working with human-derived materials should refer to the OSHA Bloodborne Pathogen Standard 2 for specific required precautions).

Primary hazards to personnel working with these agents relate to accidental percutaneous or mucous membrane exposures, or ingestion of infectious materials. Extreme caution should be taken with contaminated needles or sharp instruments. Even though organisms routinely manipulated at BSL-2 are not known to be transmissible by the aerosol route, **procedures with aerosol or high splash potential that may increase the risk of such personnel exposure must be conducted in primary containment equipment, or in devices such as a BSC.** Personal protective equipment should be used as appropriate, such as splash shields, face protection, gowns, and gloves.

Secondary barriers, such as hand washing sinks and waste decontamination facilities, must be available to reduce potential environmental contamination.

Standard Precautions

Refer to Lippincott Procedures Standard Precautions.

Standard precautions are used in all areas to prevent contact with PIM.

The Laboratory Director at Northern Inyo Healthcare District (NIHD) is responsible for overseeing the use of standard precautions by all laboratory employees in this setting.

Engineering Controls:

Engineering controls in the clinical laboratory are used to minimize or eliminate occupational exposures to pathogens. These controls include, but are not limited to:

- Sharps with engineering controls, such as needleless systems
- Needle devices and non-needle sharps
- Handwashing facilities
- Leak proof specimen containers
- Laboratory safety hoods where appropriate

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Work Practice Controls:

The use of standard precautions is an integral part of this biosafety plan. Standard precautions will be practiced whenever exposure to PIM is anticipated.

Work practice controls/procedures have been implemented to minimize exposure to PIM. Each department supervisor is responsible for implementing, evaluating and monitoring compliance with these work practices. The laboratory director and laboratory safety officer will monitor work practices as part of routine rounds through each area.

Specific infection control policies and procedures are in place to address work practices and procedures centered on the concept of standard precautions. The minimization and elimination of exposure to PIM is the primary goal.

The following is a summary of work practice controls:

- Eating, drinking, smoking, applying cosmetics or lip balm, and handling contact lenses are prohibited at any time.
- Food, drink and oral medications will not be kept in refrigerators, freezers, shelves, cabinets or on countertops or bench tops where PIM may be present.
- Laboratory coats are required
- Doors to the laboratory are closed when BSL-2 work is being conducted to prevent public access
- Biohazard signs must be posted
- Storage of biohazardous waste material in double red bags held in rigid, leak proof containers with biohazard labels on the top and side in all areas of the laboratory is required.
- All procedures involving PIM will be performed in such a manner as to minimize splashing, spraying, spattering and generation of droplets.
- Mucous membranes and eyes will be immediately flushed with water following exposure to blood or other PIM.
- Mouth pipetting/suctioning of blood or other PIM is prohibited.
- Handwashing with soap and water or alcohol based hand rub (ABHR) is required after working with PIM and before leaving the laboratory. NOTE: Hands must be washed with soap and water if there is any visible contamination with blood or other fluids.
- Specimens of PIM will be placed in containers that prevent leakage during collection, handling, processing, storage, transportation or shipping. Syringes containing blood or other potentially infectious materials will not be transported with needles attached unless an engineered safety device is in place permanently shielding the needle.

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- The container for storage, transport or shipping to outside of the facility will be labeled or color-coded with the legend “biohazard.” These labels shall be fluorescent orange or orange-red, with lettering and symbols in a contrasting color.
- If outside contamination of the primary container occurs, the primary container will be placed within a second container that prevents leakage during handling, processing, storage, transport or shipping and is properly labeled. If specimen could puncture the primary container, the primary container will be placed within the secondary container that is also puncture-resistant.

Handling Contaminated Sharps

All procedures involving the use of sharps in connection with patient care will be performed using the following effective patient-handling techniques and other methods designed to minimize risk of a sharps injury:

- Contaminated needles and syringes, and other sharps will not be bent, broken, recapped or otherwise manipulated and will be disposed of in rigid-walled disposable sharps containers. **Exception:** Syringes that contain radioactive pharmaceuticals that must be returned to the pharmaceutical company for disposal may be recapped using a safety device designed for this purpose or by the “one-handed” method.
- Reusable sharps will be placed in labeled, puncture resistant, leak-proof containers for appropriate cleaning and sterilization. Cleaning of such sharps will not require employees to reach their hands into sharps containers.
- Disposable sharps will not be reused under any circumstances.
- Contaminated sharps will be immediately, or as soon as possible after use, disposed of in rigid, puncture-resistant, leak proof containers which are labeled “Sharps Waste” or with the international biohazard symbol and the word “Biohazard.”
- Sharps container seals must be leak resistant and difficult to reopen.
- Sharps containers will be readily available and easily accessible for all situations in which sharps are used or can be anticipated to be found, including dietary trays and laundry, if applicable.
- Sharps containers will be maintained in the upright position and will be replaced when reaches the fill line (2/3 full) to avoid overfilling.
- Broken glassware that may be contaminated will not be picked up by hand, but by mechanical means such as a brush and dustpan, tongs or forceps.
- No items shall be placed on top of the sharps container (e.g. germicidal wipes, Kleenex boxes)
- Staff must ensure that no items are sticking out and/or stuck in the opening of sharps containers
- A safety device will be used (ex point lock) if there is no engineered safety device.

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Personal Protective Equipment:

Personal protective equipment is an essential component of a plan to reduce or eliminate exposure to bloodborne pathogens. The following policies and procedures will be adhered to:

- Personal protective equipment will be used in conjunction with engineered controls and work practice controls.
- Where the potential for occupational exposure exists, staff will be provided, at no cost to the employee, appropriate personal protective equipment such as gloves, gowns, aprons, laboratory coats, splash goggles, glasses, face shields, masks, mouthpieces, resuscitation bags, pocket masks, hoods, shoe covers, etc.
- Appropriate personal protective equipment will not permit blood or other potentially infectious materials to pass through (e.g., impervious gowns) or to reach the employee’s work clothes, street clothes, undergarments, skin, eyes, mouth or other mucus membranes under normal conditions of use.
- Hypoallergenic gloves, glove liners, powderless gloves, and other similar alternatives will be readily available to those employees who experience allergenic problems with the standard gloves.
- Department managers will insure that personal protective equipment in the appropriate size is readily available and utilized when necessary to provide the needed level of protection from anticipated exposure.
- The Infection Preventionist will monitor compliance by checking use of personal protective equipment as part of the environmental rounds, and department managers will monitor compliance on a day-to-day basis.
- Employees will be provided training on the appropriate use of personal protective equipment. Training will be completed at the time of initial assignment to a job classification or task/procedure that presents the potential for blood, body fluid or other potentially infectious material exposure.
- A staff member may temporarily and briefly decline to use personal protective equipment only under rare and extraordinary circumstances. If he/she believes, based on their own professional judgment, that its use would prevent the delivery of health care or public safety services or would pose an increased hazard to worker safety, then they may decline to use the personal protective equipment. If this occurs, the Infection Preventionist will investigate and document the circumstances to determine whether changes should be implemented to prevent a similar occurrence in the future. NIHD encourages employees to report all such instances.
- NIHD will be responsible for the cleaning, laundering, repairing, replacing and disposing of personal protective equipment as needed to maintain effectiveness at no cost to the employee.
- Any garment(s) penetrated by blood or other potentially infectious materials will be removed immediately or as soon as feasible, and placed in the designated area or container for storage until washed or disposed of by the facility.

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- All personal protective equipment will be removed prior to leaving the work area and patients room
- Employees are responsible for placing their personal protective equipment, after removal, in a designated area or container for storage, washing, decontamination or disposal.
- Employees will wear gloves when it is reasonably anticipated that they will have hand contact with blood or other potentially infectious materials, mucous membranes and non-intact skin when performing vascular access procedures, and when handling or coming into contact with contaminated items or surfaces.
- Disposable gloves will be replaced, as soon as practical when contaminated, torn or punctured or when their ability to function as a barrier has been compromised.
- Disposable gloves will not be washed or decontaminated for reuse.
- Heavy duty, utility gloves may be decontaminated for reuse; however, they must be discarded if cracked, peeling, torn or exhibit any signs of deterioration that would compromise their barrier protection.
- Employees will wear masks in combination with eye protective devices such as glasses with solid sidepieces, goggles or face shields whenever splashes, spray, spatter or droplets of blood or other potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonably anticipated.
- Gowns, aprons, lab coats or similar outer garments will be worn whenever the potential for exposure to blood or other potentially infectious materials is likely.
- Surgical caps or hoods, and impermeable shoe covers or boots will be worn in instances where “gross contamination” is anticipated (e.g., autopsies, orthopedic surgery, labor and delivery).

Cleaning and Decontaminating the Work Site:

Listed below are cleaning and decontaminating policies and procedures that must be followed:

- Environmental Services is responsible for maintaining the facility in a clean and sanitary manner. Policies and procedures have been developed and implemented to ensure that cleaning is scheduled appropriately and proper methods for cleaning and decontaminating are followed. A written schedule for cleaning and decontaminating the worksite has been developed and is posted in Environmental Services work stations and in the Environmental Services manual
- All dirty linen is handled in compliance with standard precautions. All appropriate steps are taken to minimize or eliminate potential exposures. If the soiled linen is wet and presents the likelihood of causing exposure, a plastic bag will be used to prevent leakage or exposure.
- Linen will be bagged or containerized at the point of use and will not be sorted or rinsed in this location.
- The Infection Control Committee is responsible for reviewing and approving policies and procedures that address proper cleaning, disinfection, and/or sterilization of equipment or environmental surfaces that become contaminated.

A summary of cleaning requirements follows:

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- All equipment and environmental and work surfaces will be cleaned and decontaminated as soon as possible after contact with blood or other potentially infectious materials.
- Contaminated work surfaces, or surfaces that come into contact with the hands, will be cleaned and decontaminated immediately or as soon as feasible in the event they become overtly contaminated, when blood or other potentially infectious materials fluid spills occur, or when procedures are completed, using a disinfectant with a hepatitis B or tuberculocidal claim.
- All bins, pails, cans and similar receptacles that become contaminated with blood or other potentially infectious materials will be cleaned and decontaminated immediately or as soon as feasible, no later than at the end of the work shift.
- Protective coverings such as plastic wrap, aluminum foil, or imperviously-backed absorbent paper used to cover equipment or environmental surfaces will be removed, replaced and appropriately disposed of at the end of each work shift. If such covering becomes overtly contaminated, it will be removed and disposed of immediately or as soon as feasible.

Waste Disposal

The California Medical Waste Management Act, in conjunction with this plan, will provide direction on the proper disposal of biohazardous waste to include sharps waste and wastes contaminated with blood or OPIM. The following will be placed in red plastic bags marked with the word and symbol for “biohazard” and disposed of using the biohazard waste pathway:

- Liquid or semi-liquid blood or other potentially infectious materials
- Contaminated items that contain liquid or semi-liquid blood or are caked with dried blood and are capable of releasing these materials when handled or compressed
- Contaminated sharps
- Pathological and microbiological wastes containing blood or other potentially infectious materials

Hepatitis B Vaccination Program:

In an effort to provide maximum protection from hepatitis B infection, NIHD offers a vaccination program, at no employee cost, to all staff that has potential occupational exposure to bloodborne pathogens. Components of the program are outlined below:

- The vaccination program will be discussed with applicable staff following the training outlined in this plan and within 10 days of initial assignment and annually during the bloodborne pathogens training program. The safety of the vaccine and the advantages of receiving the vaccine will be reviewed with all applicable staff. Details for receiving the vaccine also will be included.
- Vaccine will be provided when indicated by Employee Health as part of the initial employment physical for all new employees with potential exposure to blood or other potentially infectious materials. Employee Health follows up with each employee until the vaccination series is complete.

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- Current employees also will be offered the HBV vaccine free of charge from Employee Health. The vaccine is offered to physicians and other individuals who are not employees (i.e. students, volunteers, contract employees).
- All employees have the right to decline immunization and are required to complete and sign the declination statement. If the employee subsequently changes his/her mind and requests the vaccine, it will be provided at no cost to the employee.

Post-Exposure Evaluation and Follow-Up:

A bloodborne pathogen exposure prophylaxis protocol has been implemented to provide an immediate, confidential medical evaluation and follow-up of employees exposed to blood or other potentially infectious materials. This protocol is in accordance with the most recent recommendations of the U.S. Public Health Service.

***Note:** The Standard requires providers to follow procedures as recommended by the U.S. Public Health Service. The Centers for Disease Control and Prevention periodically issue new recommendations. Providers, and in particular, medical professionals who conduct post-exposure evaluations, need to keep updated on the CDC's recommendations. Current recommendations and checklists are incorporated into packets and outlined below to ensure comprehensive and appropriate treatment.*

- The protocol and information packets are available from the infection policies and procedures manual. Detailed instructions and all necessary forms are included in the packet for the employee, supervisor and physician, to ensure the evaluation is comprehensive and thorough.
- Medical evaluation, counseling and follow-up will be conducted by the Nursing Supervisor, Emergency Department, and Infection Preventionist, and Employee Health.
- All medical records will be maintained in the patient's confidential employee health file.
- The treating health care professional will provide to the employee, within 15 days, a copy of his/her written opinion following the post-exposure evaluation and follow-up.
- The Infection Preventionist, Employee Health, or designee will advise the employee-patient of the right to refuse consent of post-exposure evaluation and follow-up from his/her health care employer. If consent is refused, a confidential medical evaluation and follow-up will be made immediately available by an outside health care professional. Medical evaluation and laboratory tests will be provided at no cost to the employee.

Reporting and Documenting Sharps Injuries:

All sharps related injuries will be reported as an occupational injury following the facility's Occupational Injury and Illness Reporting procedure and will be reported at the Sharps Committee. All sharps devices used within the facility will be available and displayed to assist the employee in identifying the device that caused the injury. A report denoting the frequency of use of the types and brands of sharps involved in exposure incidents will be generated and reported to the Safety and Infection Control Committees annually. Frequency of use will be approximated by product ordering trends. All sharps devices used

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within the facility will be available and displayed to assist the employee in identifying the device that caused the injury.

In addition, all sharps injuries will be recorded on the sharps injury log within 14 working days of the date the incident was reported. The log will be maintained for a minimum of five years by Employee Health.

The log will include the following information

- Job classification of the exposed employee.
- Date and time of the exposure incident.
- Type and brand of the sharp involved, if known.
- A description of the exposure incident which must include:
 - Job classification of the exposed employee.
 - Department or work area where the exposure incident occurred.
 - The procedure the exposed employee was performing at the time of the incident.
 - How the incident occurred.
 - The body part involved in the exposure incident.
 - If the sharp had engineered sharps injury protection, whether the protective mechanism was activated, and whether the injury occurred before the protective mechanism was activated, during activation, or after activation.
 - If the sharp had no engineered sharps injury protection, the injured employee’s opinion as to whether and how such a mechanism could have prevented the injury.
 - The employee’s opinion about whether any other engineering, administrative or work practice control could have prevented the injury.

Communicating Hazards to Employees:

In addition to the provisions of standard precautions, the following hazard communication provisions are implemented as part of the exposure control plan:

- Biohazardous waste will be collected in red bags pre-printed with both the word **BIOHAZARD** and the biohazard symbol.
- Warning labels with the legend **BIOHAZARD** will be affixed to refrigerators and freezers containing potentially infectious materials and all other containers used to store, transport or ship potentially infectious materials.

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- Biohazardous wastes will be labeled with the legend **BIOHAZARDOUS WASTE** or **SHARPS WASTE** as appropriate. Labels shall be fluorescent orange or orange-red, with lettering and symbols in a contrasting color.

The following items *do not* require hazard labels/signs:

- Containers of blood or blood products already labeled as to their contents and released for transfusion or other clinical use.
- Individual containers, tubes and specimen cups of blood or other potentially infectious materials placed in biohazard labeled bags or containers for storage, transport, shipment or disposal.
- Primary specimen containers, as all staff are trained to use standard precautions when handling patient specimens.
- Laundry bags and containers, as both staff and laundry workers are trained in standard precautions.
- Biohazardous (regulated) waste which has been decontaminated (e.g., processed in a sterilizer) prior to disposal.

Note: *The California Medical Waste Management Act also requires hazard-warning signs/labels of biohazardous waste. The requirements of this exposure plan are not intended to supersede these requirements but augment them.*

Information and Training:

All employees covered by this plan will be provided training at the time of initial assignment to an at-risk job classification.

Training will be provided by the microbiology coordinator or assigned trainer. Training will be provided in the language and vocabulary appropriate to the employee’s education, literacy and language background.

Training will occur:

- At the time of initial assignment to an at-risk job classification.
- Annually, within 12 months of the previous training.
- When changes affect the employee’s occupational exposure, such as new engineering, administrative or work practice controls, modifications of tasks/procedures or institution of new tasks/procedures. This training may be limited to these changes.

The training program will contain, at a minimum, the following elements:

- Copy and explanation of the Standard – A copy of Cal/OSHA’s Bloodborne Pathogens Standard is available for review in the Infection Prevention department and this plan.
- Epidemiology and symptoms – A general explanation of the epidemiology and symptoms of bloodborne pathogens.
- Modes of transmission – A general explanation of the modes of transmission of bloodborne pathogens.

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- Employer’s exposure control plan – An explanation of the plan and how an employee can obtain a copy.
- Risk identification – An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials.
- Methods of compliance – An explanation of the use and limitations of methods to prevent or reduce exposure, including appropriate engineering controls, administrative or work practice controls, and personal protective equipment.
- Personal protective equipment – Information on the types, proper use, location, removal and an explanation of the basis for selecting personal protective equipment.
- Decontamination and disposal – Information on handling and the decontamination and disposal of personal protective equipment.
- Hepatitis B vaccination – Information on the hepatitis B vaccine, including its efficacy, safety, method of administration, the benefits of being vaccinated, and that it will be offered free of charge.
- Emergencies – Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials.
- Exposure incident – An explanation of the procedure to follow if an exposure incident occurs, including how the incident should be reported, the medical follow-up available and the procedure for recording the incident on the sharps injury log.
- Post-exposure evaluation and follow-up – Information on the post-exposure evaluation and follow-up that will be provided to the employee after an exposure incident.
- Signs and labels – An explanation of the signs, labels and/or color coding used to identify hazards.
- Interactive questions and answers – An opportunity for interactive questions and answers with the trainer.

Recordkeeping:

Records covered in this section are available through Human Resources, Employee Health, and Infection Prevention. Records must be made available under these circumstances:

- All records (training records, medical records and sharps injury log) will be provided upon request to Cal/OSHA and NIOSH for examination and copying.
- Employee training records will be provided upon request to employees and employee representatives.
- Employee medical records will be provided to the subject employee upon request for examination and photocopying. Anyone with written consent from this employee may also request the medical records.
- The sharps injury log is available upon request to examine and photocopy, and will be made available to employees and to employee representatives upon request.
- The sharps injury log will be maintained in by Employee Health for a minimum of five years.

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Medical Records

A medical record for each employee who performs duties that may result in an exposure incident will be maintained by Employee Health. These records will include the following information:

- The name and date-of-birth of the affected employee.
- A copy of the employee’s hepatitis B vaccination status including the dates of all hepatitis B vaccinations and any medical records relative to the employee’s ability to receive vaccination.
- A copy of all examination and medical testing results, and follow-up procedures.
- The employer’s copy of the health care professional’s written opinion.
- A copy of the information provided to the health care professional.

These records will be kept confidential and will not be disclosed or reported without the employee’s expressed written consent except as required by Title 8, California Code of Regulations, Section 3204, and other applicable laws. These records will be maintained within the above listed departments for at least the duration of employment plus 30 years.

Training Records

Full documentation of training must be completed for all employees trained. Documentation will be maintained by, and be the responsibility of, department managers and the Infection Preventionist. Documentation will be maintained for a minimum of three years from the date of training and then transferred to permanent storage.

Training records must include, at a minimum, the following:

- Date of training session
- Summary of content
- Names and job titles of attendees
- Names and qualifications of trainers

Annual Review

A review of pathogens that potentially lead to laboratory-associated infections (LAI) will be conducted each year. This review falls into the responsibility of the microbiology coordinator. The microbiology coordinator is responsible for reviewing and updating the biosafety plan annually or more frequently if necessary to reflect any new or modified tasks and procedures that affect occupational exposure.

CROSS REFERENCE P&P

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Source: Microbiology Coordinator	Effective Date:

1. Aerosolized Transmissible Disease Exposure Plan/Respiratory Protection Program
2. Exposure Evaluation
3. Handling and Disposal of Needle/Sharps
4. Handling of Infectious/Non-Infectious Waste
5. Injury and Illness Prevention Program
6. Lippincott Standard Precautions
7. Personal Protective Equipment (PPE's) Putting On
8. Personal Protective Equipment (PPE's) Removing with critical notes
9. Personal Protective Equipment (PPE's) and Supplies
10. Adult Immunization in the Healthcare Worker
11. Waste Management Plan
12. Sharps Injury Protection Plan

REFERENCES:

1. Biosafety in Microbiological and Biomedical Laboratories, 5th Edition, U.S. Department of Health and Human Services, Public Health Service, Centers for Disease Control and Prevention (CDC), National Institutes of Health, HHS Publication No. (CDC) 21-1112, Revised December 2009
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Approval	Date
Medical Laboratory Director	
CCOC	7/27/2020
Infection Control Committee	
Medical Executive Committee	
Board of Directors	
Last Board of Director Review	

Developed: 6/2020lw
 Revised:
 Reviewed:

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Scope: Microbiology Laboratory	Manual: Clinical Practice Manual-F&B
Source: Microbiology Coordinator	Effective Date:

Supersedes:

NORTHERN INYO HOSPITAL

POLICY AND PROCEDURE

Title: Blood Bank—Emergency Requests for Blood Components	
Scope: Hospital Wide	Manual: CPM
Source: Immunology Coordinator	Effective Date:

PURPOSE:

This policy and procedure describes how to request and obtain blood components for emergencies.

POLICY:

1. During emergencies, patients needing immediate blood transfusions will be given uncrossmatched O negative pRBCs. If the ABO of the patient is known and has been confirmed, the patient can be given uncrossmatched type specific units.
2. The emergency department or house supervisor will call the laboratory when a patient needing immediate transfusion arrives or is expected to arrive in the emergency room
3. An operating room nurse will call the laboratory if a patient needing immediate transfusion is in surgery or about to arrive in surgery.
4. The house supervisor or designated staff member (ward clerk, RN) will call the laboratory if a patient needing immediate transfusion is in OB, ICU or MedSurg.
5. The house supervisor will consult with laboratory personnel to determine the most expedient manner in which the blood products can be transported to the patient care area.
6. Two persons will confirm the patient name, medical record number and birthdate, the ABO of the units and the ABO of the patient if type-specific units are given. This can be done in the laboratory or in the patient care area.
7. The transport box will remain with the patient until the physician determines that the patient no longer needs the units, when 4 hours has passed, or when the units are replaced with crossmatched blood.
8. At the end of 4 hours, if the units are still needed, laboratory personnel will repack the units in a new transport box with fresh ice packs.
9. The physician will be required to sign for uncrossmatched units. This can be done after the emergency.
10. The time involved in providing uncrossmatched or crossmatched blood is as follows:

Uncrossmatched O negative blood _____ less than 15 minutes
Uncrossmatched type-specific units _____ 15 to 20 minutes
Crossmatched type-specific units, no antibody screen _____ 20 to 30 minutes
Crossmatched type-specific units, antibody screen _____ 45 to 60 minutes

11. The blood products in stock at Northern Inyo Hospital is:

O positive _____ 10 units
O negative _____ 6 units
A positive _____ 6 units
A negative _____ 4 units
B positive _____ 2 units
FFP (AB) _____ 10 units
Cryoprecipitate _____ 2 units pooled

NORTHERN INYO HOSPITAL

POLICY AND PROCEDURE

Title: Blood Bank—Emergency Requests for Blood Components	
Scope: Hospital Wide	Manual: CPM
Source: Immunology Coordinator	Effective Date:

PROCEDURE:

1. Call the laboratory with a verbal order for emergency units. Inform the laboratory how many units, how soon the units are needed and where the patient is.
2. Call the Nursing Supervisor to arrange transportation of the units to the patient area.
 - a. If the patient is in surgery and it is determined that lab personnel will transport the units, arrange to meet the transporter in an area where it is not necessary for the transporter to gown up.
3. When the transport box with the units is received, keep the box with the patient until the physician determines the blood is no longer needed.
4. After removing a unit, close the container to keep the temperature of the units below 6C.
5. Call the laboratory to return the blood container as soon as it is not needed. The container must be returned to the blood bank within 4 hours.
6. If the container is needed more than 4 hours, call the laboratory.

Approval	Date
COCC	5/14/2019
Laboratory Director	7/24/2020
STTA	7/22/2020
Medical Executive Committee	8/4/2020
Board of Directors	
Last Board of Directors Review	

Responsibility for review and maintenance:

Index Listings:

Initiated:

Revised/Reviewed:

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

Title: Death in the Operating Room	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 10/92

PURPOSE:

To assure that the patient is properly cared for after death and that all pertinent release forms are completed.

POLICY:

All deaths in the operating room are considered A "**CORONERS CASE**", and are to be treated in a manner that does not disturb any possible evidence.

PROCEDURE:

- The surgeon will confirm the patient's death and will sign the death certificate.
- The surgeon will notify the family of the patient's death.
- The circulating nurse will notify the House Supervisor of the patient's death.
- The circulating nurse will notify the coroner of the patient's death or delegate this task to the House Supervisor.
- The House Supervisor will notify the organ procurement organization within 60 minutes of the death.

- The operating room personnel will prepare the body for transfer to the mortuary. **ALL IV LINES, FOLEY CATHETERS, ENDOTRACHEAL TUBES, OR ANY OTHER INVASIVE LINE MUST STAY INTACT, THESE TUBES CAN BE TIED OFF OR CLAMPED, BUT MAY NOT BE REMOVED. DO NOT CLEAN THE BODY**(example; it could remove powder burns or other forms of evidence.

- **IF THE PATIENT HAS A GUNSHOT WOUND, THE ENTRANCE AND EXIT WOUNDS ARE TO BE LEFT OPEN AND NOT CLOSED. ANY EVIDENCE SUCH AS BULLETS MUST BE PROPERLY LABELED AND DISPOSED OF FOLLOWING PROCEDURE ON TRANSFER OF EVIDENCE.**

- Incisions may be closed and this usually is done with a one-layer closure.

MOVING THE PATIENT:

- Ask the coroner permission to remove the patient from the operating room before moving the patient onto the gurney.
- The operating room personnel will place the patient on a clean gurney and cover him with a clean bath blanket.
- If the family wishes to view the patient, place the patient in a quiet, private environment and stay with the family for support. (**This must be approved by the Coroner**).

- Prepare the family emotionally for the appearance of the patient with tubes in place. Provide emotional support.

- The patient's belongings are to be given to the coroner. Document in the medical record exactly what was sent. The clothing may be given to the family only in the presence of the coroner.

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

Title: Death in the Operating Room	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 10/92

DOCUMENTATION:

- Document the time of death on the operating room record and on the discharge slip (this can be obtained from the supervisor).
- **Document in medical record:** All documentation regarding the patient's death, the family member that was notified and by whom, the time the body was picked up by the coroner, the tubes left in place and any belongings sent with the body or home with the family.

RELEASE OF BODY:

- California Health and Safety Code requires health care facilities to notify the mortuary attendant, prior to removal of the body, if the patient is afflicted with a reportable disease listed in Title 17, California Code of Regulation, Section 2500 (c), i.e., HIV disease, Hepatitis, etc., without written authorization of the patient's representative, but the release must be tracked.
- The mortuary attendant will complete the **AUTHORIZATION FOR RELEASE OF BODY TO MORTUARY**. This completed form remains on the medical record of the patient. (Forms-HIPAA-43)
- The coroner may request copies of the operating room record and the patient's chart.

REFERENCES:

1. California Public Law. Health and Safety Code (2010). Article 3. *Responsibility of Coroner* Section 102850-10286
2. Center for Disease Control and Prevention. Coroner/Medical Examiner Laws. Retrieved from <http://www.cdc.gov/phlp/publications/coroner/california.html>.
3. California Code, Government Code Section 27491. Retrieved from <https://codes.findlaw.com/ca/government-code/gov-sect-27491.html>

CROSS REFERENCE POLICIES / PROCEDURES:

1. Coroner's Case
2. Death-Disposition of Body

Approval	Date
CCOC	6/1/2020
STTA	7/22/2020
MEC	8/4/2020
Board of Directors	
Last Board of Directors Review	1/16/19

Initiated: 9/92 BS

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Index listings: Death in the Operating Room / Coroners Case Operating Room

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Draping for Surgical Procedures	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 03/01/01

PURPOSE:

- To provide guidelines for evaluation, selection and use of surgical gowns and drapes.
- To create and maintain a sterile field.
- To provide adequate exposure to the operative site within the sterile field.
- To prevent the migration of microbes from unsterile areas into the sterile field.
- To provide a safe effective means of protecting patients and health care personnel during surgical procedures.

POLICY:

For all patients undergoing surgical intervention, the operative site and necessary tables and equipment are draped using aseptic technique.

EQUIPMENT:

Appropriate drapes and packs for procedure
Back table, Mayo stands and Ring stands.

GENERAL CONSIDERATIONS:

Surgical gowns and drapes shall maintain their integrity and be durable.

- Materials should be resistant to penetration by blood and other liquids.
- Materials selected for construction of surgical gowns and drapes shall be safe, meet identified needs, and promote patient and personnel safety.
- Gowns and drapes are protective barriers against the transfer of micro-organisms, particulates and fluids to minimize strike-through and potential for personnel contamination.
- Micro-organisms can be transferred through barrier materials by wicking of fluids and/or pressure or leaning on a blooded area of the product.
- Surgical gowns should be selected for use according to the barrier quality of the item and wearer's anticipated exposure to blood and body fluids in accordance with the OSHA guidelines for use of personal protective equipment.
- Short procedures during which there is little or no anticipated exposure to blood or body fluids can be completed successfully using a surgical gown with minimal barrier protection.
- As the complexity of the planned procedure increases, there may be increased potential for exposure to blood-borne pathogens and it would be prudent to select a gown with greater barrier capability.
- Surgical gowns and drapes should be designed for single use and should not be sterilized. Unused disposable gowns and drapes should **not be resterilized**.
- Surgical gowns and drapes should be low linting
- Materials should be resistant to tears, punctures, strain and abrasion. Seams of barrier material should be evaluated to determine their capability to minimize either penetration or passage of potential contamination.
- Only intact materials are used for draping.

Sterile drapes are handled as little as possible;

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Draping for Surgical Procedures	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 03/01/01

- Drapes should not be shaken, flipped or fanned.
- Drapes are carried folded to areas where they are to be placed. To avoid contamination, care must be taken to maintain an appropriate distance from nonsterile areas.
- Once in position drapes are not repositioned, if a drape is incorrectly placed it shall be discarded.
- During draping procedures, gloved hands are protected from contamination by cuffing an edge.
- Drapes that have dropped below the waist level while being unfolded are not brought into the sterile field, they are discarded.
- Whenever sterility is in doubt, consider the drape contaminated.

Surgical gowns and drapes should resist combustion.

- Care should be taken when gowns and drapes are exposed to light and heat sources, electrosurgical devices, lasers and other power equipment.
- Materials ignite and burn at various rates. Even materials said to be flame-retardant might burn or melt when subjected to intense heat or oxygen rich environment.
- Gowns and drapes selected for use shall be consistent with accepted flammability standards that will provide the safest environment for patients and health care workers.
- All material used in the surgical environment will burn, given the right conditions.

Surgical gowns and drapes should be comfortable and contribute to maintaining the wearer's desired body temperature.

Surgical gowns and drapes selected for use shall have a favorable cost/benefit ratio.

- Surgical gowns and drapes shall not be selected on the basis of cost only.
- Careful selection of the appropriate gowns and drapes for the practice setting will contribute to the fiscal soundness of the provider facility.

Surgical gowns and drapes are considered medical devices:

- Failure is subject to Medical Device reporting requirements according to the Safe Medical Devices Act of 1990 (SMDA) and /or FDA voluntary problem reporting program.

PROCEDURE:

INSTRUMENT TABLES AND EQUIPMENT

- Drapes are placed only on clean dry surfaces.
- Any equipment brought into the sterile field should be draped.
- When available, specialty drapes are used to drape specialty equipment (such as the Microscope).
- When equipment such as an X-Ray machine that cannot be draped, is positioned over the operative site, the site must be protected with a sterile barrier. The head of the X-Ray machine can be draped with an equipment cover.
- Drapes used to cover equipment that generate heat must allow ventilation to dissipate heat.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Draping for Surgical Procedures	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 03/01/01

- Light cables and lenses connected to light sources must be monitored continuously to prevent smoldering of drapes from intense heat of light source.

OPERATIVE SITE:

- The tips of penetrating towel clips used to secure towels and/or drapes are considered contaminated and are not to be removed until the end of the procedure.
- Single sheets, fenestrated drapes, or a combination of both are used to drape from the incision site to the periphery.
- Additional areas to be draped include:
 - a. Foot of table
 - b. Arm boards
 - c. Screen and or IV poles used to allow anesthesia access to the patient.
- When placing drapes, never reach across the non-sterile area of the operating table to drape the other side; go around the table.
- Draping procedures may be modified by anatomical location of incision.

DOCUMENTATION:

Any breaks in sterile technique are to be noted in the comment section of the OR Record, and the OR Nurse Manager is to be notified.

REFERENCES:

1. AORN Guidelines for Perioperative Practice, 2018: Patient Skin Antisepsis, Sterile Technique

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Board of Directors	
Last Board of Directors Review	1/16/19

Revised: 02/01; 2/2011 BS, 4/20aw

Index Listings: Draping for Surgical Procedures

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Electrosurgical Cautery	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 03/01/01

PURPOSE:

To familiarize the perioperative nurse with principles of electro surgery and safety of the patient during its use. Electro surgery, the cutting and coagulation of body tissue with high frequency current, is a routine surgical technique used in operating rooms. To complete the electric circuit to coagulate or cut tissue current must flow from a generator (electrosurgical power unit) to an active electrode, through tissue and back to the generator via an inactive dispersive electrode.

POLICY:

When utilizing electro surgery in the perioperative area, the following precautions will be utilized.

EQUIPMENT:

- Electrocautery unit
- Patient inactive dispersive electrode (grounding pad should be a non-drying conductive material, dual –contact dispersive electrodes).
- Active electrode (on field) of surgeon's choice
- Active electrode monitoring during laparoscopic procedures
- Return electrode contact quality monitor

PRECAUTIONS:

1. Electrical burn through patient's skin is the greatest hazard of electro surgery. These burns are usually deeper than flame burns; causing widespread tissue necrosis and deep thrombosis to extent that debridement may be required. Nursing personnel must be aware of hazards and safeguard against injury to the patient.
2. The dispersing grounding pad must be properly placed and connected to avoid electrical burn to patient.
3. The electrosurgical unit must be in working order, if it fails to function properly or alarms, discontinue use immediately, mark or tag the device and notify the biomedical engineer.
4. Should not be used in the presence of flammable agents, alcohol & tincture based agents. Fumes may collect in drapes and ignite when electrosurgical unit is used. Do not use in the presence of intestinal gases, which contain hydrogen, and methane, which are highly flammable.
5. Should be turned off when mixing **CEMENT** for orthopedic cases as the mixture can be flammable.
6. **Electro surgery may disrupt operation of a pacemaker; the patient must be continuously monitored. A defibrillator should be on standby in the operating room.**
REFER TO GUIDELINES CONCERNING PATIENTS WITH PACEMAKERS.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Electrosurgical Cautery	
Scope: Surgery	Manual: Surgery
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7. Do not use in the presence of flammable anesthetic agent, use with caution in the presence of high concentrations of oxygen or nitrous oxide when working in the mouth, around the head or pleural cavity.
8. Electrocardiogram electrodes should be placed as far away from the operative site as possible.
9. Burns can occur at site of electrodes and other low impedance points from invasive monitor probes if current diverts to alternate ground.
10. Electro surgical accessories selected should be compatible with the equipment intended for a particular use (e.g., monopolar or bipolar connectors). Appropriate matching minimizes the risk.
11. Equipment should be designed to minimize the risk of capacitate coupling injuries. The use of AEM (Active Electrode Monitoring) technology allows the detection of stray current that cause that injury.
12. Electrosurgical equipment must be plugged directly to the wall outlet. Cord should be adequate in length and flexibility to reach the electrical outlet. Do not use extension cord or plug adapter. The device should be securely mounted on a shelf or tip resistant cart.
13. Never deactivate the audible activation tone/alarms. Minimize unintentional activation that could result in patient and personnel injury.
14. Instructions for use, warranties, and maintenance and inspection should be available. A brief set of clearly readable instructions attached to each unit. Clean equipment according to manufacturer's instructions.
15. Fluids saline or water should be available on the sterile field. Personnel should be prepared to immediately extinguish flames should they occur. A CO2 fire extinguisher should be readily available, CO2 fire extinguishers can extinguish fires involving cloth and paper, and it is safe to use in the presence of electrical fire. Use wet towels or sheets instead of fire blankets, which tents O2 and encourages more fuel to the fire.
16. All electrodes should be examined for impaired insulation before use. Insulation failure of electrodes caused by trauma during use or processing provides an alternate pathway for the electrical current to leave the electrode. Some insulation failures are not visible. This has resulted in serious patient injuries.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Electrosurgical Cautery	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 03/01/01

COMPONENTS OF ELECTROSURGERY:

COAGULATING CURRENT:

A dampened waveform has a continuous pattern of surges of current, which rapidly diminishes, to short time periods in which no current is delivered. Dampened current coagulates tissue, as it approaches the active electrode, density to current increases to produce intense heat. This sears the ends of small or medium vessels to control bleeding.

CUTTING CURRENT:

An undamped waveform does not diminish, but retains a constant output of high-frequency current. This is produced by a vacuum tube oscillator. Undamped current cuts tissue. This continuous current forms an arc between tissues and an active electrode that is intense enough to divide fibrous tissue as it moves along lines of incisions, before sufficient heat builds up to coagulate adjacent tissues.

BLENDED CURRENT:

Undamped current can be blended with damped current to add a coagulating effect to the cutting current. At the same time it cuts through or across tissue, cutting current accomplishes some coagulation of cells on the surface of the incision and prevents capillary bleeding.

CONTROLS:

Type and amount of current are regulated by controls on the generator. Most units provide up to 400 watts of power, it is seldom necessary to use full power settings. A safe general rule for the circulating nurse is to start with the lowest setting of current that accomplishes the desired degree of coagulation or cutting, then increase current at the surgeon's request. The surgeon selects the type of current to be used and the circulating nurse verbally confirms the power settings before the generator is activated.

ACTIVE ELECTRODE:

The sterile active electrode directs flow of current to the operative site. Style of the electrode tip, blade, loop, ball or needle will be determined by the type of operation and current to be used. Rather than placing tip directly on tissue, frequently bleeding vessels are clamped with hemostats or smooth tipped tissue forceps. Vessels are coagulated when any part of the metal instrument is touched with the active electrode; this is referred to as "buzzing".

INACTIVE DISPERSIVE ELECTRODE:

Electric current will flow to ground or a neutral potential. Therefore, a proper channel must be provided to disperse current and heat generated in tissue. The inactive electrode disperses high frequency current released through the active electrode and provides low current density return from tissues back to the generator.

BIPOLAR:

The dispersive electrode is incorporated into forceps used by surgeons. One side of the forceps is the active electrode through which current passes to tissues the other side is inactive. Output voltage is relatively low. Current flows only between tips of forceps, returning directly to generator. Current does

**NORTHERN INYO HOSPITAL
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Title: Electrosurgical Cautery	
Scope: Surgery	Manual: Surgery
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not disperse itself throughout patient as in monopolar units. This provides extremely precise control of coagulated area. A grounding pad is not needed because current does not flow through the patient.

MONOPOLAR:

Current flows from generator to active electrode, through patient to an inactive dispersive electrode, back to generator. Power is greater than through bipolar forceps because current supplied by generator is dispersed from the active electrode, it seeks completion of electrical circuit to ground or a neutral potential through the patient's body. An inactive dispersive electrode must be used to ground the patient.

RECQMS:

Return electrode contact quality monitoring system is used at NIHD. This device protects the patient from pad site burns caused by inadequate contact. The system continually monitors the impedance under the split pad as it sends out an interrogation circuit to measure impedance level. The system deactivates the current flow when the impedance level under the pad increases to an unsafe level, thus preventing a burn. Review proper pad placement.

TISSUE RESPONSE MONITORING SYTEM:

This is a computer controlled feedback system that senses the impedance of the tissue and automatically adjusts the current and output voltage to maintain a constant surgical effect. The need to adjust power settings for different tissue types is reduced through this advanced feedback system. Because of improved performance at a lower power settings and voltages, the risk of patient injury is reduced.

ARGON-ENHANCED ELECTROSURGERY:

An argon-enhanced electrosurgical device combines argon gas with electrosurgical energy to improve the effectiveness of the effectiveness of the electrosurgical currents. Because argon gas is heavier than air, inert, and noncombustible, it creates an efficient pathway for the electrosurgical energy from the electrode to the target tissue. The flow of argon gas clears the surgical site of blood and fluids, allowing for greater visibility of the bleeding site. It also blows the oxygen, decreasing the chance of combustion and formation of surgical smoke

The most popular benefits of argon-enhanced electro surgery include the following:

- Rapid coagulation of diffused bleeding site with reduced blood loss
- Reduced risk of rebleeding
- Noncontact tissue coagulation
- Reduced surgical plume
- Reduced depth of penetration by the electrical energy, thus less adjacent tissue damage.

When the argon-enhanced electrosurgical device is used during laparoscopic procedures, care must be taken not to over insufflate or over pressurize the abdomen because there is a constant flow of argon gas that could cause the formation of a gas embolism. Often another port is left open during activation of the argon-enhanced electrosurgical device to allow any excess gas to escape. An insufflator with audible

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Electrosurgical Cautery	
Scope: Surgery	Manual: Surgery
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alarm indicating over pressurization should be used. The patient should also be monitored so that any early symptoms of an embolism can be detected and treated.

ULTRASONIC DEVICE SURGERY:

- Vibrating energy has been developed to provide a safe option for cutting and coagulation. High-frequency sound waves are propagated to a blade tip to produce ultrasonic energy. These ultrasonic waves have a frequency of over 20,000 Hz and cannot be sensed by the human ear.
- There are different tip configurations available, including a blade, ball, and hook. To obtain optimal tissue response, counter traction must be applied to the structure being treated.

PROCEDURE:

1. All electrosurgical units (ESU) can be used for more than one inactive dispersive electrode, such as regular electrode and a Bayonette Cautery. Remember that there is a separate foot pedal for **BIPOLAR**. Consult the instruction manual specific for each unit.
2. Have all equipment and accessories available and use only accessories designed and approved for the unit.
3. Check the operation of the alarm system. If applicable, check the operation of the return cable sentry **PRIOR** to placement of the return electrode on the patient.
4. Proper pad placement: Use a new disposable return electrode for each patient; use a pediatric return electrode for pediatric patients. Tear open the package immediately prior to use. Verify electrode is intact, gel is moist and the manufacturer's expiration date is not reached. Uncoil and inspect the cable. After the patient is in the final position, carefully separate the electrode from the liner starting at the electrode edge farthest away from the cable. Avoid excessive skin or finger contact with adhesive surface prior to application. Apply electrode firmly, ensuring full adhesive contact with skin.
5. Proper pad placement continued: Select a well-perfused, well-vascularized muscle mass in close proximity to the surgical site, (anterior arm or thigh is recommended), to minimize current flow through the body.
6. Proper pad placement continued: Shave the application site as required, clean with alcohol to remove oils, lotion, etc. and allow to dry thoroughly, this will promote good skin contact.. Failure to achieve good skin contact by the adhesive surface may result in an electrosurgical burn or poor electrosurgical performance.
 - Do not increase the power output before checking for obvious defects / pad application.
 - Do not reuse or relocate the dispersive electrode after initial application. If patient is repositioned during procedure, reinspect dispersive electrode and all connections. Do not attempt to reuse electrode once it has been applied to the patient; use a new electrode.
 - Do not cut or modify electrode in any manner.
 - Electrode gel is not required and should not be used.

**NORTHERN INYO HOSPITAL
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Title: Electrosurgical Cautery	
Scope: Surgery	Manual: Surgery
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- Heat applied by thermal blankets or other sources is cumulative with the heat produced at the dispersive electrodes (caused by electrical currents).
- Choosing a dispersive electrode site that is remote from other heat source may minimize risks of a patient injury.

7. Proper pad placement continued: Avoid placement of dispersive electrode on bony prominences might result in pressure points, which in turn can cause current concentration. Place pad on clean, dry skin over or under a large muscle mass. Do not place pad on skin over a metal implant such as a hip prosthesis because current could be diverted to implant. Avoid placement of pad over fatty tissues, tissue over bone, scar tissue, skin lesions, skin folds, near EKG electrodes and cables and hair, which can impede electrosurgical current flow. Do not apply where fluids may pool (e.g., under the buttocks) which could result in chemical burn. Avoid placement distal to the tourniquet because of inadequate perfusion to that area. . Avoid placing dispersive electrode over a tattoo, many of which contain metallic dyes. Superheating of tissue has occurred during magnetic resonance imaging; therefore, it is prudent to avoid the site when possible.
8. Make sure connection between dispersive electrode and generator is secure. If circuit is faulty, ground circuit may be completed through inadvertent contact with metal operating table or its attachments.
9. Return electrodes should be positioned and connected for generators that accommodate both bipolar and monopolar operation.
10. When active monitoring is not in use, additional precautions should be emphasized to minimize the risks associated with insulation failure and direct capacitance coupling. Use the lowest possible power settings to achieve the desired surgical effect. . Low-voltage cutting waveform setting should be selected whenever clinically feasible. The need for abnormally high settings indicates something is wrong.
11. Position cords so taut they present no tripping hazard. Do not wheel equipment over electrical cords.
12. If the patient is moved or repositioned, check that the return electrode is still in good contact with the patient. If using an adhesive electrode makes sure the gelled area is in good contact not just the adhesive border.
13. When an active accessory is not in use, remove it from the surgical field and contact with the patient. With most generators **all outputs are hot** when activated.
14. Do not coil up active or patient cables, this will increase radio frequency leakage currents and present a potential danger to the patient.
15. Do not activate the electrosurgical unit for long lengths of time.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Electrosurgical Cautery	
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16. Avoid "buzzing" forceps and creating a metal-to-metal arc. Touch the forceps with the electrode and then activate the generator.
17. Only use endoscopes with insulated eyepieces in conjunction with the electrosurgical unit.
18. Keep active electrodes clean, eschar build-ups will increase resistance, reduce performance, and require higher power settings.
19. Active electrode should be securely seated unto the hand piece. It should be removed as soon as possible. Prep solutions containing alcohol or flammable agents should be completely dry before ESU is activated.
20. **DO NOT SUBMERGE** the active accessory in liquids, this may cause the accessory to activate.
21. When using electro cautery, the protective holsters are to be attached to the drapes and the active electrode is to be maintained in the holster when not in use.

DOCUMENTATION:

The circulating nurse will record on the patient's record the location of inactive dispersed electrode, patient's skin condition before and after electro surgery, generator identification number and the settings used.

The circulating nurse will record on the intra-operative order sheet the **CUT** and **COAG** levels and any increase or decrease of these values per physician order.

If there is a problem with the generator during use, the unit is to be taken out of service and the Surgery Nurse Manager will be notified as well as the Biomedical Technician. The unit will remain out of service until the problem can be corrected.

REFERENCES: Berry & Kohn's Operating Room Technique
AORN Guidelines for Perioperative Practice, 2018: Energy-Generating Devices
Manufacture Literature (IFU) for Electrosurgical Unit

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**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Fire Safety in Surgery	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 12/1/1997

PURPOSE:

Fire is an inherent risk in the operating room. Fire is an ever present danger, and poses a real hazard to health care worker and patient safety. Fires in an oxygen enriched atmosphere are fundamentally different in character than those occurring in a normal atmosphere. Although oxygen and nitrous oxide are nonflammable gases, they support and accelerate combustion.

POLICY:

- The perioperative team members will participate in a fire drill for the operating room at least yearly as a group.
- The perioperative staff will complete the approved competency for Fire Safety in the OR on a regular basis.

EQUIPMENT:

Knowledge of use of appropriate fire extinguisher for area (B C). Knowledge of location for area is essential. In the operating room the extinguisher is located in each operating room **near the main door.**

Staff members in the perioperative care setting will know how to initiate a “Code Red” and knowledge of fire alarms for area is also essential. The alarm is located just outside the doorway to the nurses lounge area, in the operating room corridor.

PRECAUTIONS:

Always be aware of the high potential of fire in an oxygen enriched environment and the safety of the patient. The most obvious and easiest method of fighting fires is to **PREVENT THEM FROM STARTING.** When working in oxygen enriched environment, fire safety should always be a high priority.

The fire triangle consists of an ignition source, a fuel source and an oxidizer. When these three components come together in the proper proportions, a fire can occur. Diminish or remove any element of the triangle and a fire can be prevented or extinguished.

Each perioperative team member is responsible for promoting a culture of fire safety.

Each member of the surgical team controls a specific side of the triangle:

1. Surgeon - Ignition source.
 - a. Anything that produces heat; the two most common sources are the electro-surgical unit and the laser. Other equipment that produces heat, includes but not limited to, fiber optic light cables and light boxes; drills, saws, burrs, hand-held electrocautery devices; Argon Beam Caутery; and defibrillators.
2. Nurses – fuels
 - a. Almost everything in the perioperative arena can be a fuel source, especially when an accelerant such as oxygen is present. The items used to set up the sterile field and protect the patient (e.g. linens, drapes, gowns, supplies, prep, gauzes) should be all considered fuel sources.
3. Anesthesiologists - oxidizers.
 - a. The primary oxidizers in the surgical environment are oxygen and nitrous oxide. Fires can occur when the oxidant level in the atmosphere rises above the level of ambient air

**NORTHERN INYO HOSPITAL
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Title: Fire Safety in Surgery	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 12/1/1997

(i.e. 21%). Oxygen can escape into the air when patients are given mask or nasal oxygen. A level above 21% should be treated as an oxygen enriched environment.

By understanding the fire triangle and how to properly manage its components, the surgical team can prevent fires.

PROCEDURE FOR PREVENTION OF FIRES IN THE OPERATING ROOM:

1. Control heat sources by allowing sufficient amount of time for patient prep to dry, and avoid pooling of prep solutions around the patient. Use flammable prep solution with caution. Ensure that fiber-optic light source is good working condition, and do not have broken light fibers.
2. Beams from fiber-optics should not be directed onto anything flammable, such as drapes, sponges etc. Heat can build up until it is sufficient to produce burning or smoldering. **MAKE SURE THE LIGHT SOURCE IS TURNED OFF BEFORE REMOVING FROM LENS, AND DO NOT LAY ON DRAPES IF STILL ATTACHED TO LIGHT SOURCE.** Place light source on Standby or turn it off when cable is not connected. Place light source away from anything else that is flammable.
3. Lights and sources of heat should be kept at least 4 feet away from anesthesia machine and cylinders if possible.
4. Only approved photographic lighting equipment with suitable enclosures can be used. Sparks and hot particles, as from a burst flash bulb, could be an ignition source.
5. When using oxygen by cannula or mask and surgical procedure is around the face, tent the drape and have a suction tube to evacuate excess oxygen from around the face to prevent ignition.
6. Do not use the laser or ESU near flowing O₂. Stop supplemental O₂ for 1 minute before using ESU or laser for head, neck, or upper chest procedures.
7. Electrosurgical unit should not be used on neck, nasopharynx and adjacent areas if a flammable inhalation agent was used for induction of anesthesia (we do not utilize flammable inhalation agents at NIH). Refer to ESU safety and use policy.
8. Relative humidity should be maintained between 50 and 60 percent. Moisture provides a relatively conductive medium allowing static electricity to leak to earth as fast as it is generated. Sparks form more readily in low humidity.
9. Ensure that all electrical equipment is in good working condition; it should be plugged into receptacle before anesthetic is administered and before power switch is turned on. Biomedical inspection stickers on the equipment should be current. Do not use equipment with frayed or damaged cords or plugs. Remove any equipment that emits smoke during use.
10. Anesthesia is discontinued as soon as possible if ground monitoring system indicates a warning. Following completion of operation, room is not used until electrical defect is corrected.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Fire Safety in Surgery	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 12/1/1997

11. Electrosurgical units are to be turned off when mixing simplex cement to avoid possible explosion from fumes. Cement fumes are to be evacuated during mixing.
12. A scavenging system will be utilized at all time when using the anesthesia machines.

PROCEDURE DURING A FIRE IN THE OPERATING ROOM:

Most fires in the operating room will be either on or in the patient.

In either case, quick action will avert a disaster. Smoke, the smell of fire, or a flash of heat or flame should prompt a fast response. In 30sec or so, a small fire can progress to a life threatening large fire.

1. **STAY CALM!** Remember your primary concern is the safety of your patient.
2. To contain the flames, the fire triangle must be disrupted by diminishing or removing one or all of its sides. A small area of burning drape or gown can be patted out effectively and safely by hand. Smother small fires with a wet sponge or towel. Remove the burning material from the patient. Extinguish any burning material with the appropriate fire extinguisher or water if appropriate. Fire blankets should not be used in the OR; the fire could become trapped on or under the patient. Larger areas can be smothered effectively with a wet towel.
3. With a large fire, stop the flow of breathing gases to the patient. The anesthesiologist should discontinue the gas flow to the patient in the event of a fire on the patient; with an airway or tracheal fire, disconnect the breathing circuit and remove the breathing tube.
4. Good communication is essential among the surgical team when trying to contain or extinguish a fire. While the anesthesiologist is discontinuing the gas flow, the nurse and surgeon put out the fire and the team as a whole care for the patient, this will require the entire team to stay calm and communicate with each other while working quickly and safely.
5. When the situation is controlled, the patient must be quickly cared for by extinguishing any residual fires, resuming ventilation, controlling bleeding, and dealing with any further injuries.
6. **IF THE FIRE SPREADS BEYOND THE PATIENT:**
Alert other operating room staff to the fire, and initiate the fire alarm system in the hospital in case it gets out of control; then the staff should act to control the flames. The oxygen and nitrous oxide flow should be interrupted, and fuels removed from the fire's environment or prevented from vaporizing (e.g., by pulling apart a set of burning drapes) to separate the fuel from the fire. Water or inert gases from a fire extinguisher can be directed at the flames, a squirt of Halon or CO2 will knock out a drape fire with minimal contamination of, and secondary damage to, the patient.
7. Any electrical device involved in the fire should be unplugged.

IN CASE THESE MEASURES ARE NOT EFFECTIVE:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Fire Safety in Surgery	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 12/1/1997

8. Toxic smoke will form a hot, dense layer near the ceiling, obliterating overhead lights. This smoke can migrate through the room ventilation system, so the staff should keep low and quickly get and use fire extinguisher.
9. If evacuation is necessary (this is a joint decision of the entire surgical team) the patient should remain on the operating room table and the table and patient moved as a unit. All oxygen and nitrous oxide valves in the area should be shut off to prevent reigniting the fire. The PACU is the best place to evacuate the patient to, if the fire is not in danger of progressing to that area.
10. As above all electrical equipment needs to be shut off and unplugged if possible, as electrical equipment doused with water can be hazardous to personnel.
11. If fire progresses past 1 minute the entire operating suite should be evacuated. **SHUT ALL DOORS TO THAT AREA** and by then the fire department should have arrived.
12. Due to the close proximity of our operating rooms, if the fire progresses to evacuation, the other room needs to evacuate their patient also due to the possibility of explosion or spread of the fire.

IN THE EVENT OF A SMALL FIRE ON THE PATIENT, IMMEDIATELY:

Pat out or smother small fires or remove the burning material from the patient.

IN THE EVENT OF A LARGE FIRE ON THE PATIENT, IMMEDIATELY:

1. Stop the flow of breathing gases to the patient.
2. Remove the burning material from the patient.
 - a. Have another team member extinguish the burning material.
 - b. If needed, use a fire extinguisher to put out a fire involving the patient.
3. Care for the patient.
 - a. Resume patient ventilation.
 - b. Control bleeding.
 - c. Evacuate the patient if the room is dangerous from smoke or fire.
 - d. Examine the patient for injuries and treat accordingly.
4. If not quickly under control, notify other OR staff and the fire department that a fire has occurred.
 - a. Isolate the room to contain smoke and fire.
5. Finally, save involved materials and devices for later investigation.

EMERGENCY PROCEDURE: EXTINGUISHING AIRWAY FIRES:

AT THE FIRST SIGN OF A TRACHEAL TUBE FIRE, IMMEDIATELY AND RAPIDLY:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Fire Safety in Surgery	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 12/1/1997

1. Disconnect the breathing circuit from the tracheal tube.
2. Remove the tracheal tube.
 - a. Have another team member extinguish it.
 - b. Remove cuff-protective devices and any segments of burned tube that may remain smoldering in the airway.
3. Care for the patient.
 - a. Reestablish the airway and resume ventilating with air until certain that nothing is left burning in the airway; then switch to 100% oxygen.
 - b. Examine the airway for the extent of damage and treat the patient accordingly.
4. Save involved materials and devices for later investigation.

DOCUMENTATION:

- a. All materials involved in the fire should be maintained for evaluation.
- b. Administration, safety officer, and hospital risk manager must be notified of any fire.
- c. All surgical fires should be reported and documented in accordance with state and local regulations.

REFERENCES:

1. Operating Room Risk Management Article by ECRI on Fires in the OR
2. TJC Standard EC.02.03.01, EC.02.02.02, EC.02.03.05
3. Title 22 Standard: 70743
4. AORN Guidelines for Perioperative Practice, 2018: Environment of Care Part 1, Patient Skin Antisepsis, Energy Generating Devices

CROSS REFERENCE POLICIES / PROCEDURES:

1. Fire Safety
2. Fire Safety Management Plan

Approval	Date
CCOC	6/1/2020
STTA	7/22/2020
MEC	8/4/2020
Board	10/21/15
Last Board of Director review	3/18/2020

Initiated: 11/97

Revised: 02/01 BS;3/06; 06/11 BS, 4/20aw

Index Listings: Fire Safety in the Operating Room

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Immediate Use Sterilization Procedure (IUS)	
Scope: Sterile Processing, Surgery	Manual: Infection Control- Patient Care (ICP), Sterile Processing, Surgery, Surgery - Infection Control- Patient Care (ICP)
Source: DON Perioperative Services	Effective Date: 07/01/03

PURPOSE

- To provide needed instruments to the operating room when there is insufficient time to process by the preferred wrapped method.
- For terminal sterilization of instruments prior to wrapping.
- Provide sterile instruments for immediate use.

POLICY FOR OPERATION OF IMMEDIATE USE AUTOCLAVE

- Immediate use sterilization may be used when there is an immediate need for an individual item, such as a dropped instrument and there is no alternative.
- Immediate use sterilization is not recommended if time permits conventional sterilization of instruments, trays and implants.
- The autoclave used in the operating room is a Pre-vacuum sterilizer.
- Immediate use sterilization is a process that is used for unwrapped items, although a single wrapper may be used in certain circumstances if the sterilizer or packaging manufacturer’s instruction permits.
- Since drying time is not usually a part of the immediate use cycle, the items processed are assumed to be wet at the conclusion of the cycle.
- The processed items must be transferred immediately, using aseptic technique, from the sterilizer to the actual point of use, usually the sterile field in an ongoing surgical procedure. Regardless of whether the items are wrapped, there is NO storage or shelf life of immediate use sterilized items because of the higher probability of contamination after the sterilizer door is opened and the items are removed.

WARNING

- The autoclave is not to be operated by untrained or unauthorized personnel. All operating room and sterile processing personnel will be instructed in the function, mechanical operation and safety considerations of our autoclave during their orientation to the department.
- The possibility of severe steam burns exists. A warning label to that effect is posted on the front of the autoclave door.

Items to be Immediate Use sterilized are:

- Disassembled and thoroughly cleaned with detergent and water to remove soil, blood, body fats, and other substances.
- Lumens are brushed and flushed under water with a cleaning solution and rinsed thoroughly.
- Items are placed in a closed sterilization container or tray, validated for immediate use sterilization, in a manner that allows steam to contact all instrument surfaces.
- Measures are taken to prevent contamination during transfer to the sterile field.
- Packaging and wrapping should not be used in immediate use sterilization cycles unless the sterilizer is specifically designed and labeled for this use.
- Each sterilization cycle should use physical monitoring devices to verify cycle parameters such as time, temperature for each cycle.
- Biological and chemical indicators should be used to monitor sterilization.

IMPLANTS:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Immediate Use Sterilization Procedure (IUS)	
Scope: Sterile Processing, Surgery	Manual: Infection Control- Patient Care (ICP), Sterile Processing, Surgery, Surgery - Infection Control- Patient Care (ICP)
Source: DON Perioperative Services	Effective Date: 07/01/03

- Immediate use sterilization 270 degrees 4 minutes in a pre-vacuum steam sterilizer is not recommended for implantable items.
- Most implantable items such as orthopedic hardware should be sterilized at 270 degrees for 10 minutes. Refer to manufacturer information of product for sterilization guidelines.
- Every load that contains implantable objects should not be used until the spore test is found to be negative at 24 minutes.
- Implants are foreign bodies and they increase the risk of surgical site infection.
- Careful planning, appropriate packaging and inventory management in cooperation with supplies can minimize the need to immediate use sterilize implantable medical devices.

If it is absolutely necessary in an emergency to use immediate use sterilization for an implantable item the following guidelines will be followed.

- A rapid-action biological indicator with a Class 5 chemical integrating indicator should be run with the load.
- The implant should be quarantined on the back table and should not be released until rapid-action BI provides a negative result.
- If the implant is used before the BI results are known and the BI is later determined to have a positive result, the surgeon, perioperative/sterile processing director of nurses and infection prevention personnel should be notified as soon as the results are known.
- If the implant is not used, it cannot be saved as sterile for future use. Resterilization of the device is required if the implant is to be used later.
- Documentation of cycle information and monitoring results should be maintained in a log to provide tracking of the flashed items to the individual patient. Documentation allows every load of sterilized items used on patients to be traced.
- Sterilization records should include information on each load, including;
 - The items processed
 - The patient receiving the items
 - The cycle parameters used (temperature, duration of cycle etc.)
 - The date and time the cycle is run.
 - The operator information
 - The reason for immediate use sterilization

IMMEDIATE USE AUTOCLAVE OPERATION PROCEDURE

Preparation for starting the autoclave:

1. Drain screen needs to be taken out and checked daily when sterilizer is to be used.
2. On Display Screen push the **“More Cycles” button.**
3. Close door and push **DART warm up cycle.**
4. Once warm up cycle is complete, label a DART with autoclave number (example OR #1).
5. Place dart on bottom rack of sterilizer closest to the drain.
6. Push **DART test button.**

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Immediate Use Sterilization Procedure (IUS)	
Scope: Sterile Processing, Surgery	Manual: Infection Control- Patient Care (ICP), Sterile Processing, Surgery, Surgery - Infection Control- Patient Care (ICP)
Source: DON Perioperative Services	Effective Date: 07/01/03

7. After sterilizer beeps and display reads **Complete**, open the door and remove the DART test.
8. Read the DART to **verify that all lines have turned black** and place in DART Log Book that is located above the Load Record Log.
9. **Check autoclave tape/ temperature readout**. The temperature should be 270 degrees and the time should be 4 minutes sterilization. The date and time should be accurate. After checking the accuracy of the tape, initial the tape.
10. Sterilizer is now ready for use.
11. **Biological Challenge Pack** needs to be placed in the first load of the day and all implant loads. At the end of the cycle, using a Biological indicator, run the autoclave for 4 min at 270 degrees. take the test to sterile processing for incubation.
12. **Verify Sixcess** will be placed in every load.
13. **Leak test** is run every Monday after start up is complete.
14. **Single Instruments** for immediate use will be placed in the immediate use sterilization container with indicator and sterilized. When removing immediate use sterilization container from sterilizer, use heat resistant glove to transport into operating room. Place container on flat surface, inspect the sticker indicator – which should have changed color, pop indicator locks, remove lid and examine filter for possible holes. If no holes noted scrub nurse will remove inner basket using sterile technique after checking indicator for sterility.

In emergency situations where sterile processing autoclaves are not functioning, you may sterilize smaller wrapped items in the operating room sterilizers following manufacturer's time and temperature requirements for a Pre-vacuum 270 degree autoclave wrapped cycle.

REFERENCES: AORN Guidelines for Perioperative Practice, 2018: Sterilization
AAMI ST79 7, 8, 9, 10, 11 also (Pg 267-269)

Approval	Date
CCOC	6/1/2020
Infection Control Committee	7/8/2020
STTA	7/22/2020
MEC	8/4/2020
Board	10/21/15
Last Board of Director review	3/18/2020

Developed:

Reviewed:

Revised: 06/03 BS; 4-2011BS; BS 9/12; 4-2015 BS, 4/20aw

Title: Implantation of Medical Devices	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 8/1/2008

PURPOSE:

To decrease the risk to the patient of infection, use of an incorrect implant or other related complications.

To insure that the identification of an implant is checked prior to implantation and this implant information is document during the surgical procedure.

To insure the verification of the patient is completed prior to initiation of the surgical procedure.

POLICY:

All medical implant devices are accurately identified and sterility is assured prior to implantation and is appropriately documented during implantation.

Verification of the patient will be completed on all patients prior to initiation of the surgical procedure and will be documented on the Intra-Operative Record.

An “Implant Time Out” will be performed prior to opening implants for all surgical procedures requiring implants and this will be documented on the Intra-Operative Record.

SCOPE OF IMPLANT:

- Joint Arthroplasty
- Internal Fixation Hardware
- Intraocular Implants
- Pacemakers
- Central Venous Devices
- Vascular Grafts
- Implantation of Mesh

IMPLEMENTATION: Definition (Food and Drug Administration)

In-hospital sterilization guidelines:

- A. Flash sterilization of implants is done only in an emergency situation where there is no other alternative and delay in surgery will adversely affect surgical outcome or compromise patient safety.
 - In the event that results of biological monitoring are unknown prior to implantation, the circulating nurse shall notify the surgeon
 - Accurate documentation of load contents shall be noted in the flash sterilization log. The information is necessary for tracking for infection control
- B. In-hospital sterilized implants are processed in sterilizers that are concurrently biologically monitored.
- C. Whenever feasible, in-hospital sterilized items are not implanted until such time as results of biological monitoring are known.
- D. Resterilization of implants:

Title: Implantation of Medical Devices	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 8/1/2008

- Only those implant items for which the manufacturer has provided specific instructions for reesterilization may be reesterilized.
- Resterilization of mechanically stressed, such as screws or dropped implant items is not to be done.

PATIENT VERIFICATION:

- Prior to the patient coming to the surgical suite, the circulating nurse performs verification of the patient, surgeon, side/site, X-Rays, all implants are available, and prophylactic antibiotics if appropriate.
- In the surgical suite, prior to initiation of the surgical procedure, verification of the patient, surgeon, side/site, and antibiotic given is completed with the surgical team consisting of Surgeon, Anesthesia Provider, Scrub Tech and Circulating Nurse. This is documented in the Intra Operative Record under Patient Identification “Time Out”.

RESPONSIBILITY OF SURGICAL TEAM:

- Prior to delivery of implants to sterile field, the surgical team verifies the identity of the implant both visually and verbally. The surgical team includes the Operating Surgeon, Scrub person, and Circulating Nurse.
- All surgical procedures requiring implants will have an “Implant Time Out” confirmed with the surgical team both visually and verbally prior to the opening of the implants. This is documented on the Intra-Operative Record under Patient Identification.
- There is a grease board in the surgical suite where the date, patient name, the operative side/site is designated. As the surgeon determines the type and size /side of the different implants, they are immediately added to the board for review by the circulating nurse.
- On Orthopedic Procedures the surgeon chooses the implants verbally as he determines which implants he needs, and the circulating nurse writes them on the grease board during the procedure. When all implants have been chosen, the circulating nurse will go to the cart and pick the implants off the cart.
- On the Orthopedic Carts with side specific implants, the side specific implants will be placed in colored containers such as RED for Right Implants and BLUE for Left Implants to differentiate the side specific implants.
- When bringing the specific cart with implants to the surgical area, the circulating nurse prior to arrival in the surgical area will remove the non-specified side

Title: Implantation of Medical Devices	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 8/1/2008

implants. Such as the Total Knee Cart and the procedure is for a Right Knee Replacement, the Left Knee specific implants will be removed from cart.

- On Ophthalmologic procedures, the Intra Ocular Lens will be verified with the surgical team visually and verbally including reference to the Lens Information Sheet from the Ophthalmologist office prior to opening.
- Only implants verified as having been subject to the sterilization process are implanted. Factory –packaged sterile implants must be checked for package integrity and expiration date. In –hospital sterilized implants must be checked for package integrity, expiration date, and process indicator results.
- After the procedure is completed, the circulating nurse assigned to the procedure will reorder the implants used.

SURGICAL PROCEDURES REQUIRING IMPLANTS INCLUDE BUT NOT LIMITED TO:

- Surgical procedures requiring orthopedic hardware.
- Pacemakers
- Insertion of long term invasive lines (central venous catheters, vascular ports, etc.)
- Procedures requiring mesh (such as hernia repairs, TVT etc.)
- Cataract extraction with intraocular lens implant
- Procedures requiring vascular grafts.

DOCUMENTATION:

The registered nurses in the circulating role is responsible for the documentation of implanted devices. All implants must be documented in the Intra Operative Patient Record under “Implants”, including:

- Name of device (implant)
- Manufacturer
- Lot number
- Model number
- Size and Side
- Location of implant
- Expiration date

References:

1. AORN Guidelines for Perioperative Practice (2018): Team Communication
Manufacturer instructions for record keeping
2. One Source Data Base Search

Title: Implantation of Medical Devices	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 8/1/2008

Cross Referenced P&P:

1. Central venous access catheter insertion, assisting- Lippincott Procedures
2. Peripherally inserted central catheter (PICC) insertion- Lippincott Procedures
3. Permanent Pacemaker care - Lippincott

Approval	Date
Clinical Consistency Oversight Committee	5/18/2020
Surgery Tissue Committee	7/22/2020
Infection Control Committee	7/8/2020
Medical Executive Committee	8/4/2020
Board of Directors	
Last Board of Director review	3/18/2020

Developed:

Reviewed:

Revised: 4/20aw

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Medical Device Tracking	
Scope: Surgery	Manual: <u>Radiology, OB/GYN, Surgery</u> Rural Health Clinic
Source: Surgery Nurse Manager	Effective Date: 03/01/01

PURPOSE:

The purpose of the device tracking is to assure that manufacturers of tracked devices can locate and recall defective or dangerous devices and notify patients using them. These regulations are requirements set forth by the Food and Drug Administration.

POLICY:

The following procedure will be followed when a required implantable medical device is used.

PROCEDURE:

1. The following are considered tracked devices at Northern Inyo Hospital:
 - a. Permanently implantable devices whose failure would reasonably be likely to have serious adverse health consequences.
 - b. These include, but are not limited to:
 1. Implantable pacemaker pulse generator.
 2. Cardiovascular permanent pacemaker electrode.
 3. Automatic Implantable Cardioverter/**Defibrillator**.
 4. Abdominal Aortic **Aneurysm** Stent Grafts
 5. Intraocular Lens
 6. Orthopedic Implants
 7. Surgical Mesh
 - 8.** Bone Grafts
 - 8-9.** Intrauterine Device
2. The FDA agrees that vascular grafts used to replace or assist peripheral vasculature or used solely for vascular access do not meet statutory requirements.
3. The circulating nurse will be responsible for assuring that the following **patient** information is collected and sent to the manufacturer.
 1. Name and address of the final distributor (Northern Inyo Hospital)
 2. Lot #, Batch #, Model or Serial number of the device or other identifier necessary to track the device
 3. Name, address, and telephone number, of the patient receiving the device
 4. Date that the device was provided to the patient
 5. Name, mailing address, and telephone number of the physician who regularly follows the patient
 6. If and when applicable, the date that the device was explanted and the name, mailing address and telephone number of the explanting physician, the date the device was returned to the manufacturer, permanently retired from use, or permanently disposed of
 7. The circulating nurse shall fill out the accompanying tracking device form that comes with the implant, or fill out an Implant/Explant tracking form kept in the Medical Device Tracking Manual if applicable
 8. If sales representative from the company is present and states he will fill out and send in appropriate forms, the circulating nurse shall retrieve a copy of the form to file in the Medical Device Tracking Manual

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Medical Device Tracking	
Scope: Surgery	Manual: Surgery, Radiology, OB/GYN Rural Health Clinic,
Source: Surgery Nurse Manager	Effective Date: 03/01/01

9. As per hospital policy for all implantable medical devices, the information shall be entered in the Operating Room record under implants and into the surgical log book.
10. If product is on consignment, a HIPAA Accounting of Disclosures Tracking Form must be completed on each patient that information is disclosed on. If the implants are NIHD owned, this form does not have to be completed. This form is completed by the surgical clerk prior to sending in the implant record to the manufacturer. (IOL is one implant they we currently need to fill this information out on).
11. All information regarding particulars for tracking implantable medical devices is located in the Medical Device Tracking Binder located in the Surgery Manager's Office

DOCUMENTATION:

Fill out appropriate implant or explant report and retain copy to be placed in designated binder in Surgery Manager's office.

REFERENCES:

Medical Device Tracking Brochure by U.S. Dept. of Health and Human Resources
Safe Medical Devices Act
Manufacturer information specific for implants

CROSS REFERENCE P&P:

Implantation of Medical Devices

Approval	Date
CCOC	6/1/2020
STTA	7/22/2020
MEC	8/4/2020
Board	10/21/15
Last Board of Director review	3/18/2020

Index Listing: Medical Device Tracking/Device Tracking/Tracking Device
Revised: 02/01 BS; 10/14/2011 BS, 4/20aw

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Medical Students in the OR	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 10/28/2009

POLICY:

A medical student, who is currently enrolled in a qualified medical school, may assist with surgical procedures providing the attending surgeon has determined that the medical student can provide the type of assistance needed during the specific surgery. The medical student functions under the direct supervision of the attending surgeon. (Physical presence of attending surgeon in the operating room).

The medical student may assist the attending surgeon during a surgical procedure by providing aid in exposure, which will help the surgeon carry out a safe operation with optimal results for the patient.

Medical students must demonstrate knowledge of surgical anatomy and physiology and skill in applying principles of asepsis and infection control.

Medical students must demonstrate the ability to function effectively and harmoniously as a team member and perform effectively in stressful and emergency situations.

PROTOCOL:

The Medical Student may, at the discretion of the attending surgeon:

1. Assist with the surgical positioning and draping of the patient if so directed by the surgeon.
2. Provide retraction at the direction of the attending surgeon.
3. Help the surgeon provide homeostasis.
4. Perform knot tying if qualified in the estimation of surgeon.
5. Perform assistance in the closure of tissue as directed by the surgeon; sutures fascia, subcutaneous tissue and skin.
6. Assist the surgeon at the completion of the surgical procedure by:
 - Affixing and stabilizing all drains.
 - Cleaning the wound and applying the dressings.
 - Assist with applying cast; splints, bulky dressings, abduction devices.
7. The medical student practices within the appropriate limitations and may choose not to perform functions for which he/she has not been prepared or feel capable of performing.
8. The activities outlined are determined based on the experience and education of the medical student. The performance of other activities in the role of the medical student is dependent on the ability of the medical student to safely perform the activities under the direction of the surgeon in a competent manner.

REFERENCES:

1. TJC: Standard HR.01.02.07, HR.01.03.01

CROSS REFERENCE P&P:

1. Learning Internships, Clinical or Academic Rotations and Career Shadowing Opportunities

Approval	Date
CCOC	6/1/2020
STTA	7/22/2020
MEC	8/4/2020

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Medical Students in the OR	
Scope: Surgery	Manual: Surgery
Source: Surgery Nurse Manager	Effective Date: 10/28/2009

Board	10/21/15
Last Board of Director review	3/18/2020

Index Listings: Medical Students in the Operating Room, Medical Students, Students

Initiated: 4-1-09

Revised: 4/20AW

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: NPO Guidelines	
Scope: Surgery	Manual: Anesthesia, Emergency Dept, ICU/CCU, Medical/Surgical, PACU, Surgery
Source: Surgery Nurse Manager	Effective Date: 1/29/2001

PUROSE: To outline suggested preoperative and pre-procedure NPO times.

POLICY:

- All patients scheduled for elective surgeries or procedures with anesthesia and / or conscious sedation other than local anesthesia should be NPO according to the schedule below.
- In emergency situations the NPO status will be evaluated by the physician administering the anesthesia/sedation and should be considered in determining appropriate technique.

PRECAUTIONS: NPO status must be taken into consideration during conscious sedation due to the potential loss of airway protective reflexes and risk of vomiting/aspiration.

PROCEDURE: Suggested number hours patient should be NPO:

Patient's Age	Number of hours since solid food / milk / breast milk	Number of hours since clear liquids
< 6 months	4	2
6 – 36 months	6	3
> 36 months – adult	6 – 8	2

DOCUMENTATION: pre-op phone interview charting, Surgical Checklist

REFERENCES: ASA Standards: Anesthesiology March 2017

Approval	Date
CCOC	6/1/2020
STTA	7/22/2020
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Board	
Last Board of Director review	3/18/2020

Initiated:01/29/01

Revised: 02/13/01, 3/11 TS BS, 4/20aw

Index Listing: NPO Guidelines; Guidelines, NPO; Instructions – Perioperative Pediatric Feeding; NPO Instructions

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Sterile Processing Scope of Service*	
Scope: Sterile Processing	Manual: Structure Standards
Source: DON Perioperative Services	Effective Date:

I. Department Description:

The Sterile Processing unit is located in the hospital behind Surgery, across the hall from the ED. The unit can be accessed eight ways:

- from the ED corridor into the Sterile Processing
- from Surgery one door from each of the 3 surgery suites
- through the outside door across the parking area from the Purchasing Department
- through the Surgery corridor entrance from ED (enters the Decontamination Room)
- through the staff elevators (back door of the elevator opens into the Surgery corridor and through Surgery or the Decontamination Room)

The Sterile Processing Unit has 2 rooms: the Decontamination Room and the large room with the autoclaves, V-Pro Max. Steris 1E, wrapping table, bone / tissue bank freezer, and all the racks for supply tray storage.

II. Mission:

The purpose of the Sterile Processing Unit is to decontaminate and sterilize instruments, trays, and supplies for the Surgery unit as well as other hospital departments ED, ICU, Med / Surg, Perinatal, Cardiopulmonary, Radiology, Rehab, and the Laboratory as well as the NIHD clinics and offices.

III. Vision: The goals are to provide sterile instruments and supplies to patient care units and departments:

- Staff and peer education
- Control of the environment/ maintenance of asepsis
- Monitoring of the sterilizing equipment
- Integration / coordination of care including collaboration and consultation

IV. Scope:

- Decontamination / Cleaning instruments, supplies, and equipment used in the hospital and NIHD clinics (decontamination: physical or chemical process that renders an inanimate object such as a medical device that may be contaminated with microbes, safe for further handling)
- Instrument inspection / maintenance – sending instruments out for repair if needed
- Preparing / Sterilization trays, instruments, instrument packs, supplies, and specialized items
- Storage of surgical supplies, trays and sterile supplies in a manner that protects sterility
- Rotation of supplies in Sterile Processing and Surgery to avoid item outdating prior to use
- Removing / Discarding outdated supplies and recalled items
- Reordering / Restocking instruments and supplies as needed to replenish trays, packs, and surgery rooms

V. Staffing:

The Sterile Processing Unit is staffed daily 0700-1630 Monday through Friday by one or more Sterile Processing Technicians, an inventory control analyst, and a manager. Sterile Processing Technicians are available to be called after hours and on weekends and holidays if needed to reprocess surgery trays, instruments and specialized equipment if needed. Sterile Processing

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Sterile Processing Scope of Service*	
Scope: Sterile Processing	Manual: Structure Standards
Source: DON Perioperative Services	Effective Date:

Technicians come in on the weekends and holiday (call back) to monitor / record the biological indicator status for autoclave loads that have been run the day prior as needed (24 hour indicators).

VI. Customers

Internal customers include nursing staff, other hospital department staff, medical staff practitioners, and administration. External customers include patients and suppliers.

The Sterile Processing Unit works in partnership with all services provided by NIHD for lab, diagnostic imaging, physical therapy, surgery, inpatient nursing units, and NIHD clinics / offices.

VII. Ages Serviced:

Sterile Processing services provided for patients across the life span

Newborn: 0-27 days

Pediatrics: 28 days to <13 years

Adult: 13 to 65 years

Geriatric: > 65 years

VIII. QA/PI:

The Perioperative DON integrates all nursing quality improvement functions on the unit, tracks identified problems, assist the nursing unit in the development and evaluation of effective performance improvement reviews, ensures appropriate follow up occurs, and prepares a yearly Pillar of Excellence report concerning nursing quality improvement programs for the Nurse Performance Improvement Committee. Activities of the Sterile Processing Performance Improvement program will be documented in the minutes of the unit staff meetings and will be reported to the NEC and QA/PI Department.

The Sterile Processing Unit is State licensed and Joint Commission accredited.

XI. Budgeted Staff:

Refer to Master staffing plan

References: Title 22 Standards: 70831, 70833

AORN Guidelines for Perioperative Practice, 2018: Sterilization

Approval	Date
CCOC	6/1/2020
Surgery Tissue	7/22/2020
Infection Control	7/8/2020
MEC	8/4/2020
Board of Directors	
Last Board of Directors Review	

Developed: 4/20aw

Reviewed:

Revised:

Index Listings: Scope of Service, Sterile Processing; Sterile Processing Scope of Service

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Sterile Processing Standards of Practice	
Scope: Sterile Processing	Manual: Standards of Practice Independent/Interdependent, Sterile Processing
Source: DON Perioperative Services	Effective Date: 10/22/15

Sterile Processing is part of the Surgery unit in Perioperative Service which is part of the Nursing Department. The staff in Sterile Processing are under the direct supervision of the Surgery Manager and the Director of Perioperative Nursing Services. The Surgery Manager and Director of Perioperative Nursing Services are members of the Infection Prevention Committee and the Safety Committee. Sterile Processing policies and infection control concerns are submitted for review.

Sterile Processing is responsible for:

- Decontamination / Cleaning instruments, supplies, and equipment used in the hospital and NIHD clinics (decontamination: physical or chemical process that renders an inanimate object such as a medical device that may be contaminated with microbes, safe for further handling)
- Instrument inspection / maintenance – sending instruments out for repair if needed
- Preparing / Sterilization trays, instruments, instrument packs, supplies, and specialized items
- Storage of surgical supplies, trays and sterile supplies in a manner that protects sterility
- Rotation of supplies in Sterile Processing and Surgery to avoid item outdating prior to use
- Removing / Discarding outdated supplies and recalled items
- Reordering / Restocking instruments and supplies as needed to replenish trays, packs, and surgery rooms

Sterile Processing Training

- Sterile Processing staff will receive initial education and competency validation of procedures, decontamination and sterilizing equipment, as well as chemicals used and personal protection equipment (PPE)
- Sterile Processing staff will receive additional education/competency validation when receiving new equipment, instruments and supplies.
- Manufacturer guidelines for sterilization as well as the most current information from One Source specific to equipment and instrument care will be referred to for sterilization and reprocessing items.
- Confidentiality and personal privacy will be maintained for patients at all times.

Categorizing items for reprocessing

- Items to be reprocessed should be categorized as critical, semi-critical and noncritical. Sterile processing will utilize the Spaulding System for categorizing items for processing. Processing will be accomplished by utilizing recommendations of the FDA and following the guidelines from the manufacturer, AAMI and AORN.
- Items that enter sterile tissue or the vascular system are categorized as critical and should be sterile when used. Sterility may be achieved by physical or chemical processes.
- Items that come in contact with non-intact skin or mucous membranes are considered semi-critical and should receive a minimum of high-level disinfection.
- Items that contact only intact skin are categorized as noncritical items and should receive intermediate- level disinfection, low-level disinfection, or cleaning.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Sterile Processing Standards of Practice	
Scope: Sterile Processing	Manual: Standards of Practice Independent/Interdependent, Sterile Processing
Source: DON Perioperative Services	Effective Date: 10/22/15

Equipment Processing

- Sterile Processing staff members are trained / familiar with the requirements for cleaning and sterilizing each type of instrument.
- Instruments are inspected for function and cleanliness prior to sterilization. Broken instruments are removed for repair / disposal.
- Instruments are placed in trays or packs – identification tape is replaced as needed.
- Sterile Processing staff know how to properly load each type of sterilizing equipment.
- Flexible endoscopes will be cleaned and processed utilizing manufacturer, AAMI, and AORN recommendations.
 - ❖ Flexible scopes will be leak tested prior to being processed
 - ❖ Flexible scopes will be cleaned manually before reprocessing
 - ❖ Flexible scopes will be stored in designated scope cabinet after processing.
 - ❖ Flexible scopes will have a date of processing on a label.
- Power equipment will be cleaned and processed according to manufacturer validated instructions, AAMI and AORN guidelines.
- Devices labeled as single-use should not be reprocessed unless the FDA guidelines for reprocessing of single use items can be met.
- Loaner equipment should be examined, cleaned, and sterilized by the receiving healthcare organization before use, according to manufacturers’ written instructions. Manufacture validation for sterilization documentation should be utilized for sterilization

Packaging

- Packaging systems will be evaluated prior to purchase.
- Packaging systems should permit sterilization of the contents within the package.
- Packaging should protect the integrity of the contents until the package is opened for use.
- Packaging should permit the aseptic delivery of the contents to the sterile field.
- Packaging should be compatible with the specific sterilization method for which they will be used.
- Rigid containers should be used, cleaned and maintained according to manufacturer information.

Monitoring – records are kept for each load run in Sterile Processing

- Load identification be maintained in sterile processing for retrieval if necessary.
- Load control numbers are used to designate sterilization equipment used for each item, date, and cycle.
- Chemical indicators will be placed in each package to prove parameters have been met.
- Chemical indicators should be visible in clear packaging.
- Chemical tape will be on outside of wrapped items.
- All loads will have appropriate biological monitoring. Internal and external chemical indicators are used with each package sterilized as required
- All biological monitoring will be recorded and read at 24 hours.
- Steam sterilizers are tested with spore test daily and records are kept
- Prevacuum autoclaves are tested daily with a DART (Daily Air Removal Test)
- Sterile processing personnel will have a mechanism in place to recall sterilized items in case of a sterilizer failure.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Sterile Processing Standards of Practice	
Scope: Sterile Processing	Manual: Standards of Practice Independent/Interdependent, Sterile Processing
Source: DON Perioperative Services	Effective Date: 10/22/15

Labeling

- Individual instruments from units and clinics other than Surgery are labeled with identification tape specific to that unit / clinic and is replaced as needed.
- Sterilized materials should be labeled in a manner to ensure sterility and each item should be marked with the sterilization date.
- Shelf life of a packaged sterile item is considered event-related. Integrity of packaging should be checked prior to use.
- Labeling of sterilization should include the item, date, autoclave, load number, **and expiration date.**

Outdates / Recalls

- Hospital-wrapped and hospital-sterilized instruments / supplies will be monitored for outdating: 6 months for peel pack instruments, 12 months for trays as long as package integrity is maintained. The tray or instrument will be reprocessed sooner than the 6 or 12 month outdate if package integrity is not maintained.
- All manufacturer processed items will be monitored for outdates or considered sterile until opened or damaged. Items that have outdated or package damage will be discarded / replaced as necessary.
- Sterile Processing will have a quality assurance and performance improvement process in place to measure process and system outcome indicators.
- When a manufacturer has issued a recall, Sterile Processing Staff will check all affected items and participate in the retrieval and if necessary disposal of the items. The attending physician is notified if patient use / exposure is ascertained. (See the policy for Recall)

Storage / Distribution

- Supplies, packs, trays, and instruments are catalogued and shelved according to the most efficient arrangement for easy access and rotation.
- Sterile Processing personnel will work with nursing units to promote uniformity and simplicity in the instrument trays and sets maintained for the care of patients.
- Patient care supplies and equipment will be distributed regularly to Surgery, nursing units, clinics, and other hospital departments.
- Special instruments, trays, packs, and supplies will be coordinated through the Surgery Manager and Sterile Processing Personnel to ensure workflow for reprocessing and availability of supplies.
- The Purchasing Department is responsible for purchase orders, invoices, and packing slips.

Infection Control

- Hospital infection control standards will be followed at all times.
- Sterile Processing employees will wear clean scrub attire and hair covers, and shoe covers at all times when on duty and if they leave the hospital they must change their scrub attire and shoe covers when they return.
- Personal protection will be utilized at all times when cleaning/disinfecting soiled equipment/instruments per policy.
- All work areas will be kept clean, neat and well stocked at all times.
- All employees will observe and encourage frequent hand washing as this is a primary measure for infection control.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Sterile Processing Standards of Practice	
Scope: Sterile Processing	Manual: Standards of Practice Independent/Interdependent, Sterile Processing
Source: DON Perioperative Services	Effective Date: 10/22/15

- Workflow patterns provide for the separation of soiled supplies from those that are clean or sterilized.
- In order to prevent cross contamination all items used on the unit are returned to Sterile Processing in clean condition. Though clean, items will be treated as dirty and kept separate from items in clean area until processed.

Maintenance

- Autoclaves are leak-tested weekly (generally Mondays)
 - A complete cycle is run then the leak test is performed
 - The leak test must be 1.0mm/Hg/min or less, if leak test is higher than 1.0mm/Hg/min – need to notify Biomedical Engineer to have the sterilizer serviced to correct the issue.
 - The leak test is for a problem with the piping and integrity of the machine.
 - If the Dart and Biological Indicators are good then the machine can be used until a service representative can repair it. Seek advice from Sterilizer Manufacturer regarding this issue.
- Autoclaves are descaled weekly (follow manufacturer instructions for descaler use)
- Autoclaves are cleaned monthly: chamber walls, doors and carrier baskets are thoroughly washed then rinsed thoroughly with tap water.
- Sterile Processing staff maintain adequate supplies / hospital designated sterilizing chemicals to facilitate decontamination / sterilization of hospital / clinic instruments and supplies.
- Chemicals utilized in the disinfection/sterilization process will be disposed of according to federal, state and local regulations.
- Preventative maintenance of the sterile processing equipment is carried out regularly. The sterilizing and decontaminating equipment is serviced as needed and meets Federal and State requirements Records of the maintenance are kept by the Biomedical Department.

References:

Title 22 Standards: 70831, 70833

TJC: EC.02.04.01, EC.02.04.03, IC.02.02.01, IC.02.02.01

AORN: Recommended Practices for Safe Environment of Care

AORN: Recommended Practices for Cleaning and Disinfection of Instruments

AORN: Recommended Practices on Sterilization

AAMI: ST79 and Annex B

Approval	Date
CCOC	4/20/20
STTA	4/22/20
Infection Control	7/8/20
MEC	8/4/20
Board of Directors	10/21/15
Last Board of Director review	3/18/2020

Developed: 7/2015 BS

Reviewed:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Sterile Processing Standards of Practice	
Scope: Sterile Processing	Manual: Standards of Practice Independent/Interdependent, Sterile Processing
Source: DON Perioperative Services	Effective Date: 10/22/15

Revised: 4/20aw

Index Listings: Standards of Practice Sterile Processing

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Surgeries Requiring an Assistant*	
Scope: Surgery	Manual: Standards of Practice Independent/Interdependent, Surgery
Source: Perioperative Nursing Director	Effective Date: 12/14/16

PURPOSE:

To clarify which surgical procedures require the presence of an assistant.

POLICY:

The Surgery Committee adopted the use of “Physician as Assistant at Surgery” as the method to determine which surgical cases need an assistant for the procedures that are infrequently performed at this institution.

The Surgeon will determine if he/she prefers a member of the medical staff, advanced practice provider (APP) or the use of an Registered Nurse First Assistant (RNFA).

A copy of “Physician as Assistant at Surgery” will be available in the surgery scheduling office to review procedures that are performed infrequently

RNFA must have completed educational program for Registered Nurse First Assistant.

Surgical Procedures Requiring an Assistant:

Abdominal Perineal Resection
Aortic Procedures requiring cross clamping the Aorta
Hemi Gastrectomy
Hysterectomy
Nephrectomy
Thoracotomy
Total Knee
Total Shoulder

REFERENCES:

1. Title 22 70223, 70225 CMS 482.51 and 482.51(b)
2. American College of Surgeons: Physicians as Assistants at Surgery; 9th Edition

Approval	Date
Clinical Consistency Oversight Committee	6/15/2020
STTA	7/22/2020
MEC	8/4/2020
Board of Directors	
Last Board of Director review	

Developed: 1/2002

Reviewed: 1-27-2010, 10/26/16

Revised: 6/20aw

Index Listings: Assistants at Surgery, Surgical Assistants

6/15/2020

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Surgeries Requiring an Assistant*	
Scope: Surgery	Manual: Standards of Practice Independent/Interdependent, Surgery
Source: Perioperative Nursing Director	Effective Date: 12/14/16

Surgical procedures performed include, but are not limited to the following:

ABDOMINAL PROCEDURES

Appendectomy
Bowel Resection
Cholecystectomy
Colectomy
Colostomy
Common Duct Exploration
Exploratory Laparotomy
Hemi-Gastrectomy
Liver Biopsy
Lysis of Adhesions
Paracentesis
Suture Removal

CUTANEOUS AND PLASTIC

Abseess
Debridement
Eyes
Foreign Body removal
Laceration repairs
Lesions Excision of
Pilonidal cyst
Skin Graft
Wound closure secondary

EENT

Dental
Jaw wiring
Tonsillectoy & Adenoidectomy

ENDOSCOPY

Bronchoscopy (Rigid & Flexible)
Choledochoscopy
Colonoscopy
Cystoscopy
Esophagoscopy (Rigid & Flexible)
Gastroscopy
Hysteroscopy
Laryngoscopy
Mediastinoscopy
Sigmoidoscopy
Ureteroscopy

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Surgeries Requiring an Assistant*	
Scope: Surgery	Manual: Standards of Practice Independent/Interdependent, Surgery
Source: Perioperative Nursing Director	Effective Date: 12/14/16

GENTIO-URINARY

Bladder Biopsy
Circumcision
Hydrocelectomy
Lithotripter procedure
Meatotomy
Needle Biopsy Prostate
Nephrectomy
Orchiectomy
Orchiopexy
Pyelolithotomy
Scrotal Exploration
Suprapubic Cystectomy
Suprapubic Prostatotomy
Testicular Implants
TURP / TURBT
Ureterolithotomy
Urethral Dilatation
Urethroplasty
Varicocelectomy
Vasectomy
Vasovasotomy

GYNECOLOGY

A&P Repair
Bartholin Cyst
Cerelage
Cervical Biopsy
Cesarean Section
Cold Conization of Cervix
Condyloma
D&C Diagnostic
D&C incomplete abortion
Hymenectomy
Hysterectomy Vaginal
Hysterectomy Abdominal
Laparotomy mini
Marshall Marchetti
Ovarian Cystectomy
Pereya Procedure
Perineoplasty
Salpingectomy
Suspensions
Therapeutic Abortion
Tubal Ligation (mini lap or post partum)
TVT Procedure
Wedge Resection of ovary

HERNIORRHAPHY

Diaphragmatic
Femoral
Hiatal
Incisional
Inguinal
Inguinal Exploration
Umbilical
Ventral

LAPAROSCOPY

Laparoscopic Appendectomy
Laparoscopic Assisted Vaginal Hysterectomy
Laparoscopic Cholecystectomy
Laparoscopic Colectomy
Laparoscopic Salpingectomy/Oophorectomy
Laparoscopy Diagnostic
Laparoscopy Herniorrhaphy
Laparoscopic Hysterectomy by Morecellation

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Surgeries Requiring an Assistant*	
Scope: Surgery	Manual: Standards of Practice Independent/Interdependent, Surgery
Source: Perioperative Nursing Director	Effective Date: 12/14/16

NECK

Biopsy
 Mediastinoscopy
 Node Dissection
 Parotidectomy
 Quadrectomy
 Radical Neck Dissection(partial)
 Scaleneotomy
 Thyroglossal Duct Cyst
 Thyroidectomy

NEUROLOGICAL

~~Burr Holes (extreme emergency only)
 Carpal Tunnel Release
 Ganglionectomy
 Nerve Repair~~

BREAST

Biopsy
 Cyst Aspiration
 Mastectomy Modified Radical
 Mastectomy Radical
 Mastectomy Simple
 Node Dissection

ORTHOPEDIC

Amputation
 Arthroscopic ACL Repair
 Arthroscopic Meniscectomy
 Arthroscopic Shavings
 Arthroscopic Shoulder Acromioplasty
 Arthroscopy
 Arthrotomy
 Bakers Cyst Excision
 Bone Grafting
 Bunionectomy
 Casts—Application /Change
 Debridement
 Dupytren’s Contracture
 Excision Foreign Body
 Exostosis
 Fasciotomy
 Fusion
 Hammer Toe repair
 Hardware removal
 Hip Arthroplasty
 Hip Hemi Arthroplasty
 Hip Pinning
 I&D of wound
 Ligament Repairs

RECTAL

Fissurectomy
 Hemorrhoidectomy
 Polypectomy

THORACIC

Excision Chest Wall Mass
 Lobectomy
 Node Dissection
 Pneumonectomy
 Thoracentesis
 Thoracotomy
 Tracheostomy

VASCULAR

Aortic Aneurysm Resection
 Aorto Femoral Bypass
 AV Shunts /Peritoneal Shunts
 AV Access
 Carotid
 Embolectomy
 Femoral Popliteal Bypass
 Grafts
 Pacemakers
 Placement of central catheters/lines

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Surgeries Requiring an Assistant*	
Scope: Surgery	Manual: Standards of Practice Independent/Interdependent, Surgery
Source: Perioperative Nursing Director	Effective Date: 12/14/16

~~Vein Ligations~~

~~**ORTHOPEDIC cont.**~~

~~Metatarsectomy~~

~~Morton's Neuroma excision~~

~~Osteochondroma Excision~~

~~Osteotomy~~

~~Patellectomy~~

~~Phalangectomy~~

~~Pin Insertions/Removal~~

~~Radial Head Resection~~

~~Reductions (Open & Closed)~~

~~Removal Toenails/Fingernails~~

~~Shoulder Reconstructions~~

~~Synovectomy~~

~~Tendon / Sheath Repair~~

~~Tenotomy~~

~~Total Hip Arthroplasty~~

~~Total Knee Arthroplasty~~

~~Total Shoulder Arthroplasty~~

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Clorox total 360 system Electrostatic sprayer	
Scope: NIHD	Manual: Environmental Services, Infection Control Blue Manual, Infection Control Orange Manual, Laundry
Source: MANAGER OF ENVIRONMENTAL SERVICES/ Laundry	Effective Date:

PURPOSE: To achieve a higher level of disinfection in hard to reach areas. Electrostatic spraying is a method of applying a coating, cleaner, disinfectant, or other liquid, that involves applying an electric charge to a liquid in order to get it to fully cover a surface. The electrostatic sprayer generates charged droplets that repel one another and seeks out environmental surfaces that sticks and wraps around and coats all surfaces.

POLICY:

1. NIHD will use the Clorox Total 360 System to achieve a higher level of disinfection in certain areas such as discharged Contact rooms and lobby’s. Applying this product will disinfect the spots that are hard to reach or easy to miss with typical disinfectants.
2. Staff must be trained with a completed competency on the Clorox Total 360 System Electrostatic Sprayer before using this piece of equipment.
3. Appropriate PPE, goggles and N-95 mask, and signage must be placed before operating the Clorox Total 360 System Electrostatic Sprayer.

PROCEDURE:

1. Secure equipment and consider removing paper products from the area to be treated.
2. Ensure that individuals without PPE are not present in the area to be treated.
3. Don the appropriate PPE. N-95 mask and enclosed eye protection, such as goggles. Refer to SDS for specific PPE requirements.
4. If needed, remove gross soil from surfaces using your facility’s recommended protocols.
5. Place signs or warning indicators outside the treatment area to indicate that cleaning is in progress.

Operating Instructions:

1. Standing with the sprayer nozzle approximately 2–4 feet away from surfaces, spray individual surfaces and objects, working from high to low areas using a slow, side to side motion until surfaces are covered with disinfectant.
2. When using Clorox® Total 360® Disinfectant Cleaner¹, spray surfaces to ensure visible wetness for the desired contact time. Most bacteria and viruses require a 2-minute contact time with this product. Not for use on Clostridium difficile. Refer to efficacy data- Technical Binder in Infection Control Manager’s or Environmental Services Task Room for specific contact times.
3. Wiping is not required to ensure surface disinfection; however, you may choose to wipe specific surfaces to polish them (e.g., glass, mirrors) or to remove visible residue after the contact time is achieved.
4. Remove signs when done. Bystanders can immediately enter the area after treatment is complete.

REFERENCES:

1. Clorox Pro. (2020). Total 360 System <https://www.cloroxpro.com/products/clorox/total-360/>

CROSS REFERENCE P&P:

1. Multidrug Resistant Organism (MDRO) Control Plan
2. Cleaning Procedures: Contact and Enteric Isolation Rooms at Discharge
3. Cleaning Procedures: Clinical Support & Ancillary Service Areas and supporting polices

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Clorox total 360 system Electrostatic sprayer	
Scope: NIHD	Manual: Environmental Services, Infection Control Blue Manual, Infection Control Orange Manual, Laundry
Source: MANAGER OF ENVIRONMENTAL SERVICES/ Laundry	Effective Date:

- 4. Cleaning Procedures: Non-Clinical Areas supporting policies
- 5. Cleaning Procedures: Nursing Units supporting policies
- 6. Cleaning Procedures: Specialized areas supporting policies

Approval	Date
CCOC	6/15/2020
Infection Control Committee	7/8/2020
MEC	8/4/2020
Board of Directors	
Last Board of Directors Review	

Developed: 6/2020rm/as
 Reviewed:
 Revised:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Aerosolized Transmissible Disease Exposure Plan/Respiratory Protection Program*	
Scope: Hospital Wide	Manual: CPM - Infection Control- Patient Care (ICP)
Source: Director of Quality and Infection Prevention	Effective Date: 11/14/17

PURPOSE:

Title 8, California Code of Regulations, General Industry Safety Orders, Section 5199 (CCR, GSO, Title 8, 5199) requires that employers' procedures for complying with the regulation be documented in writing and made available to all employees for review and training.

PLAN:

Northern Inyo Healthcare District (NIHD) will provide a safe and healthy workplace environment by implementing an effective Aerosolized Transmissible Diseases (ATD) Exposure Control Plan. This ATD Exposure plan applies to the control of exposures to ATD's for high risk employees that may have a potential to an ATD exposure due to work environment and job tasks. This plan focuses on safe work practices, personal protective equipment (PPE), engineering and administrative controls, and vaccinations of employees.

OVERVIEW:

The goal of the respiratory protection program for Aerosolized Transmissible Disease (ATD) is to eliminate or minimize health care worker (HCW) exposure to any respiratory aerosol transmissible diseases, which are particles of respiratory secretions from the nose or mouth. Some diseases that are transmitted by respiratory aerosols may or may not manifest primarily with respiratory symptoms. Although there are many infectious diseases that may be transmitted by respiratory aerosols, this standard is meant to address diseases that cause significant morbidity and mortality and represent a significant threat to HCWs and to the health of the community. Examples of diseases in this category include:

- Pandemic Influenza
- Tuberculosis
- Pneumonic Plague
- Severe Acute Respiratory Syndrome (SARS)
- Middle East Respiratory Syndrome (MERS)
- Smallpox
- New diseases (novel) or syndromes not previously recognized
- Measles
- Chicken Pox
- COVID-19
- Pertussis
-

POLICY:

NIHD Northern Inyo Hospital will establish, implement, and maintain an effective, written ATD Exposure Control Plan as specified by Cal/OSHA's State Standard, Title 8, and Chapter 4. This plan will be followed by all Northern Inyo Healthcare District HCWs and others working within this facility who may be potentially exposed to respiratory aerosol transmissible disease

AEROSOLIZED TRANSMISSIBLE DISEASES EXPOSURE CONTROL PLAN:

The Infection Preventionist will be responsible for administering this plan and maintenance of infection control procedures to control the risk of transmission of ATDs. The Employee Health Nurse and the Infection Preventionist will do this with the collaboration of Directors of Maintenance, Nursing, Environmental Services Manager, Director of Cardiopulmonary, Director of Diagnostic Services and Safety. The plan will be reviewed annually by the program administrator, and by employees in their respective work areas. The changes and review

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Aerosolized Transmissible Disease Exposure Plan/Respiratory Protection Program*	
Scope: Hospital Wide	Manual: CPM - Infection Control- Patient Care (ICP)
Source: Director of Quality and Infection Prevention	Effective Date: 11/14/17

will be documented. The Medical Laboratory Director will review annually the Biosafety Plan and potential Aerosolized Transmissible Disease organisms.

EXPOSURE RISK PERSONNEL THAT REQUIRE FIT TESTING

1. Admission Services (Outpatient Clerks, e.g. ED, RHC) Exceptions: Admission Services Director; Insurance Verifier; Radiology Clerks	89. Pharmacy (In case of a surge; pharmacy staff normally doesn't have direct patient care)
2. Nursing Department (RNs, LVNs, CNAs, Medical Office Assistants) Case Managers- RNs	910. Rehabilitation Department
3. Environmental Services/ Talent Pool	1011. Cardiopulmonary
4. Physicians/ Advanced Practice Providers Nurses	112. Radiology Department
5. Laboratory Clinical Staff	1213. Security
6. Language Services- Director and Interpreters	1314. Social Services
7. Maintenance/Plant Operations	1415. Students (if there is potential for patient contact with airborne isolation patients)
8 Dieticians & Diet Clerks	16.

FIT Test (N95 mask/PAPR) COMPLIANCE:

- Fit testing will be completed annually and within three weeks of hire.
- Annual fit testing will be completed during the months that the department is assigned. The employee will be re-fit tested during their assigned month; example ICU nurse gets hired in January he/she will be fit tested within three weeks of hire and re-fit tested again in April.
- Failure to be fit tested by the last day of your departments assigned month will result in the inability to work the first day of the following month until you have been fit tested.
- Employees that are on leave of absence during the month of their scheduled department fit testing must be completed within five days of their return to work.
- Notification of annual department fit testing will occur a month prior via email.

DEFINITIONS: See Attachments

HIGH HAZARD PROCEDURES:

On patients suspected or known to be infected with an illness or pathogen requiring Airborne Precautions, the following procedures are considered high hazard procedures for risk of exposure to Aerosolized Transmissible Disease, requiring the use of Personal Protective Equipment (PPE) during the procedure. At minimum an N-95/Purified Air Powered Respirator (PAPR) and eye protection is indicated. Staff is expected to follow recommendations for additional PPE as indicated for specific disease processes under transmission-based precautions this list includes, but is not limited to:

1. Sputum Induction/collection
2. Open suctioning of airways
3. Endotracheal intubation and extubation
4. Bronchoscopy

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Aerosolized Transmissible Disease Exposure Plan/Respiratory Protection Program*	
Scope: Hospital Wide	Manual: CPM - Infection Control- Patient Care (ICP)
Source: Director of Quality and Infection Prevention	Effective Date: 11/14/17

5. Aerosolized administration of medications when patient is in Droplet or Airborne Isolation
6. Cardiopulmonary resuscitation
7. Laboratory procedures that may aerosolize pathogens
8. Obtaining a nasal swab or throat culture

NOTE: NIHD has PAPRs available - see policy for use and maintenance.

Bronchoscopy and other similar high hazard procedures will be done in an AII room or area. Lesser procedures, like obtaining a nasal swab will be done with a minimally a surgical mask or N-95 mask if atypical respiratory illness such as novel avian flu is suspected, face shield, gloves must be worn. A gown is donned if patient unable has poor respiratory etiquette and/or poor hand hygiene. Persons not performing the procedures are to be excluded from the area.

Exception: Where no AIIR or area is available and the treating physician determines that it would be detrimental to the patient's condition to delay performing the procedure, high hazard procedures may be conducted in other areas. In that case, employees working in the room or area where the procedure is performed shall use respiratory protection and shall use all necessary personal protective equipment

EMPLOYEE IMMUNIZATIONS:

NIHD will comply with the "Mandatory Vaccination Recommendations for Susceptible Health Care Workers" as listed in Appendix E below of the Cal/OSHA ATD Standard. Employee Health, during the pre-employment physical process, obtains titers for the illnesses listed below- if the prospective employee does not have documented proof of the vaccinations. Vaccinations are provided free of charge when necessary for negative titers. Employee health will also provide current Health Care Workers titers and vaccines to meet current standards Declinations must be signed by the HCW in lieu of the vaccination after education on the vaccine and NIHD's commitment to safety for the patients, the employee, and his or her family.

Appendix: Aerosol Transmissible Disease Vaccination Recommendations for Susceptible Health Care Workers (Mandatory)

Vaccine	Schedule
Influenza	One dose annually
Measles	Two doses
Mumps	Two doses
Rubella	One dose
Tetanus, Diphtheria, and Acellular Pertussis (Tdap)	One dose, booster as recommended
Varicella-zoster (VZV)	Two doses <u>or lab evidence of immunity</u>

Source: California Department of Public Health, Immunization Branch. Immunity should be determined in consultation with Epidemiology and Prevention of Vaccine Preventable Diseases 13th edition or later by the Centers for Disease Control and Prevention <https://www.cdc.gov/vaccines/schedules/downloads/adult/adult-combined-schedule.pdf> for current year.

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WORK PRACTICE CONTROLS:

SOURCE CONTROL MEASURES: Measures to prevent patients, staff, or visitors from spreading illness inside of the hospital.

On Arrival to the Hospital:

1. Hand hygiene stations and Respiratory Hygiene/Cough Etiquette are at every entrance to the hospital with signs encouraging their use.
2. If indicated, warning/education signs may also be placed at entrances explaining any special concerns or limitations regarding entrance to the hospital e.g. with outbreak of influenza.
3. Patients, visitors, and caregivers will be instructed on Respiratory Hygiene/ Cough Etiquette measures by the hospital staff, with easy access to all the necessary sanitation supplies.
 - a. Cover mouth and nose for coughs and sneezes with Kleenex, linen, or elbow.
 - b. To use the available surgical masks as soon as possible if actively coughing.
 - c. To perform hand hygiene frequently and after handling their secretions.
 - d. To dispose of contaminated tissues, napkins, linens into “no-touch” receptacles.
4. Entry may be denied to visitors if they already know they have suspected or confirmed influenza, another known serious respiratory illness, tuberculosis, and/or possibly others on a case by case basis.
5. Elective procedures may also be postponed for patients with suspected or confirmed influenza or another known serious respiratory illness until they are no longer infectious.
6. NIHD prohibits misters for human comfort (eg. Patio misters) anywhere on the campus this includes employee break areas.

On arrival to the Emergency Department (ED) Area:

1. Same entry procedures as above. Hand hygiene station is at the Emergency Department entrance.
2. The Emergency Department personnel may have the patients mask immediately if the complaint is an Influenza-like-Illness (ILI) or cough, or suspected airborne disease.
3. A separate waiting room was developed so that those with ILI and potential airborne disease can potentially be segregated from those without.
4. ILI patients are isolated to an Emergency Department single room or kept masked and physically located ≥ 6 feet from other patients. Friends and family are instructed in the use of surgical masks and any other necessary PPE being used. They are encouraged to follow instructions and to ask for clarification, so that they have the understanding of why the isolation procedures are used.
- 4-5. Person with suspected or confirmed airborne disease will be place in private room with door closed. Staff entering room will don a N95 mask or PAPR
- 5-6. Appropriate isolation signage will be posted outside the room visible to hospital staff and visitors

On Arrival to Another Hospital Unit:

1. Same entry procedures as above with access to hand hygiene stations and necessary sanitation supplies.

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2. House Supervisor will report any airborne suspected patients via the House Supervisor end of shift 12-hour report.
3. Severe Acute Respiratory Syndrome has its own assessment/screening form that is found on the hospital Intranet.
4. Source patients from any department, including the Emergency Department, are put into single rooms when available and the door is closed. Airborne precautions will be initiated, when appropriate. Visitors are instructed in the use of PPE and restricted to those most crucial to the patient's well-being.

Room Placement:

Airborne infection isolation rooms units will be used for patients who are suspected of having airborne transmissible disease, e.g. TB, SARS, Smallpox, Avian Flu, and Pneumonic Plague. Airborne isolation rooms are private rooms that have monitored negative air pressure in relation to the exterior surrounding areas, so that air does not come out from under the door because the pressure outside the door is > than inside the room. See the section under *Engineering Controls* related to Air Exchanges per hour and other specifics. Our current best options for any patient include:

- Option 1: Room 5 on the Acute/Subacute and ICU RM 1
- Option 2: If no Airborne Infection Isolation Room available put patient in surgical mask, keep door closed, staff and visitors to wear a N95 or PAPR.

Source Patient Control:

1. The patient will remain in the room, unless transport is necessary for a diagnostic procedure. The patient will be kept masked with a surgical mask and the transport team will wear a fit-tested N-95 mask.
2. Information about patients who have or may have an ATD is shared with appropriate personnel before transferring or transporting the patient to other departments or other facilities using SBAR/Ticket to Ride or Handoff report.
3. Personal Protective Equipment and Isolation Precautions implemented by staff may be discontinued based on documented, negative laboratory studies. This should be decided with input from any one or more of the following: Infection Preventionist or designee, Infection Control Medical Staff Chairperson, the unit's Nursing Director manager and the patient's physician, Inyo County Health Officer, or California State Health Department official.
4. Visitors should be limited to only family or friends crucial to the patient's well-being.
5. Patient care equipment:
 - a. Equipment (e.g. designated computer, vital sign equipment, stethoscopes, and commodes) should be kept in the patient's room. Use disposable equipment as much as possible.
 - b. Any reusable equipment has to be cleaned per hospital protocol before re-use.
6. Linens, waste, and room cleaning as per policy under Contact Precautions.

Precautions Required for SARS, Avian, And Other Serious Airborne Illnesses:

1. Standard
2. Airborne and Droplet
3. Contact

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PPE Required When Entering an Airborne Isolation Room:

1. Fit-tested N-95 Mask or PAPR
2. Face shields or Eye Protectors
3. Disposable Gowns: For substantial contact with the patient or environmental surfaces.
4. Gloves

Reporting the Illness:

Report all airborne illnesses to the county. The Confidential Morbidity Report form is on the NIH Intranet. The back of the form tells you by which method and how quickly to report each reportable illness. For example, with SARS you are to call the county health department immediately.

Procedure If NIHD Has Insufficient Isolation Rooms:

If the patient needs an airborne isolation room and there is not one available, the patient should be a transfer to another facility in a timely manner.

1. Transfers to other facilities: Transfer should occur within **5** hours of identification, unless the initial encounter with patient occurs between 3:30pm and 7:00 am, in which case the patient must be transferred by 11:00 am, the physician documents, at the end of the 5-hour period. If the provider contacts the local health officer and determines that no facility is available to provide Airborne Infection Isolation (AII), then the patient may remain at NIHD. The provider must continue to contact the local health officer and other facilities every 24 hours to attempt the transfer; and at least every 24 hours thereafter, one of the following:
 - a. ~~The Physician, Infection Preventionist, House Supervisor, Administrator On-Call (AOC) or designee has contacted the local health officer.~~
 - b-a. There is no room or area available within that jurisdiction.
 - e-b. Reasonable efforts have been made to contact establishments outside of that jurisdiction.
 - c. Applicable measures recommended by the local health officer and the Physician or other licensed health care professional
 - d. Patients exhibiting flu like symptoms during flu season do not require referral and transfer.

Exception to above: The patient need not be transferred if the treating physician determines that the transfer would be detrimental to the patient's condition. In that case, the employees will use all necessary respiratory protection when entering the patient's room. The patient's condition has to be reviewed at least every 24 hours. Once transfer is safe, then it should still occur in the timeframe above.

Employee Control Measures:

1. Keeping personnel at home while they are ill to reduce the risk of spreading influenza or other airborne illnesses is essential
2. Continuing monitoring of hand hygiene and PPE compliance.
3. Continue the yearly influenza vaccination policy. (Covered under Vaccination Section)
4. Monitor any employee with an airborne exposure. (Covered under Exposure Evaluation Section)
5. Annual education on Aerosolized Transmissible Disease for employees that have exposure risk.

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PATIENT SCREENING: Patients will be screened during the triage period in the Emergency Department during the admission assessment for inpatients, as appropriate, to evaluate for any symptoms of Aerosolized Transmissible Disease infections.

1. For **tuberculosis** this would include:
 - a. Cough for more than 3 weeks not explained by non-infectious conditions
 - b. Hemoptysis
 - c. Unexplained significant weight loss
 - d. Fatigue
 - e. Night sweats
 - f. Known exposure to a TB patient
 - g. Temporary or permanent residence of ≥ 1 month in a country with a high TB rate

2. For **influenza-like illness (ILI)** signs and symptoms would include:
 - a. Fever > 100 F with cough and/or sore throat and headache;
 - b. Body aches, nasal congestion or discharge, chills and fatigue;
 - c. Nausea, vomiting, diarrhea or other GI symptoms may also be present
3. For **SARS: Screening form on Hospital Intranet>Forms>Infection Control**
4. Patient statement that they have a transmissible respiratory disease, excluding the common cold.

CLEANING AND DISINFECTION:

1. Routine cleaning and disinfection strategies used during influenza season can be applied to the environmental management of Influenza
2. Dedicated disposable equipment is to be used whenever possible.
3. Non-disposable equipment is to be cleaned and disinfected according to established agency policies - "Infectious and Noninfectious Waste Disposal Procedure."
4. Management of laundry, utensils, and medical waste should also be performed in accordance with procedures followed for seasonal influenza.

PERSONAL PROTECTIVE EQUIPMENT/RESPIRATORY PROTECTION

1. Adherence to Standard Precautions and Transmission Based Precautions, as appropriate for the patient's disease status, is mandatory for all NIHD employees and departments.
2. Droplet Precautions: Permit the use of surgical masks rather than respiratory protection, i.e., use of respirators. Recognizing that surgical masks do not provide protection against inhalation of airborne infectious aerosols, NIHD will allow health care personnel to use N-95 masks for contact with influenza patients should they prefer that level of protection.
3. Clinical staff who are assigned to patients with suspected or confirmed infectious Pulmonary TB, or other aerosol transmissible disease requiring use of respirator will be provided and fitted with a National Institute for Occupational Safety and Health approved (at least N95) Respirator Mask for individual, personal protection prior to providing care. Trained personnel will instruct the clinical staff members on proper respirator use and fit-check, in accordance with the manufacturer's instructions and guidelines.
 - a. ~~Instructions on putting on and taking off N-95 masks is also available on the hospital Intranet. The staff has been instructed to watch this video. Handouts detailing reuse procedure have also been made available.~~

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- a. Every attempt will be made to have an adequate supply of all types of N-95 masks we currently use for fit tests.
- b. The standard is to use a mask if needed and discard it after- *not to re-use*. They should be discarded after each patient encounter. EXCEPTION: During times of shortage NIHD will follow CDC current guidelines for extended and re-use of masks
- c. The Purchasing Department Manager is responsible for monitoring mask numbers and will work in conjunction with the Infection Preventionist, if a disaster and surge make mask availability an issue.
4. Clinical staff that cannot be adequately fitted with the National Institute for Occupational Safety and Health approved respirators will not be assigned to these patients, unless they have been trained to use the PAPR and a PAPR is available.
5. Personnel with histories of respiratory problems/compromise or those with known lack of immunity to the organism (e.g.: chickenpox) should not be assigned to these patients.
6. Unprotected employees should be prevented from entering areas where aerosol generation procedures were performed until the required clearance time has elapsed.
7. When respirators are necessary to protect the HCW from other hazards, including the uncontrolled release of microbiological spores or exposure to chemical or radiologic agents, respirator selection shall be made in accordance with the anticipated risk.
8. In summary, NIHD provides, and ensures that employees use, a fit-tested N-95 respirator or PAPR when the employee:
 - a. Enters an Airborne infection isolation room or area or an Airborne infection isolation area in use for Airborne Infection Isolation;
 - b. Present during the performance of procedures or services for an Airborne infectious disease case or suspected case;
 - c. Takes part in aerosol generating procedures on patient suspected or known to be infected with an illness or pathogen requiring airborne precautions such as sputum induction, bronchoscopy, open suctioning, CPR, intubation or extubation Pulmonary function testing, collection of nasal pharyngeal lab specimens, ~~for RSV or Pertussis~~
 - d. Repairs, replaces, or maintains air systems or equipment that may contain or generate aerosolized pathogens;
 - e. Is working in an area occupied by an airborne infectious disease case or suspected case, during decontamination procedures after the person has left the area and as required.
 - f. Is performing a task for which the Biosafety Plan or Exposure Control Plan requires the use of respirators; or
 - g. Transports an Airborne infectious disease case or suspected case within the facility or in an enclosed vehicle (e.g., van, car, ambulance or Air transport when the patient is not masked.
9. Medical Evaluation for Fit Testing:
 - a. NIHD provides a medical evaluation by the Medical Director of the Respiratory Therapy Department. This is done to determine the employee's ability to use a respirator before the employee is fit tested or required to use the respirator. This form is the OSHA approved form for respirator fit testing.
 - b. The employee's supervisor provides the employee a copy of the Medical Evaluation Questionnaire. The questionnaire is confidential. A sealable envelope must be provided to the employee, in which to return the questionnaire.

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- c. After completion it is returned to the employee’s supervisor who forwards it to the head of the Respiratory Therapy Department, who then has the Medical Director review it for any problems or concerns.
- d. The record is stored in the employee’s confidential employee health records.
- e. After the medical evaluation, the employee can have the fit test scheduled.

10. Fit Testing: “N95 Mask Fit Testing Using the Portacount Pro Policy”

- a. NIHD Cardiopulmonary RT staff performs quantitative fit tests. The fit tests are performed on the same size, make, model and style of respirator as the employee will use. When fit testing single use respirators, a new respirator shall be used for each employee.
- b. The employer shall ensure that each employee who is assigned to use a filtering face piece or other tight-fitting respirator passes a fit test:
 - 1. At the time of initial fitting;
 - 2. When a different size, make, model or style of respirator is used; and
 - 3. At least annually thereafter.
- c. NIHD requires an additional fit test when the employee reports, or the employer, physician or other licensed health care professional, supervisor, or program administrator makes visual observations of changes in the employee’s physical condition that could affect respirator fit. Such conditions include, but are not limited to, facial scarring, dental changes, cosmetic surgery, or an obvious change in body weight.
- d. If, after passing a fit test, the employee subsequently notifies the employer, program administrator, supervisor, or Physician or other licensed health care professional that the fit of the respirator is unacceptable, the employee shall be given a reasonable opportunity to select a different respirator face piece and to be retested.
- e. NIHD will ensure that each respirator user is provided with initial and annual training in accordance with Section 5144, Respiratory Protection of these orders.

11. PAPR Orientation: Shall be provided for:

- a. Staff who fails N-95 mask fit testing for whatever reason
- b. High hazard procedures where it is the safer option.

12. Qualitative Fit test will be performed, in place of the quantitative fit test, in an emergency situation when N95 mask supply is in short supply.

b-

MEDICAL SERVICES

- 1. NIHD provides any employee with *occupational exposure* medical services for tuberculosis and other ATDs, and infection with Aerosol transmissible pathogen and Aerosol transmissible pathogen -- laboratory, in accordance with applicable public health guidelines, for the type of work setting and disease. NIHD also acts as the evaluating health care professional through our Emergency Room. Following an exposure incident, the employee may request follow-up medical care from another health care provider. When this occurs, NIHD will ensure that a medical follow-up is arranged from a Physician or other licensed health care professional other than through our Emergency Room.
- 2. Medical services, including vaccinations, tests, examinations, evaluations, determinations, procedures, and medical management and follow-up, shall be:
 - a. Performed by or under the supervision of the Emergency Room Physician or designee.
 - b. Provided according to applicable public health guidelines; and

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- c. Provided in a manner that ensures the confidentiality of employees and patients. Test results and other information regarding exposure incidents and TB conversions shall be provided without providing the name of the source individual.
3. For questions related to Tuberculosis refer to NIHD’s Tuberculosis policies Aerosolized Transmissible Disease Exposure Plan/Respiratory Protection Program* and the Employee Tuberculosis Surveillance Program.
4. Unless it is determined that the TB test conversion is not occupational, the Infection Preventionist and the Employee Health nurse shall investigate the circumstances of the conversion, and correct any deficiencies found during the investigation.

Vaccinations:

1. Recommended vaccinations are made available to all employees who have occupational exposure during the pre-employment physical unless:
 - a. The employee has previously received the recommended vaccination(s) and is not due to receive another vaccination dose; or
 - a. It is determined that the employee is immune in accordance with applicable public health guidelines;
 - b. The vaccine(s) is contraindicated for medical reasons.
1. Employee Health Nurse makes additional vaccine doses available to employees within 120 days of the issuance of new applicable public health guidelines recommending the additional dose as approved by NIHD in the vaccination policies.
1. Employee Health Nurse does not make participation in a prescreening serology program a prerequisite for receiving a vaccine, unless applicable public health guidelines recommend this prescreening prior to administration of the vaccine. However, titers are routinely tested at time of hire, with each new employee’s consent, to determine eligibility for each indicated vaccine when the vaccination/immune status is not known.
2. If the employee initially declines a vaccination but at a later date, while still covered under the standard, decides to accept the vaccination, the employer shall make the vaccination available within 10 working days of receiving a written or verbal request from the employee.
3. Employee Health ensures that employees who decline to accept a recommended and offered vaccination sign the statement in 1 for each declined vaccine.
4. Employee Health requests the responsible Physician or other licensed health care professional or specific agency (when applicable, e.g.; travelers) administering a vaccination or determining immunity to provide only the following information to the employer:
 - a. The employee’s name and employee identifier;
 - a. The date of the vaccine dose or determination of immunity;
 - b. Whether the employee is immune to the disease, and whether there are any specific restrictions on the employee’s exposure or ability to receive vaccine;
 - e. (D) Whether an additional vaccination dose is required, and if so, the date the additional vaccination dose should be provided.
5. Employee Health makes available seasonal influenza vaccine to all NIHD employees. In times of shortage it is offered first to those with the most occupational exposure. Each employee who declines to accept the seasonal influenza vaccine signs a declination statement
 - a. EXCEPTION 1: Seasonal influenza vaccine shall be provided during the period designated by the CDC typically (Oct 1 through March 30) or per federal, state, and local guidelines.
 - a. For administration, and need not be provided outside of those periods.

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~~b. EXCEPTION 2: In lieu of the statement in, the employer may utilize an influenza vaccine declination statement acceptable to the CDPH.~~

~~— Exception for vaccine policies: When Employee Health cannot implement these procedures because of the lack of availability of vaccine, efforts made to obtain the vaccine in a timely manner and inform employees of the status of the vaccine availability, including when the vaccine is likely to become available will be documented. The employer shall check on the availability of the vaccine at least every 60 calendar days and inform employees when the vaccine becomes available.~~

EXPOSURE EVALUATION AND FOLLOW-UP

1. A health care provider or the employer of a health care provider who determines that a person (patient or NIHD employee) is a Reportable aerosol transmissible disease case or suspected case shall report, or ensure that the health care provider reports, the case to the local health officer, in accordance with Title 17. The official **CDPH Severe Influenza Case History Form (ICU and Fatal Cases Age 0-64 Years)** is located under NIHD Intranet> forms> Employee Health and Infection Prevention “Attachments” on the left sidebar and can be printed for use when appropriate.
2. Any Healthcare worker who has unprotected direct contact with an airborne illness must report the exposure to Employee Health, or Infection Prevention Nurse as soon as possible, either directly or with the assistance of the unit director/manager or House supervisor. The Employee Health Nurse, Infection Preventionist, or House Supervisor will complete the form “HCW Contact with Case of an Aerosolized Transmissible Disease in conjunction with the exposed employee. It is critical it report exposures immediately when the source is a known life-threatening illness, such as SARS, Avian flu, Smallpox, etc.
3. An Exposure Incident: Significant exposure- exposure to a source of Aerosolized Transmissible Pathogens in which the circumstances make disease transmission sufficiently likely that the employee requires further evaluation by a physician or other physician or other licensed health care provider. The likelihood of transmission is determined by:
 - a. Exposure scenario including distance, time, PPE used
 - b. Specific pathogen
 - c. Infectivity of the source
 - d. Susceptibility of the host (vaccination status is one component)-
 Refer for a medical evaluation if the susceptibility is unknown.
4. In addition to the report required, NIHD’s Infection Preventionist and/or Employee Health Nurse shall, to the extent that the information is available:
 - a. Staff member to complete Unusual Occurrence Report (UOR)
 - ~~a-b.~~ Decide what the affected employee needs to receive effective medical intervention to prevent disease or mitigate the disease course.
 - ~~b-c.~~ Instruct the HCW to monitor their temperature in the morning and the evening for at least 10 days
 - ~~e-d.~~ If a cough or fever develops; the HCW must seek medical evaluation immediately and notify the Infection Control nurse.
 - ~~d-e.~~ Assess whether employees in other agencies may be affected. There is an Aerosolized Transmissible Disease notification form to be filled out in the Emergency Department to help track employees outside of NIHD who may have been exposed.

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e-f. Initiate a prompt investigation to identify exposed employees. In no case, shall the notification be longer than 72 hours after the report to the local health officer and/or public health department. The notification shall include the date, time, and nature of the potential exposure, and provide any other information that is necessary for the other employer(s) to evaluate the potential exposure of his or her employees. The notifying NIHD provider shall not reveal the identity of the source patient to the other employers.

NOTE 1: These potentially exposed employees may include, but are not limited to, paramedics, emergency medical technicians, emergency responders, home health care personnel, homeless shelter personnel, personnel at referring health care facilities or agencies, and corrections personnel.

NOTE 2: Some diseases, such as meningococcal disease, require prompt prophylaxis of exposed individuals to prevent disease. Some diseases, such as varicella, have a limited window in which to administer vaccine to non-immune contacts. Exposure to some diseases may create a need to temporarily remove an employee from certain duties during a potential period of communicability as determined by the local health officer for that jurisdiction of the potentially exposed employees. For other diseases such as tuberculosis there may not be a need for immediate medical intervention, however prompt follow up is important to the success of identifying exposed employees.

5. When NIHD becomes aware that employees may have been exposed to a reportable aerosol transmissible disease case or suspected case, or to an exposure incident involving an Aerosol transmissible pathogen – laboratory shall do all of the following:
 - a. Within a timeframe that is reasonable for the specific disease, but in no case later than 72 hours following, as applicable, conduct an analysis of the exposure scenario to determine which employees had significant exposures. This analysis shall be conducted by the Infection Preventionist with assistance from Inyo County Health Department when indicated. This analysis will include the employee names and shall also record the basis for any determination that an employee need not be included in post-exposure follow-up because the employee did not have a significant exposure or because Employee Health or a Physician or other licensed health care professional determined that the employee is immune to the infection in accordance with applicable public health guidelines. The exposure analysis shall be made available to the local health officer upon request. The name of the person making the determination, and the identity of any Physician or other licensed health care professional or local health officer consulted in making the determination shall be recorded.
 - b. Within a timeframe that is reasonable for the specific disease, but in no case later than 96 hours of becoming aware of the potential exposure, notify employees who had significant exposures of the date, time, and nature of the exposure.
 - c. Provide post-exposure medical evaluation to all employees who had a significant exposure as soon as feasible. The evaluation shall be conducted by a Physician or other licensed health care professional knowledgeable about the specific disease, including appropriate vaccination, prophylaxis and treatment. For *M. tuberculosis*, and for other pathogens where recommended by applicable public health guidelines, this shall include testing of the isolate from the source individual or material for drug susceptibility, unless that it is not feasible.
 - d. Obtain from the Physician or other licensed health care professional or Inyo County Health Department a recommendation regarding precautionary removal as in a medical leave of absence following the exposure and a written opinion.

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- e. Determine to the extent that the information is available, whether employees of any other employers may have been exposed to the case or material.-NIHD shall notify these other employers within a time frame that is reasonable for the specific disease, but in no case later than 72 hours of becoming aware of the exposure incident of the nature, date, and time of the exposure, and shall provide the contact information for the local public health department. NIHD shall not provide the identity of the source patient to other employers.
- 6. Information provided to the Physician or Other Licensed Health Care Professional.
 - a. NIHD will ensure that all Physicians or other licensed health care professional responsible for making determinations and performing procedures as part of the medical services program are provided a copy of this standard and applicable public health guideline. For respirator medical evaluations, the employer shall provide information regarding the type of respiratory protection used, a description of the work effort required, any special environmental conditions that exist (e.g., heat, confined space entry), additional requirements for protective clothing and equipment, and the duration and frequency of respirator use.
 - b. Each employer shall ensure that the Emergency Department physician or physician or other licensed health care professional who evaluates an employee after an exposure incident is provided the following information:
 - i. A description of the exposed employee's duties as they relate to the exposure incident;
 - ii. The circumstances under which the exposure incident occurred;
 - iii. Any available diagnostic test results, including drug susceptibility pattern or other information relating to the source of exposure that could assist in the medical management of the employee;
 - iv. All of the employer's medical records for the employee that are relevant to the management of the employee, including tuberculin skin test results and other relevant tests for ATP infections, vaccination status, and determinations of immunity.
- 7. Precautionary removal recommendation from the emergency room physician, other physician or other licensed health care professional Inyo County Health Department, or NIHD's Infection Control Committee Physician Director.
 - a. NIHD, when necessary, shall request from the above an opinion regarding whether precautionary removal from the employee's regular assignment is necessary to prevent spread of the disease agent by the employee and what type of alternate work assignment may be provided. This recommendation will be documented in writing and provided to Human Resources and to the employee.
 - b. Where precautionary removal is recommended, NIHD shall maintain until the employee is determined to be noninfectious, the employee's earnings, seniority, and all other employee rights and benefits, including the employee's right to his or her former job status, as if the employee had not been removed from his or her job or otherwise medically limited.

EXCEPTION: Precautionary removal provisions do not extend to any period of time during which the employee is unable to work for reasons other than precautionary removal.

6.1. Written opinion from the physician or other licensed health care professional.

 - a. NIHD will obtain, and provide the employee with a copy of, the written opinion within 15 working days of the completion of all medical evaluations required by this section.
 - b. For TB conversions and all Reportable aerosol transmissible disease and Aerosol transmissible pathogen – laboratory exposure incidents, the written opinion shall be limited to the following information:

Commented [RC1]: Per Marcia This is not our TB process: Our TB policy refers conversions or new + to PMD with skin test result, Quantiferon, and cxray. And mandatory reporting TB form is done by Employee Health. Seems confusion in the policy for providers versus Nurses: Infection preventionist or Employee Health.

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Source: Director of Quality and Infection Prevention	Effective Date: 11/14/17

- i. The employee's TB test status or applicable Reportable aerosol transmissible disease test status for the exposure of concern;
- i. The employee's infectivity status;
- ii. A statement that the employee has been informed of the results of the medical evaluation and has been offered any applicable vaccinations, prophylaxis, or treatment;
- iii. A statement that the employee has been told about any medical conditions resulting from exposure to TB, other Reportable aerosol transmissible disease, or Aerosol transmissible pathogen – laboratory that require further evaluation or treatment and that the employee has been informed of treatment options; and
- iv. Any recommendations for precautionary removal from the employee's regular assignment.
- c. All other findings or diagnoses shall remain confidential and shall not be included in the written report.

TRAINING:

1. NIHD will provide that all employees, with occupational exposure, participate in training program.
2. The Aerosolized Transmissible Disease training will occur as stated below:
 - a. At the time of initial assignment to tasks where occupational exposure may take place;
 - b. At least annually thereafter, not to exceed 12 months from the previous training;
 - c. For employees who have received training on aerosol transmissible diseases in the year preceding the effective date of the standard, only training with respect to the provisions of the standard that were not included previously need to be provided.
 - d. When changes, such as introduction of new engineering or work practice controls, modification of tasks or procedures or institution of new tasks or procedures, affect the employee's occupational exposure or control measures. The additional training may be limited to addressing the new exposures or control measures.
3. Training material appropriate in content and vocabulary to the educational level, literacy, and language of employees shall be used.
4. The training program shall contain at a minimum the following elements:
 - a. An accessible copy of the regulatory text of this standard and an explanation of its contents.
 - b. A general explanation of Aerosolized Transmissible Diseases including the signs and symptoms of that require further medical evaluation.
 - c. An explanation of the modes of transmission of Aerosol transmissible pathogen – or Aerosol transmissible pathogen – laboratory and applicable source control procedures.
 - d. An explanation of the employer's ATD Exposure Control Plan and/or Respiratory Protection Program and Biosafety Plan, and the means by which the employee can obtain a copy of the written plan and how they can provide input as to its effectiveness.
 - e. An explanation of the appropriate methods for recognizing tasks and other activities that may expose the employee to Aerosol transmissible pathogen or Aerosol transmissible pathogen – laboratory
 - f. An explanation of the use and limitations of methods that will prevent or reduce exposure to Aerosol transmissible pathogen or Aerosol transmissible pathogen laboratory including appropriate engineering and work practice controls, decontamination and disinfection procedures, and personal and respiratory protective equipment.
 - g. An explanation of the basis for selection of personal protective equipment, its uses and limitations, and the types, proper use, location, removal, handling, cleaning, decontamination and disposal of the items of personal protective equipment employees will use.

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- h. A description of the employer’s TB surveillance procedures, including the information that persons who are immune-compromised may have a false negative test for Latent TB infection
 - i. Training meeting the annual requirements for employees whose assignment includes the use of a respirator.
 - j. Information on the vaccines made available by Employee Health, including information on their efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine and vaccination will be offered free of charge.
 - k. An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident, the medical follow-up that will be made available, and post-exposure evaluation.
 - l. Information on the employer’s surge plan as it pertains to the duties that employees will perform. As applicable, this training shall cover the plan for surge receiving and treatment of patients, patient isolation procedures, surge procedures for handling of specimens, including specimens from persons who may have been contaminated as the result of a release of a biological agent, how to access supplies needed for the response including personal protective equipment and respirators, decontamination facilities and procedures, and how to coordinate with emergency response personnel from other agencies.
5. ~~Every training~~ Training program shall include an opportunity for interactive questions and answers with a person who is knowledgeable in the subject matter of the training as it relates to the workplace that the training addresses and who is also knowledgeable in the employer’s ATD exposure control Respiratory Protection Program and Biosafety plan. Training not given in person fulfills all the subject matter required and allows for interactive questions to be answered within 24 hours by a knowledgeable person as described above.

ENGINEERING CONTROLS

- 1. Specific requirements for Airborne Infection Isolation Rooms and areas. Hospital isolation rooms constructed in conformance with General requirements of Mechanical Ventilation Systems, Title 24, California Code of Regulations, Section 417, et seq., and which are maintained to meet those requirements.
- 2. Negative pressure shall be maintained in Airborne Infection Isolation Rooms or areas. The ventilation rate shall be 12 or more air changes per hour (ACH). The required ventilation rate may be achieved in part by using in-room high efficiency particulate air (HEPA) filtration or other air cleaning technologies, but in no case shall the outdoor air supply ventilation rate be less than six ACH. Hoods, booths, tents and other local exhaust control measures shall comply with Guidelines for Preventing the Transmission of *Mycobacterium tuberculosis* in Health-Care Settings.
- 3. Engineering controls shall be maintained, inspected and performance monitored for exhaust or recirculation filter loading and leakage at least annually, whenever filters are changed, and more often if necessary to maintain effectiveness. NIHD’s maintenance department does check at least quarterly. NIHD Plant Maintenance has an aggressive filter checking program that is managed with a software program for this purpose. If a problem(s) prevent the room from providing effective AII, then the room shall not be used for that purpose until the condition is corrected.
- 4. Ventilation systems for AII rooms or areas shall be constructed, installed, inspected, operated, tested, and maintained in accordance with regulatory guidelines Section 5143, General Requirements of Mechanical Ventilation Systems, of these orders. Inspections, testing and maintenance shall be documented in writing.

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5. Air from Airborne Infection Isolation Rooms or areas, and areas that are connected via plenums or other shared air spaces shall be exhausted directly outside, away from intake vents, employees, and the general public. Air that cannot be exhausted in such a manner or that must be recirculated must pass through HEPA filters before discharge or recirculation.
6. Ducts carrying air that may reasonably be anticipated to contain aerosolized *M. tuberculosis* or other airborne infectious pathogen shall be maintained under negative pressure for their entire length before in-duct HEPA filtration or until the ducts exit the building for discharge.
7. Doors and windows of Airborne Infection Isolation Rooms or areas shall be kept closed while in use for airborne infection isolation, except when doors are opened for entering or exiting.
8. When a case or suspected case vacates an Airborne Infection Isolation Rooms or area, the room or area shall be ventilated according to Table 1 in the Guidelines for Preventing the Transmission of *Mycobacterium tuberculosis* in Health-Care Settings for a removal efficiency of 99.9 % before permitting employees to enter without respiratory protection.

TABLE 1 Air Exchange Within NIHD Departments:

Department Name	Air exchange per Hour (ACH)	Minutes Required for Removal efficiency †	
		99%	99.9%
Emergency Department	6 ACH	46	69
Emergency Department Triage	12 ACH	23	35
Med-Surg Non AIIR	6 ACH	46	69
ICU Non AIIR	6 ACH	46	69
<u>AIIR M/S 5 & ICU 1</u>	<u>12 ACH</u>	<u>23</u>	<u>35</u>
OB	6 ACH	46	69
Pre-op/PACU	6 ACH	46	69
OR	25 ACH	14	21
Outpatient Infusion	<u>6 ACH</u>	<u>46</u>	<u>69</u>
Clinics	2	138	207

* This table can be used to estimate the time necessary to clear the air of airborne *Mycobacterium tuberculosis* after the source patient leaves the area or when aerosol-producing procedures are complete.

† Time in minutes to reduce the airborne concentration by 99% or 99.9%.

LABORATORIES

1. The biological safety officer at NIHD is the Medical Director of Laboratory Services.
2. The biological safety officer performs a risk assessment in accordance with accepted methodology for each agent and procedure involving the handling of aerosolized transmissible disease pathogens in the lab Aerosol transmissible pathogen laboratory

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3. Our laboratory has feasible engineering and work practice controls, in accordance with the risk assessment to minimize the employee exposures to Aerosol transmissible pathogen – laboratory. If exposure still remains after the institution of engineering and work practice controls, then the employees will use the appropriate PPE when and where necessary.
4. Biosafety Plan: Titled Chemical Hygiene Plan: The employer shall establish, implement, and maintain an effective written Biosafety Plan to minimize employee exposures to Aerosol transmissible pathogen – laboratory that may be transmitted by laboratory aerosols. The Biosafety Plan is kept in the laboratory’s safety manual and includes the following:
 - a. Identifies a biological safety officer(s) with the necessary knowledge, authority and responsibility for implementing the Biosafety Plan
 - b. Establishes safe handling procedures and prohibit practices, such as sniffing *in vitro* cultures that may increase employee exposure to infectious agents.
 - c. Identifies any operations or conditions in which respiratory protection will be required.
 - d. Establishes emergency procedures for uncontrolled releases within the laboratory facility and untreated releases outside the laboratory facility. These procedures shall include effective means of reporting such incidents to the local health officer.
 - e. Includes procedures for communication of hazards and employee training. This shall include training in the Biosafety Plan and emergency procedures.
 - f. Includes an effective procedure for obtaining the active involvement of employees in reviewing and updating the Biosafety Plan with respect to the procedures performed by employees in their respective work areas or departments on an annual (or more frequent) basis.
 - g. Includes procedures for the biological safety officer(s) to review plans for facility design and construction that will affect the control measures for Aerosol transmissible pathogen – laboratory.
 - h. Includes procedures for inspection of laboratory facilities, including an audit of Biosafety procedures. These inspections shall be performed at least annually. Hazards found during the inspection, and actions taken to correct hazards, shall be recorded.
5. Recordkeeping will be done by the biological safety officer.

SURGE PROCEDURES

1. In the event of a surge of patients due to infectious disease, NIHD staff will follow established policies for Disaster Preparedness.
2. NIHD will participate in a multi-agency management plan, and will be directed by the Incident Command System and the county Emergency Operations Center.
3. Respiratory and personal protective equipment may be stockpiled and distributed by the Inyo County Health Department for use during a public health surge.

RECORDKEEPING

1. Medical records.
 - a. Employers are responsible for recording cases of Aerosolized Transmissible Diseases for occupational exposures, and if it involves days away from work and/or medical treatment. This record may not be combined with non-medical personnel records.
 - b. This record shall include:
 - i. The employee’s name and any other employee identifier used in the workplace;

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- ii. The employee's vaccination status for all vaccines required by this standard, including the information provided by Employee Health, any vaccine record provided by the employee, and any signed declination forms;

EXCEPTION: As to seasonal influenza vaccine, the medical record need only contain a declination form for the most recent seasonal influenza vaccine.

- iii. A copy of all written opinions provided by a Physician or other licensed health care professional in accordance with this standard, and the results of all TB assessments; and
- iv. A copy of the information regarding an exposure incident that was provided to the Physician or other licensed health care.

- c. Confidentiality. The employer shall ensure that all employee medical records required by this section are:

- i. Kept confidential; and
- ii. Not disclosed or reported without the employee's express written consent to any person within or outside the workplace except as permitted by this section or as may be required by law.

NOTE: These provisions do not apply to records that do not contain individually identifiable medical information, or from which individually identifiable medical information has been removed.

- d. The employer shall maintain the medical records required by this section for at least the duration of employment plus 30 years in accordance with Section 3204, Access to Employee Exposure and Medical Records, of these orders.

Commented [RC2]: Marcia please confirm record keeping time.

2. Training records.

- a. Training records shall include the following information:
 - i. The date(s) of the training session(s);
 - ii. The contents or a summary of the training session(s);
 - iii. The names and qualifications of persons conducting the training or who are designated to respond to interactive questions; and
 - iv. The names and job titles of all persons attending the training sessions.

- b. Training records shall be maintained for 3 years from the date on which the training occurred.

1. Records of implementation of Aerosolized Transmissible Disease Plan and/or Biosafety Plan.

- a. Records of annual review of the ATD Plan and Respiratory Protection Program Biosafety Plan shall include the name(s) of the person conducting the review, the dates the review was conducted and completed, the name(s) and work area(s) of employees involved, and a summary of the conclusions. The record shall be retained for three years.

- b. Records of exposure incidents shall be retained and made available as employee exposure records in accordance with Section 3204. These records shall include:

- i. The date of the exposure incident;
- ii. The names, and any other employee identifiers used in the workplace, of employees who were included in the exposure evaluation;
- iii. The disease or pathogen to which employees may have been exposed;
- iv. The name and job title of the person performing the evaluation;
- v. The identity of any local health officer and/or Physician or other licensed health care consulted;
- vi. The date of the evaluation; and
- vii. The date of contact and contact information for any other employer notified by NIHD regarding potential employee exposure.

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- c. Records of the unavailability of vaccine shall include the name of the person who determined that the vaccine was not available, the name and affiliation of the person providing the vaccine availability information, and the date of the contact. This record shall be retained for three years.
 - d. Records of the unavailability of Airborne Infection Isolation Rooms or areas shall include the name of the person who determined that an Airborne Infection Isolation Room or area was not available, the names and the affiliation of persons contacted for transfer possibilities, and the date of the contact, the name and contact information for the local health officer providing assistance, and the times and dates of these contacts. This record, which shall not contain a patient's individually identifiable medical information, shall be retained for three years.
 - e. Records of decisions not to transfer a patient to another facility for Airborne Infection Isolation Room for medical reasons shall be documented in the patient's chart, and a summary shall be provided to the Plan administrator providing only the name of the physician determining that the patient was not able to be transferred, the date and time of the initial decision and the date, time and identity of the person(s) who performed each daily review. The summary record, which shall not contain a patient's individually identifiable medical information, shall be retained for three years.
 - f. Records of inspection, testing and maintenance of non-disposable engineering controls including ventilation and other air handling systems, air filtration systems, containment equipment, biological safety cabinets, and waste treatment systems shall be maintained for a minimum of five years and shall include the name(s) and affiliation(s) of the person(s) performing the test, inspection or maintenance, the date, and any significant findings and actions that were taken. Plant operation uses a computer-based work system for documentation of records.
 - g. Records of the respiratory protection program shall be established and maintained. Fit-test screenings will be retained for two years.
2. Availability.
- a. The employer shall ensure that all records, other than the employee medical records more specifically dealt with in this subsection, required to be maintained by this section shall be made available upon request to the Chief Operations Officer and National Institute for Occupational Safety and Health and the local health officer for examination and copying.
 - b. Employee training records, the exposure control plan and/or Biosafety plan, and records of implementation of the Aerosolized Transmissible Disease exposure control plan and Respiratory Protection Program and the Biosafety-plan (Chemical Hygiene Plan), other than medical records containing individually identifiable medical information, shall be made available as employee exposure records in accordance to employees and/or employee representatives.
 - c. Employee medical records required by this subsection shall be provided upon request to the subject employee, anyone having the written consent of the subject employee, the local health officer, and to the Chief Operations Officer and National Institute for Occupational Safety and Health for examination and copying.
3. Transfer of Records.
- a. NIHD will comply with the requirements involving the transfer of employee medical and exposure records.
 - b. If the employer ceases to do business and there is no successor employer to receive and retain the records for the prescribed period, the employer shall notify the Chief Operations Officer and National Institute for Occupational Safety and Health, at least three months prior to the disposal of the records and shall transmit them to National Institute for Occupational Safety and Health, if required by

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National Institute for Occupational Safety and Health to do so, within that three-month period. NOTE: Authority cited: Sections 142.3 and 6308; Labor Code. Reference: Sections 142.3 and 6308, Labor Code, and 8 CCR 332.3.

REFERENCES:

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2. California Department of Public Health. (2017). ATD Standard Appendix D: Aerosol Transmissible Pathogens-Laboratory. Retrieved from <https://www.dir.ca.gov/title8/5199d.html>
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4. California Department of Public Health. (2017). Respiratory Protection in the Workplace: Cal?OSHA Respiratory Protection Standard. Retrieved from <https://www.cdph.ca.gov/programs/ohb/Pages/RespStd.aspx>
5. California Tuberculosis Controllers Association. (2015). Current CDPH-CTCA Joint Guidelines. Retrieved from <http://www.ctca.org/menus/cdph-ctca-joint-guidelines.html>
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- ~~13-12.~~ Implementing Respiratory Protection Programs in Hospitals a Guide for Respirator Program Administrators, California Department of Public Health, Occupational Health Branch, August 2015

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CROSS REFERENCE POLICIES:

1. Airborne Infection Isolation Room (AIIR)
2. N95 Mask Fit Testing Using Porta Count Pro
3. Employee Health Surveillance Program
4. Adult Immunization in the Healthcare Worker
5. Work Related Accidents/Exposures
6. Initial Evaluation of Exposure Incident
7. Lippincott Procedures: Airborne Precautions, Contact Precautions, Droplet Precautions, Standard Precautions, Respiratory Hygiene and Cough Etiquette ambulatory care.
8. Admission of a Patient with a Communicable Disease
9. Avian Influenza-H5N1 Flu Hospitalized Patients Infection Control
10. Infectious/Non Infectious Waste Disposal Procedure
11. Severe Acute Respiratory Syndrome Coronavirus (SARS-CoV) Middle East Respiratory Syndrome (MERS-CoV) Infection Control Recommendations Hospitalized Patients
12. PAPR Respirator Inspection Record
13. Care and Donning of a Powered Air Purifying Respirator
14. Northern Inyo Healthcare District Surge Plan
15. Chemical Hygiene Plan
16. Hospi-Gard Portable Filtration Unit (HGU)
17. NIHD Water Management Plan
18. Biosafety Plan
- ~~17.~~19. Health Care Worker Health Screening and Maintenance Requirements

Approval	Date
CCOC	<u>4/8/196/15/2020</u>
Infection Control Committee	<u>5/28/197/8/2020</u>
MEC	<u>6/10/198/4/2020</u>
Board of Directors	6/19/19
Last Board of Directors Review	6/19/19

Developed: 11/09/10 LA

Reviewed:

Revised: 8/11LA; 12/15NH, 1/17 NH, 6/17RC, 3/2018 RC, 4/2019RC, 5/2020 RC

Supersedes:

Index Listings: ATD, Aerosolized, TB, Respiratory, Airborne Isolation

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Appendix A—Aerosol Transmissible Diseases/Pathogens (Mandatory)

This appendix contains a list of diseases and pathogens which are to be considered aerosol transmissible pathogens or diseases for the purpose of Section 5199. Employers are required to provide the protections required by Section 5199 according to whether the disease or pathogen requires airborne infection isolation or droplet precautions as indicated by the two lists below:

Diseases/Pathogens Requiring Airborne Infection Isolation

- Aerosolizable spore-containing powder or other substance that is capable of causing serious human disease, e.g. *Anthrax/Bacillus anthracis*.
- Avian influenza/Avian influenza A viruses (strains capable of causing serious disease in humans)
- Varicella disease (chickenpox, shingles)/Varicella zoster and Herpes zoster viruses, disseminated disease in any patient. Localized disease in immunocompromised patient until disseminated infection ruled out
- Measles (rubeola)/Measles virus
- Monkeypox/Monkeypox virus
- Novel or unknown pathogens
- Severe acute respiratory syndrome (SARS)
- Smallpox (variola)/Variola virus
- Tuberculosis (TB)/*Mycobacterium tuberculosis*—Extrapulmonary, draining lesion; Pulmonary or laryngeal disease, confirmed; Pulmonary or laryngeal disease, suspected
- Any other disease for which public health guidelines recommend airborne infection isolation

Diseases/Pathogens Requiring Droplet Precautions

- Diphtheria pharyngeal
- Epi-glottitis, due to *Haemophilus influenzae* type b
- Haemophilus influenzae* Serotype b (Hib) disease/*Haemophilus influenzae* serotype b—Infants and children
- Influenza, human (typical seasonal variations)/influenza viruses
- Meningitis
- Haemophilus influenzae*, type b known or suspected
- Neisseria meningitidis* (meningococcal) known or suspected
- Meningococcal disease sepsis, pneumonia (see also meningitis)
- Mumps (infectious parotitis)/Mumps virus
- Mycoplasmal pneumonia
- Parvovirus B19 infection (erythema infectiosum)
- Pertussis (whooping cough)
- Pharyngitis in infants and young children/Adenovirus, Orthomyxoviridae, Epstein-Barr virus, Herpes simplex virus,
- Pneumonia
- Adenovirus
- Haemophilus influenzae* Serotype b, infants and children
- Meningococcal
- Mycoplasma, primary atypical*
- Streptococcus Type A
- Pneumonic plague/*Yersinia pestis*
- Rubella virus infection (German measles)/Rubella virus

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~~Severe acute respiratory syndrome (SARS)~~
~~Streptococcal disease (group A streptococcus)~~
~~Skin, wound or burn, Major~~
~~Pharyngitis in infants and young children; Scarlet fever in infants and young children~~
~~Pneumonia~~
~~Serious invasive disease~~
~~Viral hemorrhagic fevers due to Lassa, Ebola, Marburg, Crimean-Congo fever viruses (airborne infection isolation and respirator use may be required for aerosol-generating procedures)~~
~~Any other disease for which public health guidelines recommend droplet precautions~~

~~Note: The Biosafety officer reviewed all of the pathogens listed above and listed the few that may pertain to our laboratory.~~

~~Airborne: All bioterrorism bacteria—sent to the state lab immediately, without work here~~

~~Droplet: Streptococcus Type A~~

~~Haemophilus influenza, type b known or suspected—Do not type it here, but may work with it~~

~~Neisseria meningitis, known or suspected—Any work with this is done under the hood.~~

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POLICY AND PROCEDURE**

Title: NIHD workforce Exposed to Communicable Illness	
Scope: Hospital wide	Manual: Employee Health
Source: Employee Health Specialist	Effective Date: 04/29/20

PURPOSE:

This policy sets forth the principles Northern Inyo Healthcare District (NIHD) will follow to protect patients and all NIHD workforce whenever possible, from exposure to certain communicable illnesses such as Influenza, COVID-19, or other emerging infectious diseases.

Secondarily, this policy implements sick leave options for NIHD workforce that encourage reporting of potentially infectious exposures or illnesses and adherence to work restrictions.

DEFINITIONS:

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

Protected Health Information – Individually identifiable health information that is transmitted or maintained in any form or medium, including electronic PHI.

Patient - Member of public, who may be an employee of the District, who comes to the District seeking healthcare.

Employee Health information –health information created while the member of the workforce is acting in conjunction with Employee Health, Leadership chain, or Human Resources.

POLICY:

1. NIHD will review, evaluate, and respond on an individual case-by-case basis to any known suspected or confirmed instances of certain communicable illnesses, which may be transmitted in a normal business or patient care setting.
2. In the case of *epidemic or pandemic settings*, broad restrictions may be implemented in lieu of case-by-case evaluation.
3. Evaluation and response shall consider federal and state laws, as well follow Center for Disease Control (CDC), California Department of Public Health (CDPH), CAL OSHA, and Inyo County Public Health (ICPH) recommendations for that illness.
4. **NIHD WORKFORCE Reporting a Communicable Illness**
 - o NIHD workforce who know they have a communicable illness or who have a reasonable basis for believing that they have a communicable illness have an obligation to conduct themselves responsibly for their own protection and the protection of patients and other NIHD workforce.
 - o NIHD workforce with communicable illnesses must not knowingly engage in any activity at NIHD that creates a material risk of transmission to others. Decisions regarding restrictions on or modifications of employment and access to facilities or programs as a result of a communicable illness will be made on a case-by-case basis, when possible, depending on the type and nature of the communicable illness, the nature of work or work setting, and the risk to the health of the individual or others. Such restrictions or modifications may include,

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: NIHD workforce Exposed to Communicable Illness	
Scope: Hospital wide	Manual: Employee Health
Source: Employee Health Specialist	Effective Date: 04/29/20

~~among other things~~ but are not limited to, changes in job functions, location, or work schedule, and/or removing the individual from the work setting.

- Appropriate licensed medical staff will be solely responsible for assessing an employee's relevant clinical information to determine fitness for duty, contact with patients, or identify relevant work restrictions. Only the results of this assessment of fitness for duty will be shared confidentially with Human Resources when needed to manage employment and work related issues.

5. No Penalty

- Certain communicable illnesses, such as influenza like illness or other illnesses determined by regulatory agencies, may require a period of time away from the workplace in order to protect the health of others. In order to encourage those with symptoms to stay home to care for themselves or for family members who are ill, employees will not be penalized for requesting time away.

6. Communicable Illness Screenings

- Any NIHD workforce who believes he or she has contracted a communicable illness that may be transmitted in a business or patient care setting must report the symptoms or illness to their Director/Manager, Employee Health, or Infection Prevention.
- Individuals with suspected or confirmed communicable illnesses are encouraged to seek proper medical care, counseling, and education. NIHD workforce should seek appropriate medical care and counseling from a primary care physician to determine fitness for duty.
- During certain communicable disease outbreaks such as a large epidemic or pandemic, all NIHD workforce may be required to undergo mandatory health screening and/or health status reporting on a regular basis. Such provisions will be implemented by NIHD based on available federal, state, local recommendations.

7. Return to Work

- NIHD workforce who develops acute respiratory symptoms with a fever 100.0 or greater are instructed not to report to work, or if at work, to stop patient-care activities, don a facemask, and promptly notify their supervisor before leaving work.
- The NIHD workforce excluded from work until at least 24 hours after they no longer have a fever (without the use of fever-reducing medicines such as acetaminophen, aspirin, or ibuprofen) and improvement of symptoms. Those with ongoing respiratory symptoms should be considered for evaluation by primary care physician to determine appropriateness of contact with patients.
- Reminded that adherence to respiratory hygiene and cough etiquette after returning to work is always important. If symptoms such as cough and sneezing are still present, NIHD workforce should wear a facemask during patient-care activities. The performing frequent hand hygiene (especially before and after each patient contact and contact with respiratory secretions) is required.

8. Obligation to Treat Patients

- NIHD WORKFORCE ~~s~~ with patient care responsibilities may not refuse to treat a patient whose condition is within their realm of competence solely because the patient has a suspected or confirmed communicable illness.

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: NIHD workforce Exposed to Communicable Illness	
Scope: Hospital wide	Manual: Employee Health
Source: Employee Health Specialist	Effective Date: 04/29/20

- NIHD workforce with certain conditions placing them at higher risk of infection and/or complications, including but not limited to compromised immune system, pregnancy, or contraindication to vaccination, may be reassigned to duties with lower risk of exposure to the communicable illness.

9. Confidentiality

- All employee health information and protected health information is handled according to HIPAA, HITECH, California Medical Information Act (CMIA) and other regulatory requirements.
- NIHD Infection Prevention may notify patients of test results during a large epidemic/pandemic. Protected health information refers to the health information of patients, and will NOT be shared with an employer without authorization from the patient.
- NIHD Employee Health may notify the employee and the Human Resources department of employee health information. NIHD Employee Health will not release employee health information to co-workers, managers, or leadership chain.
- NIHD Infection Prevention, in conjunction with Inyo County Health Department, may engage in mandatory contact tracing and other activities as mandated by law to ensure the health and safety of NIHD workforce and patients.
- NIHD will implement restrictions or modifications as discreetly and confidentially as possible. Changes in work status or accommodations to meet employee health needs will be carried out without disclosing employee health information to anyone except the Human Resources Department.

REFERENCES

1. Center for Disease Control. Prevention Strategies for Seasonal Influenza in Healthcare Settings. Retrieved 4/29/20 <https://www.cdc.gov/flu/professionals/infectioncontrol/healthcaresettings.htm>
2. Center for Disease Control (4/15/2020). Interim U.S. Guidance for Risk Assessment and Public Health Management of Healthcare Personnel with Potential Exposure in a Healthcare Setting to Patients with Coronavirus Disease 2019 (COVID-19). Retrieved 4/29/20 <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-risk-assesment-hcp.html>

CROSS REFERNCE P&P:

1. Health Care Worker Health Screening and Maintenance Requirements
2. Northern Inyo Surge Plan
3. Infection Prevention Recommendations for Avian Influenza, Novel Influenza, and Seasonal Flu

SUPERSEDES

1. Healthcare Workers with Influenza like Illness

Approval	Date
Clinical Consistency Oversight Committee	5/18/2020
Infection Control Committee	7/8/2020
MEC	8/4/2020
Board of Directors	
Last Board of Director review	

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: NIHD workforce Exposed to Communicable Illness	
Scope: Hospital wide	Manual: Employee Health
Source: Employee Health Specialist	Effective Date: 04/29/20

Initiated: 4/20 MM
Revised: 5/11 PD, 5/18 RC
Reviewed:

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Scope of Service - Infection Prevention*	
Scope: NIHD	Manual: 2. NAM - Utilization of Nursing Departments
Source: DON Quality & Infection Prevention	Effective Date: 3/17/16

PURPOSE:

The Infection Prevention Program at Northern Inyo Healthcare District (NIHD) is a comprehensive quality improvement function that serves patients, physicians, nurses and other health care workers at the hospital, as well as entire departments and services. The Infection Prevention Committee, provides the administrative and structural framework to enact infection Prevention policies and surveillance at NIHD. The Infection Prevention Committee is responsible for directing all phases of the Infection Prevention Program for the hospital and its clinics. Surveillance plans are based on a continuous review of communicable diseases in the hospital and community, changes in organism antimicrobial resistance, and the particular vulnerabilities of the populations served by the hospital.

I. Department Description: With direction from the Infection Prevention Committee and the Infection Prevention Committee Chair, the Infection Preventionist, and Employee Health Specialist (who both report to the Director of Quality/Infection Prevention) implement infection surveillance and infection prevention and control process measures with hospital-wide support from department managers.

II. Mission: To improve the quality of health by identifying, preventing and controlling the risks of acquiring and transmitting infections among patients, visitors, team members, volunteers and all other healthcare providers, while utilizing evidence based practices and principles.

The Infection Prevention (IP) Program incorporates Administrative support to ensure adherence to the Program Standards.

Through orientation and an ongoing continuing education program, NIHD ensures that all team members are effectively trained and educated on infection Prevention issues and procedures. The IP Program ensures that all team members safely interact with our customers.

Adherence to the established IP Program standards is continuously monitored through surveillance. Problems identified through surveillance are analyzed, evaluated, and monitored for resolution. Surveillance is used to identify opportunities to improve care while playing an integral role in continuous quality improvement effort.

The continuously developing Infection Prevention Program is part of Northern Inyo Healthcare District’s ongoing commitment to provide high quality healthcare. Through the Infection Prevention Program, NIHD systematically involves each team member in the process of maintaining a safe environment for our patients, visitors, team members and other healthcare providers.

The driving force behind every recommendation and action of the Infection Prevention Program is to protect:

- The patient/family
- The health care worker (hew), and
- Others in the health care environment, and
- To accomplish this in a cost-effective manner whenever possible.

The same high level of precautions is provided for all patients and employees.

**NORTHERN INYO HOSPITAL
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Title: Scope of Service - Infection Prevention*	
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III. Vision:

- A. All hospitals run the risk of hospital acquired infections, meaning infections acquired in the hospital. These infections may be endemic or epidemic which may affect patients, team members, and others who come into contact with patients.
- B. NIHD is committed to providing an effective hospital wide program for the surveillance, prevention and control of HAI infections. The infection prevention process is designed to lower the risks and to improve the rates or trends of epidemiologically significant infections. The surveillance, prevention and control of infection includes processes and activities both in direct patient care and in patient care support coordinated and carried out by the hospital. It also links with external organizational support systems to reduce the risk of infection from the environment, and the community.
- C. The infection prevention process and its supporting mechanisms are based on current scientific knowledge, acceptable practice guidelines, applicable laws and regulations, sound epidemiologic principles and research on hospital acquired infections. It takes into consideration the following factors: the facility’s geographic location, patient volume, patient population served, the hospital’s clinical focus and number of team members.
- D. The Infection Prevention Program addresses and prioritizes issues defined by the hospital to be epidemiologically important to the hospital. Information regarding risk, rates and trends in hospital acquired infection is used to improve prevention and control activities and to reduce hospital acquired infection rates to the lowest possible level. The Infection Prevention Program is connected with the Inyo County Health Department to ensure appropriate follow-up of infection is implemented within the communities and rural areas served by Northern Inyo Healthcare District.

IV. Scope: Surveillance prevention and control of infection covers a broad range of processes and activities that are coordinated and carried out by the hospital: (1) in direct patient care and in patient care support and (2) health care team members. The Infection Prevention Program also links with external organizational support systems to reduce the risk of infection from the environment, including air, food and water sources. The Infection Prevention Program is a coordinated process to reduce the risk of endemic and epidemic hospital acquired infections in patients and team members. It is adopted by the Administration, Medical Staff, and team members of NIHD to provide for the surveillance and prevention of infections. The infection prevention process is integrated with the hospital’s overall process for assessing and improving organizational performance. The hospital tracks risks, rates and trends of hospital acquired infections. It uses this information to improve prevention and control activities and to reduce hospital acquired infection rates to the lowest possible levels. Special monitoring of the environment, continuous evaluation of infection prevention policies and procedures, and periodic review of the clinical use of antibiotics is utilized. The Infection Prevention Program also interfaces with the local health department to ensure continuation of care, appropriate follow-up and prevention of infection as appropriate.

The hospital wide Infection Prevention Program for surveillance, prevention and control of infection is defined to include the following:

- A. Inpatient and outpatient areas
All areas with inpatient beds and all areas where patient care services are provided on an outpatient basis:
 - Acute/Sub Acute
 1. Medical Surgical Telemetry Adult
 2. Medical Surgical Pediatrics
 3. Swing

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- Inpatient Hospice
- Intensive Care Unit
- Perinatal Services
- Emergency Department
- Perioperative Services
- Outpatient Infusion Center
- Rural Health Clinics
- NIA Clinics

B. Service/Diagnostic Areas

All areas that provide specialized patient treatment or diagnostic services. The nature of these services forces practitioners to put infection Prevention principles into practice:

- Laboratory
- Diagnostic Imaging
- Rehabilitation: PT/OT/ST
- Cardiopulmonary
- Dietary
- Pharmacy

C. Support Services

All hospital departments/services that support diagnostic or therapeutic patient care activities and have an identified role in infection Prevention:

- Biomedical Engineering
- Case Management
- Environmental Services
- Health Information Services (Medical Records)
- Laundry Services
- Plant Operations
- Materials Management
- Security
- Volunteer Services
- Quality Assurance/Performance Improvement
- Employee Health

V. Staffing (Method of Practice): Monday through Friday 8:00 a.m. to 5:00 p.m. Contact after hours via Infection Preventionist's Cell phone and/or Administrator on Call. Nursing Department coverage for vacation and holiday time off, with staff who have cross-training. Infection Prevention Committee Chair or Chief of Medical Staff available as needed for consultation.

VI. Customers (Types of Patients) – See above under Scope A. B. and C.

VII. Ages Served: All

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VIII. QA/PI:

- **Pillars of Excellence** – NIHD internal Performance Indicators/Measures.
- **Inyo County Department of Public Health** – Reporting Requirements for Communicable Disease.
- **CalHEN** – CMS Reporting Requirements for participation in Medi-care program..
- **California Department of Public Health**
- **CalHeart** – CDPH Reporting Requirements and the Healthcare Associated Infections Program
- **The Joint Commission** – Patient Safety Goals, and Healthcare Associated Infections.
- **CDC – National Healthcare Safety Network NHSN** – Monthly Measures for Device Associated Infections, Surgical Site Infections, Multi-Drug Resistance Organisms, Antibiotic Stewardship, and Annual Healthcare Worker Flu Immunization reporting.
- **Cal-OSHA** – Employee Associated bloodborne exposures and TB assessments.
- **Anthem Blue-Cross** – Activities to reduce healthcare associated infections.

XI. The Infection Prevention Program at NIHD is staffed with budgeted professionals who are trained and qualified to perform the necessary functions of infection Prevention and healthcare epidemiology.

- A. Infection Preventionist - .9 FTE**
- B. Infection Prevention coverage by DON of Quality/Infection Prevention**

The Infection Preventionist assumes the responsibility of managing and carrying out the infection surveillance, prevention and Control as well as knowledge and job experience in the areas of epidemiological principles and infectious disease, microbiology, quality management, regulation and recommendations of regulatory agencies, sterilization, sanitation, disinfection practices, employee health, environmental health, and public health. This individual also is knowledgeable in adult education principles and patient care practice. This person maintains records and logs of incidents related to infections and communicable disease. The Infection Preventionist and/or designee reviews culture and sensitivity testing, reviews antibiotic usage reports, reports suspected infections, conducts unit specific risk assessments quarterly, infection prevention annual risk assessment and implements isolation procedures in accordance with hospital policy, maintain policies and procedures that are specific to patient care activities and are based on recognized guidelines and applicable laws and regulations. The Infection Preventionist has input into staff education to ensure all team members are competent to participate in infection monitoring, prevention and Prevention activities. The Infection Preventionist refers cases for physician review and communicates pertinent clinical infection prevention information to the Infection Prevention Committee.

- C. Informatics Nurse Quality Specialist (INQS) -.5 FTE**

The Informatics Nurse Quality Specialist supports the infection prevention process, including data collection, data analysis, interpretation and presentation of findings and helps the hospital achieve program objectives.

- D. House Supervisor** – designee for Cross/Training and assistance during Influenza Vaccination Clinics, and Surge Activities.

Duties of Infection Preventionist Include:

1. Surveillance

- a. Assume responsibility for surveillance, under the direction of the Committee and Chairpersons, to identify infection risks to patients and personnel.

**NORTHERN INYO HOSPITAL
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Title: Scope of Service - Infection Prevention*	
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- b. Coordinate the investigation of infection exposure incidents or outbreaks.
- c. Work with Infection Prevention Committee and Antibiotic Stewardship Committee to plan and implement epidemiological studies necessary for Prevention of outbreaks of infection. Use statistical analysis as appropriate to judge significance of data.
- d. Maintain Infection Prevention information and record keeping.
- e. Review positive cultures to determine if Hospital Acquired Infection (HAI), Multidrug Resistant Organism or potential outbreak in order to determine Infection Prevention and Prevention measures and make decisions or take actions on corrective preventative measures, within the guidelines of the Infection Prevention Committee.

2. Program, Policy and Decision Support:

- a. Provide consultation to department heads for development of departmental infection prevention policy and procedures, and collaborate with nursing, physicians, hospital departments, and the Infection Prevention Committee to develop appropriate infection prevention precautions and activities.
- b. Evaluate Infection Prevention policies regarding Infection Prevention content that aligns with hospital policy, regulatory guidelines and confer with department heads on appropriate changes.
- c. Monitor and assist with the implementation of programs to minimize infectious hazards in the environment through interpretation of policies to department heads, and inform them of any unsafe practices observed.
- d. Maintain close communication with nursing, physicians, department supervisors and microbiology laboratory in order to ensure use of correct methods and be aware of problems that need further work or require Committee action.

3. Committee Membership and Participation:

- a. Participate as an active member of the Infection Prevention Committee. Provide information to Committee on effectiveness of Infection Prevention programs, problems requiring action, and contribute to development of new policy and procedure.
- b. Gather information from professional literature and participate in professional groups outside the Hospital to determine community standards of infection Prevention practice. Communicate this information to the Infection Prevention Committee for consideration.
- c. The Infection Preventionist is an active member of the Nurse Executive team, Clinical Consistency Oversight Committee, Sharps Prevention Program, Safety Committee, Antibiotic Stewardship Committee, and Disaster Committee, The Infection Preventionist may attend any other committee if there are any Infection Prevention topics and concerns.

4. Education and Training:

- a. Provide Infection Prevention and Control education and training to hospital departments including all NIHD workforce.
- b. Consult if District Education regarding teaching of infection prevention policies and practices, and appropriateness of teaching materials (e.g.. audiovisuals) used by District Education. Provide updates on changes in regulations and recommendations that may affect educational content.
- c. Serve as a resource on Infection Prevention to the community outside the hospital through consultation and teaching within limits set by the Committee.
- d. The Infection Preventionist is a liaison with other units in the Health Department outside the NIHD setting.
- e. The Infection Preventionist will perform other duties related to Infection Prevention as prescribed by the Committee Chairperson(s) and hospital leadership.

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Title: Scope of Service - Infection Prevention*	
Scope: NIHD	Manual: 2. NAM - Utilization of Nursing Departments
Source: DON Quality & Infection Prevention	Effective Date: 3/17/16

CROSS REFERENCES:

1. Infection Prevention Plan
2. Surveillance of Hospital Acquired Infections (HAI's)

REFERENCES:

1. American Journal of Infection Prevention (2016). APIC Professionals and practice standards. Retrieved from https://apic.org/Resource_/TinyMceFileManager/PDC/PPS.pdf
2. Centers for Disease Prevention and Control. (2019). Infection Prevention in Healthcare Personnel: Infrastructure and routine practices for Occupational Infection Prevention and Prevention Services. Retrieved from <https://www.cdc.gov/infectionPrevention/pdf/guidelines/infection-Prevention-HCP-H.pdf>

Approval	Date
CCOC	6/1/2020
Infection Prevention	7/8/2020
MEC	8/4/2020
Board of Directors	
Last Board of Director review	5/17/17

Developed: 3/2015 NH

Reviewed:

Revised: 2/2016 RC, 5/2020 RC

Supersedes:

Responsibility for review and maintenance:

Index Listings:

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Toy Cleaning	
Scope: NIHD	Manual: CPM - Infection Control-Environmental (ICE)
Source: QUALITY INFORMATICS INFECTION PREVENTION Manager <u>DON Quality & Infection Prevention</u>	Effective Date: 1/31/2017

PURPOSE:

To prevent transmission of microorganisms associated with soiled or used toys.

POLICY:

1. Each age group of pediatric patients shall have their own developmentally appropriate toys.
2. Toys that can be easily cleaned and disinfected shall be selected.
3. Stuffed, furry toys may not be shared.
4. Toys shall not be shared between age groups.
5. All toys are to be clean and in good repair.
6. Hand hygiene is performed prior to handling toys and books.
7. Water containing bath toys are prohibited.

DEFINITIONS:

1. Hospital-approved detergent disinfectant: EPA-registered disinfectants approved by the institution's Infection Control Committee to meet the overall needs of the healthcare facility for routine cleaning and disinfection; used according to the manufacturer's recommendations for amount, dilution, and contact time sufficient to remove pathogens from surfaces of rooms where colonized or infected individuals are housed.
2. Moveable toys: Moveable toys (e.g. books, blocks, dolls, etc.) are discouraged for communal use. Provide toys/items that the patient can take home. Therapeutic items used for distraction, instruction, etc. must be cleaned after each use.
3. Stationary toys: Toys affixed to tables, walls, ceilings, floors, casework, or that are not easily moveable by the patient.

PROCEDURE:

1. Toys are to be examined before and after use. Any toy that is cracked, broken or unable to be cleaned is to be discarded.
2. After use by patient use Hospital-approved detergent/disinfectant
 - Clean toy with disinfectant after each patient use
 - Follow approved detergent/disinfectant label directions for contact time, and allow drying to air.
 - If toys or Rehab equipment that are to be mouthed, rinse with water after disinfection.
 - Separate toys that are clean and ready for use
 - Clean and disinfect large stationary toys after each patient use
3. Use soap and water for cleaning visibly soiled toys.
 - Wash with soap and water using friction
 - Rinse with water and dry
4. If toy has crevices use brush to clean.
5. Toys used in isolation rooms will remain with the patient throughout hospitalization, then cleaned using appropriate hospital-approved detergent/disinfectant according to the type of organism ~~that~~ for which the patient is being isolated. ~~for~~
6. Clean stationary toy in Northern Inyo Associated Pediatric/~~Allergy~~ with hospital approved detergent/disinfectant at least once per day when in use.
7. Books:

NORTHERN INYO HOSPITAL POLICY AND PROCEDURE

Title: Toy Cleaning	
Scope: NIHD	Manual: CPM - Infection Control-Environmental (ICE)
Source: QUALITY INFORMATICS INFECTION PREVENTION Manager: <u>DON Quality & Infection Prevention</u>	Effective Date: 1/31/2017

- Rehab Services paperback books will be stored and used for children that can follow appropriate hand hygiene-
 - ~~Northern Inyo Associated Pediatric/Allergy~~ books will remain ~~on~~ in the well-child waiting room ~~side~~ and be wiped down daily-
 - Northern Inyo associated Pediatric books will also be kept in exam rooms and will be wiped down by staff after being handling by patients
8. If toys are assigned to patients for therapy, place in plastic bag and label bag with at least 2 patient identifiers.
9. If unassigned toys are used during therapy session after use, place in bin that is labeled” To be cleaned.” After toys have been cleaned place toys in the bin that is labeled” Cleaned Toys”.
- 9-10. Toys that cannot be cleaned should not be allowed in Pediatric Office, Pediatric Rehab, or Acute/Subacute Department.

REFERENCES:

1. Centers for Disease Control and Prevention (~~2011~~)- (2019) 2007 Guidelines for Isolation Precautions: *Guideline for Isolation Precautions: Preventing Transmission of Infectious Agents in Healthcare Settings (Section IV.F.4)*. Retrieved from http://www.cdc.gov/hicpac/2007ip/2007ip_part4.html
2. Siegel JD, Rhinehart E, Jackson M, Chiarello L, and the Healthcare Infection Control Practices Advisory Committee. (2010). *Guideline for Isolation Precautions: Preventing Transmission of Infectious Agents in Healthcare Settings*. Retrieved from <http://www.cdc.gov/hicpac/2007ip/2007isolationprecautions.html>
- 2-3. MCN Healthcare. (2020) Infection Control and toys. Retrieved from <https://www.mcnhealthcare.com/infection-control-and-toys/>

CROSS REFERENCE P&P:

1. Disinfection, noncritical patient care equipment, ambulatory care
<http://procedures.lww.com/lmp/view.do?pId=3358992&hits=noncritical&a=false&ad=false>
2. Northern Inyo Hospital Water Management Plan (7/19/2017)

Approval	Date
CCOC	6/1/2020 3/26/18
Infection Control Committee	5/22/18 7/8/2020
<u>Perinatal/Pediatric Committee</u>	6/30/2020
MEC	6/5/18 8/4/2020
Board of Directors	6/20/18
Last Board of Director review	6/20/18

**NORTHERN INYO HOSPITAL
POLICY AND PROCEDURE**

Title: Toy Cleaning	
Scope: NIHD	Manual: CPM - Infection Control-Environmental (ICE)
Source: QUALITY INFORMATICS INFECTION PREVENTION Manager <u>DON Quality & Infection Prevention</u>	Effective Date: 1/31/2017

Developed: 10/27/2016 RC
Reviewed:
Revised: 3/6/18 RC, [5/2020 Rc](#)
Supersedes: Toy Cleaning
Index Listings:

Draft

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Standardized Protocol – Physician Assistant in the Operating Room	
Scope: Physician Assistant	Manual: Medical Staff, Surgery
Source: Medical Staff Support Manager	Effective Date: 03/21/2018

PURPOSE:

To establish guidelines for the adequate supervision and qualifications of the Physician Assistant (PA) who assists the surgeon during a surgical procedure.

POLICY:

1. The Physician Assistant (PA) assists the attending surgeon during a surgical procedure by providing aid in exposure, hemostasis, and other technical functions which will help the surgeon carry out a safe operation with optimal results for the patient.
2. Only a PA currently licensed in California, who meets all the criteria specified in Appendix A may perform this procedure. ~~Knowledgeable regarding PA limitations and practices within these.~~
3. The PA will be evaluated for continued competency ~~ninety (90) days after assuming the position and yearly thereafter. The evaluation will be done by a physician and will contain input from the appropriate attending surgeon(s) based on this protocol, chart review and their observations as per the General Physician Assistant Protocol.~~
4. The PA may function under this protocol only when the following conditions are met:
 1. The attending surgeon has determined that the PA can provide the type of assistance needed during the specific surgery.
 2. The PA functions under the supervision of the attending surgeon. The attending surgeon does not need to be physically present in the operating room for those portions of the procedure (usually setup and final closure) which in the judgment of the attending surgeon the PA may safely do without direct and in-person supervision. The attending surgeon must be able to be present immediately if needed and must have a reliable way to be contacted and summoned, such as a cell phone, if needed. Specifically, the attending surgeon may be in such places as the recovery room, the pre-op area, the wards of the hospital, an on campus office, or the ~~ER~~Emergency Department.
5. The PA practices within the appropriate limitations and may choose not to perform those functions for which he/she has not been prepared or which he/she does not feel capable of performing.

PROTOCOL:

The PA will:

1. Assist with the positioning, prepping and draping of the patient, or perform these actions independently, if so directed by the surgeon.
2. Provide retraction by:
 1. Closely observing the operative field at all times.
 2. Demonstrating stamina for sustained retraction.
 3. Retaining manually controlled retractors in the position set by the surgeon with regard to surrounding tissue.
 4. Managing all instruments in the operative field to prevent obstruction of the surgeon's view.
 5. Anticipating retraction needs with knowledge of the surgeon's preferences and anatomical structures.

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3. Provide hemostasis by:
 1. Applying the electrocautery tip to clamps or vessels in a safe and knowledgeable manner, as directed by the surgeon.
 2. Sponging and utilizing pressure, as necessary.
 3. Utilizing suctioning techniques.
 4. Applying clamps on superficial vessels and the tying or electrocoagulation of them, as directed by the surgeon.
 5. Placing suture ligatures in the muscle, subcutaneous and skin layer.
 6. Placing hemoclips on bleeders, as directed by the surgeon.
4. Perform knot tying by:
 1. Having knowledge of the basic techniques of knot tying to include, two-handed tie; one-handed tie; instrument tie.
 2. Tying knots firmly to avoid slipping.
 3. Avoiding undue friction to prevent fraying of suture.
 4. “Walking” the knot down to the tissue with the tip of the index finger and laying the strands flat.
 5. Approximating tissue rather than pulling tightly to prevent tissue necrosis.
5. Perform dissection as directed by the surgeon by:
 1. Having knowledge of the anatomy.
 2. Demonstrating the ability to use the appropriate instrumentation.
 3. For abdominal surgery: dissection includes only layers above the fascial layer. all layers to, but not, the peritoneum.
6. Provide closure of layers of tissue as directed by the surgeon; sutures fascia, subcutaneous tissue and skin by:
 1. Correctly approximating the layers, under direction of the surgeon.
 2. Demonstrating knowledge of the different types of closures, to include but not be limited to: interrupted vs. continuous; skin sutures vs. staples; subcuticular closure; horizontal mattress.
 3. Correctly approximating skin edges when utilizing skin staples or suture.
7. Assist the surgeon at the completion of the surgical procedure by:
 1. Affixing and stabilizing all drains.
 2. Cleaning the wound and applying the dressing.
 3. Assisting with applying casts; splints, bulky dressings, abduction devices.

~~The PA practices within the appropriate limitations and may choose not to perform those functions for which he/she has not been prepared or which he/she does not feel capable of performing.~~

REFERENCES:

1. “Medical Services Performable.” California Code of Regulations. 16 CCR § 1399.541.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Standardized Protocol – Physician Assistant in the Operating Room	
Scope: Physician Assistant	Manual: Medical Staff, Surgery
Source: Medical Staff Support Manager	Effective Date: 03/21/2018

Approval	Date
Interdisciplinary Practice Committee	06/10/2020
Surgery/Tissue/Transfusion/Anesthesia Committee	07/22/2020
Medical Executive Committee	08/04/2020
Board of Directors	
Last Board of Directors Review	02/20/2019

Developed:

Reviewed: 3/2018, 12/2018

Revised: 6/2020

Supersedes:

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Standardized Protocol – Physician Assistant in the Operating Room	
Scope: Physician Assistant	Manual: Medical Staff, Surgery
Source: Medical Staff Support Manager	Effective Date: 03/21/2018

APPENDIX A

1. A Physician Assistant who is approved as a PA at Northern Inyo Healthcare District may function as first assistant if all of the following conditions exist.
 - a. Currently licensed as a PA in California.
 - b. Successful completion of an accredited Physician Assistant program. (A copy of the certificate of completion will be placed in the PA’s personnel file and the Medical Staff credentials file.)
 - c. Demonstrated knowledge and skill in applying principles of asepsis and infection control and demonstrated skill in behaviors that are unique to functioning as a PA.
 - d. Demonstrated knowledge of surgical anatomy, physiology and operative procedures for which the PA assists.
 - e. Demonstrated ability to function effectively and harmoniously as a team member.
 - f. ~~Able to perform CPR~~Current BLS certification; ACLS ~~completion certification~~ preferred.
 - g. Able to perform effectively in stressful and emergency situations.

**NORTHERN INYO HEALTHCARE DISTRICT
POLICY AND PROCEDURE**

Title: Standardized Protocol – Physician Assistant in the Operating Room	
Scope: Physician Assistant	Manual: Medical Staff, Surgery
Source: Medical Staff Support Manager	Effective Date: 03/21/2018

ATTACHMENT 1 – LIST OF AUTHORIZED PHYSICIAN ASSISTANTS

1. _____
NAME SIGNATURE DATE
2. _____
NAME SIGNATURE DATE
3. _____
NAME SIGNATURE DATE
4. _____
NAME SIGNATURE DATE

LIST OF SUPERVISING PHYSICIANS

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

- CALL TO ORDER** The meeting was called to order at 5:30 pm by Jean Turner, District Board Chair.
- PRESENT** Jean Turner, Chair
Robert Sharp, Vice Chair
Jody Veenker, Secretary
Mary Mae Kilpatrick, Treasurer
Topah Spoonhunter, Member-At-Large
Kelli Davis MBA, Interim Chief Executive Officer and Chief Operating Officer
Tracy Aspel RN, BSN, Chief Nursing Officer
William Timbers MD, Interim Chief Medical Officer
Charlotte Helvie MD, Vice Chief of Staff
Peter Tracy, Jones and Mayer, Of Counsel
- OPPORTUNITY FOR PUBLIC COMMENT** Ms. Turner announced at this time persons in the audience may speak on any items not on the agenda on any matter within the jurisdiction of the District Board. Members of the audience will have an opportunity to address the Board on every item on the agenda, and speakers will be limited to a maximum of three minutes each. The Board is prohibited from generally discussing or taking action on items not included on the agenda for the meeting. Ms. Turner thanked District staff and providers for their heroic efforts during the Covid 19 pandemic, and opened the meeting in their honor. No other comments were heard.
- NETWORK SECURITY PENETRATION TEST RESULTS** Interim Information Technology Director Bryan Harper provided the results of a network security penetration test, which was conducted to determine the security posture of Northern Inyo Healthcare District (NIHD) computer systems and identify any potential vulnerabilities. The test identified both positive elements of NIHD's electronic security systems as well as vulnerabilities, and as a result improvements have been implemented to elevate the level of electronic security at NIHD.
- DISTRICT BOARD RESOLUTION 20-05, CARES ACT FUNDING** NIHD Financial Consultant Vinay Behl called attention to proposed District Board Resolution 20-05, which would allow for implementation of provisions in the CARES Act in order to help address the negative economic impact of Covid-19 on District employees. The proposed Resolution would allow District employees the opportunity to withdraw monies from their retirement plans without incurring penalties. It was moved by Robert Sharp, seconded by Jody Veenker, and unanimously passed to approve District Board Resolution 20-05 as presented.
- PENSION FUNDING POLICY** Mr. Behl additionally called attention to a proposed Policy and Procedure titled *Pension Funding Policy*, which would allow flexibility for funding of the District's Defined Contribution and Defined Benefit retirement plans during the financially challenging times that have resulted from the

Covid 19 pandemic. American Federation of State, County, and Municipal Employees (AFSCME) Eastern Sierra Staff Representative Jane McDonald commented that the Union would like more time to look at this issue prior to the policy being approved by the District Board. Interim Chief Executive Officer Kelli Davis noted that the proposed Policy has been thoroughly reviewed and vetted by District Legal Counsel. Director Sharp requested verification that the Policy would have no impact on District employees who have already retired or are about to retire, and Mr. Behl provided that assurance. It was moved by Ms. Veenker, seconded by Topah Spoonhunter, and unanimously passed to approve the proposed *Pension Funding Policy* as presented.

AMENDMENT 5 TO THE
NIHD DEFINED
BENEFIT RETIREMENT
PLAN

Mr. Behl additionally called attention to Amendment 5 to the Northern Inyo Healthcare District Retirement Plan, which amends the Plan to allow for the *Pension Funding Policy* that was just passed. It was moved by Mr. Sharp, seconded by Ms. Veenker, and unanimously passed to approve Amendment 5 to the NIHD Defined Benefit Retirement Plan as presented.

DISTRICT BOARD
RESOLUTION 20-06,
ANNUAL
APPROPRIATIONS
LIMIT

Mr. Behl also called attention to proposed District Board Resolution 20-06 which would establish the District Appropriations Limit for the July 1 2020 through June 30 2021 fiscal year. It was moved by Mr. Sharp, seconded by Mary Mae Kilpatrick, and unanimously passed to approve District Board Resolution 20-06 as presented.

DISTRICT BOARD
RESOLUTION 20-07, RE-
FUNDING OF 2010
REVENUE BONDS

Mr. Behl additionally called attention to proposed District Board Resolution 20-07, which would authorize commencement of proceedings to re-fund the District's 2010 revenue bonds, in order to reduce annual debt service payments. It was moved by Ms. Veenker, seconded by Mr. Spoonhunter, and unanimously passed to approve District Board Resolution 20-07 as presented.

PRESENTATIONS ON
MANAGEMENT OF
NIHD INVESTMENT
PORTFOLIOS

Mr. Stuart Herskowitz with Hooker and Holcomb Investment Management Services provided an overview of NIHD's existing investment management plan, noting that the District's investment practices have not been reviewed since 1975. Mr. William Dennehy with Chandler Asset Management also provided an overview of the District's pension plan investment practices, recommending that they be re-assessed in order to realize a better return on investment. Both presentations were provided as information items only, to lay a foundation for further discussion of both topics at future meetings.

POLICY AND
PROCEDURE,
PATHWAYS FOR
DEVELOPMENT,
NURSING STANDARDS

Chief Nursing Officer Tracy Aspel, RN called attention to a revised Policy and Procedure titled *Pathways for Development, Review, and Revision of Nursing Standards*. It was moved by Ms. Kilpatrick, seconded by Mr. Sharp, and unanimously passed to approve the revised *Pathways for Development, Review, and Revision of Nursing Standards* Policy and Procedure as presented.

PIONEER HOME
HEALTH QUARTERLY
REPORT

Pioneer Home Health (PHH) Administrator Ruby Allen provided a Pioneer Home Health quarterly report which included the following:

- Home Health referrals have increased significantly, and PHH is seeing an increased interest in home care services
- PHH's Medicare reimbursement rates are higher than last year's rates
- The number of Home Health and Hospice patients being seen has increased significantly over the past year
- The staff at Pioneer Home Health is working hard to continually improve the services available to area residents

The Board inquired as to whether former PHH Administrator Pat West or District Compliance Officer Patty Dickson will act as Compliance Officer for Pioneer Home Health, noting that previous Board action designated the District's Compliance Officer (Ms. Dickson) to also act as Compliance Officer for Pioneer Home Health. It was determined that the PHH Compliance Officer role will be looked into in more detail, and that there would be a probable conflict interest if Ms. West were to assume that role. Director Sharp commended the staff at PHH for their recent sacrifices, hard work, and efforts to grow PHH services and cut costs in order to improve the financial condition of the organization.

BUILDING
SEPARATION
CONSTRUCTION
PROJECT UPDATE

NIHD Property Manager Scott Hooker reported that the hospital building separation project is moving forward, albeit at a slow pace. A Fire/Life Safety Officer from the Office of Statewide Healthcare Planning and Development (OSHPD) was on site at NIHD today to inspect a couple of the District's smaller projects, and the inspector provided input on the building separation project as well.

RETURN ON
INVESTMENT
COMMITTEE UPDATE

Vinay Behl provided an update on the efforts of the District's Return On Investment (ROI) Committee, which was established to assess District service lines and operations in order to identify areas that are not economically feasible and to grow new service lines that would be beneficial to the District and to area residents. The Committee meets on a weekly basis, and their current efforts focus on identification of potential new service lines, and re-negotiation of existing District contracts (including evaluation of physician contracts in order to better align production with compensation).

PHYSICIAN
RECRUITMENT
UPDATE

Interim Chief Medical Officer William Timbers MD provided a physician recruitment update which included the following:

- A report on the addition of multiple hospitalist providers
- The addition of Rural Health Clinic and Emergency Department providers
- The addition of a pediatrics provider in the month of October
- Report on updates to general surgery coverage
- Updates on negotiations that are in progress with a potential

plastic surgeon, and with a general surgeon who has sub-specialty training in hepatobiliary surgery

CHIEF OF STAFF
REPORT

Vice Chief of Staff Charlotte Helvie MD reported following careful review and consideration the Medical Executive Committee recommends approval of the following Annual Approvals:

1. *Standardized Procedure – Certified Nurse Midwife*
2. *Standardized Procedure – General Policy for the Nurse Practitioner or Certified Nurse Midwife*
3. *Utilization Review Plan (2020)*

It was moved by Mr. Sharp, seconded by Ms. Veenker, and unanimously passed to approve Annual Approvals 1 through 3 as presented.

CONSENT AGENDA

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

- Approval of minutes of the June 17 2020 regular meeting
- Approval of minutes of the June 24 2020 special meeting
- Approval of minutes of the June 26 2020 special meeting
- Approval of minutes of the June 27 2020 special meeting
- Approval of minutes of the July 6 2020 special meeting
- Interim Chief Executive Officer report
- Chief Nursing Officer report
- Interim Chief Medical Officer report
- Policy and Procedure annual approvals

Ms. Turner requested that the minutes of the June 26 and June 27 2020 special meetings be amended to reflect Closed Sessions that took place at the end of both meetings. Ms. Kilpatrick also recommended that housekeeping changes be made to several Consent Agenda items. It was then moved by Mr. Sharp, seconded by Ms. Veenker, and unanimously passed to approve all 9 Consent Agenda items, including the requested edits to the June 26 and June 27 2020 special meeting minutes.

BOARD MEMBER
REPORTS

Ms. Turner asked if any members of the District Board wished to comment on any items of interest. She then noted that the Association of California Healthcare Districts (ACHD) annual meeting will be a virtual event this year, and that a small registration fee will be required to participate. Director Sharp stated his intention not to register for the event in the interest of the District's current financial challenges. No other comments were heard.

ADJOURNMENT TO
CLOSED SESSION

At 8:08 pm Ms. Turner announced the meeting would adjourn to Closed Session to allow the District Board of Directors to:

- A. Conference with Legal Counsel, anticipated litigation, significant exposure to litigation (*pursuant to Government Code Section 54956.9(d)(2)*), 2 cases.
- B. For a Public Employee Performance Evaluation (*pursuant to*

Government Code Section 54957(b)), title: Interim Chief Executive Officer.

RETURN TO OPEN
SESSION AND REPORT
OF ACTION TAKEN

At 9:45 pm the meeting returned to Open Session. Ms. Turner reported the Board took no reportable action.

ADJOURNMENT

The meeting was adjourned at 9:45 pm.

Jean Turner, Chair

Attest:

Jody Veenker, Secretary



2020 ACHD Advocacy Guiding Principles

Guiding Principle ~~Advocacy Goals~~

Provide leadership in advocacy ~~through public policy on~~ legislation, regulatory changes, budget proposals, ballot initiatives, educational programs, outreach, and services that support and promote the interests of ~~Healthcare~~ ~~districts~~ and the communities they serve.

Access to Care

~~There are m~~Many historic and systemic barriers that impede access ~~barriers still exist in achieving~~ improved access to care, especially for the most vulnerable populations in the state ~~to high quality,~~ culturally appropriate health care in California. These barriers are magnified in areas of the state serving vulnerable populations, including communities of color. These barriers will continue to be problematic ~~in~~ California until there are more physicians and health care professionals providing care in California's most underserved communities.

~~The levels of several categories of health care professionals, and the distribution of those professionals throughout the state, are insufficient to meet current market demands.~~ Existing training programs are not likely to produce sufficient numbers of health care professionals to address increase in demand ~~and the retirement of existing workers for services.~~ Additionally, health care professionals are not consistently trained in cultural awareness, creating gaps with regard to accessing culturally competent health care services for many patients and communities. Exacerbating access to care is the fact that many Californians California's most vulnerable populations still do not have adequate health insurance coverage, or access to providers to treat them, as many still fall between programs and do not have coverage at all.

Action: ~~Support~~ **legislation and budget** proposals to: 1) reduce health inequities and eliminate barriers to good health, 2) ~~increase-ensure~~ equitable distribution of resources necessary to serve vulnerable populations, 3) expand health care workforce loan assumption programs, 4) increase funding for telehealth services, 5) authorize ~~Healthcare~~ ~~districts~~ to directly employ physicians, 6) expand the ~~practice authority scope of practice~~ for mid-level ~~advance practice~~ health care professionals, 7) expand ~~capacity of~~ health care workforce training programs, 8) ~~increase workforce diversity and programs geared toward increasing health care workforce,~~ 8) address gaps in coverage, 9) ~~provide funding to historically black universities and programs,~~ 10) integrate cultural competency training into health care curriculum. ~~Oppose-~~ Continue to work with Californians Allied for proposals that erode current provisions to the ~~-Patient Protection to protect current provisions~~ Medical Injury Compensation Reform Act of (MICRA).

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Community Health

~~Health~~ Good health is ~~the result of created by~~ a multitude of factors beyond access to care and is not merely the absence of disease or infirmity, but a state of complete physical, mental and social wellbeing. As a result, health care is increasingly focused on population health and prevention. Healthcare ~~districts~~ consider the needs of their communities while ensuring access to, and supporting, health services needed

to address the physical, mental and social wellbeing of their communities. Social determinants of health are the circumstances and environments in which people are born, grow up, live, work and age. A growing number of policies and initiatives are emerging to address these determinants, in the areas of education, housing, transportation, and food insecurity. ~~No community should disproportionately bear the burden of social, economic and health challenges, and yet studies show that the overall health of people of color ranks lower than the overall health of white communities.~~ ~~Social~~ These social, political, economic and physical conditions play a large role in health inequities as well as health risks and outcomes. ~~Addressing them is important for improving health and health care.~~ ~~reducing longstanding disparities in health and health care.~~ As the ~~California~~ legislature continues to ~~adopt~~ state laws and regulations regarding these issues, ~~Healthcare~~ ~~Districts~~ **must** continue to be on the forefront of such ~~legislation and regulations proposals.~~

Action: ~~Support legislation and budget proposals to:~~ **1) that** address social determinants of health, **2) illness prevention,** **3) community health and wellness,** **4) increased overall health of people of color and wellness,** **5) Support efforts to ensure Healthcare Districts districts are eligible to obtain included in funding or grant opportunities** ~~s-~~ that address these issues in their communities.

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Labor Relations:

Every year public agencies are faced with several legislative efforts that erode the relationship between employers and employees ~~and shifts control of employment decisions away from healthcare districts,~~ making it difficult for public entities to contract for services ~~and shift control of employment decisions away from Healthcare Districts.~~ The legislature is still contemplating how to best to address the *Dynamex* decision which significantly impacts how employers can utilize contracted employees. Legislation is anticipated to make further changes to the provisions of AB 5, Chaptered in 2019, that dealt with the major impacts of the *Dynamex* decision.

Workers' compensation continues to be a cost driver for employers. It is important to monitor legislative changes to the workers' compensation system to ensure efficiencies and cost savings.

Action: ~~Support proposals to:~~ **1) improve the workers' compensation system,** **2) create costs savings for employers,** **3) enhances the relationship between employers and labor unions,** **4) ensure that healthcare districts are exempt from legislation that limits the ability of local agencies to contract for services.** ~~Oppose legislation that proposals to:~~ **1) increases workers' compensation rates,** **2) increase financial liability for employers,** **3) create opportunities for potential litigation or and labor disputes.** **Monitor proposals that relate to diversity and inclusion in employment behaviors and the workplace.** ~~Support legislation that improves the workers' compensation system, creates costs savings for employers, and enhances the relationship between employers and labor unions. Identify and work with appropriate coalitions, including other public agency advocates on such efforts. Continue to ensure that Healthcare Districts are exempt from legislation that limits the ability of local agencies to contract for services.~~

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Local Government

In the past, there have been legislative efforts to dilute the decision-making authority of **h**Healthcare **d**istricts and **s**pecial **d**istricts. Legislation in 2012 would have limited the authority of **h**Healthcare **d**istricts that no longer operate hospitals, and their management of tax revenues and reserves. In 2015, the Governor **signed and Legislature** approved budget trailer bills making it easier to close and consolidate **w**ater **d**istricts. Also in 2015, legislation was approved limiting the authority of **f**ire **d**istricts to contract for services. In 2016, legislation was introduced to dissolve a **h**Healthcare **d**istrict **d**istricts and expand another outside of the Local Agency Formation Commission (LAFCO) process. Also in 2016, legislation was signed into law that limits the administrative costs of a specific **d**istrict. In 2017, legislation was signed into law requiring **h**Healthcare **d**istricts to maintain a website, adopt a budget annually and adopt grant policies. Also in 2017, the Little Hoover Commission released a report on **s**pecial **d**istricts with a special section on **h**Healthcare **d**istricts, recommending an update to the **h**Healthcare **d**istrict enabling act. In 2018, legislation was signed into law that requires **h**Healthcare **d**istricts to include additional transparency items on their website, limits the authority of **h**Healthcare **d**istricts' use of design build for housing projects, and creates guidelines and specific requirements on **h**Healthcare **d**istricts' grant policies.

Action: Continue to educate legislators on the role of **h**Healthcare **d**istricts. **Support proposals to:** 1) expand special district representation on LAFCO, 2) ensure LAFCOs have adequate resources to accomplish their statutory obligations, 3) preserves/advances the autonomy of healthcare districts and other special districts, 4) updates the healthcare district enabling act to demonstrate healthcare districts' commitment to good governance. **Oppose legislation that:** proposals to: 1) erodes the autonomy of **h**Healthcare **d**istricts and other special districts, 2) and undermines the existing LAFCO process. **Support legislation that:** expands special district representation on LAFCO, ensures LAFCOs have adequate resources to accomplish their statutory obligations, preserves/advances the autonomy of Healthcare Districts and other special districts, and updates the Healthcare District enabling act to demonstrate Healthcare Districts' commitment to good governance.

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Finance

ACHD will continue to collaborate with the District Hospital Leadership Forum **to continue its effort on proposals to that will** improve reimbursement for services provided by **d**istrict **h**ospitals under the **Medicaid Section 1115**-waiver. It is possible that these efforts could be expanded to include non-hospital providers (community-based) and increased funding for rural, frontier and critical access hospitals.

Ensuring appropriate and sustainable health care provider rates is vital to the viability of **h**Healthcare **d**istricts. ACHD will partner with various organizations to ensure adequate rates are provided for services by **h**Healthcare **d**istricts, including but not limited to clinics, ambulance, dental, skilled nursing, etc., etc.,

Action: ~~Support legislation and regulatory activities proposals~~ to improve reimbursement funding for outpatient, mental health, substance abuse, case management, workforce needs and population health. ~~Oppose any reduction in funding for healthcare districts.~~

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Public Works & Facilities

~~California law requires all hospitals, including district hospitals, to seismically retrofit or rebuild their hospitals buildings by specified deadlines, ensuring that a hospital remain fully operational following an earthquake. To date, the state has provided no funding for the mandate.~~

~~In addition, healthcare districts, as local government entities, are required to comply with the California Environmental Quality Act (CEQA) when building critical infrastructure, such as health facilities. While CEQA is an important tool to protect the environment, it is also important that the act be balanced in a way that minimizes barriers to and costs for public works projects.~~

In 2016, the ~~Legislature and Governor approved~~ ~~Governor signed legislation granting~~ design-build authority for construction projects for ~~h~~Healthcare ~~d~~Districts that own or operate a hospital ~~when they to~~ construct health care facilities. Design-build is ~~an increasingly~~ cost-effective tool that could benefit all ~~d~~Districts. ~~In years past, Unfortunately, various legislative proposals in recent years have ion has been introduced that would have the overall effect of increasing ed~~ the costs of public works projects by increasing regulatory burdens on public entities.

Action: ~~Support legislation to proposals to:~~ 1) assist healthcare districts' ability to comply with seismic mandate, including deadline delays, 2) reduce burdens and costs associated with complying with CEQA, 3) reduce CEQA related litigation, 4) authorize all ~~h~~Healthcare ~~d~~Districts to utilize the design-build process for construction projects. ~~Oppose legislation that proposals to increase public works projects' regulatory and financial burdens on h~~Healthcare ~~d~~Districts, ~~including CEQA.~~

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Emergency, Pandemic & Disaster Preparedness

~~Healthcare districts are on the frontlines of health-related emergencies and pandemic response. Remaining poised and ready has financial ramifications. Ensuring districts can remain operational and financially solvent during and following a declared federal, state, or local emergency is essential.~~

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~~In the last few years, many areas of the state, including those where healthcare districts are located, have been impacted by wildfires, and subsequently public safety power shutoffs (PSPS). These PSPS events have significant impacts on a facility's ability to continue providing care.~~

Action: ~~Support proposals to:~~ 1) aide healthcare districts during a pandemic, statewide, or local emergency or PSPS event, including but not limited to grants, reimbursement, loans, incentives, and credits, 2) that establish flexibilities for facilities during an emergency, pandemic or disaster. ~~Oppose~~

proposals to puts additional requirements or mandates on healthcare districts when impacted by a pandemic, statewide, or local emergency or PSPS event, such as increased back up generation requirements.

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2020 ACHD Advocacy Guiding Principles

Advocacy Goals

Provide leadership in advocacy on legislation, regulatory changes, budget proposals, ballot initiatives, educational programs, outreach, and services that support and promote the interests of healthcare districts and the communities they serve.

Access to Care

There are many historic and systemic barriers that impede access to high quality, culturally appropriate health care in California. These barriers are magnified in areas of the state serving vulnerable populations, including communities of color. These barriers will continue to be problematic until there are more physicians and health care professionals providing care in California's most underserved communities. Existing training programs are not likely to produce sufficient numbers of health care professionals to address increase in demand for services. Additionally, health care professionals are not consistently trained in cultural awareness, creating gaps with regard to accessing culturally competent health care services for many patients and communities. Exacerbating access to care is the fact that many Californians still do not have adequate health insurance coverage, or coverage at all.

Action: **Support** proposals to: 1) reduce health inequities and eliminate barriers to good health, 2) ensure equitable distribution of resources necessary to serve vulnerable populations, 3) expand health care workforce loan assumption programs, 4) increase funding for telehealth services, 5) authorize healthcare districts to directly employ physicians, 6) expand the practice authority for advance practice health care professionals, 7) expand capacity of health care workforce training programs, 8) address gaps in coverage, 9) provide funding to historically black universities and programs, 10) integrate cultural competency training into health care curriculum. **Oppose** proposals that erode current provisions to the Medical Injury Compensation Reform Act (MICRA).

Community Health

Good health is the result of a multitude of factors beyond access to care and is not merely the absence of disease or infirmity, but a state of complete physical, mental and social wellbeing. As a result, health care is increasingly focused on population health and prevention. Healthcare districts consider the needs of their communities while ensuring access to, and supporting, health services needed to address the physical, mental and social wellbeing of their communities. Social determinants of health are the circumstances and environments in which people are born, grow up, live, work and age. A growing number of policies and initiatives are emerging to address these determinants, in the areas of education, housing, transportation, and food insecurity. No community should disproportionately bear the burden of social, economic and health challenges, and yet studies show that the overall health of people of color ranks lower than the overall health of white communities. Social, political, economic and physical conditions play a large role in health inequities as well as health risks and outcomes. Addressing them is important for improving health and health care. As the California legislature continues to adopt state laws

and regulations regarding these issues, healthcare districts must continue to be on the forefront of such proposals.

Action: **Support** proposals to: 1) address social determinants of health, 2) illness prevention, 3) community health and wellness, 4) increased overall health of people of color, 5) ensure healthcare districts are included in funding or grant opportunities that address these issues in their communities.

Labor Relations

Every year public agencies are faced with several legislative efforts that erode the relationship between employers and employees and shifts control of employment decisions away from healthcare districts, making it difficult for public entities to contract for services. The legislature is still contemplating how to best to address the *Dynamex* decision which significantly impacts how employers can utilize contracted employees. Legislation is anticipated to make further changes to the provisions of AB 5, Chaptered in 2019, that dealt with the major impacts of the *Dynamex* decision.

Workers' compensation continues to be a cost driver for employers. It is important to monitor legislative changes to the workers' compensation system to ensure efficiencies and cost savings.

Action: **Support** proposals to: 1) improve the workers' compensation system, 2) create costs savings for employers, 3) enhances the relationship between employers and labor unions, 4) ensure that healthcare districts are exempt from legislation that limits the ability of local agencies to contract for services.

Oppose proposals to: 1) increases workers' compensation rates, 2) increase financial liability for employers, 3) create opportunities for potential litigation or labor disputes. **Monitor** proposals that relate to diversity and inclusion in employment behaviors and the workplace.

Local Government

In the past, there have been legislative efforts to dilute the decision-making authority of healthcare districts and special districts. Legislation in 2012 would have limited the authority of healthcare districts that no longer operate hospitals, and their management of tax revenues and reserves. In 2015, the Governor signed approved budget trailer bills making it easier to close and consolidate water districts. Also in 2015, legislation was approved limiting the authority of fire districts to contract for services. In 2016, legislation was introduced to dissolve a healthcare districts and expand another outside of the Local Agency Formation Commission (LAFCO) process. Also in 2016, legislation was signed into law that limits the administrative costs of a specific district. In 2017, legislation was signed into law requiring healthcare districts to maintain a website, adopt a budget annually and adopt grant policies. Also in 2017, the Little Hoover Commission released a report on special districts with a special section on healthcare districts, recommending an update to the healthcare district enabling act. In 2018, legislation was signed into law that requires healthcare districts to include additional transparency items on their website, limits the authority of healthcare districts' use of design build for housing projects, and creates guidelines and specific requirements on healthcare districts' grants policies.

Action: Continue to educate legislators on the role of healthcare districts. **Support** proposals to: 1) expand special district representation on LAFCO, 2) ensure LAFCOs have adequate resources to accomplish their statutory obligations, 3) preserves/advances the autonomy of healthcare districts and other special districts, 4) updates the healthcare district enabling act to demonstrate healthcare districts' commitment to good governance. **Oppose** proposals to: 1) erode the autonomy of healthcare districts and other special districts, 2) undermine the existing LAFCO process.

Finance

ACHD will continue to collaborate with the District Hospital Leadership Forum on proposals that will improve reimbursement for services provided by district hospitals under the Medicaid Section 1115 waiver. It is possible that these efforts could be expanded to include non-hospital providers (community-based) and increased funding for rural, frontier and critical access hospitals.

Ensuring appropriate and sustainable health care provider rates is vital to the viability of healthcare districts. ACHD will partner with various organizations to ensure adequate rates are provided for services by healthcare districts, including but not limited to clinics, ambulance, dental, skilled nursing, etc...

Action: **Support** proposals to improve reimbursement funding for outpatient, mental health, substance abuse, case management, workforce needs and population health. **Oppose** any reduction in funding for healthcare districts.

Public Works & Facilities

California law requires all hospitals, including district hospitals, to seismically retrofit or rebuild their hospitals buildings by specified deadlines, ensuring that a hospital remain fully operational following an earthquake. To date, the state has provided no funding for the mandate.

In addition, healthcare districts, as local government entities, are required to comply with the California Environmental Quality Act (CEQA) when building critical infrastructure, such as health facilities. While CEQA is an important tool to protect the environment, it is also important that the act be balanced in a way that minimizes barriers to and costs for public works projects.

In 2016, the Governor signed legislation granting design-build authority for construction projects for healthcare districts that own or operate a hospital when they construct health care facilities. Design-build is a cost-effective tool that could benefit all districts. Unfortunately, various legislative proposals in recent years have increased the costs of public works projects by increasing regulatory burdens on public entities.

Action: **Support** proposals to: 1) assist healthcare districts' ability to comply with seismic mandate, including deadline delays, 2) reduce burdens and costs associated with complying with CEQA, 3) reduce CEQA related litigation, 4) authorize all healthcare districts to utilize the design-build process for

construction projects. **Oppose** proposals to increase public works projects' regulatory and financial burdens on healthcare districts, including CEQA.

Emergency, Pandemic & Disaster Preparedness

Healthcare districts are on the frontlines of health-related emergencies and pandemic response. Remaining poised and ready has financial ramifications. Ensuring districts can remain operational and financially solvent during and following a declared federal, state, or local emergency is essential.

In the last few years, many areas of the state, including those where healthcare districts are located, have been impacted by wildfires, and subsequently public safety power shutoffs (PSPS). These PSPS events have significant impacts on a facility's ability to continue providing care.

Action: **Support** proposals to: 1) aide healthcare districts during a pandemic, statewide, or local emergency or PSPS event, including but not limited to grants, reimbursement, loans, incentives, and credits, 2) that establish flexibilities for facilities during an emergency, pandemic or disaster. **Oppose** proposals to put additional requirements or mandates on healthcare districts when impacted by a pandemic, statewide, or local emergency or PSPS event, such as increased back up generation requirements.

LEGISLATIVE REPORT

ASSOCIATION OF CALIFORNIA HEALTHCARE DISTRICTS



ACHD

BILL DESCRIPTION	STATUS	POSITION
Other		
SB 1207 (Jackson D) Skilled nursing facilities: backup power system. Requires that skilled nursing facilities have an alternative source of backup power for 96 hours during any type of power outage and must maintain a safe temperature for residents and staff.	ASSEMBLY HEALTH	Oppose unless Amended
Clinics		
AB 769 (Smith D) Federally qualified health centers and rural health clinics: licensed professional clinical counselor. Authorizes Federally Qualified Health Center (FQHCs) and Rural Health Clinics (RHCs) to provide services provided by licensed professional clinical counselor as a covered benefit under the Medi-Cal program.	2 YEAR: NOT MOVING	Support
Community Health		
AB 8 (Chu D) Pupil health: mental health professionals. Requires schools to have a mental health professional accessible on campus for every 600 students.	SENATE HEALTH	Support
AB 1639 (Gray D) Tobacco and cannabis products. Establishes new requirements on tobacco retailers regarding age verification and establishes additional penalties for furnishing tobacco products to persons under 21 years of age.	SENATE HEALTH	Support
AB 1933 (Maienschein D) Pupil health: sudden cardiac arrest: athletic activities. Provides the option for ECG testing for students when they receive a sports physical.	FAILED	Support
SB 347 (Monning D) Sugar-sweetened beverages: safety warnings. Establishes the Sugar-Sweetened Beverages Safety Warning Act to prohibit the sale of sugar-sweetened beverages without a health warning.	2 YEAR: NOT MOVING	Support
SB 793 (Hill D) Flavored tobacco products. Prohibits the retail sale of all flavored tobacco and electronic cigarettes in California.	ASSEMBLY HEALTH	Support
Coverage		
AB 4 (Arambula D) Medi-Cal: eligibility. Extends full-scope Medi-Cal benefits to all income-eligible adults regardless of their immigration status.	2 YEAR: NOT MOVING	Support
AB 683 (Carrillo D) Medi-Cal: Eligibility. Increases the asset limits for seniors and persons with disabilities in the Medi-Cal program.	SENATE HEALTH	Support
SB 29 (Durazo D) Medi-Cal: eligibility. Extends full-scope Medi-Cal benefits to all income-eligible adults regardless of their immigration status.	ASSEMBLY THIRD READING	Support
SB 65 (Pan D) Health care coverage: financial assistance. Creates financial assistance for individuals who purchase health coverage from Covered California.	ASSEMBLY APPROPRIATIONS	Support
SB 66 (Atkins D) Medi-Cal: federally qualified health center and rural health clinic services. Requires the state to allow Federally Qualified Health Center (FQHCs) and Rural Health Clinics (RHCs) to bill Medi-Cal for two visits if a patient is provided mental health services on the same day they receive other medical services.	2 YEAR: NOT MOVING	Support
Health Care Services		
AB 2007 (Salas D) Medi-Cal: federally qualified health center: rural health clinic: telehealth. Allows FQHCs and RHCs to establish a patient with a telehealth visit.	FAILED	Support

AB 2164 (Rivas, Robert D) Telehealth. Creates the E-Consult Services and telehealth Assistance Program to deliver telehealth services in FQHCs and RHCs. Would allow FQHCs and RHCs to establish a patient with a telehealth visit.	SENATE HEALTH	Support
SB 803 (Beall D) Mental health services: peer support specialist certification. Establishes a statewide certification for Peer Support Specialists.	ASSEMBLY HEALTH	Support
AB 570 (Aguiar-Curry, D) Communications: Broadband Services: California Advanced Services Fund. Funds and prioritizes the deployment of broadband infrastructure in California's most vulnerable, and underserved communities.	SENATE ENERGY, UTILITIES, AND COMMUNICATIONS	Support
Hospital		
AB 685 (Reyes D) Occupational Safety COVID-19 exposure: notification. Establishes broad reporting requirements for public and private employers when an employee is exposed to COVID-19 and creates a penalty for violations of these provisions.	SENATE LABIOR, PUBLIC EMPLOYMENT & RETIREMENT	Oppose
AB 2037 (Wicks D) Health facilities: notices. Prohibits a hospital from eliminating a supplemental service, emergency level of care, and/or from closing or ceasing operations during a health-related local, state or federally declared state of emergency.	SENATE HEALTH	Oppose
AB 2537 (Rodriguez D) Personal protective equipment: health care employees. Requires hospitals to supply and ensure the use of personal protect equipment (PPE) and maintain a one-year supply of this equipment.	SENATE LABIOR, PUBLIC EMPLOYMENT & RETIREMENT	Oppose unless Amended
AB 2604 (Carrillo D) Public health: pandemic protocols. Creates specific protocols on hospital response during a health-related state of emergency.	FAILED	Oppose
SB 275 (Pan D) Health Care and Essential Workers Protection Act: personal protective equipment. Requires, among other items, that health facilities maintain a 90 day pandemic level PPE supply and establishes a \$25,000 fine per violation.	ASSEMBLY LABOR & EMPLOYEMNT	Oppose Unless Amended
SB 758 (Portantino, D) Health and care facilities: disaster and seismic preparedness. Extends the 2030 hospital seismic deadline to 2037 and creates an advisory committee to examine how California's health care delivery system prepared and responds to disasters of all kinds.	ASSEMBLY HEALTH	Support
SB 802 (Glazer D) Emergency backup generators: health facilities: permit operating condition exclusion. Allows health facilities to use their emergency generators during a Public Safety Power Shut-Off (PSPS).	FAILED	Support
SB 977 (Monning D) Health care system consolidation: Attorney General approval and enforcement. Requires health systems sales, affiliations, and mergers with health care facilities be approved by the State Attorney General.	ASSEMBLY HEALTH	Oppose
SB 1099 (Dodd D) Emergency backup generators: critical facilities: order for abatement: stipulations. Requires critical facilities, including hospitals, to adopt a schedule to replace existing emergency backup generators with newer options.	ASSEMBLY NATURAL RESOURCES	Concerns
Labor Relations		
AB 418 (Kalra D) Evidentiary privileges: union agent-represented worker privilege. Expands the current evidentiary privilege against disclosure of communications to also include union agent-represented worker communications.	FAILED	Oppose
AB 1066 (Gonzalez D) Unemployment compensation: benefits payable: collection. Provides employees who remain on strike for four weeks with Unemployment Insurance, thus requiring employers to fund ongoing labor disputes.	SENATE LABIOR, PUBLIC EMPLOYMENT & RETIREMENT	Oppose
Local Government		
AB 1253 (Rivas, Robert D) Local agency formation commissions: grant program. Authorizes a grant program for Local Agency Formation Commissions (LAFCOs) to address known service and governance concerns in disadvantaged communities across the state and dissolve inactive districts identified as such by the state Controller's Office.	2 YEAR: NOT MOVING	Support
AB 2093 (Gloria D) Public records: writing transmitted by electronic mail: retention. Requires all public agencies to maintain all transmitted emails related to agency business for at least two years.	FAILED	Oppose
ACA 1 (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval. Creates a new voter approved mechanism with a vote threshold of 55% to approve local general obligation (G.O.) bonds and special taxes for certain affordable housing and public infrastructure projects, including hospitals.	ASSEMBLY RECONSIDERATION	Support
ACR 179 (Voepel R) Special Districts Week. Establishes special district week to be May 17, 2020, to May 23, 2020.	ASSEMBLY RULES	Support

SB 287 (Nielsen R) Commission on State Mandates: test claims: filing date. Revises the test claim filing deadline with the Commission on State Mandates to align with the fiscal year rather than the calendar year.	2 YEAR: NOT MOVING	Support
SB 749 (Durazo D) California Public Records Act: trade secrets. Eliminates the trade secret exemption to the California Public Records Act (CPRA) and makes public agencies liable for attorneys' fees in reverse CPRA actions. These changes could expose public agencies to increased litigation, expenses and hinder the Request for Proposal process.	FAILED	Oppose
SB 952 (Nielsen R) Sales and use taxes: exemption: backup electrical generators: de-energization events. Exempts local government entities, including healthcare districts, from paying state sales and use taxes when purchasing backup generators for de-energization events.	ASSEMBLY REVENUE & TAXATION	Support
SB 1431 (Glazer D) Property taxation: reassessment: disaster relief. Requires county assessors to reassess certain types of properties based on their ability to generate income from renters during the COVID-19 emergency.	FAILED	Oppose
Workers Compensation		
AB 664 (Cooper D) Worker' compensation: injury: communicable disease. Creates a time-limited but indisputable legal presumption that all COVID-19 infections suffered by police, fire, and some hospital workers are work related for purposes of workers' compensation benefit eligibility.	SENATE LABIOR, PUBLIC EMPLOYMENT & RETIREMENT	Oppose
SB 893 (Caballero D) Worker' compensation: hospital employees. Creates a workers' compensation presumption for hospital employees who provide direct patient care, with infectious disease and musculoskeletal injury claims.	FAILED	Oppose
SB 1159 (Hill D) Workers' compensation: COVID-19: critical workers. Establishes a legal presumption that COVID-19 infections are work-related for some types of employees.	ASSEMBLY INSURANCE	Oppose
Workforce		
AB 890 (Wood D) Nurse practitioners: scope of practice: unsupervised practice. Expands the scope of nurse practitioners and allows them to practice to the full extent of their education and training.	SENATE BUSINESS, PROFESSIONS & ECONOMIC DEVELOPMENT	Support
SB 56 (Roth D) University of California, Riverside School of Medicine: expansion. Appropriates General Fund money to the University of California for the Riverside (UCR) School of Medicine.	2 YEAR	Support
SB 1053 (Moorlach R) Licensed registered nurses and licensed vocational nurses: Nurse Licensure Compact. Enters California into the Nurse Licensure Compact (NLC), an interstate agreement that provides licensing reciprocity for nurses in California and grants eligibility to nurses in other compact states to practice in California.	FAILED	Support
SB 1237 (Dodd, D) Nurse-midwives: scope of practice. Authorizes certified nurse-midwives to practice within their existing scope of practice without the supervision of a physician.	ASSEMBLY BUSINESS & PROFESSIONS	Support

November 3, 2020 Ballot Measures

Proposition	Subject/description	Staff Recommendation
Proposition 14	<p>Additional resources for stem cell research</p> <p>Authorizes \$5.5 billion in state general obligation bonds to fund grants from the California Institute of Regenerative Medicine to educational, non-profit, and private entities for: (1) stem cell and other medical research, therapy development, and therapy delivery; (2) medical training; and (3) construction of research facilities. Dedicates \$1.5 billion to fund research and therapy for Alzheimer’s, Parkinson’s, stroke, epilepsy, and other brain and central nervous system diseases and conditions. Limits bond issuance to \$540 million annually. Appropriates money from General Fund to repay bond debt, but postpones repayment for first five years.</p> <p><i>Legislative Analyst’s Office (LAO)/Department of Finance (DOF) assessment of fiscal impact on state and local governments:</i></p> <ul style="list-style-type: none"> ➤ State costs of \$7.8 billion to pay off principal (\$5.5 billion) and interest (\$2.3 billion) on the bonds. Associated average annual debt payments of about \$310 million for 25 years. The costs could be higher or lower than these estimates depending on factors such as the interest rate and the period of time over which the bonds are repaid. The state General Fund would pay most of the costs, with a relatively small amount of interest repaid by bond proceeds. 	<p>No position</p>
Proposition 15	<p>Split-roll (revision to Prop 13 of 1978)</p> <p>Increases funding for K-12 public schools, community colleges, and local governments by requiring that commercial and industrial real property be taxed based on current market value. Exempts from this change: residential properties; agricultural properties; and owners of commercial and industrial properties with combined value of \$3 million or less. Increased education funding will supplement existing school funding guarantees. Exempts small businesses from personal property tax; for other businesses, exempts \$500,000 worth of personal property.</p> <p><i>LAO/DOF assessment of fiscal impact on state and local governments:</i></p> <ul style="list-style-type: none"> ➤ Net increase in annual property tax revenues of \$7.5 billion to \$12 billion in most years, depending on the strength of real estate markets. After backfilling state income tax losses related to the measure and paying for county administrative costs, the remaining \$6.5 billion 	<p>No position</p>

Proposition	Subject/description	Staff Recommendation
	to \$11.5 billion would be allocated to schools (40 percent) and other local governments (60 percent).	
Proposition 16	<p>Affirmative action Repeals Proposition 209 (1996) – Article I, Section 31 of the California Constitution – thereby permitting the use of race and gender as decision factors in public employment, public education, and public contracting. Placed on ballot via legislative initiative (ACA 5, 2020).</p> <p><i>LAO/DOF assessment of fiscal impact on state and local governments:</i></p> <ul style="list-style-type: none"> ➤ No direct fiscal effect on state and local entities because the measure does not require any change to current policies or programs. ➤ Possible fiscal effects would depend on future choices by state and local entities to implement policies or programs that consider race, sex, color, ethnicity, or national origin in public education, public employment, and public contracting. These fiscal effects are highly uncertain. 	No position
Proposition 17	<p>Right-to-vote for parolees Restores the right to vote for persons on parole, thereby restoring voting rights immediately upon completion of a prison term. Placed on ballot via legislative initiative (ACA 6, 2020).</p> <p><i>LAO/DOF assessment of fiscal impact on state and local governments:</i></p> <ul style="list-style-type: none"> ➤ Increased annual county costs, likely in the hundreds of thousands of dollars statewide, for voter registration and ballot materials. ➤ Increased one-time state costs, likely in the hundreds of thousands of dollars, to update voter registration cards and systems. 	No position
Proposition 18	<p>Voting rights for eligible 17 year olds Authorizes otherwise eligible voters to vote in a California primary election at the age of 17 if they will have reached the age of 18 by the time of the general election. Placed on ballot via legislative initiative (ACA 4, 2020).</p> <p><i>LAO/DOF assessment of fiscal impact on state and local governments:</i></p>	No position

Proposition	Subject/description	Staff Recommendation
	<ul style="list-style-type: none"> ➤ Increased costs for counties, likely between several hundreds of thousands of dollars and \$1 million every two years, to send and process voting materials to eligible registered 17-year-olds. ➤ Increased one-time costs to the state in the hundreds of thousands of dollars to update existing voter registration systems. 	
Proposition 19	<p>Various property tax breaks/ revised property tax transfer rules</p> <p>Would enact the "Home Protection for Seniors, Severely Disabled, Families, Wildfire and Natural Disasters Act," which allows property tax base year value transfers for replacement properties without regard to the replacement property's location or value; limits or repeals the parent-child, grandparent-grandchild exclusion from change in ownership; directs the Director of Finance to determine any state-accrued revenues and savings resulting from these changes; and allocates 75% of that amount for fire suppression staffing and 15% to reimburse eligible local agencies that incur a net revenue loss from this measure's provisions. Placed on ballot via legislative initiative (ACA 11, 2020).</p> <p><i>LAO/DOF assessment of fiscal impact on state and local governments:</i></p> <ul style="list-style-type: none"> ➤ Local governments could gain tens of millions of dollars of property tax revenue per year. These gains could grow over time to a few hundred million dollars per year. ➤ Schools could gain tens of millions of dollars of property tax revenue per year. These gains could grow over time to a few hundred million dollars per year. ➤ Revenue from other taxes could increase by tens of millions of dollars per year for both the state and local governments. Most of this new state revenue would be spent on fire protection. 	No position
Proposition 20	<p>Enhanced punishment for specified crimes; expanded DNA collection</p> <p>Changes parole consideration process for specified felons by expanding list of offenses that disqualify an inmate from this parole program. Authorizes felony charges for specified theft crimes currently chargeable only as misdemeanors, including some theft crimes where the value is between \$250 and \$950. Requires persons convicted of specified misdemeanors to submit to collection of DNA samples for state database.</p>	No position

Proposition	Subject/description	Staff Recommendation
	<p><i>LAO/DOF assessment of fiscal impact on state and local governments:</i></p> <ul style="list-style-type: none"> ➤ Increased state and local correctional costs likely in the tens of millions of dollars annually, primarily related to increases in penalties for certain theft-related crimes and the changes to the nonviolent offender release consideration process. Increased state and local court-related costs of around a few million dollars annually related to processing probation revocations and additional felony theft filings. Increased state and local law enforcement costs not likely to exceed a couple million dollars annually related to collecting and processing DNA samples from additional offenders. 	
Proposition 21	<p>Rent control</p> <p>Amends state law to allow local governments to establish rent control on residential properties over 15 years old. Allows rent increases on rent-controlled properties of up to 15 percent over three years from previous tenant’s rent above any increase allowed by local ordinance. Exempts individuals who own no more than two homes from new rent-control policies. In accordance with California law, provides that rent-control policies may not violate landlords’ right to a fair financial return on their property.</p> <p><i>LAO/DOF assessment of fiscal impact on state and local governments:</i></p> <ul style="list-style-type: none"> ➤ Potential reduction in state and local revenues of tens of millions of dollars per year in the long term. Depending on actions by local communities, revenue losses could be less or more. 	No position
Proposition 22	<p>Rules governing the “gig” economy</p> <p>Establishes different criteria for determining whether app-based transportation (rideshare) and delivery drivers are “employees” or “independent contractors.” Independent contractors are not entitled to certain state-law protections afforded employees—including minimum wage, overtime, unemployment insurance, and workers’ compensation. Instead, companies with independent-contractor drivers will be required to provide specified alternative benefits, including: minimum compensation and healthcare subsidies based on engaged driving time, vehicle insurance, safety training, and sexual harassment policies. Restricts local regulation of app-based drivers; criminalizes impersonation of such drivers; requires background checks.</p> <p><i>LAO/DOF assessment of fiscal impact on state and local governments:</i></p> <ul style="list-style-type: none"> ➤ Increase in state personal income tax revenue of an unknown amount. 	No position

Proposition	Subject/description	Staff Recommendation
Proposition 23	<p>Kidney dialysis clinics</p> <p>Requires at least one licensed physician on site during treatment at outpatient kidney dialysis clinics; authorizes Department of Public Health to exempt clinics from this requirement due to shortages of qualified licensed physicians if at least one nurse practitioner or physician assistant is on site. Requires clinics to report dialysis-related infection data to state and federal governments. Requires state approval for clinics to close or reduce services. Prohibits clinics from discriminating against patients based on the source of payment for care.</p> <p><i>LAO/DOF assessment of fiscal impact on state and local governments:</i></p> <ul style="list-style-type: none"> ➤ Increased state and local health care costs, likely in the low tens of millions of dollars annually, resulting from increased dialysis treatment costs. 	Recommended position: oppose
Proposition 24	<p>Enhanced consumer privacy rules</p> <p>Allows consumers to: (1) prevent businesses from sharing personal information; (2) correct inaccurate personal information; and (3) limit businesses' use of "sensitive personal information"—such as precise geolocation; race; ethnicity; religion; genetic data; union membership; private communications; and certain sexual orientation, health, and biometric information. Changes criteria for which businesses must comply with these laws. Prohibits businesses' retention of personal information for longer than reasonably necessary. Triples maximum penalties for violations concerning consumers under age 16. Establishes California Privacy Protection Agency to enforce and implement consumer privacy laws, and impose administrative fines. Requires adoption of substantive regulations.</p> <p><i>LAO/DOF assessment of fiscal impact on state and local governments:</i></p> <ul style="list-style-type: none"> ➤ Increased annual state costs of roughly \$10 million for a new state agency to monitor compliance and enforcement of consumer privacy laws. Increased state costs, potentially reaching the low millions of dollars annually, from increased workload to DOJ and the state courts, some or all of which would be offset by penalty revenues. Unknown impact on state and local tax revenues due to economic effects resulting from new requirements on businesses to protect consumer information. 	No position
Proposition 25	<p>SB 10 (bail reform) referendum</p> <p>Referendum of SB 10 (Chapter 244, Statutes of 2018) this petition is signed by the required number of registered voters and timely filed, a referendum will be placed on the next statewide</p>	No position

Proposition	Subject/description	Staff Recommendation
	<p>ballot requiring a majority of voters to approve a 2018 state law before it can take effect. The 2018 law replaces the money bail system with a system for pretrial release from jail based on a determination of public safety or flight risk, and limits pretrial detention for most misdemeanors.</p> <p><i>Assembly Appropriations Committee fiscal assessment of SB 10 (August 2018):</i></p> <ul style="list-style-type: none"> ➤ Unknown, significant local costs in hundreds of millions of dollars annually for counties to establish pre-trial services agencies; ➤ Unknown, significant trial courts costs for various court-related functions and responsibilities (development of rule of court related to use of pretrial risk assessment information; training of judicial officers; compilation and validation of risk assessment tools; additional court workload for more/longer hearings); ➤ Unknown, significant local costs in millions of dollars annually for various activities necessary to implement new pre-trial services system; and ➤ Unknown, significant savings in the millions of dollars annually associated with reduced incarceration, although savings may not materialize if freed up jail space resulting from implementation of SB 10 is utilized for other populations. 	

ACHD Suggested Advocacy Goals 2021

DRAFT

For Consideration and Discussion at the July 31, 2020 ACHD Advocacy Committee Meeting

Purpose of this Document

The purpose of this document is to provide a launchpad for discussion about the ACHD 2021 Strategic Plan *specifically* with regard to advocacy goals. This discussion should be considered an early step in the strategic planning process, and not formal. Recommendations resulting from the July 31 Advocacy Committee meeting will help guide the formal process undertaken by the full Board of Directors.

Note, the ACHD Advocacy Committee Guiding Principles will continue to serve as a compass for the Advocacy Team in 2021 as the association develops positions and advocates on any legislative proposals that may be introduced.

Goal 1: Proactive Legislation:

1. Introduce language in the Senate Governance & Finance annual omnibus bill to eliminate an outdated and redundant code section that requires healthcare districts post their annual financial statements in the local newspaper.

Background: Health and Safety Code 32133, relating to healthcare districts, cross references Government Code 6061, requiring that a district's annual audited financial reports appear annually in local newsprint. The Advocacy Team will continue to work with the California Newspaper Publishers Association to ensure consensus on this proposal.

2. If needed, introduce a bill to account for the current process governing healthcare district sales and leases, mitigating the negative impacts of SB 977 on healthcare districts should this bill become law in its current or amended form. *

Background: SB 977 (Monning), moving through the legislature currently, would give broad discretion to the Attorney General (AG) to approve or deny health system and health facilities' sales, mergers, or affiliation transactions, including those of Healthcare Districts, which do not currently require AG approval. This bill has a disproportionate impact on healthcare districts due to the existing local processes required by law when a district engages in these types of transactions.

Goal 3: Continue and expand educational campaigns (in person or virtual, public health permitting) that educates lawmakers about health care districts and their unique role in providing access to care and supporting community wellness in both rural and urban underserved communities

Goal 4: Continue district level advocacy, including scheduled visits and tours between newly elected and targeted legislators, in their district and their local healthcare districts.

* SB 277 has not been signed, and is still in the legislative process, and will likely be amended.