

SOUTHERN INYO HEALTHCARE DISTRICT

Notice of a Regular Meeting of the Board of Directors

Date: Tuesday, December 18, 2018

Time: 4:30 p.m.

Location: RCA Church

550 East Post St

Lone Pine, CA 93545

AGENDA

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. Discussion regarding future of Southern Inyo Hospital facilities. (President)

B. Consent Agenda

1. Approval of Minutes

- a. Regular Board Meeting Minutes of November 13, 2018.
- b. Special Board Meeting Minutes of December 3, 2018.

2. Approval of Contracts recommended by the Finance Committee.

- a. American Business Machines w/ Revisions
- b. Telemedicine Contract with UC Davis w/ Revisions

C. Medical Staff Privileges for Stephen Fine (Medical Records Manager)

D. CompHealth Contract (CEO)

E. Revenue EFT Payments (Business Office Manager)

- a. Health Care LA, IPA Payspan Registry
- b. Blue Shield of CA Enroll Hub

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- F. Holiday Pay Policy (HR Manager)
- G. Credit Card Proposal (CEO)
- H. Medasend Contract for HR and Compliance Training (CEO)
- I. Medasend Contract for Medical Waste Disposal (CEO)
- J. HIM Consulting Contract w/ Sally Emery (Financial Consultant)

IV. REPORTS

- A. Financial Report
- B. CEO Report
- C. Medical Staff Report

V. COMMENTS FROM THE BOARD OF DIRECTORS

VI. CLOSED SESSION

- A. Existing Litigation (Govt Code 54956.9): Chapter 9 Bankruptcy
- B. Employee Withdrawal of Funds (Govt Code 54957.10)
- C. Personnel Evaluation: CEO

VII. CLOSED SESSION REPORT

VIII. ADJOURNMENT

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NOTICE TO THE PUBLIC

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SOUTHERN INYO HEALTHCARE DISTRICT

Regular Meeting of the Board of Directors Minutes

Date: Tuesday, November 13, 2018

Time: 4:30 p.m.

Location: RCA Church

550 East Post St

Lone Pine, CA 93545

PRESENT

Jaque Hickman, President

Richard Fedchenko, Director

Charles Carson, Treasurer

Carma Roper, Secretary

ABSENT

Mark Lacey, Vice President

OTHERS

Chet Beedle, Financial Consultant

Shannon Jimerson, CNO

Scott Nave, Attorney (via phone)

Ashley McDow, Attorney (via phone)

I. CALL TO ORDER

The meeting was called to order at 4:35 p.m.

Approval of Agenda-

Director Fedchenko does not feel comfortable approving Item III.3. Approval of Policy and Procedures under the "Consent Agenda". Director Fedchenko had questions and spelling corrections.

Secretary Roper requests that a matrix be included when Approval of Policy and Procedures Manuals are presented to the Board of Directors. This will assist on not having to review the voluminous material from page to page right away.

Shannon Jimerson, CNO stated that the policies need to be approved through two committees and the Board of Directors before they are official. Some of the policies that are on the agenda are urgent and the others can be put on hold. The

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policy and procedures manuals on the consent agenda have been reviewed by two committees already.

Director Fedchenko recommends not to include the Policy and Procedures Manuals at this time.

President Hickman asked Attorney Nave if the approval of the Policy and Procedures can be done by a Policies Committee (two board members). Attorney Nave stated the Board can delegate members with the understanding that the Board is ultimately responsible. What the Board cannot do, due to the Brown Act, is distribute the policies to all five board members and solicit the opinion of all five directors. If that is done, you have now engaged a quorum of the board on a business item outside of a noticed Board Meeting.

Attorney Nave stated that the idea is to have the policy and procedures under the consent agenda because the items come often in bulk and have already been approved by two committees.

Policies can always be pulled and presented as a Business Item if there are any questions or concerns.

Action: Secretary Roper moved to approve the agenda. Treasurer Carson seconded.

Roll Call-

Secretary Roper "AYE"

Treasurer Carson "AYE"

President Hickman "AYE"

Director Fedchenko "Abstain"

II. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

NONE

III. BUSINESS ITEMS

A. Discussion regarding future of Southern Inyo Hospital facilities.

Attorney McDow stated that she does not have anything to report.

Attorney Nave stated that he does not have anything to report.

Discussion on setting dates for future workshops for Strategic Planning.

Brian Cotter, CEO and Attorney Nave are to set possible dates.

B. Consent Agenda

1. Approval of Minutes

a. Regular Board Meeting Minutes of October 9, 2018.

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Action: Director Fedchenko moved to approve the Regular Board Meeting Minutes of October 9, 2018. Treasurer Carson seconded. All approved.

2. Approval of the Medical Staff Privileges

- a. Erica Rotondo, DO, Clinic and/or ER Physician, 90 days Temporary Medical Staff Privileges
- b. Eric Bradfield, FNP, One-Year Provisional Medical Staff Privileges
- c. Robert S. Kollen, ER Physician, Extended Medical Staff Privileges

Action: Secretary Roper moved to approve the 90 days temporary medical staff privileges for Erica Rotondo, DO, Clinic and/or ER Physician, One-Year Provisional Medical Staff Privileges for Eric Bradfield, FNP and the extended medical staff privileges for Robert S. Kollen, ER Physician. Treasurer Carson seconded. All approved.

3. Approval of Policy and Procedures Manuals

- a. Policies and Procedures approved by Medical Staff, 01/15/2018
 - 1. Skilled Nursing Facility-History & Physical Exam, physician discharge summary, progress note, physicians orders, Notice of Transfer/discharge
 - 2. Nursing-Tuberculin Skin Test, Omnicell Automated drug dispensing unit usage and documentation, release of body to mortuary, cover pages
 - 3. Physical Therapy-MDS Tracking
 - 4. Medical Records-Credentialing and Cover page

- b. Policies and Procedures approved by Medical Staff, 05/30/2018
 - 1. Skilled Nursing Facility-Rapid Response Code, New P & P format and Antimicrobial Stewardship Program

- c. Policies and Procedures approved by Medical Staff, 07/30/2018.

- 1. Skilled Nursing-Supportive services SNF/Swing Bed, Discharge Summary SNF/Swing Bed, Swing Bed Chart Check, Generic Substitution, Controlled drug distribution, Controlled Substance reports, formulary, biological chemical indications for monitoring steam sterilization, admissions-social services concern/grievance procedure potassium replacement guidelines physical order, acute alcohol withdrawal orders, Elopement wandering prevention, safety devices, elopement incident search assignment, missing resident

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policy audit, bed-hold, transfer and discharge, medication error analysis tool, black box warning drug list 2018, Informed consent.

d. Policies and Procedures approved by Medical Staff, 10/26/2018.

1. Emergency Department
2. Disaster
3. Infection Control

Action: Treasurer Carson moved to approve the Policy and Procedures Manuals with the request of including a matrix with all future Policy and Procedures. Secretary Roper seconded. All approved except Director Fedchenko. Director Fedchenko abstains.

4. Approval of Contracts recommended by the Finance Committee.

- a. Lone Pine Communications Subscription for the Clinic
- b. ADP GLI Infolink
- c. Robert S. Kollen, MD, ER Physician Contract

Action: Secretary Roper moved to approve the contracts recommended by the Finance Committee, Lone Pine Communications, ADP GLI Infolink and Robert Kollen, MD, physician contract. Director Fedchenko seconded. All Approved.

C. CompHealth Contract

Attorney Nave requested to table Item III., C. CompHealth contract. No progress.

D. Tuition Assistance Agreement Template

Attorney Nave gave a brief description of the Tuition assistance agreement template (w/ S. Esparza). The Tuition assistance is an education opportunity for employees. This relates to the employee's job performance.

Brian Cotter, CEO will need to line out the details.

Need to determine the type of courses that qualify and the parameter on price.

Attorney Nave recommends a policy for tuition assistance.

Roxanne Culp, HR stated that there are employees requesting financial help.

Shannon Jimerson, CNO stated that most hospitals offer tuition assistance depending on financial availability.

President Hickman stated that the tuition assistance needs to be part of the budget.

Director Fedchenko stated that it will need to be approved only if it will help and better the hospital and employee. Also, that we need to remember that we are still in bankruptcy.

Secretary Roper suggested that SIHD budget beforehand, a year in advance.

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Treasurer Carson agrees with Secretary Roper and Director Fedchenko.

President Hickman mentioned Relias. Relias provided a CNA recertification program. SIHD no longer subscribed to Relias.

SIHD does not want to lose sight on overall managing of employees. Shannon Jimerson, CNO stated that we can do classes internally by our Director of Staff Development.

Action: Director Fedchenko moved to approve the Tuition Assistance agreement with Stephanie Esparza. Treasurer Carson seconded.

Roll Call-

Director Fedchenko "AYE"

Treasurer Carson "AYE"

President Hickman "AYE"

Secretary Roper "Abstain"

E. Hamblin's Plumbing Parcel Tax Appeal

Director Fedchenko stated that he recalls that the Parcel Tax appeal letter from October 2017. Director Fedchenko attempted to handle and believed that this was credited that year.

President Hickman stated that once a year SIHD needs to review the Parcel Tax rolls. President Hickman went through rolls with Inyo Co. and tried to confirm all on Parcel Tax Rolls (Pro or Con) were correct.

SIHD has to pay a fee when we need to make corrections with Inyo Co.

Attorney Nave reviewed the 2005 Resolution-

A. Upon every parcel of unimproved or improved real property for which the Inyo County Assessor has assigned an assessor's parcel number: Fifty Dollars (\$50.00).

B. Upon every such parcel which is improved with one (1) or more dwelling units: The additional sum of One Hundred Dollars (\$100.00) per dwelling unit.

C. Upon every such parcel upon which is located a commercial business, or which parcel is used for conducting a commercial business, or upon which is located commercial improvements, the additional sum of Five Hundred Dollars (\$500.00).

Action: The Board of Directors directed item III, E Hamblin's Plumbing Parcel Tax Appeal to the Finance Committee to review, make a decision and report it to the proper authorities at the County of Inyo.

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Director Fedchenko moved to approve that Item III, E. be directed to the Finance Committee to review, make decision and report it to the proper authorities at the County of Inyo. Treasurer Carson seconded. All approved.

F. HIM Consultant Contract

Attorney Nave review the HIM (Health Information Management) Consultant Contract with Sally Emery, RHIA. Nave removed info that did not relate to SIHD, nothing in terms of duties.

Chet Beedle stated that having HIM is a state requirement, at least 16 hours the minimum of services.

President Hickman inquired if this contract includes Compliance Officer duties.

Mr. Beedle stated that the scope of work can be more detailed. At no additional charge.

Mr. Beedle stated that Sally Emery has 20 years of experience and is extremely competent.

Action: Director Fedchenko moved to approve the HIM Consultant contract including approved Scope of Services by Attorney Nave. Secretary Roper seconded. All Approved.

G. Omnicare Pharmacy Contract

Shannon Jimerson, CNO provided a brief background of the need for Omnicare Pharmacy. Medications are not being filled on time. Current provider is unable to provide emergency kits. Omnicare carrier will be able to drop off the medications at no charge and can provide emergency kits. Omnicare provides 7 days a week service. There is no charge on carrier portion and Omnicare will bill the insurance direct. Outpatient Revenue would go down. Correctly, there has been med errors, there's timing issues and mileage involved.

Action: Secretary Roper moved to approve item III, G. Omnicare Pharmacy Contract. Treasurer Carson seconded. All approved.

H. Prepaid Credit Card (2) – Emergency and Skilled Nursing Transportation

At times the hospital has situations and skilled nursing transportations that a card is required/needed. For example-Background screening, emergency maintenance issues and fuel for out of town patient transportation.

Need to address who will be in control and who will be handling the card(s).

Mr. Beedle suggests a credit card not a "prepaid" card. The credit card will list all the charges.

Action: Treasurer Carson moved to have the Finance Committee finish out the details on the credit cards. Secretary Roper seconded. All approved.

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The Board also approved that Jeff Sheffield's Reimbursement Request be added to the next Finance Committee Agenda.

I. Discussion of Sale of Accounts Receivable

Chet Beedle reviewed and found that there has not been a collection agency for about 2 years. There's a lot of monies in the AR and no one will pay. Mr. Beedle recommends sale of accounts receivable and recommends anything over 120 or 180 days.

Hickman reintroduced Traci Gilmore who is working in the Business Office. Traci stated that the sale of accounts receivable will be a one-time deal. It would not be a help consultant.

Attorney Nave stated that he is not sure what will be involved in the sell.

Item III, I. was a discussion only. No action made by the Board of Directors.

J. Proposed Time Change to December 11, 2018 Regular Board Meeting

The Dow Villa Mixer is on December 11, 2018. Hickman proposed the Regular Board Meeting for December 11th be rescheduled for between 2:00 or 3:00 pm.

IV. REPORTS

A. Financial Report

Mr. Beedle, Financial Consultant reviewed the Financial Summary report for August 2018 and the Cash flow Budget.

B. CEO Report

C. Medical Staff Report

Shannon Jimerson, CNO reviewed the CEO reports and Medical Staff report. At this time, SIHD is not certified to have Swing Bed. Shannon has been in contact with Nathan with CDPH. Nathan with CDPH needs to determine if the state needs to do a survey. Shannon will continue to follow up on status.

Currently, the Clinic has Renown for Telemed. SIHD doesn't get anything for it. It also takes up staff time. Shannon Jimerson has reached out to UC Davis for Telemed. UC Davis will charge SIHD and SIHD can bill out for services.

Shannon Jimerson mentioned that SIHD will have a new RN in February 2019. There is a travel nurse who would like to join our staff after their contract is up.

V. COMMENTS FROM THE BOARD OF DIRECTORS

President Hickman gave thanks to all involved in the Open House.

President Hickman stated that the Inyo Co. Board of Supervisors approved the request to waive the election fees for Measure J. The total cost was \$12,621.00. SIHD will be sending a letter to the Board of Supervisors.

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Treasurer Carson gave thanks for all the hard work.
Secretary commented on the Open House, stating it was wonderful.

President Hickman stated that there was a hearing scheduled November 29th that was reset for December 19th in regards to taxes with Benzevi.
The next status conference is set for December 12th.

President Hickman mentioned that Boulder Creek will be hosting a Holiday Luncheon on December 13th. All monies benefit the SIH Foundation. Guest are ask to bring a gift for a Skilled Nursing Resident.

The Southern Inyo Hospital foundation received a donation which covered the fee for filing of their 501(C)(3).

VI. CLOSED SESSION

- A. Existing Litigation (Govt Code 54956.9): Chapter 9 Bankruptcy
- B. Personnel: CEO Evaluation

VII. CLOSED SESSION REPORT

The Council and the Board discussed the Chapter 9 Bankruptcy and CEO Evaluation. No action was made by the Board of Directors.

VIII. ADJOURNMENT

The meeting adjourned at 7:20 p.m.

President or Secretary of the Board

Date

Regular Board Meeting Minutes November 13, 2018

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BOARD OF DIRECTORS MEETING

November 13, 2018

Southern Inyo Healthcare District



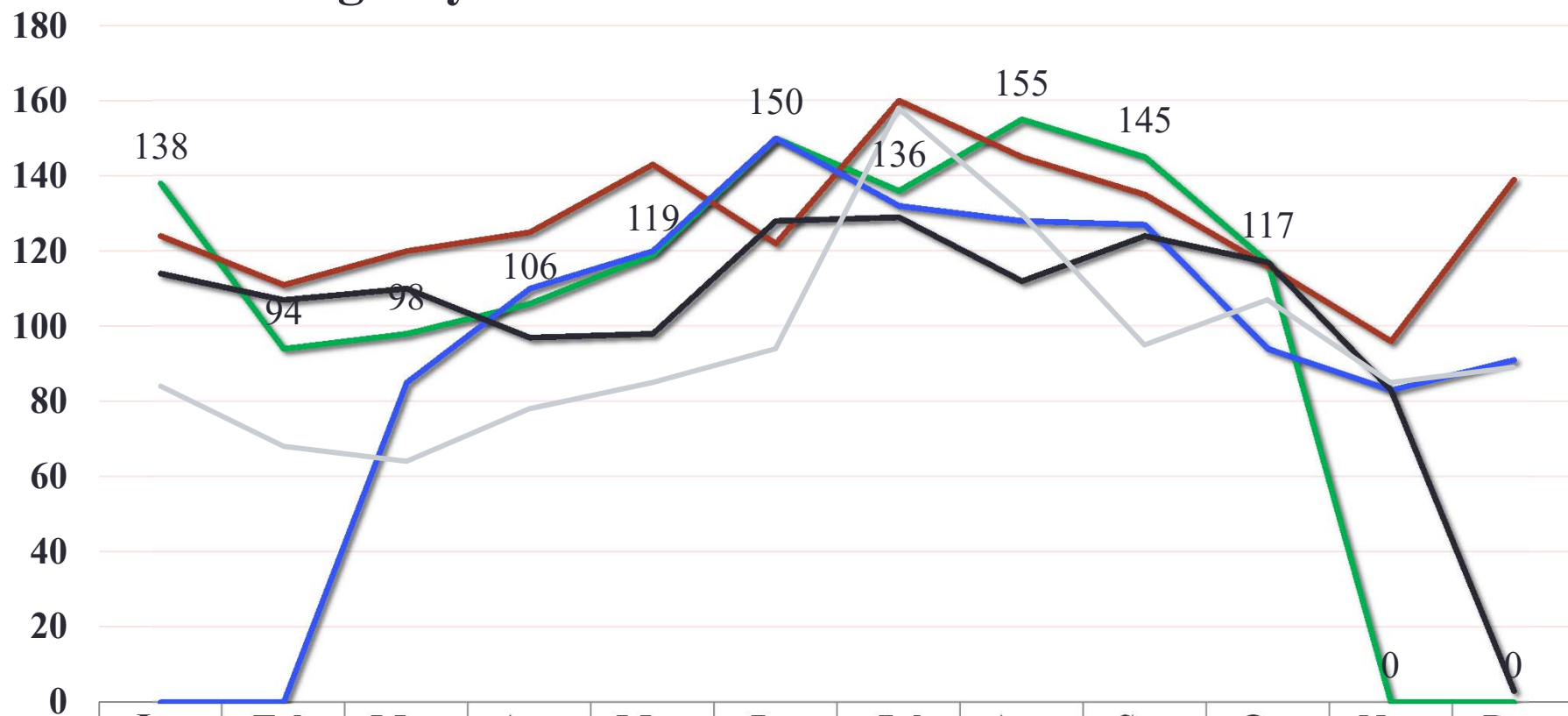
Emergency Room Volume

Average Visits Per Day

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	4.46	3.36	3.17	3.54	3.84	5	4.39	5	4.83	3.78		
2017	4.4	3.9	3.8	4.2	4.6	4.1	5.2	4.7	4.5	3.7	3.2	4.49
2016	-	-	2.7	3.7	3.9	5.0	4.3	4.1	4.1	3.0	2.8	2.9
2015	3.7	3.8	3.5	3.2	3.2	4.3	4.2	3.6	4.1	3.8	2.8	0.1
2014	2.7	2.4	2.1	2.6	2.7	3.1	5.1	4.2	3.2	3.5	2.8	2.9
2013	2.9	2.4	2.5	2.2	2.8	3.3	3.4	3.0	3.3	2.0	2.3	2.1
2012	2.7	2.9	2.7	3.5	3.2	4.2	3.8	3.9	3.2	3.0	2.7	2.9



Emergency Room Volume – Visits Per Month

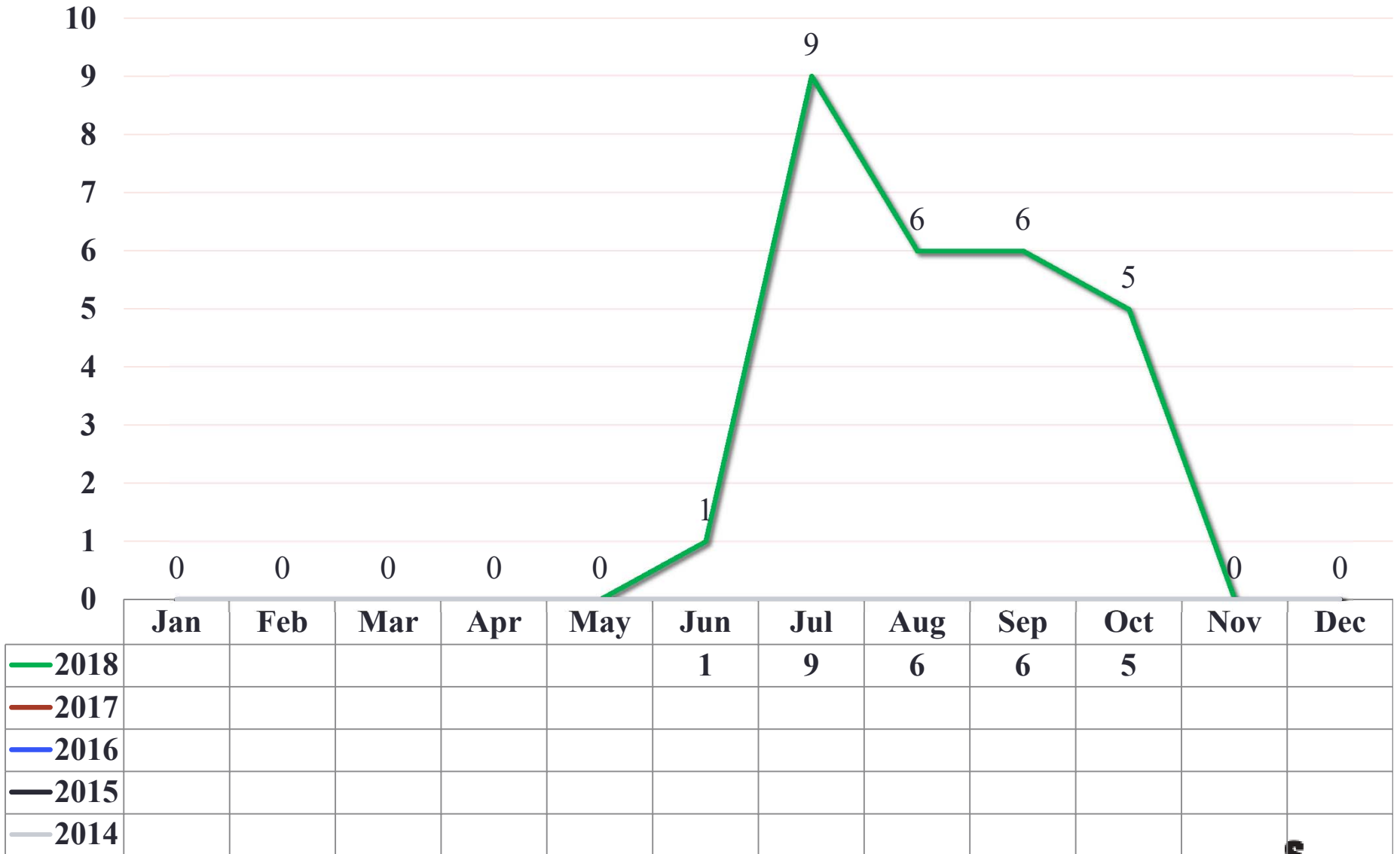


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2018	138	94	98	106	119	150	136	155	145	117		
—2017	124	111	120	125	143	122	160	145	135	116	96	139
—2016	-	-	85	110	120	150	132	128	127	94	83	91
—2015	114	107	110	97	98	128	129	112	124	117	83	3
—2014	84	68	64	78	85	94	158	130	95	107	85	89

—2018 —2017 —2016 —2015 —2014



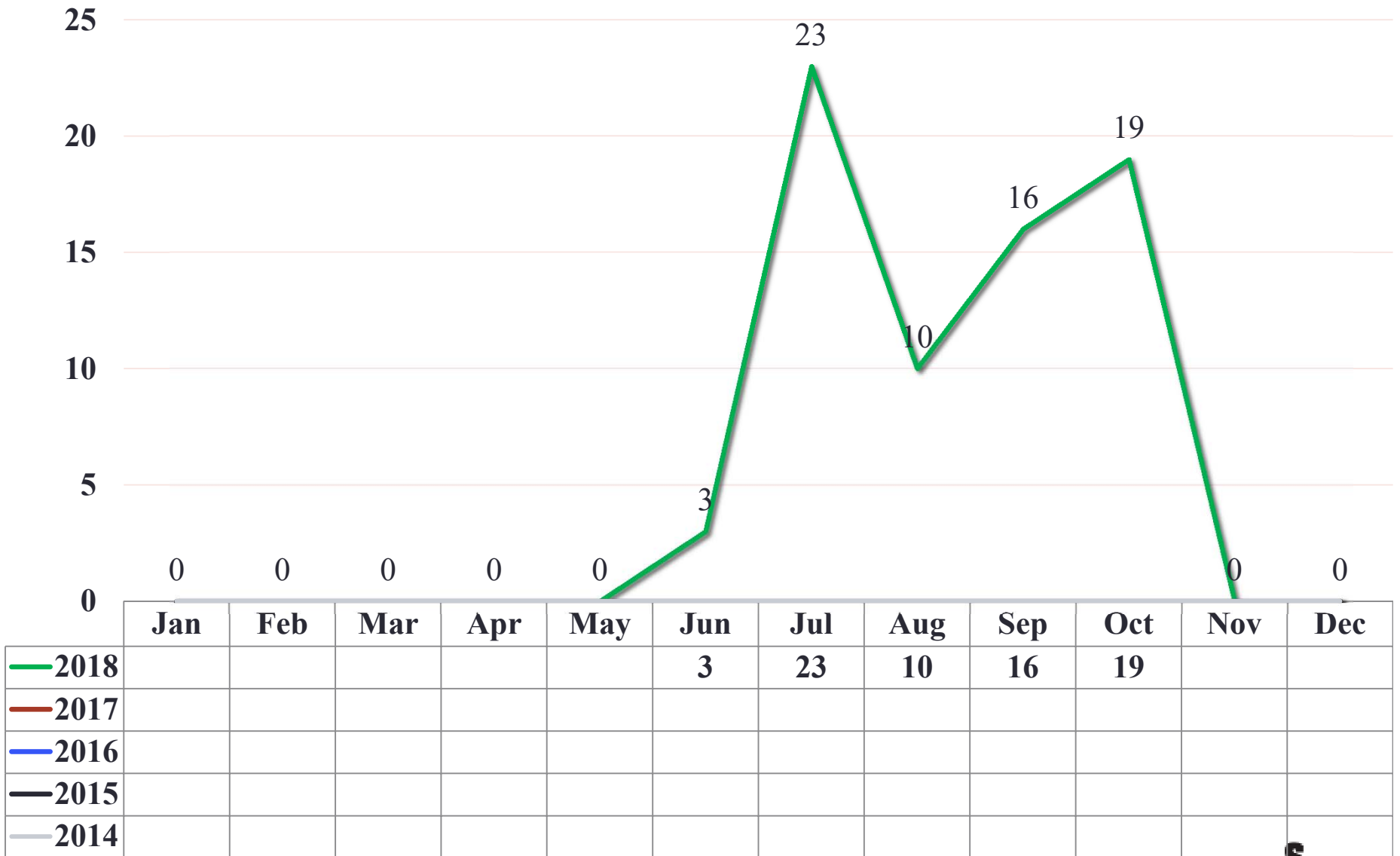
Acute & Swing Room – Patients Per Month



— 2018
 — 2017
 — 2016
 — 2015
 — 2014



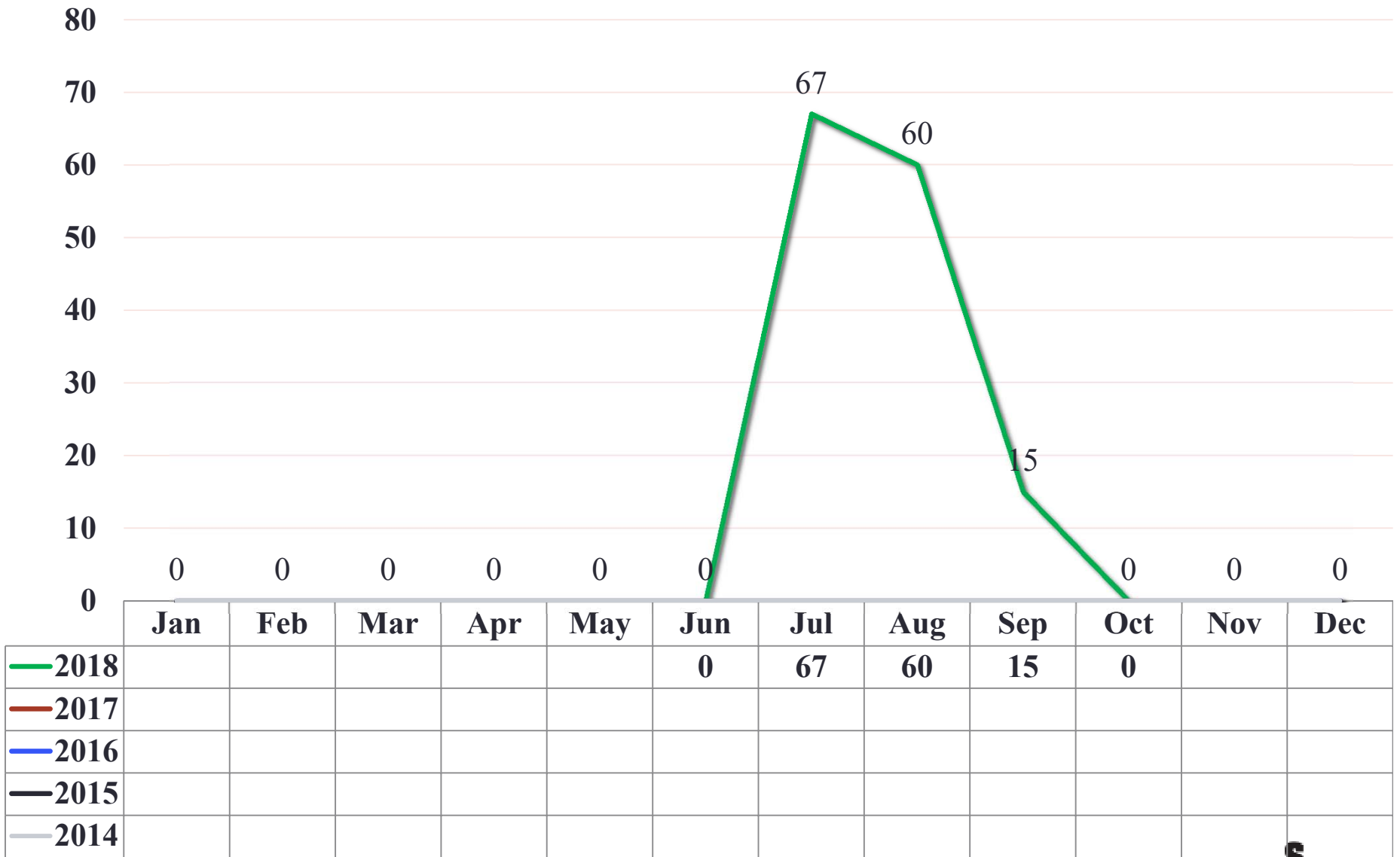
Acute Room – Total Days in Acute



— 2018
 — 2017
 — 2016
 — 2015
 — 2014



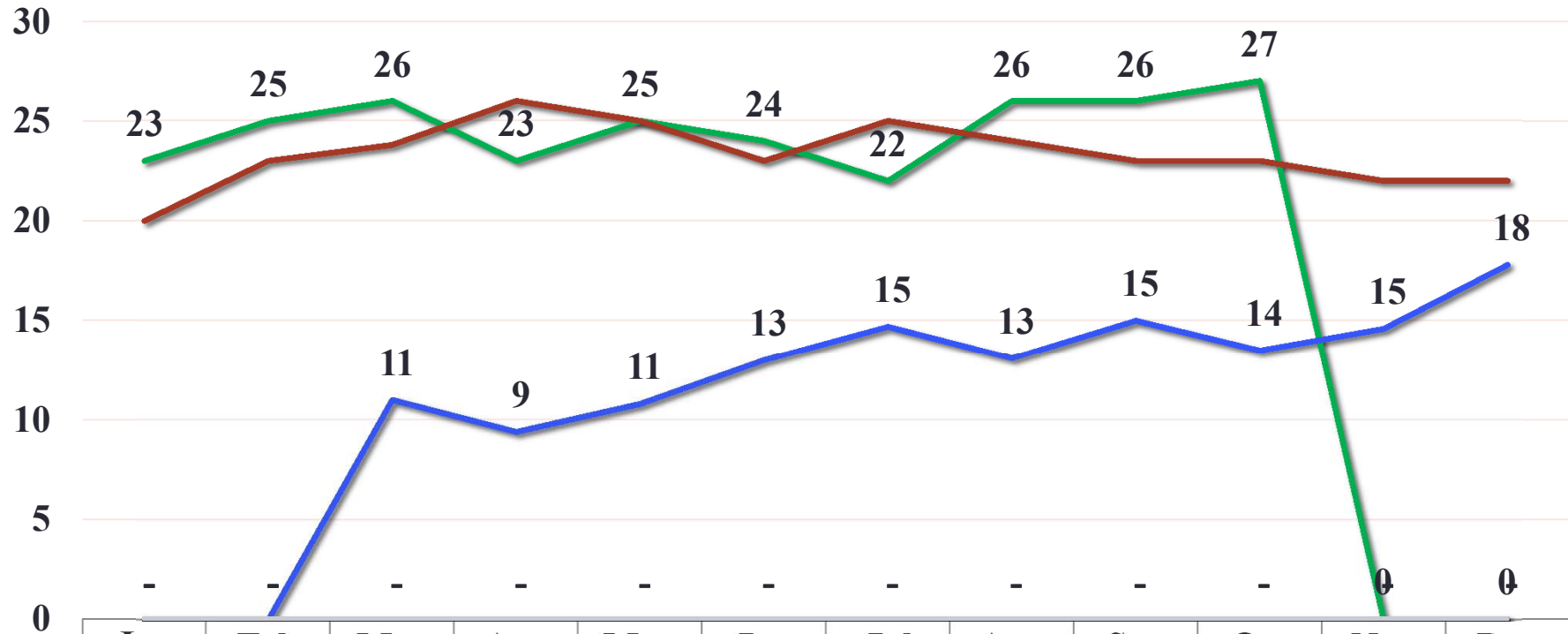
Swing Bed Room – Total Days in Swing Bed



— 2018
 — 2017
 — 2016
 — 2015
 — 2014



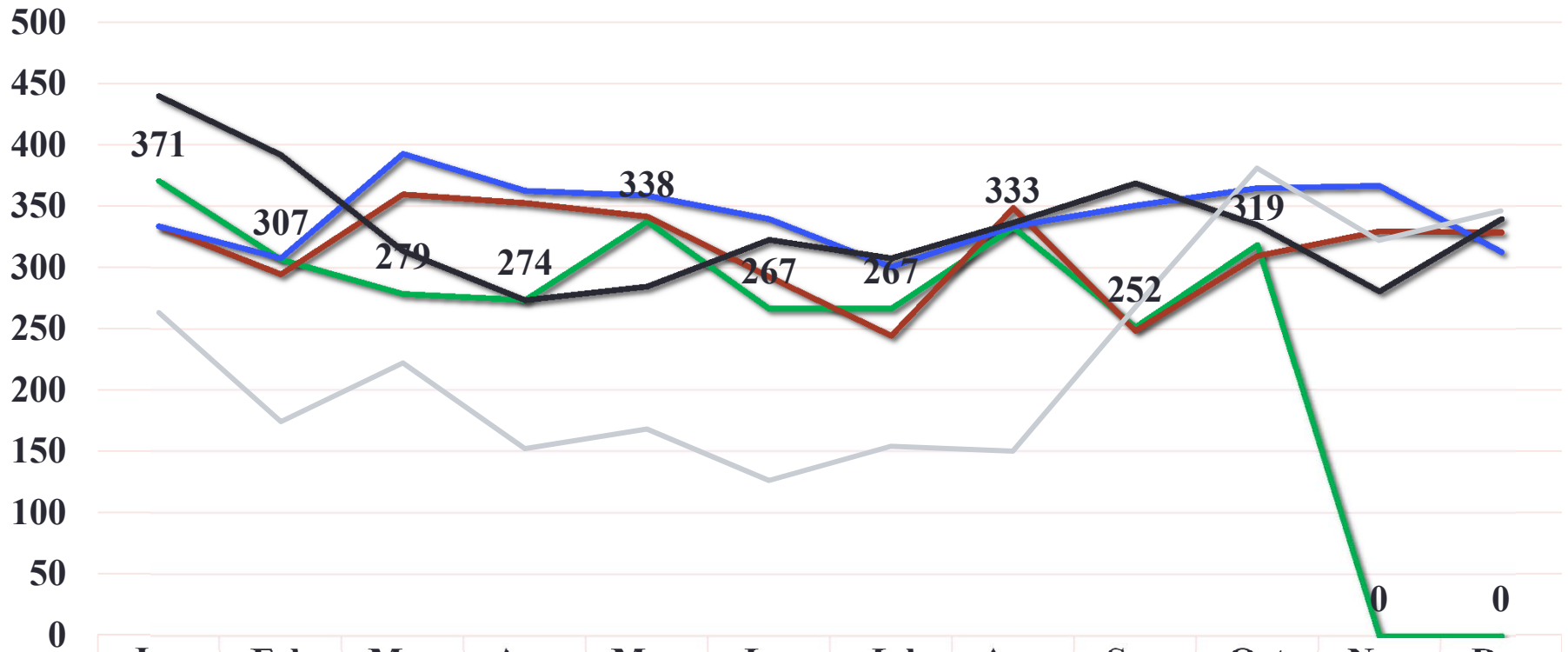
Skilled Nursing Facility Volumes – Monthly Census



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
— 2018	23	25	26	23	25	24	22	26	26	27		
— 2017	20	23	24	26	25	23	25	24	23	23	22	22
— 2016	-	-	11	9	11	13	15	13	15	14	15	18
— 2015	-	-	-	-	-	-	-	-	-	-	-	-
— 2014	-	-	-	-	-	-	-	-	-	-	-	-



SIHD Rural Clinic Volumes – Visits Per Month

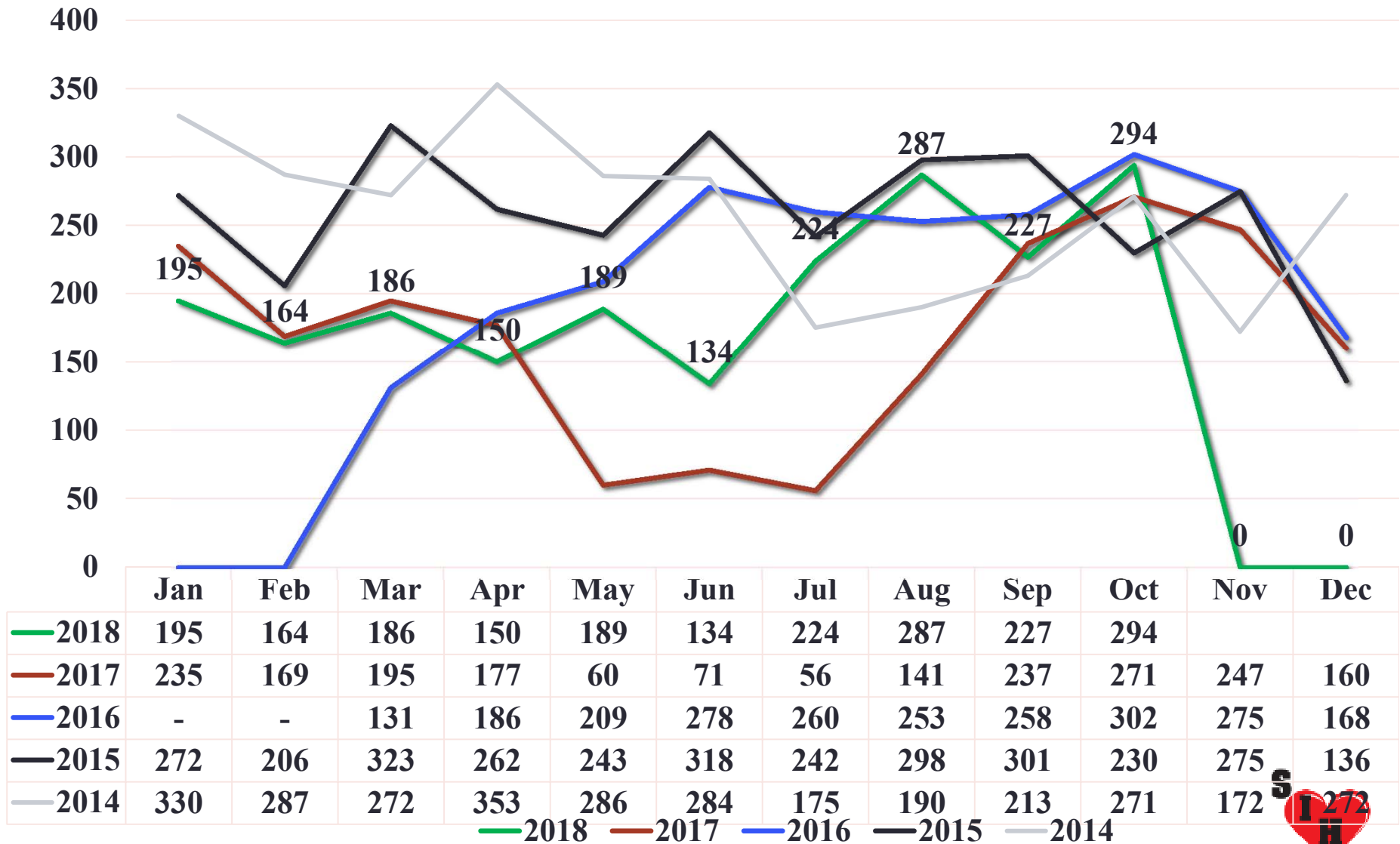


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2018	371	307	279	274	338	267	267	333	252	319		
—2017	334	295	360	353	342	293	245	349	249	310	330	329
—2016	334	308	393	363	359	340	301	334	351	365	367	313
—2015	440	392	314	274	285	323	308	337	369	335	281	340
—2014	263	174	222	152	168	126	154	150	267	381	322	346

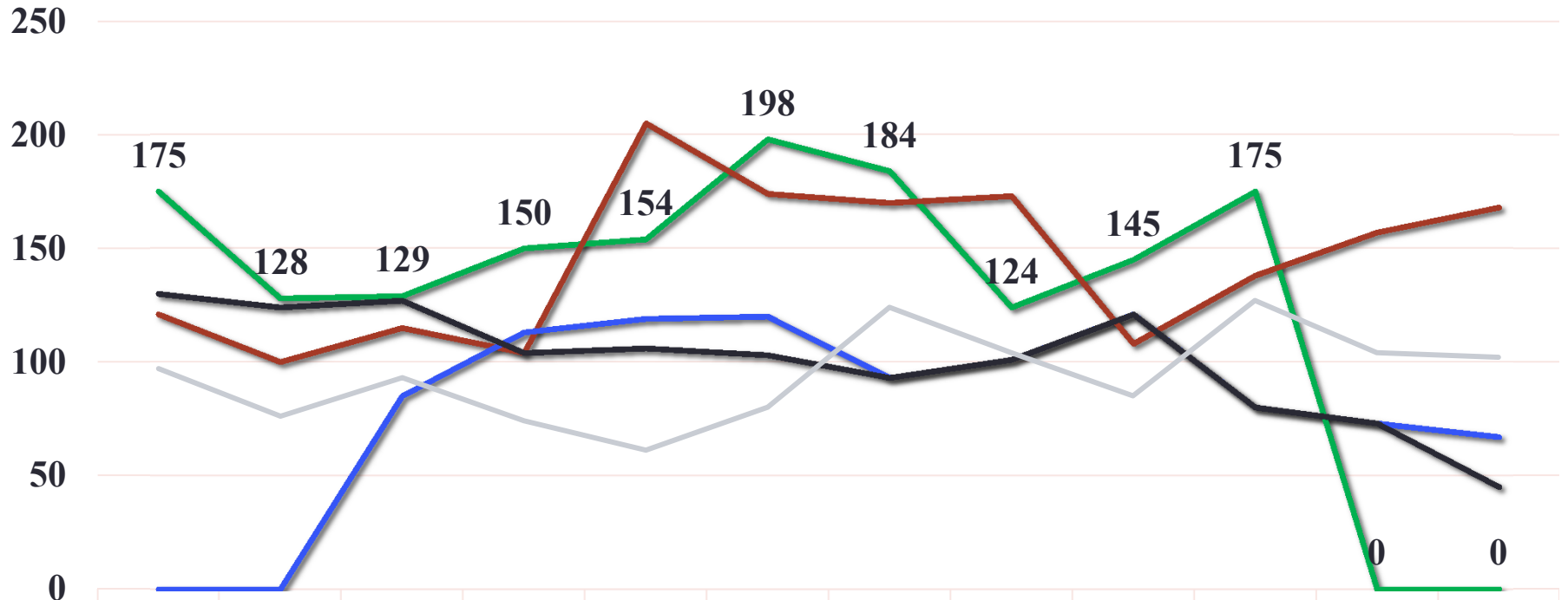
—2018 —2017 —2016 —2015 —2014



Physical Therapy Volumes



X Ray Volumes – Visits-Exams Per Month

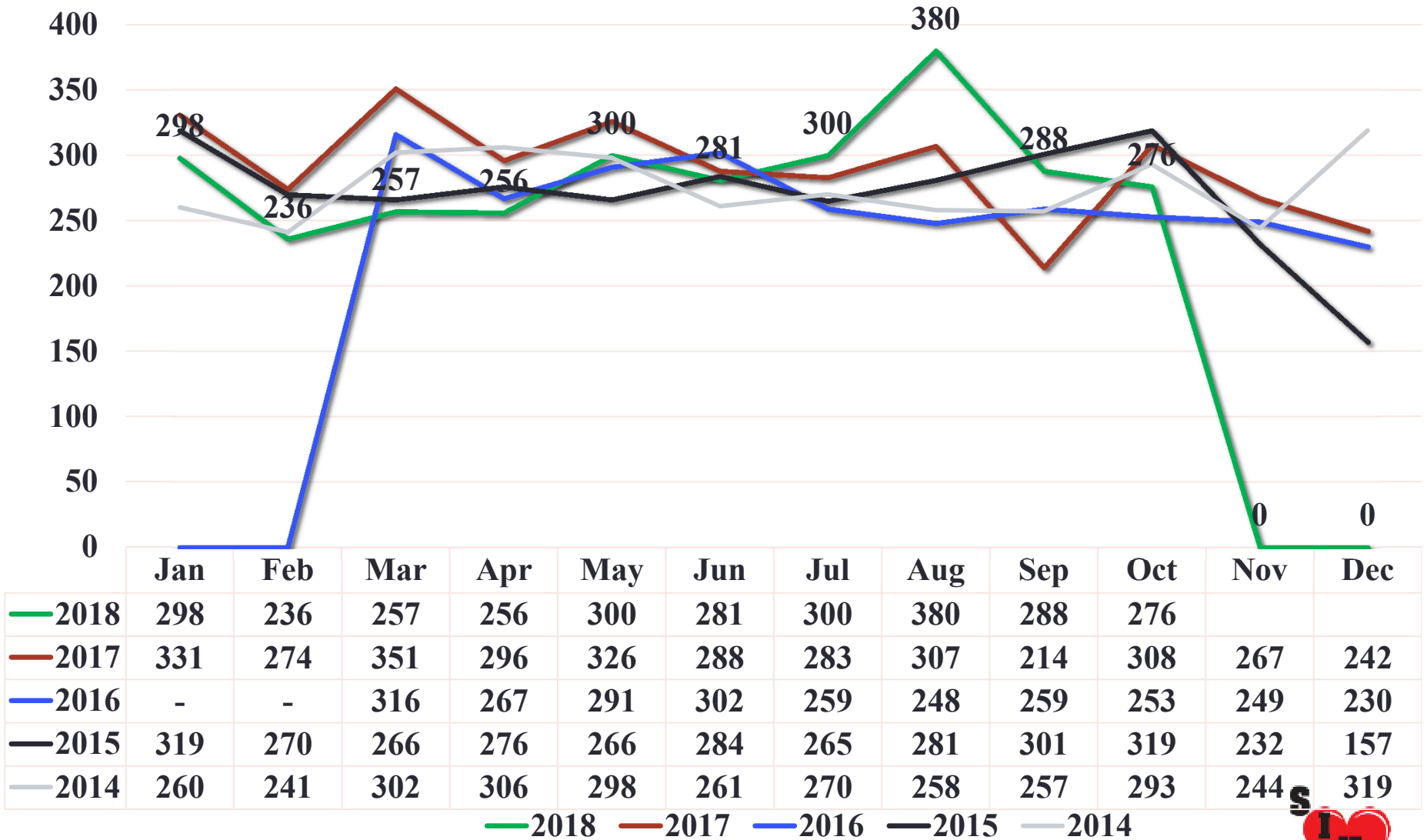


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2018	175	128	129	150	154	198	184	124	145	175		
—2017	121	100	115	104	205	174	170	173	108	138	157	168
—2016	-	-	85	113	119	120	93	101	121	80	73	67
—2015	130	124	127	104	106	103	93	101	121	80	73	45
—2014	97	76	93	74	61	80	124	104	85	127	104	102

—2018
 —2017
 —2016
 —2015
 —2014



Laboratory Volumes



—2018 —2017 —2016 —2015 —2014



SOUTHERN INYO HEALTHCARE DISTRICT

EXECUTIVE FINANCIAL SUMMARY

Two Months Ended August 31, 2018

BALANCE SHEET

	8/31/2018	6/30/2017
ASSETS		
Current Assets	\$5,085,683	\$3,992,671
Assets Whose Use is Limited	17,783	19,256
Property, Plant and Equipment (Net)	0	(0)
Other Assets	0	0
Total Unrestricted Assets	5,103,466	4,011,927
Restricted Assets	0	0
Total Assets	\$5,103,466	\$4,011,927
LIABILITIES AND NET ASSETS		
Current Liabilities	\$3,490,840	\$3,610,299
Long-Term Debt	(0)	(15,800)
Other Long-Term Liabilities	2,042,618	966,818
Total Liabilities	5,533,458	4,561,317
Net Assets	(429,993)	316,559
Total Liabilities and Net Assets	\$5,103,465	\$4,877,876

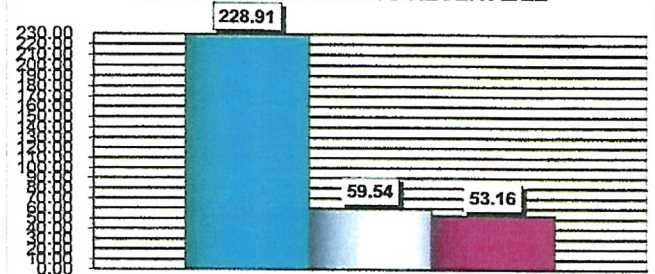
STATEMENT OF REVENUE AND EXPENSES - YTD

	ACTUAL	BUDGET
Revenue:		
Gross Patient Revenues	\$2,098,046	\$1,908,388
Deductions From Revenue	(586,484)	(968,316)
Net Patient Revenues	1,511,562	940,072
Other Operating Revenue	217,504	62,375
Total Operating Revenues	1,729,067	1,002,447
Expenses:		
Salaries, Benefits & Contract Labor	896,086	770,869
Purchased Services & Physician Fees	254,821	103,122
Supply Expenses	22,421	13,259
Other Operating Expenses	561,471	139,261
Bad Debt Expense	0	0
Depreciation & Interest Expense	55,346	60,642
Total Expenses	1,790,145	1,087,153
NET OPERATING SURPLUS	(61,078)	(84,707)
Non-Operating Revenue/(Expenses)	119,985	52,113
TOTAL NET SURPLUS	\$58,907	(\$32,593)

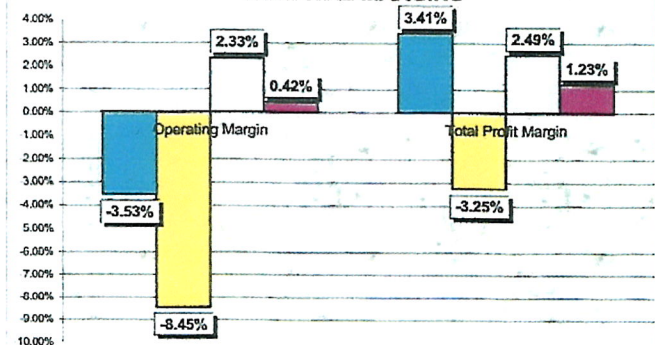
KEY STATISTICS AND RATIOS - YTD

	ACTUAL	BUDGET
Total Acute Patient Days	23	4
Average Acute Length of Stay	2.6	0.7
Total Emergency Room Visits	264	302
Outpatient Visits	596	510
Total Surgeries	0	0
Total Worked FTE's	123.12	115.20
Total Paid FTE's	135.40	121.15
Productivity Index	0.9434	1.0000
EBITDA - YTD	-0.95%	-3.42%
Current Ratio	1.46	
Days Expense in Accounts Payable	360.27	

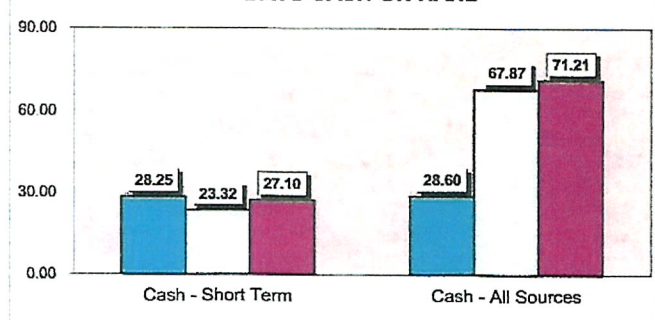
NET DAYS IN ACCOUNTS RECEIVABLE



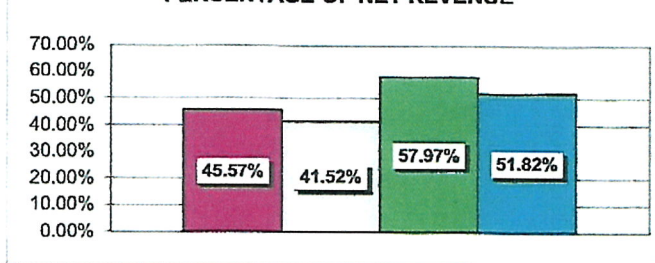
HOSPITAL MARGINS



DAYS CASH ON HAND



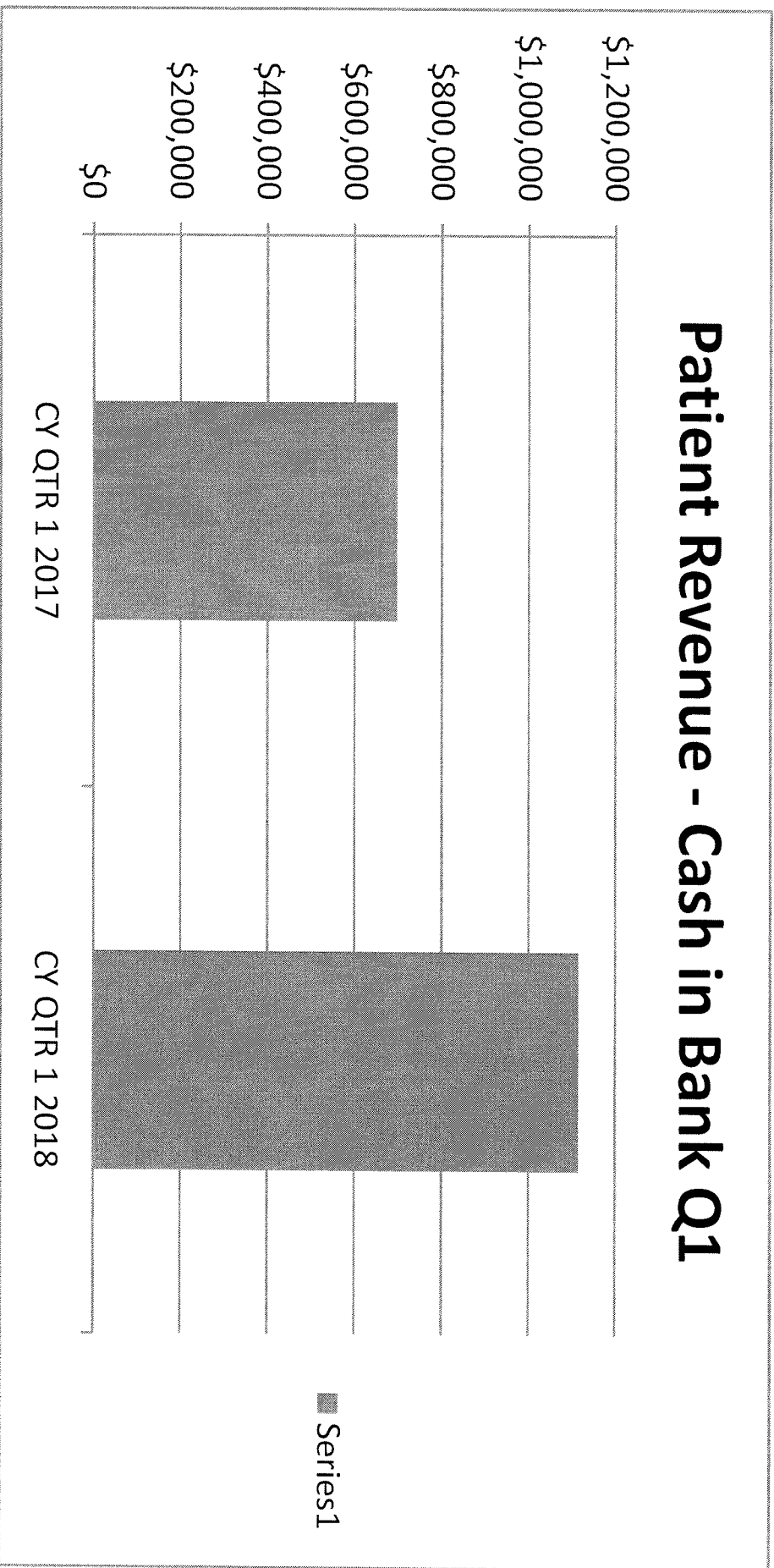
SALARY AND BENEFIT EXPENSE AS A PERCENTAGE OF NET REVENUE



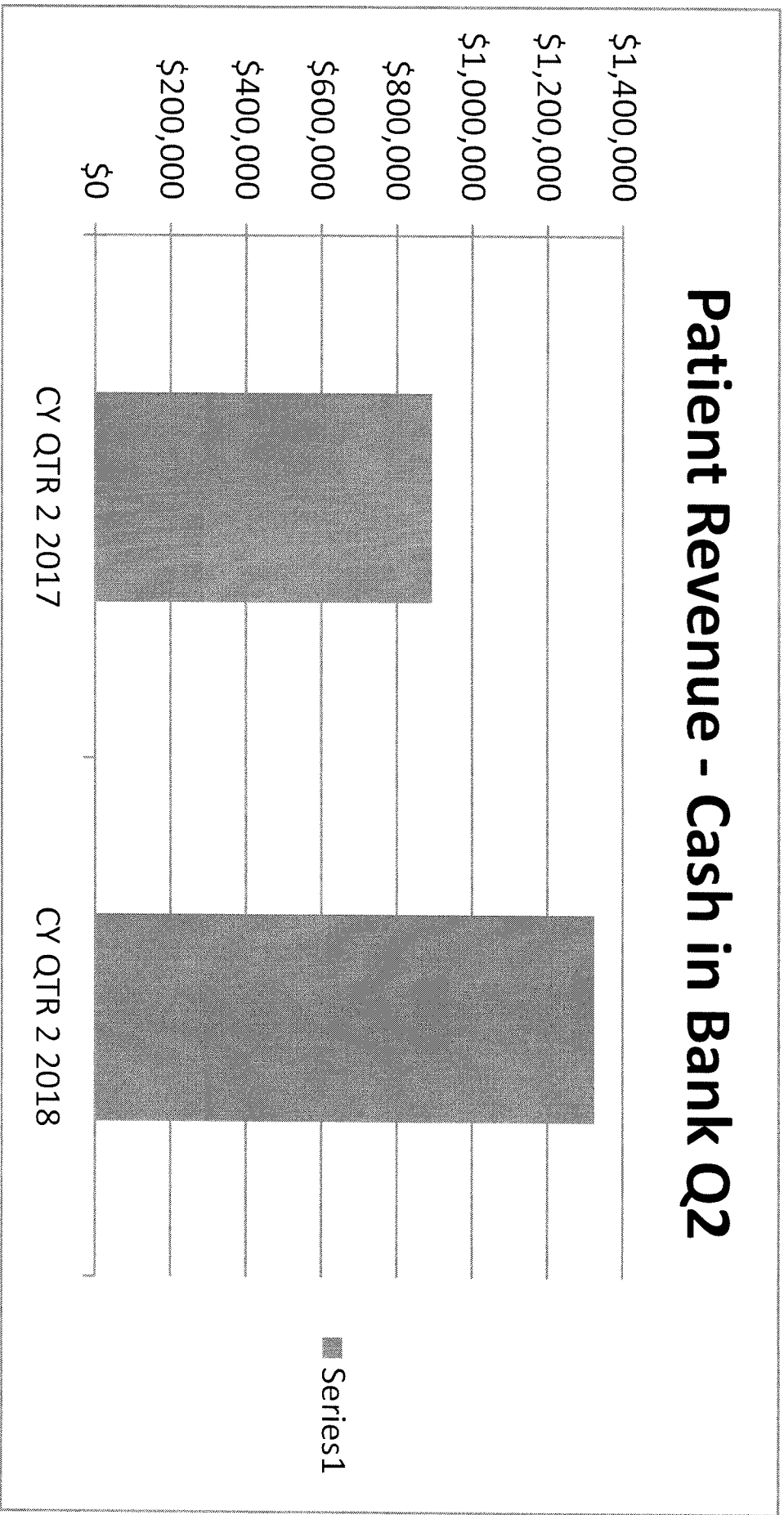
SOUTHERN INYO HEALTHCARE DISTRICT	
Budget	08/31/18
California	Hospitals
CAH Hospitals	Rural
Prior Fiscal Year End	06/30/17

FINANCIAL STRENGTH INDEX -		(0.12)
Excellent -	Greater than 3.0	Good - 3.0 to 0.0
Fair -	0.0 to (2.0)	Poor - Less than (2.0)

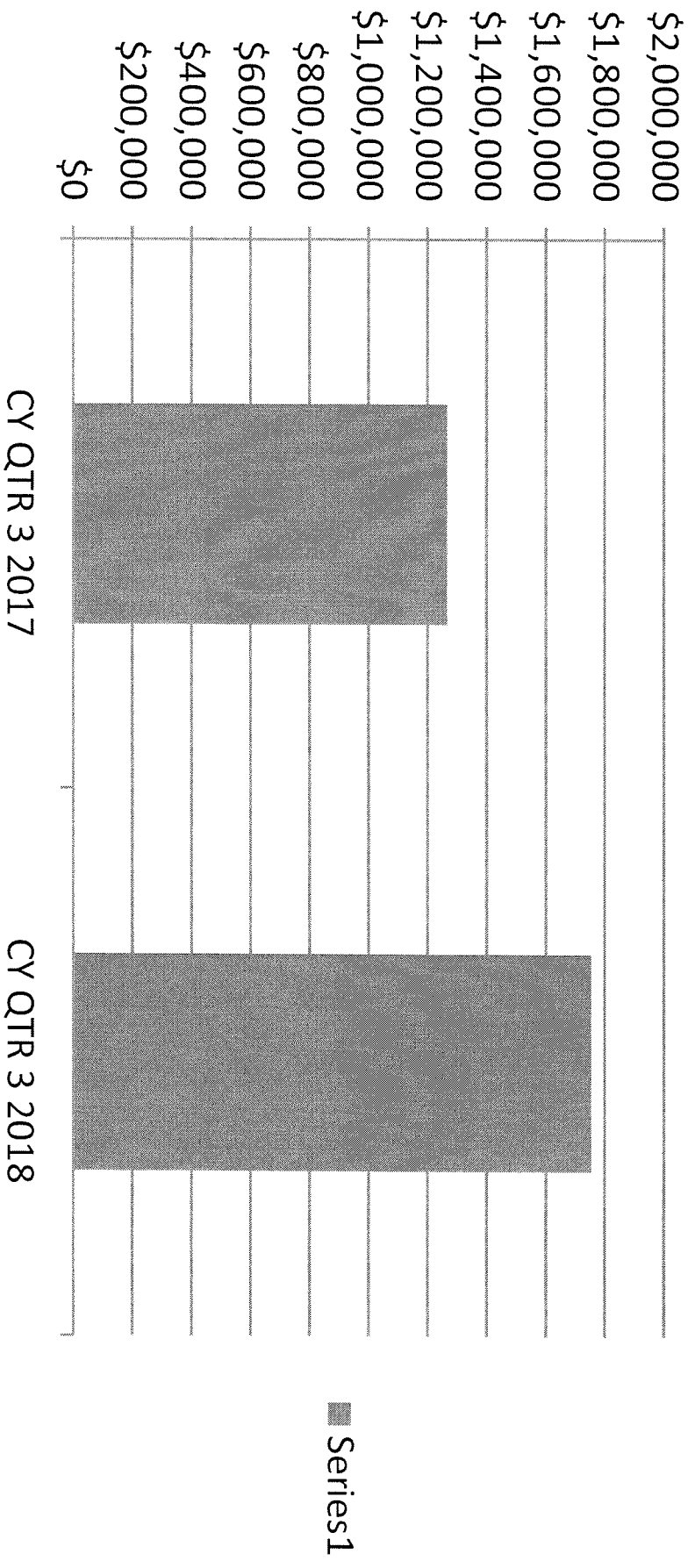
Patient Revenue - Cash in Bank Q1



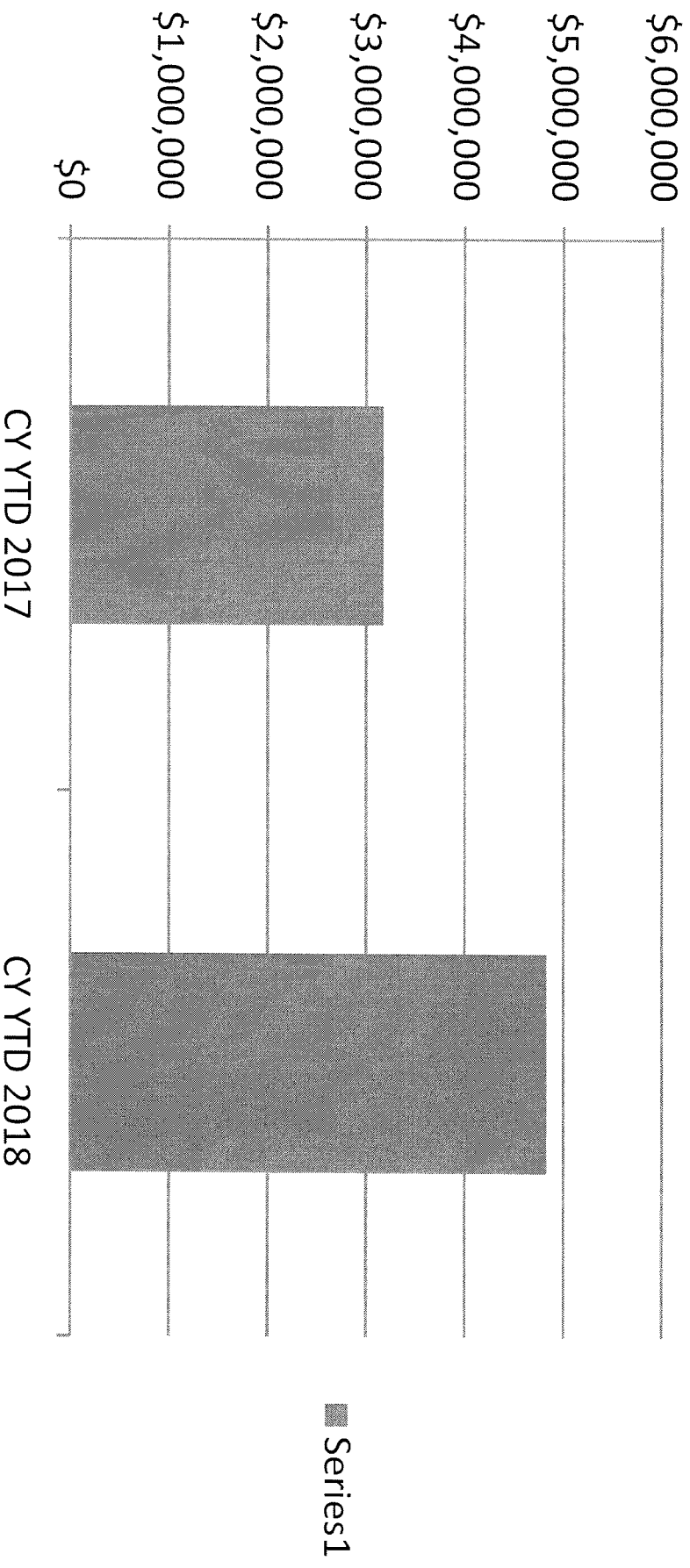
Patient Revenue - Cash in Bank Q2



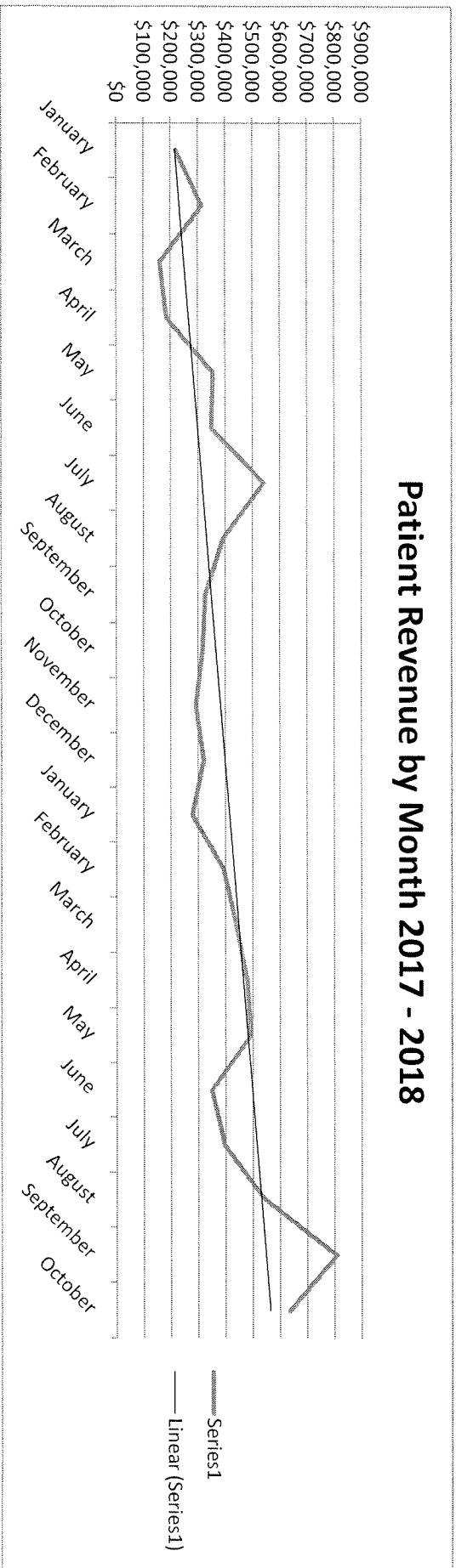
Patient Revenue - Cash in Bank Q3



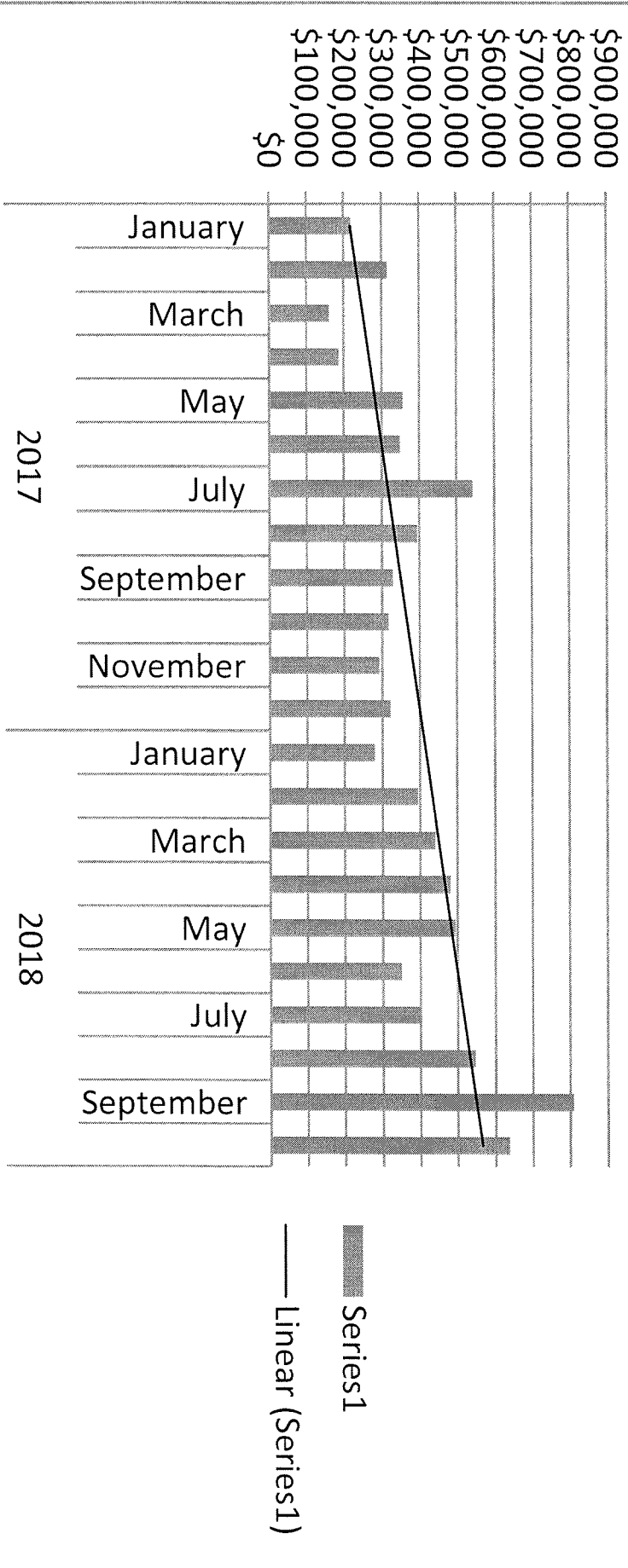
Patient Revenue - Cash in Bank YTD



Patient Revenue by Month 2017 - 2018



Patient Revenue by Month 2017 - 2018



SOUTHERN INYO HEALTHCARE DISTRICT

Special Meeting of the Board of Directors Minutes

Date: Monday, December 3, 2018

Time: 1:00 p.m.

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

PRESENT

Jaque Hickman, President
Charles Carson, Treasurer
Richard Fedchenko, Director

ABSENT

Mark Lacey, Vice President
Carma Roper, Secretary

OTHERS

Vicki Torix, Medical Records

I. CALL TO ORDER

The meeting was called to order at 1:21 p.m.

Treasurer Carson moved to approve the agenda. Director Fedchenko seconded.
All Approved.

II. BUSINESS ITEMS

A. Consent Agenda

1. Approval of the Physician Privileges

- a. **Stephen Fine, LMFT**, One Year Extended Medical Staff Privileges
- b. **Edward Mescher, MD**, Two Year Extended Medical Staff Privileges

Vicki Torix gave a brief breakdown of the request for Medical Staff privileges for Stephen Fine. She does not believe that Stephen Fine needs Medical Staff Privileges because he is a therapist. Torix wants to move forward with the Medical Staff Privileges for Fine to avoid error. Torix will contact Compliance Officer to confirm.

Board of Directors:

Jaqueline Hickman
President

Mark Lacey
Vice President

Carma Roper
Secretary

Charles Carson
Treasurer

Richard Fedchenko
Director

Fine is an employee and is insured as a SIHD employee (Under umbrella).
Human Resources would do the credentialing.

Director Fedchenko asked if there was any information in Bylaws. Torix stated that Bylaws are not in detail.

Torix mentioned that she will need to add categories on the Medical Staff Categories list due to Telemedicine.

Action: Director Fedchenko moved to break the Consent Agenda to Item II, 1 and 2. Director Fedchenko moved to give extended medical staff privileges to Stephen Fine, LMFT from 10/10/2018-12/12/2018. Medical Staff Privileges for Stephen Fine will need to be discussed at the next Regular Board Meeting.

Roll Call-
Director Fedchenko "AYE"
Treasurer Carson "AYE"
President Hickman "AYE"

All Approved.

Director Fedchenko moved to approve the two year extended medical staff privileges for Edward Mescher, MD. Treasurer Carson seconded. All approved.

III. **ADJOURNMENT**

The meeting was adjourned at 1:35 p.m.

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



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
Accepted by American Business Machines
X
X

CUSTOMER SIGNATURE

AUTHORIZED SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

#REF!

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 Healthcare District (“**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. Except for Provider's current Chapter 9 bankruptcy, case # 99-16515, United States Bankruptcy Court, 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 Healthcare District
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 HEALTHCARE
DISTRICT**

**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. **UCDH will provide a signed physician attestation time sheet on a monthly basis to support the consultation and psychotropic review committee meeting/teleconference hours billed to Provider. Provider will be responsible for full payment for specialty clinic time reserved, if cancellation is not received within 15 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 Healthcare District** (“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 HEATHCARE DISTRICT

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



BROKERAGE AGREEMENT FOR PHYSICIAN LOCUM TENENS COVERAGE

This Brokerage Agreement for Physician Locum Tenens Coverage (“Agreement”) by and between Southern Inyo Hospital (“Client”), with its principal place of business located at 501 E Locust Street, Lone Pine, CA 93545 , and CompHealth (“CompHealth”), with its principal place of business located at 7259 South Bingham Junction Blvd., Midvale, UT 84047 (collectively the “Parties” and each individually a “Party”) is hereby entered into, made and effective as of July 14, 2018 (“Effective Date”).

1. INTENT OF AGREEMENT

Client is in need of physician locum tenens staffing services. CompHealth is a locum tenens staffing company. By this Agreement, the Parties intend that CompHealth may present physicians whose specialty is Emergency Medicine (“Physician(s)”) to provide clinical services to Client on a temporary basis (“Physician Coverage”) for the time periods requested by Client (“Assignment(s)”). This Agreement describes the relationship between the Parties with respect to Physician Coverage. This Agreement is limited to Assignments for the specialty listed above.

2. DUTIES OF COMPHEALTH

2.A Arrangement of Assignments. In response to Client’s request for Physician Coverage and subject to availability, CompHealth may present Physicians to Client for consideration. Client has the right to reject any Physician so presented. Client may request an unlimited number of Assignments hereunder. Upon Client’s verbal acceptance of a Physician, the requested Assignment shall be binding upon Client.

2.B Licensure, Credentialing. CompHealth shall have no responsibility to credential any Physician and shall not be responsible for verifying licensure. Credentialing and licensure verification shall be the sole responsibility of the Client. CompHealth makes no guarantee regarding any Physician and specifically disclaims the same.

3. DUTIES OF CLIENT

3.A Client to Furnish Equipment and Supplies, Privileges. Client acknowledges and agrees that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters and that CompHealth does not direct, control nor have any responsibility for such matters. Client shall be responsible to provide each Physician with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards. Client will use all commercially reasonable efforts to complete Physician’s privileges at Client’s worksite prior to the Assignment start date. Client is responsible for the costs associated with obtaining privileges for each Physician who furnishes Physician Coverage hereunder.

3.B Practice Standards. Client shall comply with all applicable Joint Commission standards (if so accredited), OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. Client is responsible for informing Physicians of Client policies and procedures, including Joint Commission standards, if so accredited.

3.C Housing & Travel Arrangements. For each Assignment CompHealth shall make arrangements for and provide: a) reasonable living accommodations to include standard amenities; b) reasonable round trip transportation to and from the Assignment; and c) local transportation, to include reimbursement for gasoline for rented automobiles (“Travel and Housing”). Client agrees to reimburse CompHealth for the cost of Travel and Housing.

3.D Risk Management. Client agrees to cooperate with CompHealth’s reasonable risk management and quality assurance activities. The obligations of this Paragraph 3.D shall survive termination or expiration of this Agreement.

3.E Physicians as Independent Contractors or Employees of Client. Each Physician shall be an independent contractor or employee of Client. Client shall be solely responsible for compensating Physicians directly and shall reach a direct agreement with each Physician furnished hereunder for the same. CompHealth shall have no liability for compensating Physicians and Client agrees to indemnify CompHealth from and against any claim brought by Physician against CompHealth regarding Client’s failure to compensate Physician for Physician Coverage furnished hereunder.

3.F Professional Liability Insurance and Licensure. Client shall provide professional liability insurance coverage for each Physician while on Assignment with Client to cover all incidents which may occur during the Assignment, regardless of when a claim is made, in limits of \$1,000,000 per incident and \$3,000,000 in the aggregate or such other limits as may be required by law. Physician shall be named an additional insured on said policy(ies). Client shall also be responsible for enrolling the Physician under any mandatory state patient compensation or medical professional liability funds. Client shall provide CompHealth and Physician with a certificate of insurance evidencing such coverage and, if applicable, evidence of Physician’s enrollment under a mandatory state patient compensation or medical professional liability funds. If such insurance is on a claims made basis, Client shall be responsible for procuring and maintaining at its cost adequate tail coverage for Physician. Client further agrees to indemnify and hold CompHealth harmless from any liability resulting from the acts or omissions of Physician while on Assignment with Client. The obligations of the Paragraph 3.F shall survive any termination of this Agreement.

4. FEES

4.A Fees. Client shall pay CompHealth fees (“Fee(s)”) for Physician Coverage as specified below (“Fee Schedule”):

\$25	Hourly	Brokerage	Fee	
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4.B Prepayment. CompHealth reserves the right to require pre-payment during the Term of this Agreement if, in its sole discretion, Client’s credit and payment history warrant doing so. CompHealth will bill actual charges and reconcile those charges against any pre-payments made by Client. Upon reconciliation should a credit balance result, CompHealth will, at its discretion, either refund the difference or apply the credit towards Fees and/or Travel and Housing costs related to Assignment(s) scheduled hereunder.

4.C Invoicing. Fees are invoiced bi-weekly. Fees are determined based upon Physician’s work record. Invoices will include Housing and Travel charges incurred, if applicable. It is understood that Travel and Housing charges may not appear on invoices immediately after the charges have been incurred and will instead appear when CompHealth is billed for these charges by its vendors. Client agrees to pay all applicable sales, excise and gross receipts type taxes and/or reimburse CompHealth for such taxes. Payment for each two-week period is due within fifteen (15) days after the date of invoice.

4.D Holiday Premium. Client agrees to pay a premium (in addition to Fees) of one-half of the daily or hourly rate as established by the Fee Schedule (“Premium”) for New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas (“Holiday(s)”). If no Physician Coverage is furnished on a Holiday, only the Premium shall be charged (as well as any Travel and Housing due).

5. TERM, CANCELLATION AND REMOVAL OF PHYSICIAN

5.A Cancellation of an Assignment. For all Assignments for which verbal acceptance of a Physician has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon receipt. If Client provides less than thirty (30) days notice of cancellation Client shall be responsible as liquidated damages but not as a penalty for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (“Damages”). Client shall also be responsible for payment of other actual fees and charges that may result from cancellation of an Assignment, including but not limited to Travel and Housing costs (“Costs”) in addition to any Fees for Physician Coverage actually performed. If an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also “Damages”) as well as Costs that may result from cancellation as described in this Paragraph 5.A.

5.B Removal of Physician for Reasons Relating to Competence. Should Client determine that a Physician must be removed from an Assignment for reasons related to demonstrated professional incompetence at any time during the Assignment, Client may terminate the Assignment immediately and shall communicate to CompHealth the reason for the removal.

5.C Inability to Fill Requests for Physician Coverage. CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Physician has been verbally accepted by Client shall be binding upon CompHealth. If a Physician for a binding Assignment cancels, CompHealth shall exercise best efforts to present a replacement Physician but shall have no other liability.

5.D Term and Termination of Agreement. The term of this Agreement (“Term”) shall begin on the Effective Date and continue for a period of one (1) year. Either Party may terminate this Agreement or any Assignment with thirty (30) days notice, subject to Paragraph 5.A above. Termination by Client must be in writing. In the event of Client’s failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement. The obligation to pay monies due under this Agreement shall survive termination.

6. CONTRACT BUYOUT

6.A Client Offer of Position to Physician. Client agrees that should it, or any third party introduced to Physician by Client (when the introduction has been made for the purpose of enabling the third party to recruit Physician for Work or when the third party is a facility to whom Client has furnished Physician’s services), offer Work (as defined below) to any Physician introduced to Client by CompHealth for a period of two years after the first date of introduction to Client or, if Physician has furnished Physician Coverage for Client, for a period of two years after the last day of Physician’s last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a contract buyout fee (“Contract Buyout Fee”) in the amount of \$30,000.00 per Physician so hired or engaged, regardless of whether or not that Physician actually performed work for Client through CompHealth. The decision to offer a Physician Work hereunder shall exclusively be Client’s or the third party’s, as applicable, and CompHealth shall bear no liability for Client’s or a third Party’s hiring decision. This Paragraph 6.A shall survive termination of this Agreement.

6.B Client Notification of Previous Knowledge of Physician. Client must inform CompHealth in writing within two business days if any Physician presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

6.C Contract Buyout Fee Payment Terms. Client shall notify CompHealth at least thirty (30) days in advance of offering Work (as defined below) to any Physician. If a Physician accepts Work, the Contract Buyout Fee must be paid in full prior to the first day the Physician performs services in the new position. Fees shall be assessed for Physician Coverage up to the date the Contract Buyout Fee is paid. Once the Contract Buyout Fee is paid for any Physician under this Agreement, CompHealth shall not assess further Fees for that Physician except for Client's obligation to reimburse CompHealth for outstanding Travel and Housing costs, if any.

6.D Definition of Work. For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company, medical group or other entity.

7. STANDARDS OF SERVICE

7.A Medicare and Medicaid Fraud Representation. Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, Client represents that to the best of its reasonable knowledge its physicians and staff, hereinafter collectively "Staff" are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. If an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement.

7.B Availability of Books and Records. To assist Client in verification of Medicare and Medicaid reimbursable costs, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

8. GENERAL

8.A Interest and Attorney's Fees. Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred in connection with collection efforts to enforce this Agreement. Client agrees to pay interest at a rate of 1-1/2 percent per month on any unpaid balance, or the maximum interest rate allowed by law.

8.B Entire Agreement. This Agreement contains the entire agreement between CompHealth and Client relating to Physician Coverage as herein arranged. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Physician Coverage. All amendments to this Agreement must be in writing and signed by both Parties.

8.C Notices. For all notices required hereunder, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

8.D Severability, Successors, Discrimination, Governing Law. If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any individual on the basis of race, age, gender or gender identity, disability, religion, national origin, military/veteran status, pregnancy, sexual orientation, or any other classification protected by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. Each Party hereto irrevocably submits and consents to the exclusive jurisdiction of the state or federal courts located in Salt Lake County, Utah with respect to any matter, controversy, or dispute arising out of or related to this Agreement. The Parties further agree that venue for any legal proceeding arising out of or related to this Agreement shall be located in the state or federal courts located in Salt Lake County, Utah.

8.E Counterparts; Facsimile or Electronic Signature Deemed Original. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signature to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

8.F Limitation of Liability. In no event shall either Party be liable for any indirect, exemplary, incidental, special, punitive or consequential damages (including damages to business reputation, lost business or lost profits) however caused, arising from or relating to the Agreement or any breach hereof, even if that Party has been advised of the possibility or likelihood of such damages. It is understood and agreed that "Costs" and "Damages" as defined and described in Paragraph 5.A shall not be considered indirect, exemplary, incidental, special, punitive or consequential damages.

8.H Additional Terms or Purchase Orders. The terms and conditions of any purchase order or other document issued by Client in connection with this Agreement and which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding upon CompHealth and shall not be deemed to modify this Agreement unless the same is executed by CompHealth and Client by a duly authorized representative.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing Brokerage Agreement for Physician Locum Tenens Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

SOUTHERN INYO HOSPITAL

COMPHEALTH

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Federal Tax I.D.#

JDE# 113778

©Copyright 2017 CHG Management, Inc.

HEALTH CARE LA, IPA
P.O. BOX 570590
TARZANA, CA 91357

RETURN SERVICE REQUESTED

Payment Date: 11/17/2018
Payment Number:
Payment Amount: \$0.00



**SOUTHERN INYO HOSPITAL
PO BOX 1009
LONE PINE CA 93545-1009**

Get Paid Faster!

Register now with Payspan® to receive your HEALTH CARE LA, IPA's payments electronically as EFT (direct deposit to your bank account). HEALTH CARE LA, IPA, Managed by MedPOINT Management, has engaged Payspan's claim reimbursement service to accelerate and simplify payments to providers while reducing reliance on inefficient paper processes.

This free service provides:

- Self-service access to payment history to over 700 health plans
- Tools to ease reconciliation and view EOP
- Free mailbox to route your remittance to clearinghouses or billing agencies

To register, please visit www.payspanhealth.com.

Please be sure to have the Registration Code and PIN, listed below, when you are ready to register. The registration Code and PIN are required to create a Payspan Health account. Have your bank account number and routing number ready when registering. To automatically register all plans to pay via EFT click the box on the Account Set Up screen labeled "Assign future payments paid to your TIN to this receiving account."

Registration Code: EZEL7HRX
PIN: HCLA_956005450

If you need additional assistance, please access the Payspan help page at www.payspanhealth.com/nps/Support/Index or contact Payspan via email at providersupport@payspanhealth.com or by phone at 877-331-7154, Option 1.

November 27, 2018

Get Started with EnrollHub to Receive Electronic Payments from Blue Shield of California

Dear Participating Provider,

You are receiving this email because you are processing a high volume of claims from Blue Shield of California and are not being paid electronically with electronic funds transfer (EFT) and electronic remittance advice (ERA).

Blue Shield providers are required to receive payments electronically. That's why Blue Shield is committed to helping you switch from paper checks to getting paid electronically, with EFT and ERA.

Your provider organization can use EnrollHub to enroll in electronic payments with multiple payers, eliminating redundant paper forms and saving administrative time.

The benefits include:

- No cost to you
- Full control of your secure account. Only you can make changes to your enrollment(s)
- Reduced processing costs and improved workflow

Get started with EnrollHub to receive electronic payments from Blue Shield. Review EnrollHub [videos](#) and the frequently asked questions ([FAQ](#)) or call the Council for Affordable Quality Healthcare (CAQH) Help Desk at (844) 815-9763.

Please click the link below to add Blue Shield today and comply with Blue Shield's electronic payment requirements.

Enroll Now

T10294 (11-27-18)

Policy for Southern Inyo Healthcare District Credit Card:

- The credit card will be physically locked in the AP office.
- The Governing Board will authorize users of the credit card.
- All credit card purchases will be for official healthcare district use only; no personal use of the credit card is permitted.
- All credit card purchases will be pre-authorized by two members of the hospital that are authorized by the Governing Board.
- All credit card purchases shall be reconciled using the receipt and monthly credit card statement prior to the 10th day of the following month.
- Credit card utilization and reconciliation shall be presented to the Finance Committee on a monthly basis by the CFO.
- The credit card utilization and reconciliation shall be subject to audit at any time by the Governing Board.
- Requesting amount up to \$5,000.00.
- Limit on authorization for individual purchases-

Medasend Biomedical Service Agreement

This agreement for Medasend Biomedical services is entered into with Southern Inyo Hospital
 (Customer Name) and Medasend Biomedical, Inc. on this 7th day of the month of June, 2018.

Full Name

Southern Inyo Hospital

Service Address

501 E Locust St

PO Box 1009

City

Lone Pine

State

CA

Zip Code

93545

Phone Number

(760) 876-1146

Ext.

Fax Number

Email Address

bcotter@SIHO.org

Billing Address (if different than service address)

Same

City

State

Zip Code

Waste Type Generated

Medical Dental Exp. Pharm (\$ _____) Path (\$ _____) Chemo (\$ _____)

Hours of Operation

M _____ T _____ W _____ Th _____ F _____ S _____ S _____ Lunch Hrs _____

Notes

HR and Compliance Training. \$1,250 per month 5 Star Program

Pick-ups Per Year

104

52

24

12 (monthly)


Other _____

Includes portal - based bloodborne pathogen - electronic OSHA manual – 4 safety training meetings - for up to 10 employees

1. Customer agrees to pay Medasend the sum of \$ 1250.00 per month
2. Includes: 30 pounds of medical waste per pickup. Weight above 30lbs. at pickup will be charged \$0.85 per pound. I.E. CDPH Code 118280(d)(1).
3. Fee of \$95.00 includes: set-up of compliance portal, administrative, tub and red bag costs, account maintenance and compliance assessment. Fee of \$35 will be billed for each additional tub.

Customer agrees that they have read all of the terms and conditions of this agreement. By signing below, Customer agrees to comply with Medasend's terms and conditions as well as the automatic payment provisions as noted below.

- The effective start date will be 6/7/2018

Client	Medasend Biomedical, Inc.
By typing your full name into this field below, you agree that it serves as your electronic signature, binding you to this contract and that you are the authorized signer: <i>Brian Cotter</i>	
Date <u>6-8-18</u>	Service Representative Name DS



Payment Method

ACH (Automatic Check / Debit) - Please provide copy of voided check in the amount

Bank Name <i>EI Dorado Savings Bank</i>	Routing Number (9 digits) <i>321170978</i>	Checking Account Number <i>2430075106</i>
Credit Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX		
Name (as it appears on card)		
Credit Card #	Expiration Date ____/____	Security Code
Card Billing Address	City	State Zip Code

Medasend Biomedical Service Agreement

4. Additional charges also apply for: Expired Pharmaceuticals, Pathology, Trace Chemotherapy, Fixer, Developer, Lead, Amalgam, Vapo-Steril or Hazardous RCRA Waste Services.
5. In the event that emergency or unscheduled service is requested by Customer, additional charges will be assessed, due, and payable upon presentation/request. Customer is responsible for and shall pay any additional fees, charges, taxes or assessments imposed by any county, state or federal agency in connection with the disposal or collection of the Substances. 1.5% collection fees are to be paid to Medasend for any past billing.
6. Monthly billing is processed on Client's authorized Credit Card or ACH (Automatic Check / Debit) for services rendered.
7. The length of this agreement is thirty-six (36) months from the date of execution. A) This agreement will automatically renew every 36 months unless terminated early (see #8 below). B) Medasend reserves the right to increase the contract price at any time, with 30 day notice, reflecting increasing operational costs beyond the company's control.
8. "Early Termination Notice": Customer may cancel this Agreement at any time upon sixty (60) days prior written notice to Medasend. The cancellation fee is equal to six (6) months of monthly service charges or \$500, whichever is greater. The 60 days notice must be given to Medasend before each 36 month renewal term.

This Agreement shall be governed by, and in accordance with the laws of the State of California.

9. Medasend bears significant cost to set-up and maintain compliance and training portals. All compliance materials and information, such as OSHA manual, portal and training classes furnished to Client by Medasend are property of Medasend Biomedical Inc. and specifically licensed to Clients' & offices, practices, clinics, corporations and hospitals under individual agreement only. Compliance materials, proprietary usernames and passwords for online compliance material access are for the private use of the Client and not to be shared, copied, or resold, whether for personal or commercial purposes. Use of compliance training service and materials requires this service agreement to be in effect. In addition, Client is required to return all materials to Medasend; failing to do so will result in Client being charged for the materials.
10. Customer agrees that this contract, whether signed electronically or by hand, legally binds them to this service agreement, regardless of transmission method.

Notes	

Initials: _____

Send signed service agreement and payment to:
 Medasend Biomedical, Inc.
 11258 Monarch Street - Garden Grove, CA 92841

WASTE ACCEPTANCE POLICY

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces exposure to employees or the public. DOT(49 CFR 173.197) states all packages of regulated medical waste be prepared for transport in containers meeting: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) No tearing or bursting; 5) sealed to prevent leakage; and 6) puncture resistant. All regulated medical waste must be accompanied by a properly completed shipping document (49 CFR 172.202).

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Medasend employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any container weighing 70 pounds or more will not be serviced. Any non-conforming waste identified in route to or at a Medasend location may be returned to the generator for proper packaging or disposal. Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

ACCEPTED WASTE

- Sharps - Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires. May contain bloodborne pathogens.
- Regulated Medical Waste, Clinical Waste or Infectious Medical Waste (Red Bag Waste).
- Dental waste including fixer developer, contact and non-contact amalgam products, traps, sludge and empty amalgam containers, mercury-containing dental waste
- Hazardous Waste accepted via a subcontractor

ACCEPTED WASTE FOR INCINERATION

- Trace Chemotherapy Waste - RCRA Empty drug vials, syringes/needles, spill kits, IV tubing/bags, contaminated gloves and/or gowns, and oncology waste.
- Pathological Waste – Human/animal body parts, organs, tissues and surgical specimen (No formaldehyde)
- Non-RCRA Pharmaceuticals

ACCEPTED WASTE: VIA SUBCONTRACTOR

- RCRA Hazardous Waste: Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents and reagents
- Hazardous Waste - Drums or other containers with a hazard warning symbol, batteries and other heavy metals
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials
- Human Remains: Cadavers
- Bulk Chemotherapy Waste
- Compressed Gas Cylinders, Canisters, inhalers or aerosol cans
- Any mercury containing material or devices - Any mercury thermometers, Sphygmomanometers or lab or medical devices

Initial as Read _____



Medasend Biomedical Service Agreement

This agreement for Medasend Biomedical services is entered into with Southern Inyo Hospital
 (Customer Name) and Medasend Biomedical, Inc. on this day of the month of July, 2018.

Full Name

Southern Inyo Hospital

Service Address

501 E Locust St

City

Lone Pine

State

CA

Zip Code

93545

Phone Number

(760) 876-1146

Ext.

Fax Number

Email Address

Billing Address (if different than service address)

Same

City

State

Zip Code

Waste Type Generated

Medical Dental Exp. Pharm (\$ 3.50/lb) Path (\$) Chemo (\$)

Hours of Operation

M 24/7 T W Th F S S Lunch Hrs

Notes

Includes 100lbs of medical waste per pick up. Weight over 100lbs at pick up will be charged \$0.85 per pound. Pharm waste will be charged \$3.50/lb starting with pound one.

Pick-ups Per Year

104 52 24 12 (monthly) Other

Includes portal - based bloodborne pathogen - electronic OSHA manual – 4 safety training meetings - for up to 10 employees

1. Customer agrees to pay Medasend the sum of \$ 1475.00 per month
2. ~~Includes: 30 pounds of medical waste per pickup. Weight above 30lbs. at pick up will be charged \$0.85 per pound. I.E. CDPH Code 118280(d)(1).~~
3. ~~Fee of \$95.00 includes: set-up of compliance portal, administrative, tub and red bag costs, account maintenance and compliance assessment. Fee of \$35 will be billed for each additional tub.~~

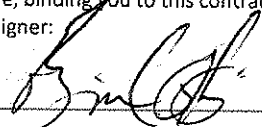
Customer agrees that they have read all of the terms and conditions of this agreement. By signing below, Customer agrees to comply with Medasend's terms and conditions as well as the automatic payment provisions as noted below.

- The effective start date will be July 2018

Client

Medasend Biomedical, Inc.

By typing your full name into this field below, you agree that it serves as your electronic signature, binding you to this contract and that you are the authorized signer:

Brian Cotter 



Date

6-21-18

Service Representative Name

DS



Payment Method

ACH (Automatic Check / Debit) - Please provide copy of voided check in the amount

Bank Name	Routing Number (9 digits)	Checking Account Number
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Credit Card Type: Visa MasterCard Discover AMEX

Name (as it appears on card)

Credit Card #	Expiration Date	Security Code
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Card Billing Address	City	State	Zip Code
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Medasend Biomedical Service Agreement

4. Additional charges also apply for: Expired Pharmaceuticals, Pathology, Trace Chemotherapy, Fixer, Developer, Lead, Amalgam, Vapo-Steril or Hazardous RCRA Waste Services.

5. In the event that emergency or unscheduled service is requested by Customer, additional charges will be assessed, due, and payable upon presentation/request. Customer is responsible for and shall pay any additional fees, charges, taxes or assessments imposed by any county, state or federal agency in connection with the disposal or collection of the Substances. 1.5% collection fees are to be paid to Medasend for any past billing.

6. Monthly billing is processed on Client's authorized Credit Card or ACH (Automatic Check / Debit) for services rendered.

7. The length of this agreement is thirty-six (36) months from the date of execution. A) This agreement will automatically renew every 36 months unless terminated early (see #8 below). B) Medasend reserves the right to increase the contract price at any time, with 30 day notice, reflecting increasing operational costs beyond the company's control.

8. "Early Termination Notice": Customer may cancel this Agreement at any time upon sixty (60) days prior written notice to Medasend. The cancellation fee is equal to six (6) months of monthly service charges or \$500, whichever is greater. The 60 days notice must be given to Medasend before each 36 month renewal term.

This Agreement shall be governed by, and in accordance with the laws of the State of California.

9. Medasend bears significant cost to set-up and maintain compliance and training portals. All compliance materials and information, such as OSHA manual, portal and training classes furnished to Client by Medasend are property of Medasend Biomedical Inc. and specifically licensed to Clients' & offices, practices, clinics, corporations and hospitals under individual agreement only. Compliance materials, proprietary usernames and passwords for online compliance material access are for the private use of the Client and not to be shared, copied, or resold, whether for personal or commercial purposes. Use of compliance training service and materials requires this service agreement to be in effect. In addition, Client is required to return all materials to Medasend; failing to do so will result in Client being charged for the materials.

10. Customer agrees that this contract, whether signed electronically or by hand, legally binds them to this service agreement, regardless of transmission method.

Notes

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INITIALS

Initials:

Send signed service agreement and payment to:
 Medasend Biomedical, Inc.
 11258 Monarch Street - Garden Grove, CA 92841

WASTE ACCEPTANCE POLICY

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces exposure to employees or the public. DOT(49 CFR 173.197) states all packages of regulated medical waste be prepared for transport in containers meeting: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) No tearing or bursting; 5) sealed to prevent leakage; and 6) puncture resistant. All regulated medical waste must be accompanied by a properly completed shipping document (49 CFR 172.202).

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Medasend employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any container weighing 70 pounds or more will not be serviced. Any non-conforming waste identified in route to or at a Medasend location may be returned to the generator for proper packaging or disposal. Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

ACCEPTED WASTE

- Sharps - Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires. May contain bloodborne pathogens.
- Regulated Medical Waste, Clinical Waste or Infectious Medical Waste (Red Bag Waste).
- Dental waste including fixer developer, contact and non-contact amalgam products, traps, sludge and empty amalgam containers, mercury-containing dental waste
- Hazardous Waste accepted via a subcontractor

ACCEPTED WASTE FOR INCINERATION

- Trace Chemotherapy Waste - RCRA Empty drug vials, syringes/needles, spill kits, IV tubing/bags, contaminated gloves and/or gowns, and oncology waste.
- Pathological Waste – Human/animal body parts, organs, tissues and surgical specimen (No formaldehyde)
- Non-RCRA Pharmaceuticals

ACCEPTED WASTE: VIA SUBCONTRACTOR

- RCRA Hazardous Waste: Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents and reagents
- Hazardous Waste - Drums or other containers with a hazard warning symbol, batteries and other heavy metals
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials
- Human Remains: Cadavers
- Bulk Chemotherapy Waste
- Compressed Gas Cylinders, Canisters, inhalers or aerosol cans
- Any mercury containing material or devices - Any mercury thermometers, Sphygmomanometers or lab or medical devices

Initial as Read 



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into as of November 1, 2018, by and between Southern Inyo Healthcare District, a California special district ("Hospital"), and Sally Emery, RHIA, an individual ("Consultant"). Hospital and Consultant are sometimes referred to in this Agreement individually as a "Party" or, collectively, as the "Parties."

RECITALS

A. Hospital owns and operates an acute care hospital and clinic located in Lone Pine, California.

B. Hospital desires to engage Consultant as an independent contractor to provide certain administrative services as set forth in this Agreement.

TERMS

ARTICLE I. CONSULTANT'S OBLIGATIONS

1.1 **Services.** Consultant shall provide to Hospital specified consulting services, including health information management ("HIM"), medical records practices, coding methodology, and compliance practices ("Compliance") ("Services"), upon the terms and subject to the conditions set forth in this Agreement.

1.2 **Time Commitment.** Consultant shall devote appropriate time to effectively provide the Services Consultant will be in attendance on-site or by phone at all Board compliance meetings.

1.3 **Personal Services.** Consultant shall be solely responsible for performing the Services and fulfilling the terms of this Agreement.

1.4 **Performance Standards.** Consultant shall perform the Services in accordance with Hospital policies and rules.

1.5 **Code of Conduct.** Consultant hereby agrees to be subject to Hospital's Code of Conduct and ethics rules.

1.6 **Use of Space.** Consultant shall not use any part of the space of the Hospital as a private office, but only for the provision of the Services, as needed, or in an emergency or with Hospital's prior written consent. Hospital will provide Consultant with the temporary use of space when Consultant is on site and computer access both on site and remotely.

1.7 **Representations and Warranties by Consultant.** Consultant represents and warrants that Consultant has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program or state equivalent and Consultant has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude.

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ARTICLE II. COMPENSATION

2.1 Compensation. In exchange for Consultant's provision of the Services, Hospital shall compensate Consultant fifty dollars (\$50) per hour ("Compensation Due"). Hospital shall pay the Compensation Due by the fifteenth (15th) business day of the following month.

2.2 IRS Form W-9, upon execution of this Agreement, Consultant shall furnish a completed and executed copy of IRS Form W-9 that identifies Consultant's taxpayer identification number.

ARTICLE III. INDEMNITY

3.1 Indemnification.

(a) Indemnification by Consultant. Consultant shall indemnify, defend and hold harmless Hospital, its affiliates and their respective directors, officers, employees or agents, from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs, arising out of, resulting from, or relating to: (i) Consultant's failure to comply with the terms of this Agreement; (ii) the negligent operations, acts, or omissions of Consultant or Consultant's employees or agents; or (iii) wages, salaries, employee benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes, withholdings and charges payable by Hospital or any of its affiliates to, or on behalf of, Consultant or any other person employed by or contracted with Consultant.

(b) Indemnification by Hospital. Hospital shall indemnify, defend and hold harmless Consultant from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs, arising out of, resulting from, or relating to: (i) Hospital's failure to comply with the terms of this Agreement or (ii) the negligent acts or omissions of Hospital or any employee or agent of Hospital in the performance of Hospital's obligations under this Agreement.

3.2 Survival of Obligations. The Parties obligations under Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV. RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Consultant is and shall at all times be an independent contractor, and nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Consultant. Consultant shall function as the Registered Health Information Administrator and therefore be, an agent of Hospital, but shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) In the event any governmental entity, including the Internal Revenue Service, should question or challenge Consultant regarding the independent

contractor status of Consultant with respect to Hospital and the Administrative Services rendered under this Agreement, Consultant shall immediately notify Hospital and Hospital shall have the right to participate in any discussions or negotiations occurring with such governmental entity, regardless of who initiated such discussions or negotiations.

4.2 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Consultant or any other person employed or retained by Consultant.

4.3 Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Consultant shall not solicit for employment or employ any employee of Hospital, or interfere with any relationship, contractual or otherwise, between Hospital and any of its employees.

ARTICLE V. TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on November 1, 2018 (the "Effective Date"), and shall continue until October 31, 2019 (the "Expiration Date"), subject to the termination provisions of this Agreement. Upon mutual consent, the Parties may renew this Agreement for two one-year extensions unless either Party gives the other Party written notice of its intention not to terminate this Agreement. Either Party may terminate this Agreement for any or no reason upon 30 days' written notice to the other Party.

5.2 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) all rights and obligations of the Parties shall cease except (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement, and (ii) those rights and obligations which expressly survive termination or expiration of this Agreement;

(b) upon Hospital's request, Consultant shall immediately vacate the premises, removing all of Consultant's personal property, and Hospital may remove and store, at Consultant's expense, any personal property that Consultant has not so removed;

(c) Consultant shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Consultant's possession or under Consultant's control; and

(d) Consultant shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of HIM and/or Compliance consulting Services, or interferes in any way with any relationship between Hospital and any other person or entity who may be engaged to provide Administrative Services to Hospital.

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ARTICLE VI. GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated, signed by the Parties and explicitly indicate that such writing modifies or amends this Agreement.

6.2 Assignment. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Consultant. Consultant shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement. Consultant may not assign any of Consultant's rights, interests, duties, or obligations under this Agreement without Hospital's prior written consent, which consent may be given, conditioned or withheld in Hospital's sole discretion. Any attempted or purported assignment by Consultant in violation of this Section shall be void. Hospital may, in its sole discretion, assign any or all of its rights, interests, duties, or obligations hereunder to any person or entity without the prior written consent of Consultant. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, successors, assigns and representatives.

6.3 Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State.

6.4 Compliance with HIPAA. Consultant shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "HIPAA the obligations collectively referred to herein as "HIPAA Obligations"), as set forth in Exhibit 6.4. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.5 Compliance with Laws and Accreditation.

(a) Consultant shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, "Laws") applicable to Consultant, the provision of the HIM and Compliance consulting Services, or the obligations of Consultant under this Agreement, including without limitation laws that require Consultant to disclose any economic interest or relationship with Hospital.

(b) Consultant shall take actions necessary to ensure that the Hospital is operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.6 Compliance with Medicare Rules. To the extent required by law or regulation, Consultant shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any duly authorized agent or representative of the foregoing, a copy of this Agreement and Consultant's books, documents and records. Consultant shall preserve and make available such books, documents and records for a period that is the longer of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Consultant is requested to disclose books, documents or records pursuant to this Section for any purpose, Consultant shall notify Hospital of the nature

and scope of such request, and Consultant shall make available, upon written request of Hospital, all such books, documents or records. Consultant shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Consultant's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs.

6.7 Confidential Information.

(a) During the term of this Agreement, Consultant may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. Confidential Information shall be and remain the sole property of Hospital. Consultant shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Consultant shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Consultant protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Consultant prepares, or Confidential Information that might be given to Consultant while providing HIM and Compliance consulting Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(b) Consultant shall return to Hospital all Confidential Information and all copies thereof in Consultant's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Consultant shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(c) This Section shall survive the expiration or termination of this Agreement.

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

6.9 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties with respect to such subject matter. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.10 Exhibits and Attachments. The attached exhibits and attachments, together with all documents incorporated by reference in the exhibits and attachments, form an integral part of this Agreement and are incorporated by reference into this Agreement.

6.11 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or

strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.12 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.13 Non-Discrimination. Consultant shall not differentiate or discriminate in the provision of services on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, or Hospital Rules, including, without limitation, the Age Discrimination Act of 1975, the Americans with Disabilities Act and all regulations issued pursuant thereto and as may be amended from time to time. Consultant and Hospital shall be in full compliance with Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act, and all regulations issued pursuant thereto and as may be amended from time to time.

6.14 No Third-Party Beneficiary Rights. This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

6.15 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.16 Severability. If any provision of this Agreement, in whole or in part, or the application of any provision, in whole or in part, is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction and such provision can be severed without substantially changing the bargain reached by the Parties, such provision or part of such provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability, performance or obligations of the remainder of this Agreement, including the remainder of such provision not determined to be illegal, invalid or unenforceable.

6.17 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 by a Party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

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The Parties have executed this Agreement on the date first above written and signify their agreement with duly authorized signatures.

Southern Inyo Healthcare District

Jacque Hickman, President
501 E. Locust St.
Lone Pine, CA 93545

CONSULTANT

Sally Emery, RHIA
135 Todd Court
Bodfish, CA 92105

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (this "BAA") is made by and between Southern Inyo Healthcare District ("Covered Entity" or "CE") and Sally Emery, an individual ("Business Associate" or "BA"), and is effective as of November 1, 2018 (the "BAA Effective Date").

RECITALS

- A. BA provides certain services for or on behalf of CE ("Services"), pursuant to an agreement or arrangement (the "Underlying Agreement"), and, in the performance of the Services, BA creates, receives, maintains or transmits Protected Health Information ("PHI").
- B. CE and BA intend to protect the privacy and provide for the security of the PHI created, received, maintained, or transmitted by BA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and the implementation regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. The HIPAA Regulations require CE to enter into an agreement containing specific requirements with BA prior to the disclosure of PHI, as set forth in this BAA.

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

1. Definitions.

- a. General Definitions. Unless otherwise provided in this BAA, all capitalized terms that are used in this BAA will have the same meaning as defined under HIPAA, the HITECH Act, and the HIPAA Regulations.
- b. "Offshore" means outside of the United States of America.
- c. "Privacy Rule" means the HIPAA Regulations that are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- d. "Protected Health Information" or "PHI" has the same meaning as "protected health information" at 45 C.F.R. § 160.103, limited only to the information provided by CE to BA or created or received by BA on CE's behalf.
- e. "Security Rule" means the HIPAA Regulations that are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

2. Obligations of BA.

- a. Permitted Uses. BA may not use PHI except for the purpose of performing the Services, or as otherwise explicitly permitted by this BAA or as required by Law. Further, BA may not use PHI 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 PHI: (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA; and (iii) for Data Aggregation purposes for the Health Care Operations of CE.
- b. Permitted Disclosures. BA may not disclose PHI except for the purpose of performing the Services, or as otherwise explicitly permitted by this BAA or as required by Law. BA

may not disclose PHI 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 PHI: (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. If BA discloses PHI to a third party for BA's proper management and administration or to carry out BA's legal responsibilities, the disclosure must be Required By Law, or prior to making any such disclosure, BA must obtain (i) reasonable written assurances from such third party that such PHI will be held confidentially and only used or further disclosed as Required By Law or for the purposes for which it was disclosed to such third party; and (ii) a written agreement from such third party to immediately notify BA of any breach of its confidentiality obligations of which it becomes aware.

- c. **Appropriate Safeguards.** BA must comply with all applicable requirements of the Security Rule to the same extent the Security Rule applies to CE. BA will implement appropriate administrative, physical and technical safeguards as are necessary to prevent the improper use or disclosure of PHI other than as permitted by this BAA. Without limiting the foregoing, BA may not (i) transmit PHI over a network that is not protected by Encryption technology, such as the Internet (i.e., a virtual private network must be used), or (ii) maintain PHI on a laptop or other portable electronic media, unless such PHI has been secured by the use of Encryption technology. BA will not (a) store any decryption key on the same device as encrypted PHI, or (b) transmit any decryption key over an open network. Any Encryption technologies utilized in complying with this Section must at a minimum meet the Federal Information Processing Standard ("FIPS") 140-2 encryption standard and any of its successor security standards. BA represents and warrants that all of its Workforce members who may have access to PHI have been appropriately trained on their obligations under the HIPAA Regulations.
- d. **Mitigation.** BA agrees to mitigate, to the maximum extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI in violation of this BAA.
- e. **Reporting of Improper Access, Use or Disclosure.** BA will notify CE in writing of any access to, use or disclosure of PHI not permitted by this BAA, including any Breach of Unsecured PHI and Security Incident, without unreasonable delay and no later than five business days after discovery. Such notifications must include the following: A description of the impermissible access, use or disclosure of PHI;
 - Identification of each Individual whose Unsecured PHI has been or is reasonably believed by BA to have been impermissibly accessed, used or disclosed;
 - The date the incident occurred and the date the incident was discovered;
 - A description of the type(s) and amount of PHI involved in the incident;
 - A description of the investigation process to determine the cause and extent of the incident;
 - A description of the actions BA is taking to mitigate and protect against further impermissible uses or disclosures and losses;
 - A description of any steps individuals should take to protect themselves from potential harm resulting from the impermissible use or disclosure of PHI; and

- Any other information related to the incident that is reasonably requested by CE.

Notwithstanding the foregoing, BA and CE acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and CE acknowledges and agrees that no additional notification to CE of such unsuccessful Security Incidents is necessary. However, to the extent that BA becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, BA shall notify CE of these attempts and provide the name, if available, of said party.

BA will reimburse CE for (i) all reasonably incurred costs related to notifying Individuals of an impermissible access, use or disclosure of PHI by BA or its Subcontractors, and (ii) all reasonably incurred expenses related to mitigating harm to the affected Individuals, such as credit monitoring services.

- f. BA's Agents and Subcontractors. BA will ensure that any Subcontractors that create, receive, maintain or transmit PHI on behalf of BA agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. BA will implement and maintain sanctions against Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. BA will be legally responsible to CE for the actions and conduct of its Subcontractors involving PHI.
- g. Access to PHI. BA will make PHI it maintains in Designated Record Sets available to CE for inspection and copying within five days of a request by CE in a manner that enables CE to fulfill its obligations under 45 C.F.R. § 164.524. If any Individual asks to inspect or access his or her PHI directly from BA, BA will notify CE in writing of the request within five days of the request. Any approval or denial of an Individual's request to access or inspect his or her PHI is the responsibility of CE.

FORMS-PRECEDEMÄ5730.28

- h. Amendment of PHI. Within ten days of the receipt of a request from CE for an amendment to PHI that is maintained in a Designated Record Set by BA, BA will make the PHI available to CE for amendment in such a manner so as to enable CE to fulfill its obligations under 45 C.F.R. § 164.526. If any Individual requests an amendment of PHI directly from BA, BA must notify CE in writing of the request within five days of the request. Any approval or denial of an amendment of PHI maintained by BA is the responsibility of CE.
- i. Accounting Rights. BA will maintain a record of all disclosures of PHI that BA makes, if CE would be required to provide an accounting to an Individual of such Disclosures under 45 C.F.R. § 164.528. Within ten days of notice by CE of a request for an accounting of disclosures of PHI, BA will make available to CE all information related to disclosures by BA and its Subcontractors necessary for CE to fulfill its obligations under 45 C.F.R. § 164.528. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA for at least six years. At a minimum the information collected and maintained will include: (i) the date of disclosure; (ii) the name of the person who received the PHI and, if known, the address of the person; (iii) a brief description of PHI 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 Individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA, BA will, within five days of a request, forward it to CE in

writing. It is CE's responsibility to prepare and deliver any such accounting requested, and BA will not provide an accounting directly to an Individual.

- j. Delegations of Obligations. To the extent that BA carries out CE's obligations under the Privacy Rule, BA shall comply with the requirements of the Privacy Rule that apply to CE in the performance of such obligations.
 - k. Access to Records. BA will make its internal practices, books and records relating to the use and disclosure of PHI available, upon request, to CE and the Secretary for purposes of determining CE's and BA's compliance with the Privacy Rule and this BAA.
 - l. Minimum Necessary. BA will request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. BA understands and agrees that the definition of "minimum necessary" is in flux, and BA will keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
 - m. Data Ownership. Unless otherwise explicitly addressed in the Underlying Agreement, BA acknowledges that BA has no ownership rights in the PHI.
3. Term and Termination.
- a. Term. The Term of this BAA is concurrent with that of the Underlying Agreement.
 - b. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, will constitute a material breach of the Underlying Agreement and provide grounds for immediate termination of both this BAA and the Underlying Agreement, despite any contrary term in the Underlying Agreement. CE may choose to provide BA with an opportunity to cure any breach of this BAA, and CE may terminate this BAA if BA fails to cure the breach within the time period specified in the notice of the breach.
 - c. Judicial or Administrative Proceedings. CE may terminate this BAA and the Underlying Agreement, despite any contrary term in the Underlying Agreement, 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 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 CE has been joined.
 - d. Effect of Termination. Upon termination of this BAA for any reason, BA will, at the option of CE, return or destroy all PHI that BA still maintains in any form, and will not retain any copies of such PHI. If return or destruction is not feasible as determined by CE, BA will provide CE with written notice setting forth the circumstances that BA believes make the return or destruction of the PHI infeasible and continue to extend the protections of this BAA to such information and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If CE elects destruction of the PHI, BA, will certify in writing to CE that such PHI has been destroyed. BA will be responsible for returning or destroying any PHI in the possession of its Subcontractors consistent with the requirements of this Section related to return and destruction of PHI.
4. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, 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 to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this BAA 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. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Despite any contrary term in the Underlying Agreement, CE may terminate the Underlying Agreement and this BAA upon 30 days written notice in the event (i) BA does not promptly enter into negotiations to amend this BAA when requested by CE pursuant to this Section, or (ii) BA does not enter into an amendment to this BAA 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 or Administrative Proceedings. BA shall make itself, and any Subcontractors, employees or agents assisting BA in the performance of its obligations under this BAA 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, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy by BA, except where BA or its Subcontractor, employee or agent is a named adverse party.
7. Indemnification. BA will indemnify, defend and hold CE and its employees, agents, officers, directors, members, subsidiaries, and affiliates harmless from and against any claim, cost, lawsuit, injury, loss, damage or liability arising from (i) any breach by BA of its obligations under this BAA, or (ii) any impermissible use or disclosure of PHI by BA or its Subcontractors, however caused. CE will indemnify, defend and hold BA and its employees, agents, officers, directors, shareholders, members, subsidiaries, and affiliates harmless from and against any claim, cost, lawsuit, injury, loss, damage or liability arising from a breach of this BAA by CE. The indemnification rights and obligations set forth in this Section are not subject to any limitation of liability provision contained in the Underlying Agreement.
8. No Third-Party Beneficiaries. Nothing express or implied in this BAA 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.
9. Interpretation. The provisions of this BAA prevail over any provisions in the Underlying Agreement that may conflict or appear inconsistent with any provision in this BAA, provided that any terms in the Underlying Agreement that may provide greater protections to the privacy and security of PHI than are set forth in this BAA govern. This BAA and the Underlying Agreement 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 BAA will be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

10. Survival. The rights and obligation under Sections 2.i., 3.d., 6 and 7 expressly survive termination of this BAA.
11. Insurance. BA must carry cyber liability coverage with minimum limits of \$3,000,000, including coverage for data reconstruction, financial damages resulting from the unauthorized disclosure of or general corruption or loss of personal data (including but not limited to PHI), identity theft monitoring services for Individuals whose PHI was compromised, costs of incident response, investigation and follow-up, coverage for actions of rogue employees and the costs of defending or responding to (including damages and fines) any investigations or informational requests from any regulatory agency or other governmental or quasi-governmental agency responsible for the control and use of PHI.
12. Offshoring Prohibition. BA may not transmit or make PHI accessible to any offshore recipient without CE's prior written consent. BIX's requests for permission to send PHA Offshore must be submitted in writing to CE's privacy officer. The request must include details sufficient to identify the offshore entity, the specific PHI to be transmitted or accessed by the offshore entity, and the purpose for which the PHI will be used or accessed by the offshore entity. CE reserves the right to request and, upon that request BA must provide, additional documentation and evidence of offshore entity's compliance with the terms of this BAA. BA shall ensure that representatives of CE and of Medicare plans in which CE participates have the right to audit any Offshore entity receiving PHI; provided, however, that such audits will be limited to the use and disclosure of PHI by the Offshore entity and the administrative, physical, technical and organizational privacy and security safeguards, and policies, procedures and documentation addressing the privacy and security of PHI.

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

COVERED ENTITY

BUSINESS ASSOCIATE

By _____
 Jaque Hickman, President
 Southern Inyo Healthcare District

 Sally Emery, RHIA

Scope of Services

- Provide assistance and function as a resource to the facility on health information, corporate compliance, privacy laws, regulatory requirements (both State and Federal), professional practice standards, documentation, disease coding, etc.
- Assist with overseeing the supervision of the HIM department in a cost-effective manner by utilizing current management techniques, maximizing human resources and evaluating the manner in which services are delivered.
- Be available to address situational concerns via email, phone, on-site visits.

SOUTHERN INYO HEALTHCARE DISTRICT

EXECUTIVE FINANCIAL SUMMARY

Three Months Ended September 30, 2018

BALANCE SHEET

	9/30/2018	6/30/2018
ASSETS		
Current Assets	\$4,468,158	\$4,695,628
Assets Whose Use is Limited	17,783	22,595
Property, Plant and Equipment (Net)	70,979	(0)
Other Assets	0	0
Total Unrestricted Assets	4,556,920	4,718,224
Restricted Assets	0	0
Total Assets	\$4,556,920	\$4,718,224
LIABILITIES AND NET ASSETS		
Current Liabilities	\$5,301,591	\$4,285,809
Long-Term Debt	33,864	(15,800)
Other Long-Term Liabilities	78,217	966,818
Total Liabilities	7,378,073	5,236,827
Net Assets	(905,558)	347,346
Total Liabilities and Net Assets	\$6,948,079	\$5,584,173

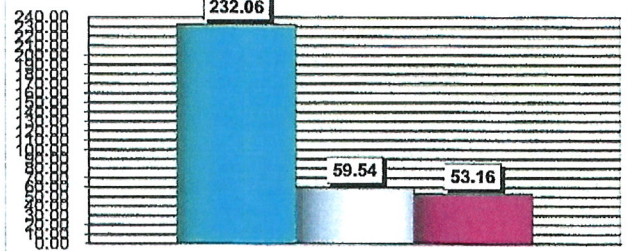
STATEMENT OF REVENUE AND EXPENSES - YTD

	ACTUAL	BUDGET
Revenue:		
Gross Patient Revenues	\$3,058,462	\$2,872,583
Deductions From Revenue	(893,817)	(1,457,549)
Net Patient Revenues	2,164,646	1,415,035
Other Operating Revenue	218,354	92,556
Total Operating Revenues	2,383,000	1,507,590
Expenses:		
Salaries, Benefits & Contract Labor	1,398,978	1,201,653
Purchased Services & Physician Fees	351,123	187,735
Supply Expenses	79,531	63,847
Other Operating Expenses	667,118	231,929
Bad Debt Expense	0	0
Depreciation & Interest Expense	56,128	73,611
Total Expenses	2,552,877	1,758,776
NET OPERATING SURPLUS	(169,877)	(251,186)
Non-Operating Revenue/(Expenses)	179,978	76,878
TOTAL NET SURPLUS	\$10,101	(\$174,308)

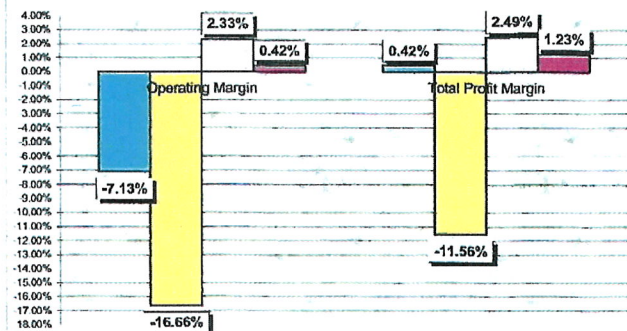
KEY STATISTICS AND RATIOS - YTD

	ACTUAL	BUDGET
Total Acute Patient Days	31	8
Average Acute Length of Stay	1.4	0.9
Total Emergency Room Visits	405	453
Outpatient Visits	809	765
Total Surgeries	0	0
Total Worked FTE's	123.12	95.20
Total Paid FTE's	135.40	121.15
Productivity Index	0.9323	1.0000
EBITDA - YTD	-5.45%	-12.74%
Current Ratio	0.84	
Days Expense in Accounts Payable	228.72	

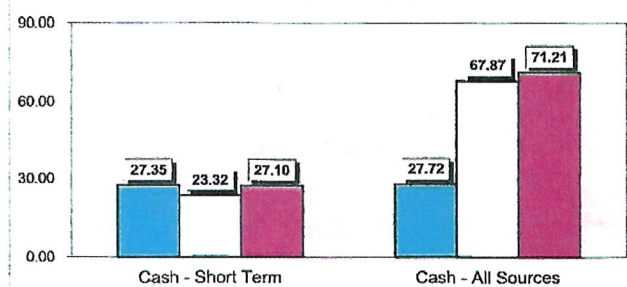
NET DAYS IN ACCOUNTS RECEIVABLE



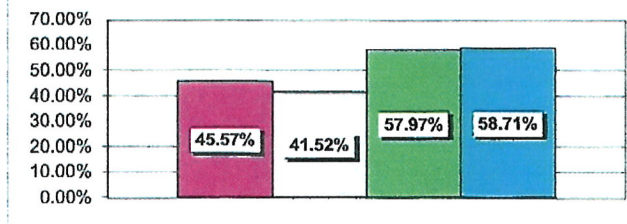
HOSPITAL MARGINS



DAYS CASH ON HAND



SALARY AND BENEFIT EXPENSE AS A PERCENTAGE OF NET REVENUE



SOUTHERN INYO HEALTHCARE DISTRICT	
Budget	09/30/18
California	Hospitals
CAH Hospitals	Rural
Prior Fiscal Year End	06/30/18

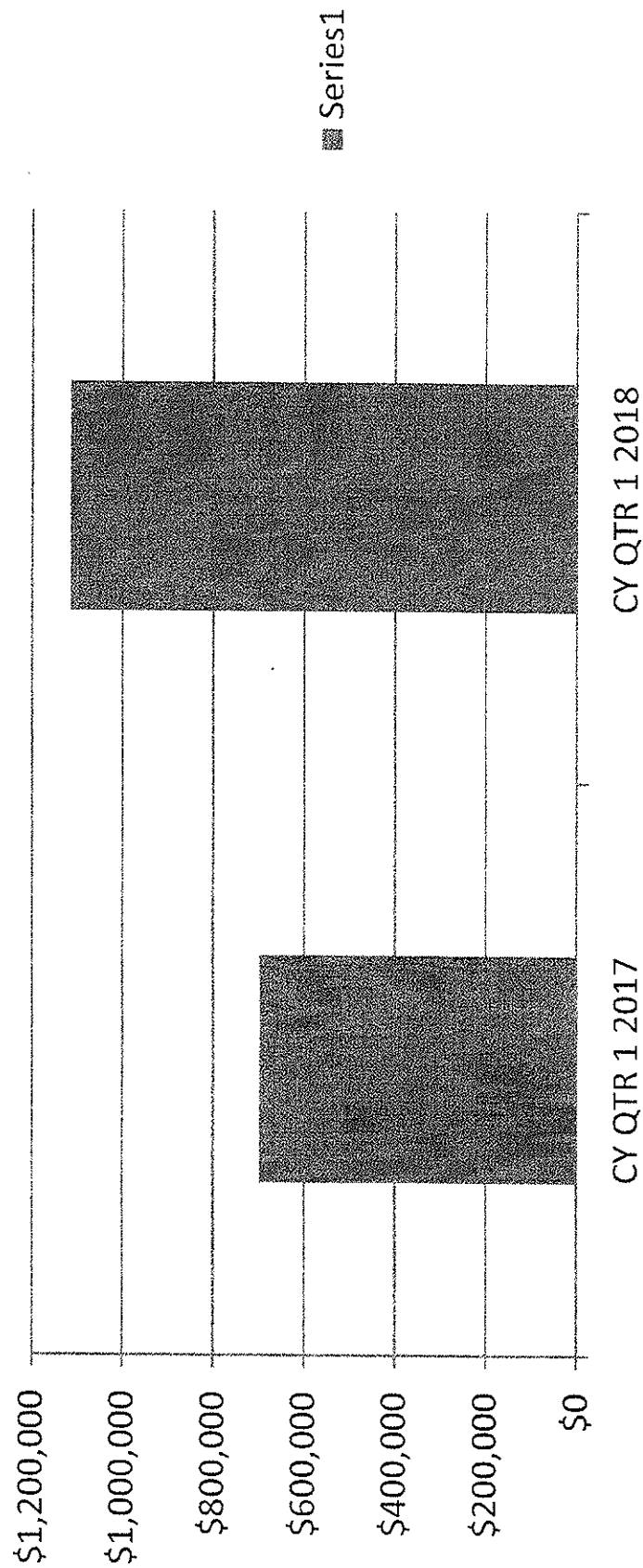
FINANCIAL STRENGTH INDEX -		0.28
Excellent -	Greater than 3.0	Good - 3.0 to 0.0
Fair -	0.0 to (2.0)	Poor - Less than (2.0)

Southern Inyo Healthcare District

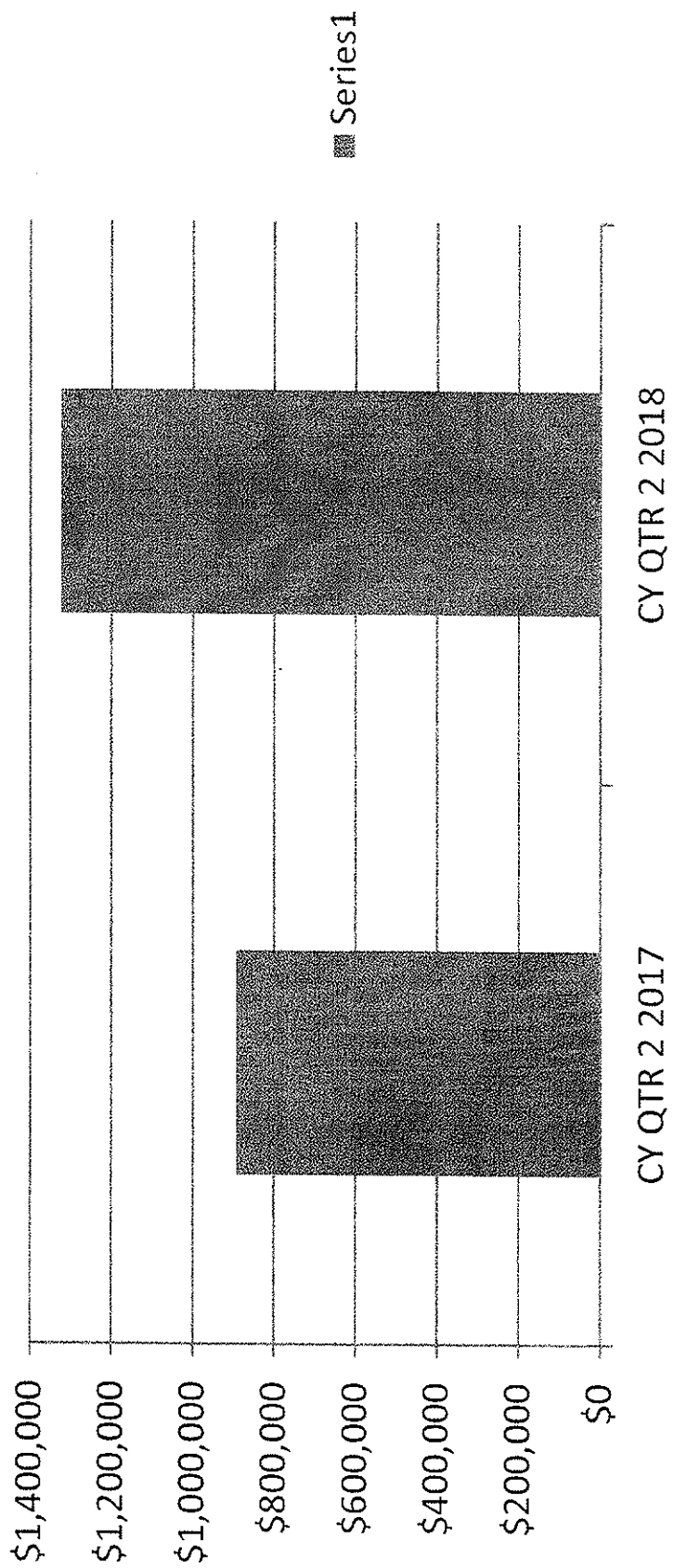
Monthly Cash Flow Projection FY 2019

	<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>

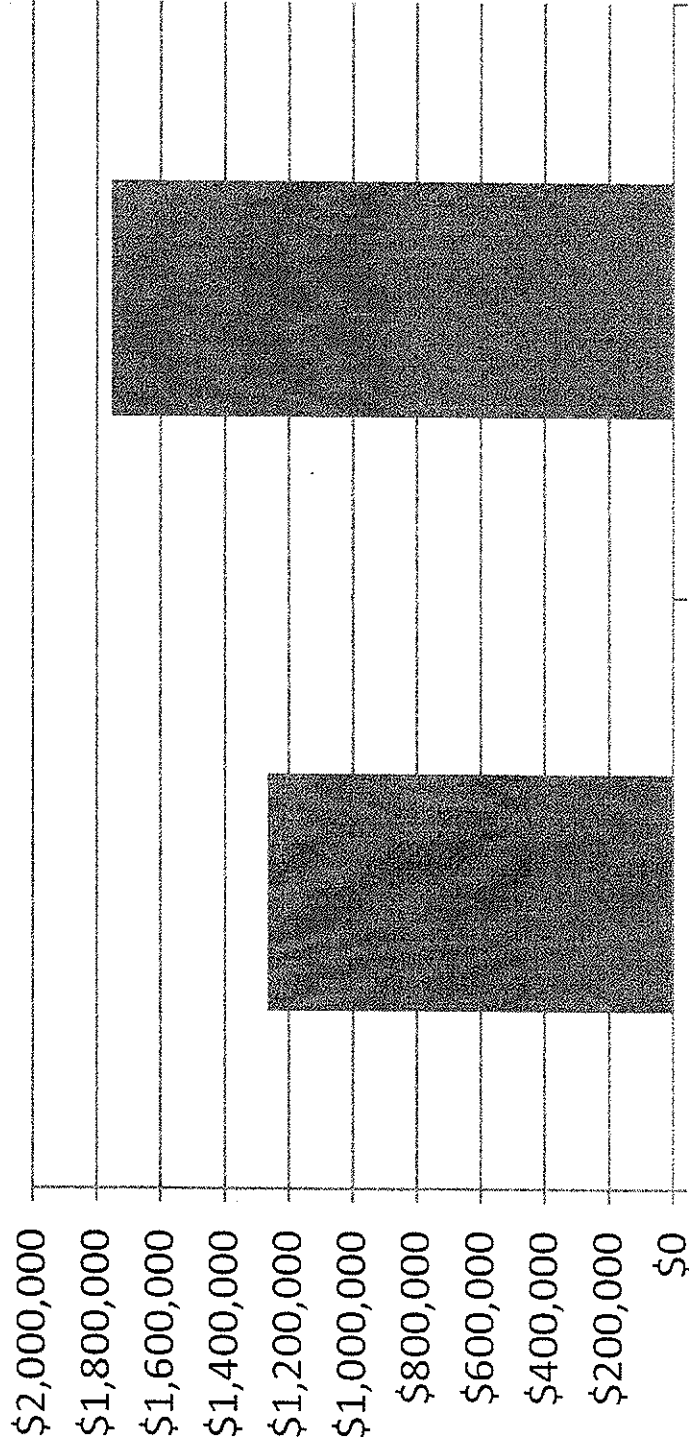
Patient Revenue - Cash in Bank Q1



Patient Revenue - Cash in Bank Q2



Patient Revenue - Cash in Bank Q3

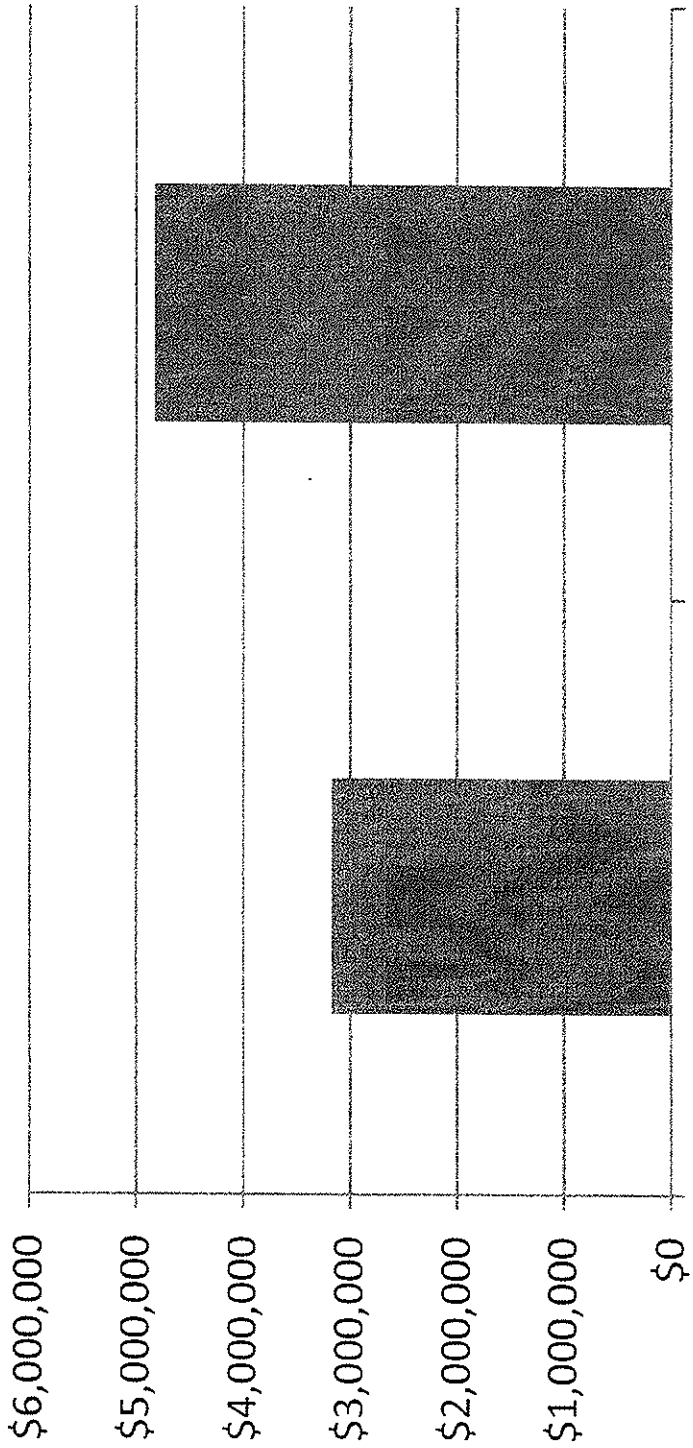


CY QTR 3 2017

CY QTR 3 2018

Series1

Patient Revenue - Cash in Bank YTD

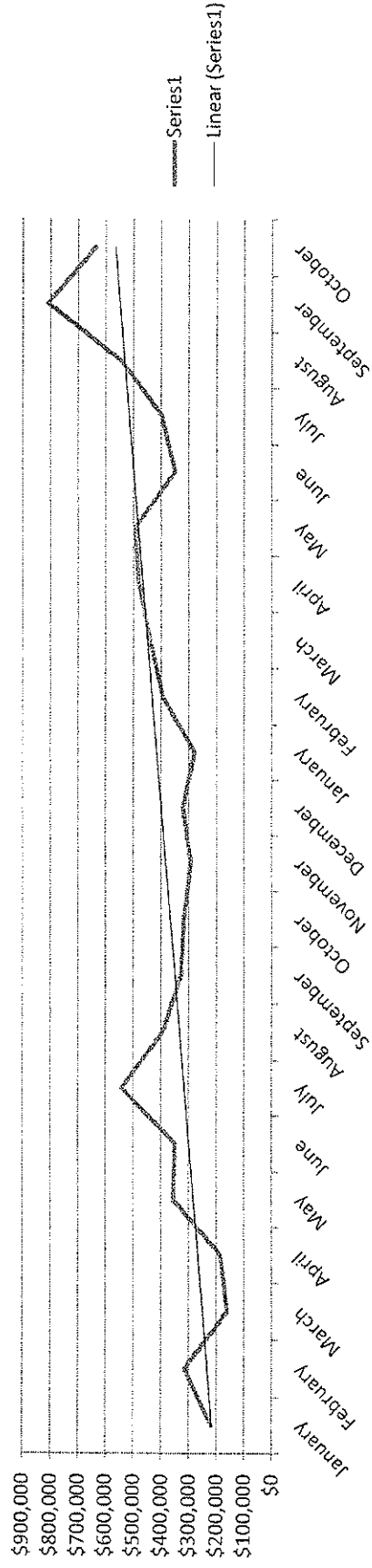


Series1

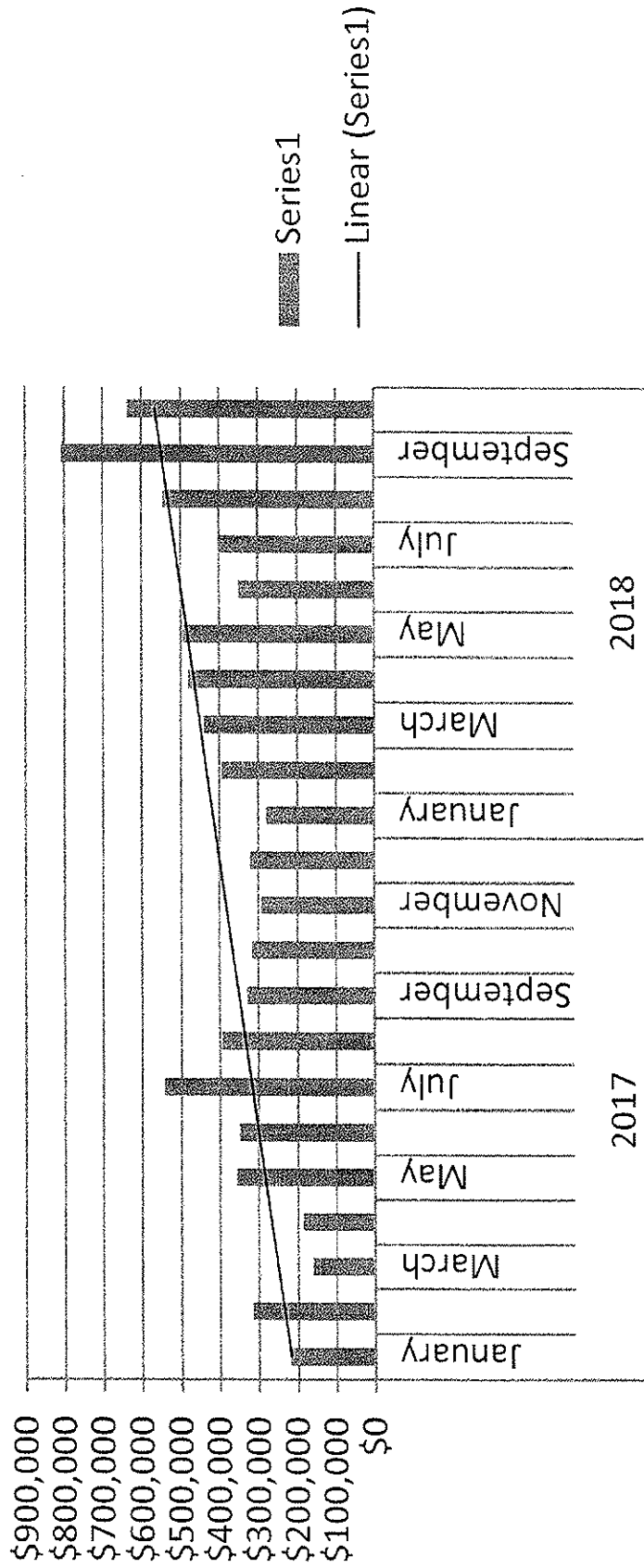
CY YTD 2018

CY YTD 2017

Patient Revenue by Month 2017 - 2018



Patient Revenue by Month 2017 - 2018



BOARD OF DIRECTORS MEETING

December 18, 2018

Southern Inyo Healthcare District



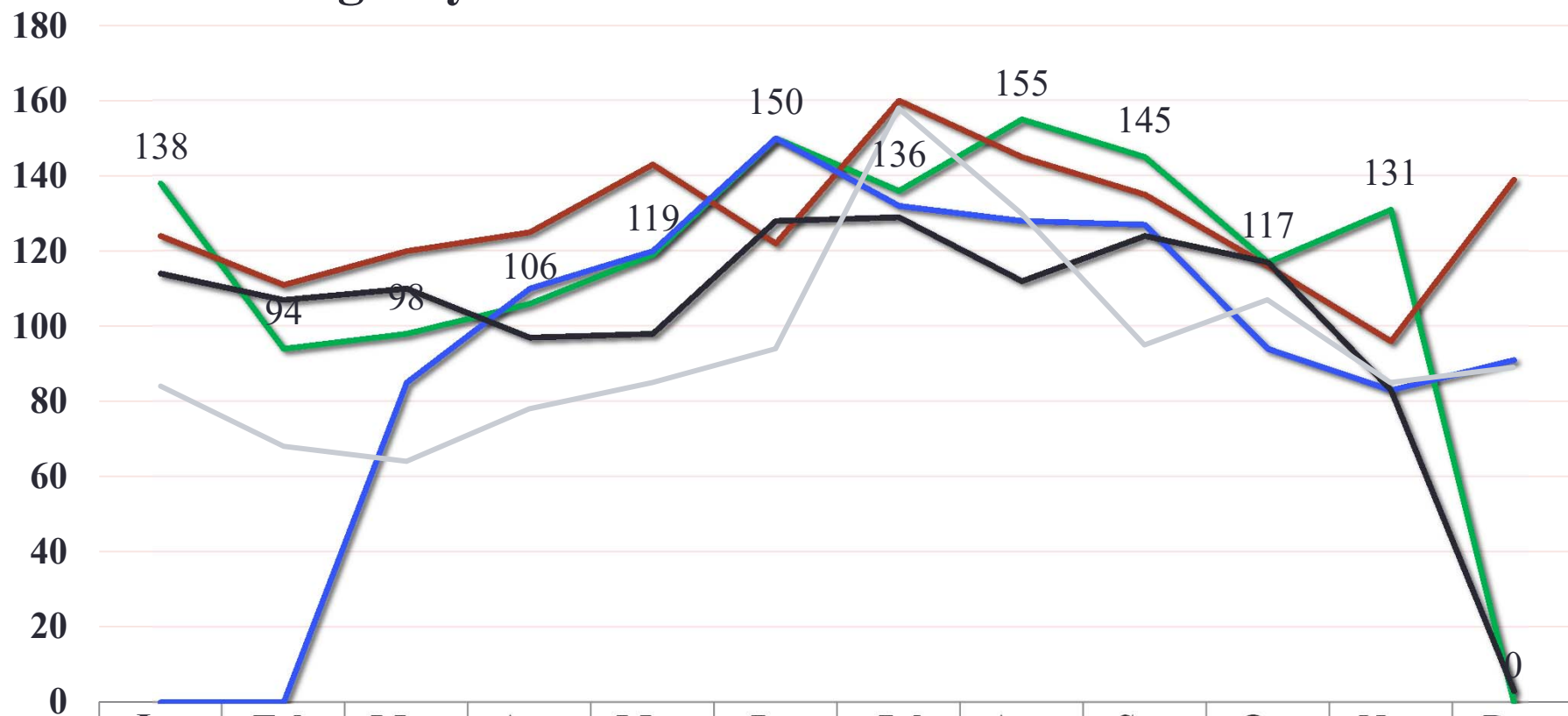
Emergency Room Volume

Average Visits Per Day

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	4.46	3.36	3.17	3.54	3.84	5	4.39	5	4.83	3.78	4.37	
2017	4.4	3.9	3.8	4.2	4.6	4.1	5.2	4.7	4.5	3.7	3.2	4.49
2016	-	-	2.7	3.7	3.9	5.0	4.3	4.1	4.1	3.0	2.8	2.9
2015	3.7	3.8	3.5	3.2	3.2	4.3	4.2	3.6	4.1	3.8	2.8	0.1
2014	2.7	2.4	2.1	2.6	2.7	3.1	5.1	4.2	3.2	3.5	2.8	2.9
2013	2.9	2.4	2.5	2.2	2.8	3.3	3.4	3.0	3.3	2.0	2.3	2.1
2012	2.7	2.9	2.7	3.5	3.2	4.2	3.8	3.9	3.2	3.0	2.7	2.9



Emergency Room Volume – Visits Per Month

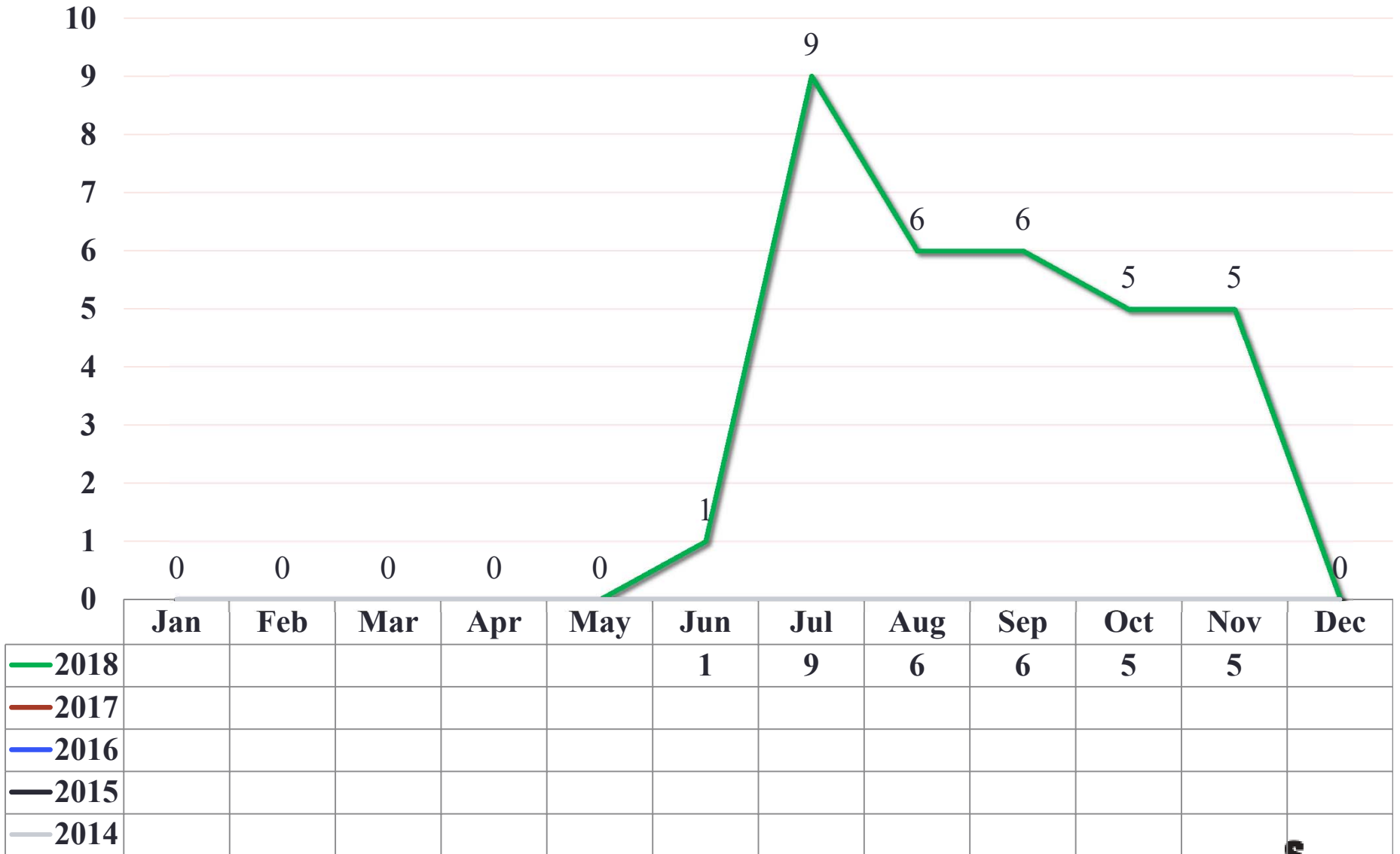


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2018	138	94	98	106	119	150	136	155	145	117	131	
—2017	124	111	120	125	143	122	160	145	135	116	96	139
—2016	-	-	85	110	120	150	132	128	127	94	83	91
—2015	114	107	110	97	98	128	129	112	124	117	83	3
—2014	84	68	64	78	85	94	158	130	95	107	85	89

—2018
 —2017
 —2016
 —2015
 —2014



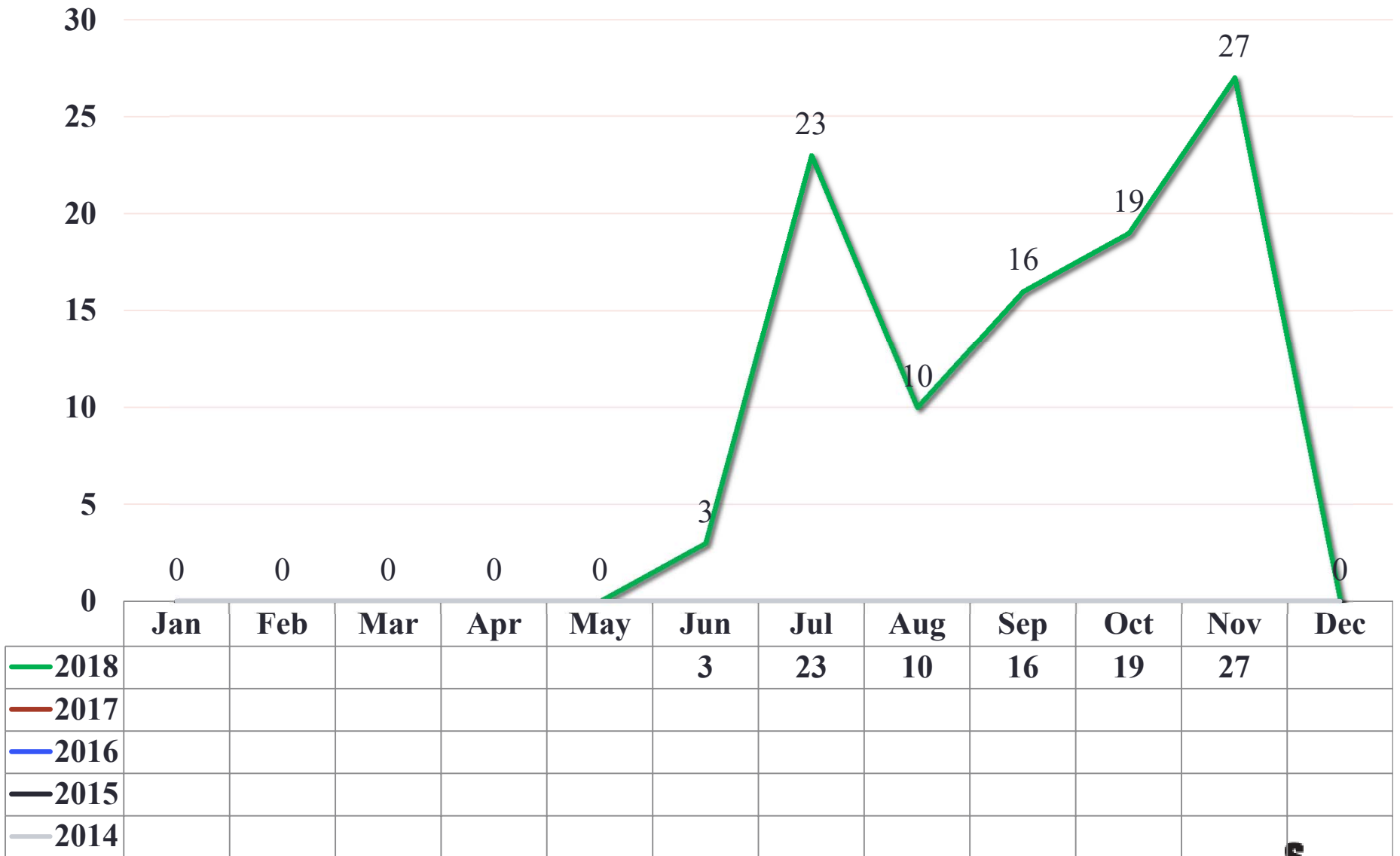
Acute & Swing Room – Patients Per Month



— 2018
 — 2017
 — 2016
 — 2015
 — 2014



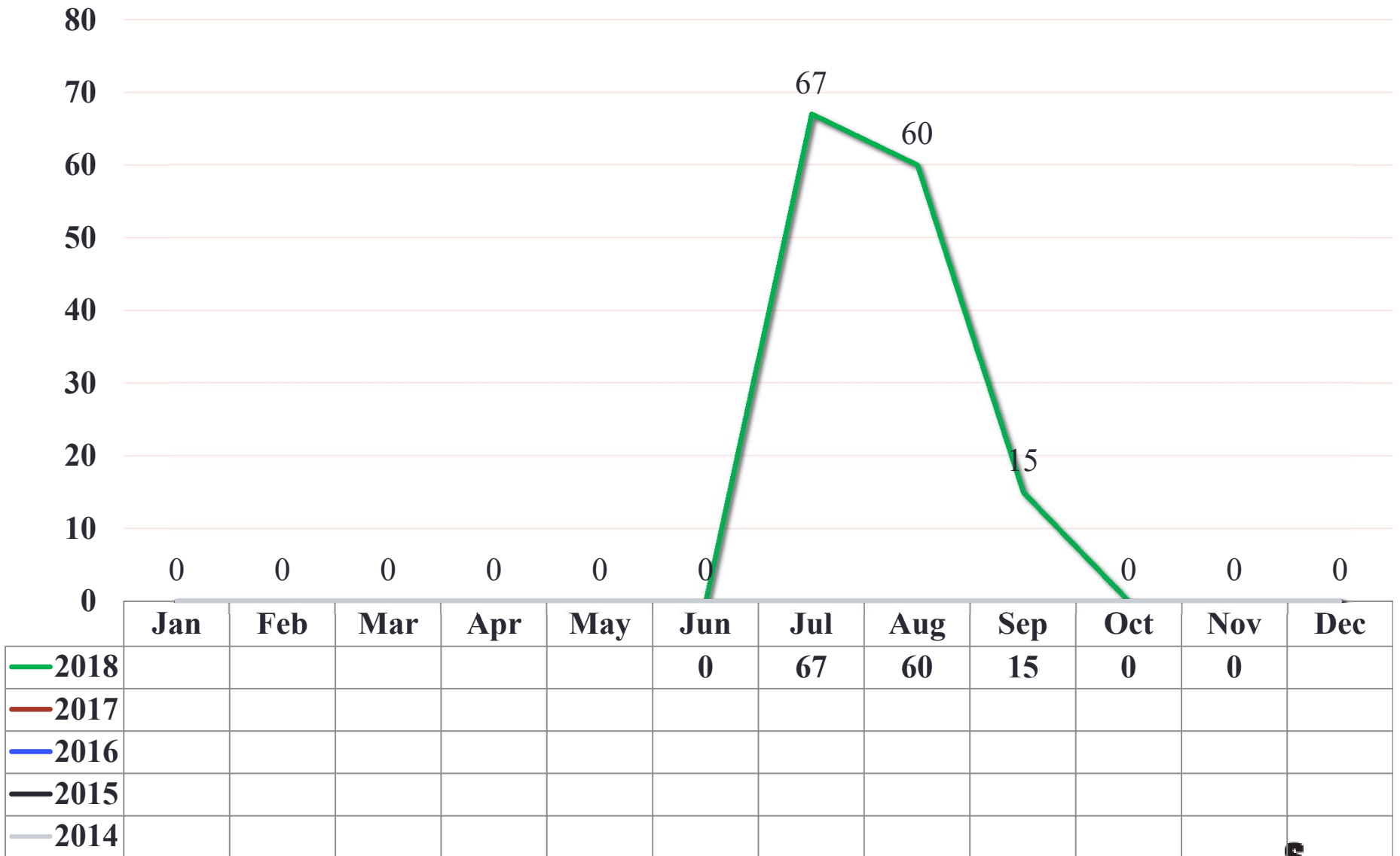
Acute Room – Total Days in Acute



— 2018
 — 2017
 — 2016
 — 2015
 — 2014



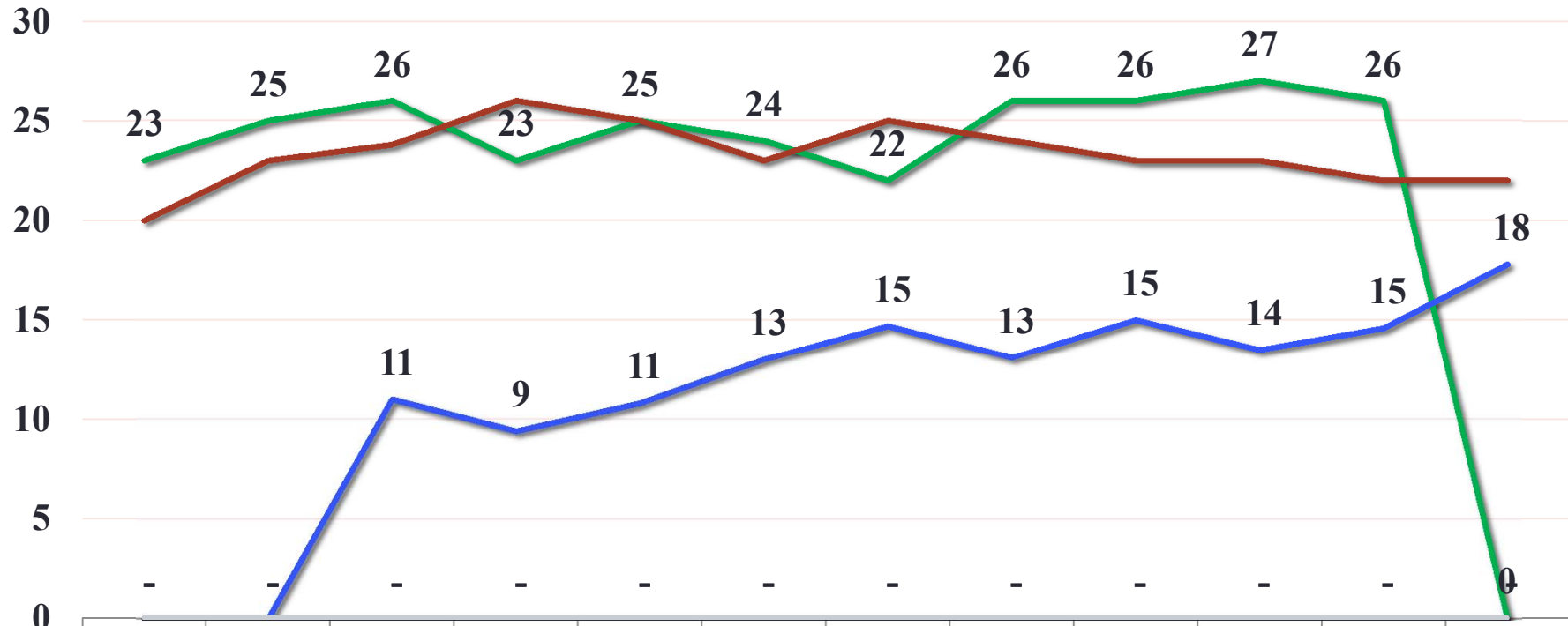
Swing Bed Room – Total Days in Swing Bed



— 2018
 — 2017
 — 2016
 — 2015
 — 2014



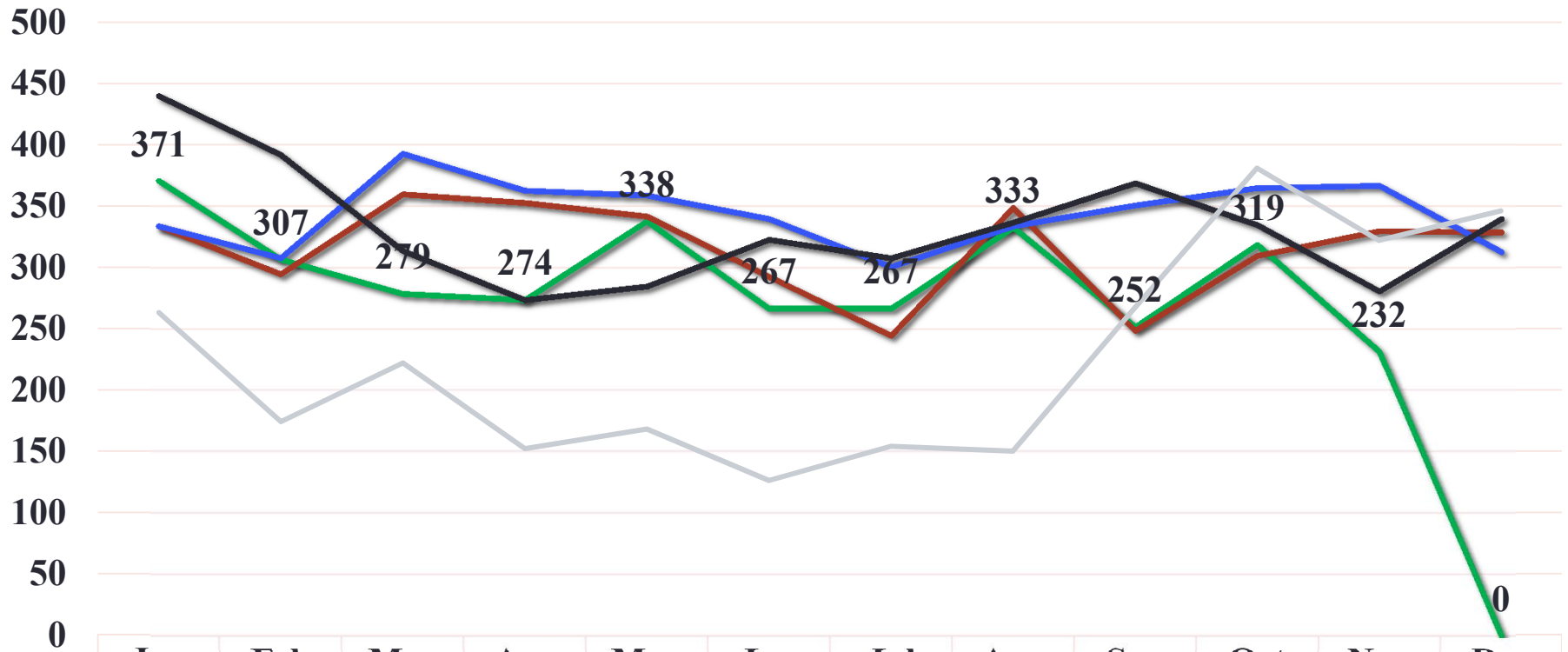
Skilled Nursing Facility Volumes – Monthly Census



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
— 2018	23	25	26	23	25	24	22	26	26	27	26	
— 2017	20	23	24	26	25	23	25	24	23	23	22	22
— 2016	-	-	11	9	11	13	15	13	15	14	15	18
— 2015	-	-	-	-	-	-	-	-	-	-	-	-
— 2014	-	-	-	-	-	-	-	-	-	-	-	-



SIHD Rural Clinic Volumes – Visits Per Month

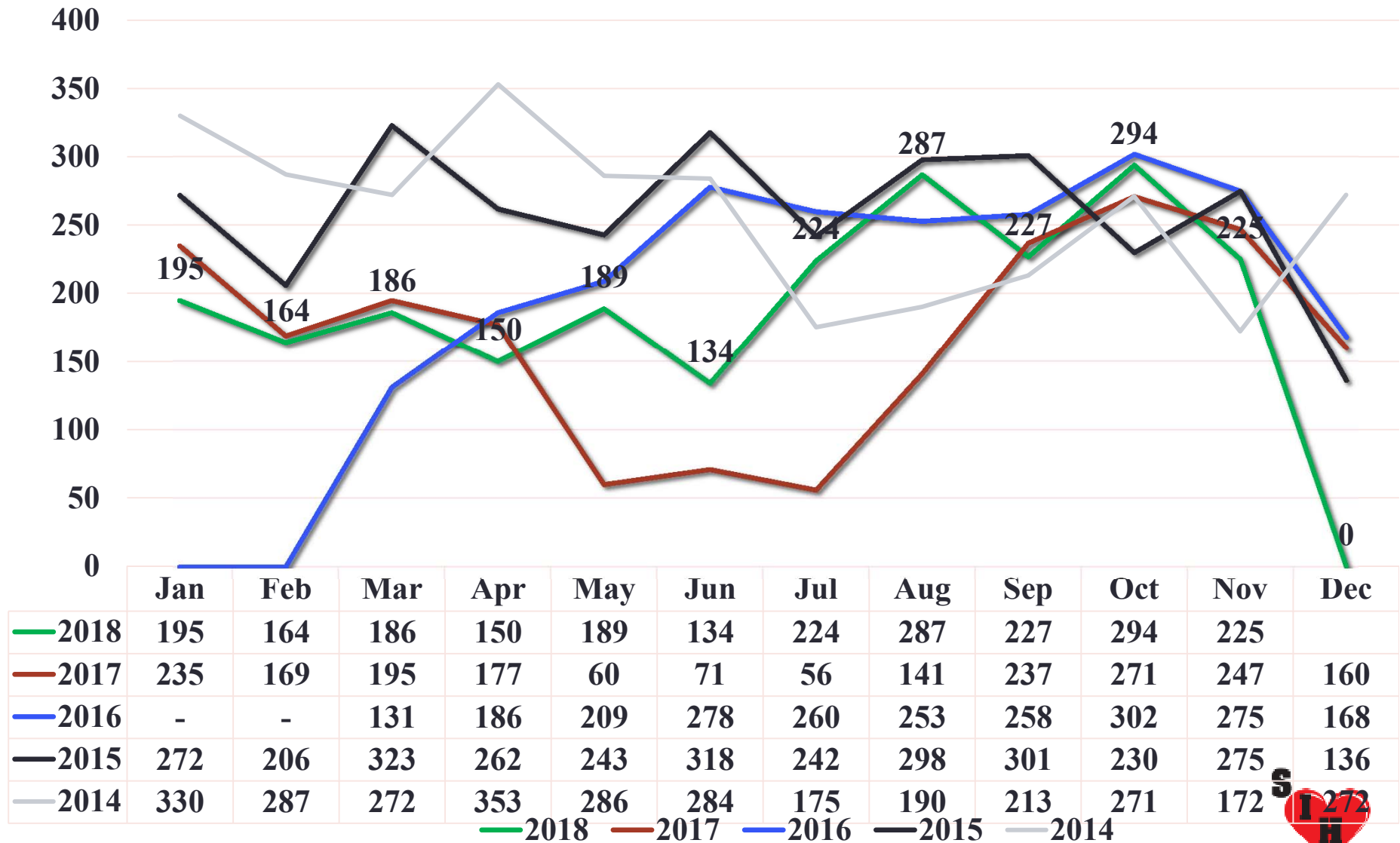


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2018	371	307	279	274	338	267	267	333	252	319	232	0
—2017	334	295	360	353	342	293	245	349	249	310	330	329
—2016	334	308	393	363	359	340	301	334	351	365	367	313
—2015	440	392	314	274	285	323	308	337	369	335	281	340
—2014	263	174	222	152	168	126	154	150	267	381	322	346

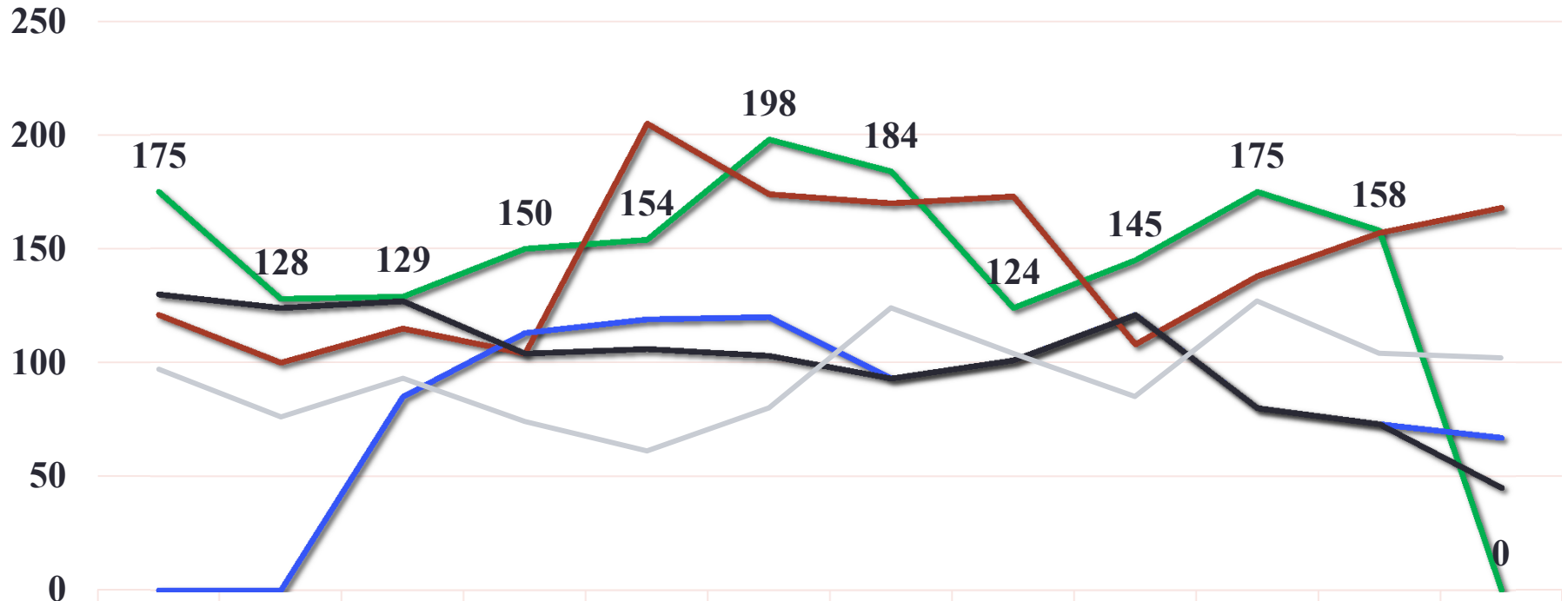
—2018 —2017 —2016 —2015 —2014



Physical Therapy Volumes



X Ray Volumes – Visits-Exams Per Month



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
—2018	175	128	129	150	154	198	184	124	145	175	158	
—2017	121	100	115	104	205	174	170	173	108	138	157	168
—2016	-	-	85	113	119	120	93	101	121	80	73	67
—2015	130	124	127	104	106	103	93	101	121	80	73	45
—2014	97	76	93	74	61	80	124	104	85	127	104	102

—2018
 —2017
 —2016
 —2015
 —2014



Laboratory Volumes

