

SOUTHERN INYO HEALTHCARE DISTRICT

Notice of a Finance Committee Meeting

Date: Tuesday, December 4, 2018

Time: 4:00 p.m.

Location: Southern Inyo Hospital Conference Room
501 East Locust St
Lone Pine, CA 93545

I. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call
- C. Approval of Agenda

II. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

III. BUSINESS ITEMS

- A. Financial Statement for September 2018
- B. Cash Flow with Projections
- C. CEO Graphs
- D. Parcel Tax Appeal Hamblins Plumbing
- E. PrePay cards
- F. American Business Machines
- G. Automatic Bank Withdrawals
- H. Payroll-Overtime
- I. Telemed Contract

IV. DIRECTOR COMMENTS ON ITEMS NOT ON THE AGENDA

V. CLOSED SESSION

- 1. Existing Litigation: Chp. 9 Bankruptcy

VI. ADJOURNMENT

Board of Directors:

Jaqueline Hickman
President

Mark Lacey
Vice President

Carma Roper
Secretary

Charles Carson
Treasurer

Richard Fedchenko
Director

NOTICE TO THE PUBLIC

PUBLIC COMMENT PERIOD FOR REGULAR MEETINGS

Members of the public may comment on any item on the agenda before the Board takes action on it. The public may also comment on items of interest to the public that is within the subject matter jurisdiction of the Board; provided, however, the Board may not take action on any item not appearing on the agenda unless the action is otherwise authorized by law. Any person addressing the Board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak.

COPIES OF PUBLIC RECORDS

All writings, materials, and information provided to the Board for their consideration relating to any open session agenda item of the meeting are available for public inspection and copying during regular business hours at the Administration Office of the District at 501 E. Locust Street, Lone Pine, California.

COMPLIANCE WITH ADA

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (Cal. Gov't Cod. § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Administrative Office during regular business hours by phone at (760) 876-5501, or in person at the District's Administrative Office at 501 E. Locust St., Lone Pine, California.

Board of Directors:

Jaqueline Hickman
President

Mark Lacey
Vice President

Carma Roper
Secretary

Charles Carson
Treasurer

Richard Fedchenko
Director

Southern Inyo Healthcare District

Monthly Cash Flow Projection FY 2019

	<i>Act/Proj</i>	<i>Proj</i>
Month of OCT 2018	<i>Oct-18</i>	<i>Oct-18</i>
Average Daily Census		
Acute Care	1.1	1.1
Swing	0.4	0.4
SNF	23.3	24.0
Beginning Balance	794,602	794,602
Cash Receipts		
Medicare	232,758	56,057
Medi-Cal	209,464	108,775
Insurance	49,226	98,676
Bad Debt Recovery	9,061	3,258
Credit Card Payments	11,040	2,974
Private Pay	26,750	16,425
Rebates & Refunds/Taxes/IGT	0	0
Miscellaneous Cash	10,355	12,284
Unapplied	0	50,000
Total Cash Received	548,655	348,449
Salaries	379,393	365,282
Professional Fees	51,555	88,240
Supplies	32,989	37,400
Other	106,439	33,406
Inyo County Treasury Repayment	0	0
IGT Matching/Hosp Lic.	0	0
TOTAL EXPENSE	570,376	524,328
Return of Medicare/Cal Overpayment	0	0
Investment Account	0	0
Ad Valorem Tax Reserve	0	0
Total Payments	570,376	524,328
Cash Over/(Under)	772,881	618,723
Sweep & Prop. Tax Acct	17,953	17,953
Reserve Add or Transfer	(17,882)	0
Medicare Overpayment Reserve	0	0
Reserve Add or Transfer	0	0
Net Cash Balance	<u>772,952</u>	<u>636,676</u>

October 27, 2017

Southern Inyo Hospital

Attn: Administration/CFO

RE: NOTICE OF BUSINESS CLOSURE FOR TAX

PURPOSES - PARCEL #005-103-09

This is to notify you that effective 10/1/2017 Hamblins Plumbing has closed and is no longer conducting a business on our property at 210 S Brewery Street in Lone Pine. Please change our SIH parcel tax amount from \$550.00 to \$150.00.

Contact me if you require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Jackson" with a stylized flourish at the end.

Kathleen and Vic Jackson

760-920-2984

County of Inyo

PO BOX "J"
INDEPENDENCE, CA 93526
(760) 878-0302
InyoAssessor@inyocounty.us
www.inyocounty.us/Assessor



Dave Stottlemyre, Assessor

Monday, October 22, 2018

Ref: 059002-036
PO Box 403
Lone Pine, CA 93545

To whom it may concern:

Our records show that "Hamblin's Plumbing", a business owned by Vic & Kathleen Jackson ceased doing business on October 1, 2017.

Cordially,

Dave

Dave Stottlemyre





MAINTENANCE AGREEMENT

BILL TO:

Invoice #			
Acct #			
Purchase Order #			
Company Name	Southern Inyo Healthcare District		
Address	501 E. Locust Street		
City	Lone Pine		
State	CA	Zip	93545
Phone	760-876-2201	Fax	
Contact	Accounts Payable		

SERVICE ADDRESS:

Date	11/27/2018		
Acct #			
Purchase Order #			
Company Name	Southern Inyo Healthcare District		
Address	501 E. Locust Street		
City	Lone Pine		
State	CA	Zip	93545
Phone #	760-876-2201	Fax	
Meter Contact			

INCLUSIVE COVERAGE

- PRACTICAL** *Includes all parts, labor, service calls, mileage, and inspections (Excludes ALL consumables, drums, and toner.)*
- EXTENDED** *Includes drum, all parts, labor, service calls, mileage, and inspections (Excludes ALL toner, paper and staples.)*
- FULL COMP.** *Includes toner, drum, all parts, labor, service calls, mileage, and inspections (Excludes ALL paper and staples.)*
- NO CONTRACT** *Charge per call basis on drums, toner, all parts, labor, service calls, and mileage. (Hourly rate @ \$85.00)*

COVERED EQUIPMENT

MODEL #	SERIAL #	START METER	CONTRACTED VOLUME	MONTHLY COPY VOLUME	BASE CHARGE	OVERAGE / PER COPY CHARGE
	See Attachment			470,000	\$12,785.00	0.0180
Renewal: Y or N						
Agreement Start Date:				TOTAL	\$12,785.00	

 TSA INCLUDED* **Must have attached TSA Agreement*

MONTHLY This maintenance plan is effective for 12 months or 24 months from the agreement start date (install date if applicable) or the contracted volume, whichever occurs first. Base charges are payable in advance with overages billed in arrears. 24 month contract will lock in the service price for 24 month period.

QUARTERLY

SEMI-ANNUAL

ANNUAL **Special Instructions:** Aggregate service contract is due upon receipt on an annual basis. Includes 470,000 copies/prints per year @ \$12,785.00. All overages billed @ 0.0180 on an annual basis.

BILLING CYCLE

Customer agrees to purchase and American Business Machines agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of American Business Machines. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of American Business Machines. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

Accepted by Customer

X

CUSTOMER SIGNATURE

PRINTED NAME

TITLE

DATE

Accepted by American Business Machines

X

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

ABM MAINTENANCE AGREEMENT - TERMS & CONDITIONS

1. During the term of this Agreement, and for each unit of Equipment listed on the front of this document, American Business Machines (ABM) will provide, during ABM's normal business hours, without additional charge; labor, emergency service, preventative maintenance service and all replacement parts, except as noted in the terms and conditions of this agreement. This agreement does not cover: installation or de-installation of the equipment, performing electrical work external to the equipment or transportation of the equipment to another location.
2. The maintenance services provided in this Agreement shall not cover, and customer shall pay ABM's then current labor, parts and/or supplies charges for, any service calls, repairs and supplies required as a result of (a) inadequate customer operator involvement or service performed by personnel other than those of ABM, (b) causes other than normal use, customer's willful act, negligence or misuse, accident, transportation, electrical power failure, air conditioning or humidity control, or any other cause external to the equipment, (c) use of supplies (other than paper) or parts other than the supplies or parts supplied by ABM, (d) retrofits or modifications not designated by Canon U.S.A., Inc. as optional. ABM shall not be responsible for delay's in providing service due to strikes, accidents, embargoes, acts of God, or any other event beyond its control.
3. Maintenance calls under this Agreement will be made during normal business hours. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at after hours rates in effect at the time the call is made.
4. Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustment, repair or replacement of parts described as follows; all parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be repaired or replaced free of charge during a service call included in the maintenance service provided by this Agreement. Exceptions are, but not limited to; Paper Cassettes, Document Feeder Covers and Belts and any other "Cosmetic" parts.
5. Rebuilding or major overhauls are not covered by this Agreement. In addition, when at its sole discretion, ABM determines that a reconditioning is necessary, as a result of expected wear and tear of materials and age factors caused by normal office environment usage, in order to keep the equipment in working condition, ABM will submit to customer an estimate of needed repairs and their cost, which will be in addition to the charge payable under this Agreement. If the customer does not authorize such reconditioning, ABM may discontinue service of the equipment under this Agreement or may refuse to renew this Agreement upon its expiration. Thereafter, ABM will make service available on the time and materials rates in effect at the time of service.
6. Supply inclusive plans will include all supplies, as indicated on the front of this Agreement, necessary for the operation of the equipment based on manufacturer specifications. ABM shall have the option to charge the customer the current retail price for any excessive consumption of supplies used in the equipment.
7. The initial charge for maintenance under this Agreement shall be the amount set forth on the reverse side of this Agreement. At the end of each successive twelve month period, ABM may, at its discretion, increase the cost per copy charge by a maximum of fifteen percent of the charge previously in effect.
8. ABM's obligations and warranties under this Agreement are in lieu of (a) all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose and (b) all other obligations or liabilities for damages, including, but not limited to, personal injury or property damage (unless caused by ABM's negligence), loss of profit or other consequential damages, arising out of or in connection with this Agreement or the maintenance services performed hereunder.
9. If the customer does not pay all charges for maintenance as provided for under this Agreement, promptly when due: (1) ABM may (a) refuse to service the equipment or (b) furnish service on a C.O.D. per call basis at the then current rate for time and materials and (2) the customer agrees to pay to ABM (a) its cost and expense of collection including reasonable attorney's fees and (b) all charges for service provided before payment of the contract on a per call basis at current rates.
10. This Agreement can be immediately cancelled by ABM upon any breach of the terms and conditions contained herein. Customer may cancel this agreement for non-performance. Customer must forward to ABM, via registered letter to the address listed on the front of this document, the specific problems with the system or other area(s) of non-performance. ABM shall have 30 days to correct the problem. If ABM has not corrected the problem within 30 days, Customer may notify us of your intent to cancel the Agreement in 30 days. Customer termination of an Agreement prior to the expiration of the contract period, for any reason other than listed above, will be billed in accordance with terms in effect on the termination date, subject to the monthly minimum charge through the last day of the termination month and the following early termination charges based on the number of full months remaining to contract expiration.

Full Months Remaining to Contract Expiration	Multiple Times Full Monthly Minimum
24 or more	12
18 - 23	10
12 - 17	9
7 - 11	8
0 - 6	Balance of Agreement

11. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other.
12. This Agreement shall be governed by and construed according to the laws of the State of California. It constitutes the entire agreement between the parties and may not be modified except in writing and signed by duly authorized officers of ABM and the customer.

Southern Inyo Hospital
Maintenance Agreement Attachment

Model	Location	Serial Number	Start Meter 109	Start Meter 124	ABM ID
iR 1025iF		DRL15270			03460
iR Advance 6255		NMU11950			06982
IR 1730iF	Radiology	QGF04453			06987
IR 1730iF		QGF04451			07604
iR Advance 4235	Administration	RKJ11785			08644
iR Adv 400iF	Clinic Chart Room	QLA21862			08646
iR Adv 400iF	SNF Room	QLA21857			08647
IR 1730iF	Skilled Nursing	HHC15155			05480
iR Adv 400iF	Med Records	QLA22533			08645

Aggregate service contract is due upon receipt on an annual basis. Includes 470,000 copies/prints per year @ \$12,785.00.
All overages billed @ 0.0180 on an annual basis. Meters will be collected at the commencement of this agreement.

TELEMEDICINE SERVICES AGREEMENT

This Telemedicine Services Agreement (“**Agreement**”) is entered into by and between the Regents of the University of California, a constitutional corporation under Article IX of the Constitution of the State of California (“**Regents**”), acting on behalf of its University of California, Davis School of Medicine (“**School**”) and the University of California, Davis Medical Center (“**Medical Center**”) and Southern Inyo Hospital (“**Provider**”).

RECITALS

A. WHEREAS, School and Medical Center (collectively “**UC Davis Health**”) have jointly established a telemedicine program (“**Program**”) that provides health care professionals at outlying hospitals and clinics with access to UC Davis Health physicians practicing in a broad array of clinical specialties.

B. WHEREAS, Provider is located in a medically underserved area in California and desires to secure the benefits of the Program for its patients.

C. WHEREAS, Provider wishes to engage UC Davis Health to provide certain professional services for the Provider’s patients (“**Recipients**”) and provide certain assistance to Provider’s affiliated health care professionals (“**Provider Clinicians**”).

D. WHEREAS, UC Davis Health has determined that provision of such professional services to Recipients and assistance to Provider Clinicians fulfills UC Davis Health’s mission of teaching, research, public service and patient care.

E. NOW, THEREFORE, UC Davis Health and Provider (collectively the “**Parties**”) agree as follows:

AGREEMENT

Section 1. UC Davis Health — ACKNOWLEDGEMENTS AND RESPONSIBILITIES

1.1 Patient Consultations. On a date mutually agreed upon between Provider and UC Davis Health (the “**Service Date**”), UC Davis Health shall make available qualified physicians on its medical staff as outlined in Exhibit A to provide medical advice and consultation through the use of telemedicine equipment located in the Medical Center and other appropriate locations (“**Telemedicine Services**”) for Recipients. Provider acknowledges that while UC Davis Health will make good faith efforts to respond to Provider’s request for services in a prompt manner, actual response time will depend on factors such as available staff, Recipient acuity, and the volume and acuity of patients in the Medical Center. UC Davis Health will determine whether a consult request is appropriate for telemedicine. Following each Telemedicine Services consultation, UC Davis Health shall provide to Provider Clinicians who request Telemedicine Services access to the records of their patients via UC Davis Health PhysicianConnect.

1.2 Telementoring. From time to time UC Davis Health may, at its discretion, utilize the Communications Link to offer training programs for health care professionals.

1.3 Medical Records. Each party agrees to maintain medical records concerning the Telemedicine Services furnished during the term of this Agreement, and to provide the other

Party with reasonable access thereto, according to its normal policies and procedures, as required or permitted by applicable laws and regulations, and in accordance with community standards.

1.4 Insurance. During the term of this Agreement, UC Davis Health shall — at its sole cost and expense — insure and/or self-insure its activities hereunder as follows:

(a) General Liability. During the term of this Agreement, UC DAVIS HEALTH shall at all times maintain in full force and effect, a policy General Liability Self-Insurance (which provides coverage for personal injury, bodily injury and property damage) in an amount not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) per occurrence.

(b) Workers' Compensation. UC Davis Health shall maintain Workers' Compensation Self-Insurance for all its employees in such amount and form as required by California laws.

(c) Professional Liability. UC Davis Health shall maintain a program of Hospital and Professional Liability Self-Insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence, covering acts of medical negligence and malpractice with respect to any Telemedicine Services provided by UC Davis Health and any UC Davis Health physician.

(d) Certificates. Upon request from Provider, UC Davis Health shall issue and Provider shall receive a certificate of self-insurance evidencing UC Davis Health's insurance coverage in accordance with this section and showing Provider as an additional covered party with respect to the General Liability Self-Insurance.

Section 2. PROVIDER — ACKNOWLEDGMENTS AND RESPONSIBILITIES

2.1 Equipment

(a) Provider shall acquire and maintain the necessary equipment and communication link for telemedicine consultations with UC Davis Health.

(b) Provider shall maintain a designated technical coordinator ("**Technical Coordinator**") at Provider's facilities to serve as technical coordinator with UC Davis Health to maintain the equipment and ensure compatibility with and access to the communications link. Such Technical Coordinator shall be available to assist whenever consultations are provided.

(c) Provider shall dedicate sufficient staff to coordinate, operate and maintain Provider's telemedicine equipment and medical peripherals.

2.2 Patient Consultations. Provider understands and agrees that UC Davis Health cannot provide hands-on medical treatment or services recommended in the telemedicine consultation, and that Provider is solely responsible for providing all such care for Recipients. Provider and Provider Clinicians shall have the ultimate authority and responsibility for the care and primary diagnosis of each Recipient. No person shall videotape any telemedicine consultation without the prior written consent of UC Davis Health. Only Provider Clinicians shall access the telemedicine equipment and services, and under no circumstance shall Provider allow a Recipient who is not a Provider Clinician to access or use the telemedicine equipment to independently directly contact UC Davis Health. In order to access UC Davis Health for Telemedicine Services, a Provider Clinician shall call the telephone number(s) set forth in Exhibit A. Provider shall maintain a designated service coordinator ("**Service Coordinator**") at

Provider's facilities to serve as the patient service coordinator with UC Davis Health to maintain the telemedicine schedule and coordinate referrals to the UC Davis Health program.

2.3 Supplies. Provider shall be solely responsible for ensuring that it maintains supplies, equipment, drugs and other items ("**Supplies**") necessary to facilitate treatment for its patients under the Program. Provider shall be solely responsible for ensuring that Supplies are usable, unexpired, safe and sterile and that Supplies are replenished as necessary.

2.4 Staff and Credentialing. Provider shall ensure that its facilities are staffed with qualified physicians and other medical personnel who speak English (unless UC Davis Health waives this requirement, in writing), are properly licensed and trained in the specialties listed in Exhibit A. Provider shall notify UC Davis Health within ten (10) days of a termination or addition of a Provider Clinician or any change in the license status of the Provider or a Provider Clinician. Provider shall be solely responsible for providing all necessary training for the Provider Clinicians and other personnel for use of provider equipment to ensure effective and ready access to Telemedicine Services. In accordance with 42 C.F.R. 482.22 and 485.616, Provider shall rely on the credentialing and privileging decisions made by UC Davis Health when granting privileges to any UC Davis Health physician providing Telemedicine Services. Such privileges shall be granted at no cost to UC Davis Health.

2.5 Medical Director. Provider shall, at its own expense, provide a physician medical director to supervise the telemedicine operations at Provider's site. Such medical director shall be licensed under California law.

2.6 Consent to Treatment and Notice of Privacy Practices. Prior to providing any Telemedicine Services, a Provider Clinician shall obtain consent for the Telemedicine Services from the Recipient and document Recipient's consent in the medical record. If a Recipient is receiving Telemedicine Services in Provider's licensed facility, Provider confirms that the UC Davis Health physician is a member of Provider's workforce and Provider's Notice of Privacy Practices shall apply. If a Recipient is receiving Telemedicine Services in any other setting, the UC Davis Health The Notice of Privacy Practices, Exhibit B, and Acknowledgement of Receipt: Notice of Privacy Practices form, Exhibit C, are required for each new Recipient. The Acknowledgment of Receipt: Notice of Privacy Practices form must be completed by each new Recipient and the completed form sent to UC Davis Health. For MediCal Recipients receiving teleophthalmology or asynchronous (store and forward) Telemedicine Services, the Provider Clinician shall notify the Recipient of his/her right to receive interactive communication with the UC Davis Health specialist.

2.7 Recipient Education. Provider Clinicians shall provide to any Recipient receiving prescription drugs or supplies as a result of a telemedicine consultation with UC Davis Health all patient education and counseling required by applicable law and the standard of care in the community with respect to such drugs or supplies.

2.8 Insurance. During the term of this Agreement, Provider shall — at its sole cost and expense — insure and/or self-insure its activities hereunder as follows:

(a) **General Liability.** During the term of this Agreement, Provider shall obtain and maintain in full force and effect, a policy or policies of General Liability Insurance which provides coverage for personal injury, bodily injury and property damage in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. Such insurance shall be issued by an insurance company or companies reasonably approved by UC Davis Health, shall name UC

Davis Health and its directors, officers, agents and employees as additional insureds with respect to the operations of the named insured and shall provide coverage for the acts, omissions and negligence of each Provider Clinician. Such policies will provide UC Davis Health with thirty (30) days' advance written notice of cancellation. The insurance provided by Provider in accordance with this paragraph shall be primary to any coverage available to UC Davis Health for any acts, omissions or negligence of Provider, its agents or employees.

(b) Workers' Compensation. Provider shall maintain Workers' Compensation coverage for all its employees in such amount and form as required by California laws.

(c) Professional Liability. Provider shall maintain professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, covering acts of negligence and malpractice with respect to any service provided by Provider and any Provider physician.

(d) Certificates. Prior to the commencement of the term of this Agreement, Provider shall cause to be issued and UC Davis Health shall have received a certificate of insurance evidencing Provider's insurance coverage in accordance with this section, and an additional insured endorsement naming UC Davis Health as an additional insured with respect to the General Liability Insurance.

2.9 Emergencies. Provider shall be solely responsible for engaging the services of an air ambulance or other emergency transportation service that can evacuate Recipients to healthcare facilities for treatment and care, as necessary, and UC Davis Health shall have no responsibility for providing or arranging for any such services under this Agreement. Upon request, UC Davis Health shall, however, cooperate with and provide consultation services during evacuation to any emergency transport personnel utilized by Provider or Recipients if appropriately qualified UC Davis Health personnel are available at the time of the request.

Section 3. COMPENSATION AND BILLING

3.1 General. Except as otherwise expressly provided in Exhibit A hereto, each party hereto shall have the respective right to bill a Recipient or responsible payer for the professional and facility services it renders to the Recipient and neither party hereto shall have responsibility to compensate the other party for said services. Each party (i) shall work in good faith to provide reasonable assistance to the other party in billing for services to Recipients and (ii) bears sole responsibility for the timeliness, accuracy, and propriety of all claims submitted to Recipients and payers.

Section 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on November 1, 2018 and shall continue through October 31, 2019, unless earlier terminated in accordance with Section 4.2. The Agreement may be renewed by mutual written agreement of the parties for subsequent terms of one (1) year each.

4.2 Termination. The Agreement may be terminated as follows:

(a) With or Without Cause. Either party may terminate this Agreement, with or without cause, upon not less than ninety (90) days' prior written notice to the other party.

(b) Breach. Either party may terminate this Agreement on thirty (30) days' prior written notice to the other party in the event of a material breach by the other party which has not been cured within the thirty (30) day period. Termination shall be effective upon written notice issued after expiration of the thirty (30) day cure period.

(c) Insolvency. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party after the occurrence of any of the following events:

(1) the other party becomes insolvent (for purposes of this Agreement, "insolvent" shall mean that the party is generally not paying its debts as such debts become due unless such debts are the subject of a bona fide dispute); or

(2) a receiver is appointed for the assets of the other party; or

(3) an assignment is made by the other party for the benefit of its creditors; or

(4) any relief is taken or suffered by the other party as debtor under any bankruptcy or insolvency act and such proceeding has not been dismissed in sixty (60) days.

(d) Illegality. UC Davis Health shall have the right to terminate this Agreement upon notice to Provider in the event that (1) Provider — or any person with an ownership interest or in a management position with Provider — is excluded from participation in federal or state health care programs, debarred from receipt of federal or state funds, or convicted of a crime; or (2) any legislation, regulation or rule is duly passed, adopted or implemented by any federal, state or local government or legislative body or any private agency; or UC Davis Health receives notice of an actual or threatened decision, finding, or action by any governmental or private agency, court or other third party (whether or not either party to this Agreement is a party to such action), and such legislation, regulation, rule, decisions, finding or action will result in any of the following consequences because of this Agreement or any transactions contemplated herein: (a) materially and adversely affect UC Davis Health's licensure, tax-exempt status or any accreditation or certification; (b) materially and adversely affect a medical staff member's licensure or privileges; (c) materially and adversely affect UC Davis Health's ability to present a bill or claim or to receive payment or reimbursement with respect to any category of services or patients from any federal, state, local governmental or non-governmental payor; or (d) subject UC Davis Health or any medical staff member to a risk of prosecution, civil monetary penalty or Medicare or Medi-Cal program exclusion.

(e) Force Majeure. Either party may terminate this Agreement in accordance with the provisions of Section 5.11.

Section 5. GENERAL PROVISIONS

5.1 Indemnification. Provider shall defend, indemnify and hold UC Davis Health, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents or employees.

UC Davis Health shall defend, indemnify and hold Provider, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys'

fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of UC Davis Health, its officers, agents or employees.

5.2 Confidentiality of Records. Each party agrees to maintain the confidentiality of all records and materials related to Telemedicine Services in accordance with all applicable state and federal laws. Each party shall use its best efforts to maintain the confidentiality of all data transmitted during a telemedicine consultation.

5.3 Use of Name. Provider shall not refer to this Agreement or UC Davis Health's or the University of California's participation in this Agreement or use UC Davis Health's or the University of California's name in any advertising or promotional materials or statements to the public without the prior written approval of UC Davis Health. UC Davis Health shall not refer to Provider or use their names in any advertising or promotional materials without Provider's prior written approval.

5.4 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within that state. Venue shall be exclusively in the judicial district encompassing the main campus of UC Davis Health.

5.5 Partial Invalidity. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

5.6 Expenses. Should either party institute any mediation, action or proceeding to enforce this Agreement or any provision hereof or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder, the substantially prevailing party in any such mediation, action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the substantially prevailing party in connection with such mediation, action or proceeding. The determination of which party is the "substantially prevailing party," shall be made by the mediator, court or arbitrator, as applicable, at the time of the mediation, action or proceeding, as the case may be.

5.7 Notices. All notices which are required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by electronic facsimile (with a confirmation by certified mail, return receipt requested, placed in the mail no later than the following day), by express courier (such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to a party as indicated below:

To UC Davis Health:
UC Davis Health Contracts
2315 Stockton Blvd., Sherman 2300
Sacramento, CA 95817

To Provider:
Southern Inyo Hospital
501 E Locust Street
Lone Pine, CA 93545

Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic facsimile and, as to communications made by United States mail, on the third day after mailing (so long as the mailing was made in a metropolitan area in the State of California). The above addresses may be changed by giving notice of such change in the manner provided above for giving notice.

5.8 Assignability. No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

5.9 Construction and Agreement. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances, including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

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

5.11 Force Majeure. Neither party hereto shall be liable for any delay or failure in the performance of any obligation under the Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement shall be third-party communication network outages (such as satellite malfunctions or failures) beyond the control of either party, Acts of God, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order or control of, or insistence by any governmental or military authority. The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof. The existence of such contingencies shall justify the suspension of performance hereunder by either party; provided, however, that if such period of delay shall exceed sixty (60) days from the date of such notice, either party shall have the right to terminate this Agreement.

5.12 Amendments. This Agreement may only be amended in writing and upon the approval of authorized officers of both parties.

5.13 Continuing Cooperation. Throughout the term of this Agreement, the parties shall cooperate in good faith and agree to perform any and all tasks which are reasonably necessary for the performance of this Agreement.

5.14 Exhibits. All exhibits are incorporated into this Agreement as part of the Agreement.

5.15 Integration. This Agreement sets forth the entire understanding between the parties relating to the transactions it contemplates, and supersedes all prior understandings relating to such transactions, whether oral or written. Any prior oral representations or

modifications concerning this Agreement shall be of no force and effect, unless attached to this Agreement as a written amendment that is executed or initialed by the parties.

5.16 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

5.17 Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and the respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

5.18 Independent Contractors. In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with respect to the other and that no relationship of partnership, joint venture or employment is created by this Agreement. Neither UC Davis Health nor its employees and agents are employees or agents of Provider and neither Provider nor any employee or agent of Provider is an employee or agent of UC Davis Health.

5.19 No Requirement for Referrals. The parties intend to comply with applicable federal and state laws and regulations relating to health care referrals, including, but not limited to, the federal anti-kickback statute (42 U.S.C. 1320a-7b(b)) and the physician self-referral statute (42 U.S.C. 1395nn), and acknowledge that nothing in this Agreement will be construed in any manner as requiring either party to purchase any product or service from the other party or refer any patient or business to the other party. The Services set forth in this Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law.

5.20 Authorized Representatives. Each of the persons signing below represents and warrants to the other party that he/she is duly authorized to sign this Agreement and that upon his/her execution of this Agreement, this Agreement is a binding obligation of the party on whose behalf the person executes this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement:

SOUTHERN INYO HOSPITAL

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

By: _____

By: _____

Name: _____

Annie Wong, Director
UC Davis Health Contracts

Title: _____

Date: _____

Date: _____

EXHIBIT A

PATIENT CONSULTATIONS AND RATES

PROFESSIONAL MEDICAL SERVICES AND RATES

UCDH shall make physician time available to provide telemedicine specialty services specified below. Such specialty services shall be provided on a pre-scheduled basis. The rate and time requirement for each specialty service shall be as follows:

Specialty	Rate Per Hour	Minimum Time Per Month Required	Level of Presenter
Psychiatry, Adult	\$258.00/hour*	4 hours	MD
UCDH Center for Health and Technology Remote Technical Support	\$79.00/hour (as needed)	N/A	N/A

***Rate Per Hour** is applicable to patient records review, consultation and psychotropic review committee meeting/teleconference with Provider's social services personnel, nursing director, unit manager/charge nurse(s) and physician to review relevant clinical information and recommendations. UCDH estimates 1.5 hours to 2 hours per patient for records review and consultation time. Psychotropic review committee will take approximately 1 hour and will discuss the group of patients seen via telemedicine. **Provider will be responsible for full payment for specialty clinic time reserved, if cancellation is not received within 30 calendar days' prior to such scheduled clinic date.**

Dependent upon UCDH physician availability, UCDH shall provide telemedicine consultation services Monday through Friday from 8:00 a.m. to 5:00 p.m. (excluding Exception Dates, defined below).

Specialty consultations shall be reserved in advance and mutually scheduled between UCDH and Provider. Services may be scheduled during the hours specified above 46 weeks per year, except UCDH holidays, faculty vacation and conference dates ("Exception Dates"). UCDH shall provide Provider advance notice of Exception Dates.

Provider may request the UCDH Center for Health and Technology provide remote technical support for technical issues associated with telemedicine consultations with a UCDH physician by calling (916) 734-2224.

UCDH shall invoice Provider for each of the specialty services provided according to the hours and rates specified herein. Provider shall remit payment within 30 days of receipt of UCDH invoice.

Referrals:

Guidelines for telemedicine psychiatry specialty consultations are provided in the Clinical Telehealth Program Referral Guidelines, Adult Psychiatry, attached hereto as Exhibit A-Attachment 1. Referrals must include initial questionnaire, attached hereto as Exhibit A-Attachment 2. Request for referrals shall be made by **FAXING** the completed Referral Request Form, attached hereto as Exhibit A-Attachment 3, to **(866) 622-5944**.

EXHIBIT A – Attachment 1

UC Davis Health Clinical Telehealth Program Referral Guidelines

Child, Adolescent, and Adult **PSYCHIATRY** Clinical Telehealth Consultations

The following is a listing of clinical conditions appropriate for clinical telehealth psychiatry consultations. If you would like to refer a patient with a condition which is not listed below, please send your request with the patient's chart notes to the telehealth coordinator for the specialist's consideration.

Clinical Conditions:

Stress/Anxiety

Acute stress: grief, loss or other
Anxiety/panic

Mood

Depression
Bipolar disorder

Somatic

Pain
Physical focus (hypochondriasis, conversion)

Cognitive

Attention deficit
Confusion (delirium)
Dementia
Head trauma

Psychosis

Schizophrenia

Other

Diagnostic evaluation (general)
Eating disorders: anorexia, bulimia
Impulsivity
Anger/agitation/aggression
Hyperactivity
Substance use

Consultants: [Matthew A. Soulier, M.D.](#)
[Glen Xiong, M.D.](#)
[Peter Yellowlees, M.D.](#)

Appointment Scheduling:

New: 60 min (40 min pt, 10 min PCP)
F/U: 30 min (15 min pt, 5 min PCP)

Level of Presenter Required:

New: option to introduce; requires 10 minutes at end of visit
F/U: requires 5 minutes at end of the visit

Video Equipment Required:

Videoconferencing unit

The following information must be received prior to scheduling an appointment:

1. [Telehealth Referral Request Form](#)
2. Medication list
3. Medical problem list

The following must be received before the consult begins:

1. Signed [UC Davis Health Acknowledgement of Receipt Notice of Privacy Practices form](#) (new patients only)
2. Documented verbal consent from patient for participation in telehealth consultation

UC Davis Health Clinical Telehealth Program
Toll Free: (877) 430-5332
Referral Fax: (866) 622-5944
<http://health.ucdavis.edu/cht/clinic/>

EXHIBIT A – Attachment 2



Telehealth Services Psychiatric Consultation Referral Form

Patient Name: _____

Reason(s) for Telehealth Consultation:

(Please check all that apply)

Medication Review/ Need New Medication

Medication Review/ Dose Reduction

Which medication? _____

Depression Evaluation

Insomnia

Pacing/Restlessness

How often per day or week? _____

Striking Out at People and Other Harmful Behavior

When? How? Please describe: _____

Other Concerns

Please describe: _____

Current Psychiatric Medication List: _____

Last Vitals:

Date: _____ Weight (lbs): _____

Date: _____ BP: _____ HR: _____

Other Notes: _____

EXHIBIT A – Attachment 3



**Clinical Telehealth Program
REFERRAL REQUEST FORM**

A Healthier World through Bold Innovation.

To avoid delays in the scheduling process, please:

- Complete this Referral Request Form in its entirety and submit prior to scheduling
- Attach a copy of the patient's insurance card, authorization form and completed MSPQ, if necessary
- Attach all pertinent medical records as specified in the referral guidelines

To: UC Davis Telehealth Coordinator From: _____
Phone: (877) 430-5332, Option 2 Clinic: _____
Fax: (866) 622-5944 Phone: _____
Date: _____ Fax: _____

Appointment Date & Time: _____
Specialty Requested: _____ New Patient / Follow-up
Reason for Consult (ICD-10 required): _____

PATIENT INFORMATION

Patient Name: _____
Has patient ever been seen at UCDHS under a different name? Yes / No
If yes, under what name: _____
DOB: _____ Gender: _____ Marital Status: _____
Address: _____ Home Phone: _____
City, State, Zip: _____ Work Phone: _____
Race: _____ Ethnicity: _____
Preferred Language: _____ Is Patient Hispanic? Yes / No
Primary Care Provider (PCP) Name: _____

GUARANTOR INFORMATION (if different from patient or if patient is under 18 years of age)

Guarantor Name: _____ DOB: _____
Relationship to Patient: _____
Address: _____ Home Phone: _____
City, State, Zip: _____ Work Phone: _____

INSURANCE INFORMATION

Name of Insurance: _____ Policy Number: _____
Policy Holder Name: _____ DOB: _____
Patient's Relationship to Policy Holder: _____

Medicare patients: please fill out the MSPQ and fax the completed form prior to or at the time of the scheduled visit.

AUTHORIZATION INFORMATION (REQUIRED FOR MANAGED CARE PATIENTS)

UCDMC TAX ID# 680334324 / NPI#: 1710918545 / CPT Codes: 99201-99204 & 99212-99215

Authorization Number: _____ Expiration Date: _____
What does the authorization cover and how many visits does it cover?

REFERRING PHYSICIAN INFORMATION

Full Name and Title: _____ License Number: _____
Supervising MD/DO: _____ License Number: _____
Address: _____ Phone Number: _____
City, State, Zip: _____ E-mail: _____

EXHIBIT B

NOTICE OF PRIVACY PRACTICES

UNIVERSITY OF CALIFORNIA DAVIS HEALTH

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY

UC DAVIS HEALTH

UC Davis Health is one of the health care components of the University of California. The University of California health care components consist of the UC medical centers, the UC medical groups, clinics and physician offices, the UC schools of medicine and other health professions schools, the student health service areas on some campuses, employee health units on some campuses, and the administrative and operational units that are part of the health care components of the University of California.

This notice applies to information and records regarding the health care services you receive from UC Davis Health.

OUR PLEDGE REGARDING YOUR HEALTH INFORMATION

UC Davis Health is committed to protecting medical, mental health and personal information about you (“Health Information”). We are required by law to maintain the privacy of your Health Information, provide you information about our legal duties and privacy practices, inform you of your rights, and let you know about the ways we may use Health Information and disclose it to other entities and persons.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

The following sections describe different ways that we may use and disclose your Health Information. Some information, such as certain alcohol and drug information, HIV information, genetic information, and mental health information has special restrictions related to its use and disclosure. Not every use or disclosure will be listed. All of the ways we are permitted to use and disclose information, however, will fall within one of the following categories. Other uses and disclosures not described in this Notice will be made only if we have your written authorization.

For Treatment. We may use Health Information about you to provide you with medical and mental health treatment or services. We may disclose Health Information about you to doctors, nurses, technicians, students, or other individuals involved in your care, including individuals or agencies that are involved in your care outside UC Davis Health. The disclosure of your Health Information to non-UC Davis Health providers may be done electronically through a health information exchange or other technology that allows providers involved in your care to access some of your UC Davis Health records to coordinate services for you.

For Payment. We may use and disclose Health Information about you so that the treatment and services you receive at UC Davis Health or from other entities, such as an ambulance company, may be billed to and payment may be collected from you, an insurance company, or a third party. For example, we may need to give information to your health plan about surgery or therapy you received at UC Davis Health so your health plan will pay us or reimburse you for the surgery or therapy. We may also tell your health plan about a proposed treatment to determine whether your plan will pay for the treatment.

For Health Care Operations. We may use and disclose Health Information about you for our business operations. For example, your Health Information may be used to review the quality and safety of our services, or for business planning, management and administrative services. We may also use and disclose your health information to an outside entity that performs services for us such as maintaining a health care registry, or performing accreditation, legal, computer or auditing services. These outside companies are called “business associates” and are required by law to keep your Health Information confidential. We may also disclose information to doctors, nurses, technicians, students, and other health system personnel for performance improvement and educational purposes.

Healthcare Information and Appointment Reminders. We may contact you to remind you that you have an appointment at UC Davis Health. We may also contact you about alternative treatment options for you or about other benefits or services we provide.

Fundraising Activities. We may contact you to provide information about UC Davis Health sponsored activities, including fundraising programs and events. You may opt-out of receiving fundraising information from the UC Davis Health by calling 916-734-9400 or writing to: Health Sciences Development, 4900 Broadway, Suite 1150, Sacramento, CA 95820.

Hospital Directory. If you are hospitalized, we may include certain limited information about you in the hospital directory. This is so your family, friends, and clergy can visit you in the hospital and generally know how you are doing. This information may include your name, location in the hospital, your general condition (e.g., fair, stable, etc.), and your religious affiliation. The directory information, except for your religious affiliation, may also be released to people who ask for you by name. Your religious affiliation may be given to members of the clergy, such as ministers or rabbis, even if they don’t ask for you by name. You have the opportunity to limit the release of directory information by telling a UC Davis Health staff member at any time.

Individuals Involved in Your Care or Payment for Your Care. We may release Health Information to anyone involved in your medical care, e.g., a friend, family member, personal representative, or any individual you identify. We may also give information to someone who helps pay for your care. We may also tell your family or friends about your general condition and that you are in the hospital.

Disaster Relief Efforts. We may disclose Health Information about you to an entity assisting in a disaster relief effort so that others can be notified about your condition, status, and location.

Research. The UC Davis Health is a research institution. We may disclose Health Information about you for research purposes, subject to the confidentiality provisions of

state and federal law. For example, your Health Information may be reviewed to determine if you are eligible to participate in a research study. In addition to disclosing Health Information for research, researchers may contact patients regarding their interest in participating in certain research studies. You will only become a part of one of these research projects if you agree to do so and sign a specific permission form called an Authorization.

As Required By Law. We will disclose Health Information about you when we are required to do so by federal or state law.

To Prevent a Serious Threat to Health or Safety. We may use and disclose Health Information about you when necessary to prevent or lessen a serious and imminent threat to your health and safety or the health and safety of the public or another person. Any disclosure would be to someone able to help stop or reduce the threat.

Organ and Tissue Donation. If you are an organ donor, we may release your Health Information to organizations that obtain, bank or transplant organs, eyes, or tissue, as necessary to facilitate organ or tissue donation and transplantation.

Military and Veterans. If you are or were a member of the armed forces or a foreign military, we may release Health Information about you to military command authorities as authorized or required by law.

Workers' Compensation. We may use or disclose Health Information about you for Workers' Compensation or similar programs as authorized or required by law. These programs provide benefits for work-related injuries or illness.

Public Health Disclosures. We may disclose Health Information about you for public health activities such as:

- preventing or controlling disease (such as cancer and tuberculosis), injury, or disability;
- reporting vital events such as births and deaths;
- reporting abuse, neglect, or domestic violence;
- reporting adverse events or surveillance related to food, medications, or defects or problems with products;
- notifying persons of recalls, repairs, or replacements of products they may be using;
- notifying a person who may have been exposed to a disease or may be at risk of contracting or spreading a disease or condition.

Health Oversight Activities. We may disclose Health Information to governmental, licensing, auditing, and accrediting agencies as authorized or required by law.

Lawsuits and Other Legal Actions. We may disclose Health Information to courts, attorneys and court employees in the course of conservatorship and certain other judicial or administrative proceedings. We may also disclose Health Information about you in response to a court or administrative order, or in response to a subpoena, discovery request, warrant, or other lawful process.

Law Enforcement. If asked to do so by law enforcement, and as authorized or required by law, we may release Health Information:

- to identify or locate a suspect, fugitive, material witness, certain escapees, or missing person;
- about a suspected victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- about a death suspected to be the result of criminal conduct;
- about criminal conduct at UC Davis Health; and
- in case of a medical emergency, to report a crime, the location of the crime or victims; or the identity, description, or location of the person who committed the crime.

Coroners, Medical Examiners and Funeral Directors. We may disclose medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine cause of death. We may also disclose medical information about patients of UC Davis Health to funeral directors as necessary to carry out their duties.

National Security and Intelligence Activities. As required by law, we may disclose Health Information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities.

Protective Services for the President and Others. As required by law, we may disclose Health Information about you to authorized federal officials so they may conduct special investigations or provide protection to the President, other authorized persons, or foreign heads of state.

Inmates. If you are an inmate of a correctional institution or under the custody of law enforcement officials, we may release Health Information about you to the correctional institution as authorized or required by law.

YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

Your Health Information is the property of UC Davis Health. You have the following rights regarding the Health Information we maintain about you:

Right to Inspect and Copy. With certain exceptions, you have the right to inspect and/or receive a copy of your Health Information. If we have the information in electronic format, you have the right to receive your Health Information in electronic format if it is possible for us to do so.

To inspect and/or to receive a copy of your Health Information, you must submit your request in writing by filling out an "Authorization for Release of Health Information" form. A copy of the form can be obtained by contacting:

Health Information Management
2315 Stockton Blvd., MRB#12
Sacramento, CA 95817

A copy of this form can also be found online at:
<http://www.ucdmc.ucdavis.edu/him/roi/pdf/authorization.pdf>

If you request a copy of your health information, there is a fee for these records.

We may deny your request to inspect and/or to receive a copy of your health information in certain limited circumstances. If you are denied access to Health Information, in most cases, you may have the denial reviewed. Another licensed health care professional chosen by UC Davis Health will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

Right to Request an Amendment or Addendum. If you feel that Health Information we have about you is incorrect or incomplete, you may ask us to amend the information (change or correct the record) or include an addendum (add information to the record). You have the right to request an amendment or addendum for as long as the information is kept by or for UC Davis Health.

Amendment. To request an amendment, your request must be made in writing and submitted to:

Health Information Management
2315 Stockton Blvd., MRB#12
Sacramento, CA 95817

The form to request an amendment can also be found online at:
<http://www.ucdmc.ucdavis.edu/him/roi/pdf/amend.pdf>

We may deny your request for an amendment if it is not in writing, we cannot determine from the request the information you are asking to be changed or corrected, or your request does not include a reason to support the change or addition. In addition, we may deny your request if you ask us to amend information that:

- was not created by UC Davis Health, unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the Health Information kept by or for UC Davis Health;
- is not part of the information which you would be permitted to inspect and copy; or
- UC Davis Health believes to be accurate and complete.

Addendum. To submit an addendum, the addendum must be made in writing and submitted to:

Health Information Management
2315 Stockton Blvd., MRB#12
Sacramento, CA 95817

An addendum must not be longer than 250 words per alleged incomplete or incorrect item in your record.

Right to an Accounting of Disclosures. You have the right to receive a list of certain disclosures we have made of your Health Information.

To request this accounting of disclosures, you must submit your request in writing to:

Health Information Management
2315 Stockton Blvd., MRB#12
Sacramento, CA 95817

The form to request an Accounting of Disclosures can be found online at:
<http://www.ucdmc.ucdavis.edu/him/roi/pdf/accounting.pdf>

Your request must state a time period that may not be longer than the six previous years. You are entitled to one accounting within any 12-month period at no cost. If you request a second accounting within that 12-month period, there will be a charge for the cost of compiling the accounting. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to Request Restrictions. You have the right to request a restriction or limitation on the Health Information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the Health Information we disclose about you to someone who is involved in your care or the payment for your care, such as a family member or friend.

To request a restriction, you must make your request in writing and submit it to:

Health Information Management
2315 Stockton Blvd., MRB#12
Sacramento, CA 95817

The form to request a restriction can be found online at:
<http://www.ucdmc.ucdavis.edu/him/roi/pdf/restriction.pdf>

In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply, for example, only to you and your spouse. *We are not required to agree to your request* except in the limited circumstance described below. If we do agree, our agreement must be in writing, and we will comply with your request unless the information is needed to provide you emergency care.

We are required to agree to a request not to share your information with your health plan if the following conditions are met:

1. We are not otherwise required by law to share the information;
2. The information would be shared with your insurance company for payment purposes; and
3. You pay the entire amount due for the health care item or service out of your own pocket or someone else pays the entire amount for you.

Right to Request Confidential Communications. You have the right to request that we communicate with you about your Health Information in a certain way or at a certain location. For example, you may ask that we contact you only at home or only by mail.

To request confidential medical communications, you must make your request in writing and submit it to:

Health Information Management
2315 Stockton Blvd., MRB#12
Sacramento, CA 95817

We will accommodate all reasonable requests. Your request must specify how and where you wish to be contacted.

Right to be Notified of a Breach. You have the right to be notified if we or one of our Business Associates discovers a breach of unsecured Health information about you.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this Notice. You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice.

Copies of this Notice are available throughout UC Davis Health, or you may obtain a copy at our website: <http://www.ucdmc.ucdavis.edu/compliance/pdf/notice.pdf>.

CHANGES TO UC DAVIS HEALTH'S PRIVACY PRACTICES AND THIS NOTICE

We reserve the right to change UC Davis Health's privacy practices and this Notice. We reserve the right to make the revised or changed Notice effective for Health Information we already have about you as well as any information we receive in the future. We will post a copy of the current Notice throughout UC Davis Health. In addition, at any time you may request a copy of the current Notice in effect.

QUESTIONS OR COMPLAINTS

If you have any questions about this Notice, please contact the UC Davis Health Privacy Program, Compliance Department at (916) 734-8808.

If you believe your privacy rights have been violated, you may file a complaint with UC Davis Health or with the Secretary of the Department of Health and Human Services, Office for Civil Rights. To file a complaint with UC Davis Health contact:

Compliance Hotline:	(877) 384-4272
Mailing Address:	UC Davis Health Compliance Department 2315 Stockton Blvd Sherman Way Bldg., Suite 3100 Sacramento, CA, 95817

You will not be penalized for filing a complaint.

**ACKNOWLEDGEMENT OF RECEIPT:
NOTICE OF PRIVACY PRACTICES**

The UC Davis Health Notice of Privacy Practices provides information about how we may use and disclose protected health information about you.

In addition to the copy we are providing you, copies of the current notice are available by accessing our Web site at <http://www.ucdmc.ucdavis.edu/compliance/> and may be obtained throughout UC Davis Health.

I acknowledge that I have received the Notice of Privacy Practices.

Signature of Patient or Patient’s Representative

Date

Print Name

Relationship to Patient

Interpreter (If applicable)

Written Acknowledgement Not Obtained

Please document your efforts to obtain acknowledgment and reason it was not obtained.

- Notice of Privacy Practices Given – Patient Unable to Sign
- Notice of Privacy Practices Given – Patient Declined to Sign
- Notice of Privacy Practices Mailed to Patient – Awaiting Signature
- Other Reason Patient Did Not Sign _____

Signature of UC Davis Health Representative

Date

Print Name

Department



PRIVILEGING AND CREDENTIALING AGREEMENT

This Agreement is entered into by and between the Regents of the University of California, a corporation described in the California Constitution, Article IX, Section 9, on behalf of its University of California Davis Health (“Regents”) acting for and on behalf of its University of California Davis Health (“UC Davis Health”) and Southern Inyo Hospital (“Facility”).

RECITALS

WHEREAS, UC Davis Health has established a telemedicine program (“Program”) that provides patients and health care professionals at outlying hospitals and clinics access to telehealth services provided by UC Davis Health physicians and other providers practicing in a broad array of clinical specialties (“UC Davis Health Providers”);

WHEREAS, Facility has determined that its Medical Staff may rely on the privileging and credentialing decisions made by UC Davis Health when granting privileges to UC Davis Health Providers; and

WHEREAS, Facility desires to efficiently credential and privilege UC Davis Health Providers who provide Program services for the benefit of its patients.

NOW, THEREFORE, UC Davis Health and Facility agree as follows:

AGREEMENT

Section 1. UC Davis Health- ACKNOWLEDGEMENTS AND RESPONSIBILITIES

- 1.1 UC Davis Health confirms that its UC Davis Medical Center is a Medicare-participating hospital.
- 1.2 All UC Davis Health Providers are members of the Medical Staff of the UC Davis Medical Center, credentialed and privileged in their respective specialty areas.
- 1.3 UC Davis Health maintains a list of UC Davis Health Providers, which includes each Provider’s medical staff privileges at the UC Davis Medical Center. Upon full execution of this Agreement, UC Davis Health shall send Facility identifiable UC Davis Health Provider information for Facility’s National Practitioner Databank query. Within thirty (30) days of the UC Davis Health Medical Staff Office’s receipt of notification regarding any change to UC Davis Health Provider information, UC Davis Health shall provide Facility with an updated UC Davis Health Provider list, which shall identify and summarize such change(s).
- 1.4 All UC Davis Health Providers are licensed in the State or otherwise legally permitted to practice in the State where Facility is located.
- 1.5 The UC Davis Health Medical Staff credentialing process complies with all of the standards required under 42 C.F.R. § 482.12(a)(1)-(a)(7).

Section 2. FACILITY- ACKNOWLEDGEMENTS AND RESPONSIBILITIES

- 2.1 The governing body of Facility has chosen to have its Medical Staff rely on the credentialing and privileging decisions of UC Davis Health in recommending a physician or other qualified licensed health care provider for Medical Staff privileges at Facility.
- 2.2 Facility complies with all governing body responsibilities as required under 42 C.F.R. § 482.22(a) [Hospitals] or 42 C.F.R. § 485.616(c) [Critical Access Hospitals].
- 2.3 Facility shall review the list of Program UC Davis Health Providers who have privileges and are members of the Medical Staff at UC Davis Medical Center prior to granting privileges to a UC Davis Health Provider at Facility.
- 2.4 Facility will perform a periodic internal review of the UC Davis Health Provider’s performance at Facility and complete the Telemedicine Professional Practice Evaluation form, attached hereto as Exhibit A. Such periodic review can coincide with Facility’s Ongoing Professional Practices Evaluation (“OPPE”); however not less than once annually. Facility shall also immediately provide specific details regarding any complaints received about a UC Davis Health Provider and/or any adverse events that occurred by completing the Complaints and Adverse Events form, attached hereto as Exhibit B. The Evaluation Form and Adverse Events forms, along with any additional information, shall be sent to the UC Davis Health Medical Staff office for use in its periodic appraisal of the UC Davis Health provider.

Section 3. GENERAL TERMS

- 3.1 This Agreement shall be effective on the last date signed below and shall continue in effect unless terminated in accordance with Article 3.2
- 3.2 Either party may terminate this Agreement with thirty (30) days prior written notice to the other party.
- 3.3 Privileging and credentialing under this Agreement shall be at no cost to UC Davis Health.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior understanding between them, whether oral or written, respecting the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SOUTHERN INYO HOSPITAL

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Name: _____

Annie Wong, Director
UC Davis Health Contracts

Title: _____

Date: _____

Date: _____

EXHIBIT A

Telemedicine Professional Practice Evaluation

Individual Proctored: _____

Date of Review: _____

Proctor: _____

Patient Name: _____

Diagnosis: _____

Based on my review of the consultation proved in this case, I make the following evaluation:

1. **Patient Care:** is compassionate, appropriate and effective.
Acceptable Marginal Unacceptable Unable to assess
2. **Medical/Clinical Knowledge:** Demonstrates knowledge of established and evolving sciences and applies it to patient care.
Acceptable Marginal Unacceptable Unable to assess
3. **Practice-Based Learning and Improvement:** Uses scientific evidence and methods to investigate, evaluate, improve care.
Acceptable Marginal Unacceptable Unable to assess
4. **Interpersonal and Communication Skills:** Establishes and maintains professional relations with patients, families.
Acceptable Marginal Unacceptable Unable to assess
5. **Systems-Based Practice:** Understand the contexts and systems in which care is provided and applies this knowledge.
Acceptable Marginal Unacceptable Unable to assess
6. **Professionalism:** Demonstrates a commitment to professional development, ethical practice, diversity and responsibility to patients, profession and society.
Acceptable Marginal Unacceptable Unable to assess

Overall Impression:

Acceptable Marginal Unacceptable Unable to assess

Proctor's Signature: _____ Date: _____

Proctor's Printed Name: _____

Forward to: University of California, Davis Medical Center
Medical Staff Administration, Credentials Unit
2315 Stockton Boulevard
Sacramento, CA 95817
FAX: 916-734-3234

EXHIBIT B

Telemedicine Professional Practice Evaluation

Complaints and Adverse Events

Provider Reviewed: _____

Date of Review: _____

Hospital or Care Setting: _____

If the provider has been the subject of any complaints and/or adverse events, please report those events on this form.

Date of complaint or adverse event: _____

Details of complaint or adverse event: _____

Overall Impression:

Acceptable Marginal Unacceptable

Reviewer's Signature: _____ Date: _____

Reviewer's Printed Name: _____

Forward to: University of California, Davis Medical Center
Medical Staff Administration, Credentials Unit
2315 Stockton Boulevard
Sacramento, CA 95817
FAX: 916-734-3234