



Southern Inyo Healthcare District

501 E. Locust Street P.O. Box 1009 Lone Pine, California 93545

**Southern Inyo Healthcare District
Board of Directors
Regular Meeting Agenda**

**Tuesday, March 14, 2017
Board Convenes at 4:30 p.m.**

**RCA Church
550 East Post St,
Lone Pine, CA 93545**

I. CALL TO ORDER

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

II. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

III. BUSINESS ITEMS

A. Consent Agenda

1. Approval of Minutes

- Regular Board Meeting Minutes of February 8, 2017.
- Special Board Meeting Minutes of February 18, 2017.
- Special Board Meeting Minutes of March 2, 2017.
- Special Board Meeting Minutes of March 8, 2017.

Board of Directors:

Richard Fedchenko
President

Jaque Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Chuck Carson
Director

2. Approval of Resolution of the Board of Directors of Southern Inyo Healthcare District Amending its Bylaws regarding Regular Meetings

3. Approval of the following Physician Agreements and Privileges:

- a. **George Kibler, M.D.**
Physician Employment Agreement
- b. **Teresa McFarland, F.N.P.**
Medical Staff Privileges
- c. **George Kibler, M.D.**
Medical Staff Privileges
- d. **Raymond Azab, M.D.**
Medical Staff Privileges
- e. **Mark Beller, M.D.**
Medical Staff Privileges
- f. **Daniel Brunengraber, M.D.**
Medical Staff Privileges
- g. **Eugene Choi, M.D.**
Medical Staff Privileges
- h. **Vito Fodera, M.D.**
Medical Staff Privileges
- i. **Gerald Goldstein, M.D.**
Medical Staff Privileges
- j. **Kellie Greenblatt, M.D.**
Medical Staff Privileges
- k. **Jennifer Hill, M.D.**
Medical Staff Privileges
- l. **Khalid Javeri, M.D.**
Medical Staff Privileges
- m. **Michael Klein, M.D.**
Medical Staff Privileges
- n. **Steven Kussman, M.D.**
Medical Staff Privileges

Board of Directors:

Richard Fedchenko
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Jaque Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Chuck Carson
Director

- o. **John Lin, M.D.**
Medical Staff Privileges
- p. **Gilbert Melin, M.D.**
Medical Staff Privileges
- q. **Sasmita Misra, M.D.**
Medical Staff Privileges
- r. **Farbod Nasser, M.D.**
Medical Staff Privileges
- s. **Edward Oh, M.D.**
Medical Staff Privileges
- t. **Harun Ozer, M.D.**
Medical Staff Privileges
- u. **Lucas Payor, M.D.**
Medical Staff Privileges
- v. **Kevin Rice, M.D.**
Medical Staff Privileges
- w. **Joseph Roco, M.D.**
Medical Staff Privileges
- x. **Tomer Roth, M.D.**
Medical Staff Privileges
- y. **Douglas Rusnack, M.D.**
Medical Staff Privileges
- z. **Marcelo Spector, M.D.**
Medical Staff Privileges
- aa. **Lori Taylor, M.D.**
Medical Staff Privileges
- bb. **Tanya Tivorsak, M.D.**
Medical Staff Privileges
- cc. **Nhan Tran, M.D.**
Medical Staff Privileges

Board of Directors:

Richard Fedchenko
President

Jaque Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Chuck Carson
Director

dd. **Van Trinh, M.D.**
Medical Staff Privileges

ee. **Ian Tseng, M.D.**
Medical Staff Privileges

ff. **Brian Tzung, M.D.**
Medical Staff Privileges

gg. **Michael Zaghi, M.D.**
Medical Staff Privileges

IV. **REPORTS**

A. **Report by Administration** - *HCCA Management*

1. **Finance and Operations**

a. Update

2. **Compliance and Quality**

a. Update

3. **Personnel: Employee Insurance, Payroll, and Staffing**

a. Update

B. **Medical Staff Report**

1. Update

V. **DIRECTOR COMMENTS ON ITEMS NOT ON THE AGENDA**

VI. **CLOSED SESSION**

A. Existing Litigation (Govt Code 54956.9): Chapter 9 Bankruptcy

B. Real Property Negotiations (Govt Code 54956.8)

Property: 510 E. Locust St, Lone Pine, Ca 93545

Parties: SIHD, C. Lynne Bunn

District Negotiator: Legal Counsel, CRO

Under Negotiation: Rent, Term, Maintenance/Repairs

Board of Directors:

Richard Fedchenko
President

Jaquie Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Chuck Carson
Director

VII. CLOSED SESSION REPORT

- Public report of action taken in closed session, pursuant to Government Code section 54957.1

VIII. ADJOURNMENT

<u>NOTICE TO THE PUBLIC</u>
<u>PUBLIC COMMENT PERIOD FOR REGULAR MEETINGS</u> 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.
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President

Jaque Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Chuck Carson
Director

**Southern Inyo Healthcare District
Board of Directors
Regular Meeting Minutes**

**Wednesday, February 8, 2017
Board Convened at 4:30 p.m.**

**Best Western Plus Frontier Motel
Conference Room
1008 S Main St, Lone Pine, CA 93545**

PRESENT

Richard Fedchenko, President
Jaqueline Hickman, Secretary
Carma Roper, Treasurer
Charles Carson, Director

ABSENT

Mark Lacey, Director

OTHERS

Alan Germany, CRO/ Administrator
Rosa Rodriguez, Assistant
Community Members

I. CALL TO ORDER

- A. Mr. Fedchenko called the meeting to order at 4:36 p.m.

- B. Approval of Agenda

Action: Ms. Hickman moved to approve the February 8, 2017 agenda.
Ms. Roper seconded. All approved.

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
Director

II. APPROVAL OF MINUTES

- Regular Board Meeting Minutes of December 7, 2016.

Action: Ms. Roper moved to approve the minutes of December 7, 2016. Mr. Hickman seconded. All approved.

III. CITIZEN REQUESTS/PUBLIC COMMENTS

None

IV. OPEN SESSION AGENDA

A. Consent Agenda

1. Appointment of Committee:

Action: Mr. Fedchenko appointed Travis Powell to serve on the Strategy Committee as a community member. Mr. Fedchenko moved to form another committee, the Personnel Committee, where he appointed board member Ms. Hickman and Ms. Roper.

2. Request to approve the following Physician/Other Agreements:

a. Edward Joseph Mescher, MD

Physician Service Agreement

b. Marc Martinez, MD

Physician Service Agreement

c. James Wichser, MD

Medical Staff Privileges

Action: Mr. Fedchenko requested the change of address for Dr. Mescher and Dr. Martinez agreements, both on page 20. The address is to be changed from Southern Inyo Hospital's service address to the mailing address. Ms. Hickman moved to approve Mr. Escher's and Mr. Martinez's service agreements and Mr. Wichser staff privileges. Ms. Roper seconded. All approved.

Board of Directors:

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President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
Director

B. Report by Administration - HCCA Management

1. Finance

- a. Monthly Financial Update – Alan Germany presented the financial summary highlighting the results for the months of December and January. Mr. Germany provided an overview of the volume trends of the various operating components within Southern Inyo Hospital. Emergency Room census for the month of January was 134. Physical Therapy visits were at 168, while Lab had 230 visits for the month of December. Clinic had 313 visits in the month of December.
- b) California Health Facilities Financing Authority (CHFFA) Health Expansion Loan Program (HELP) II Working Capital Loan – Mr. Germany, provided an overview of the \$1.5 million working capital loan that is potentially available to SIHD under the State Treasurer's CHFFA. This is something the board will learn more about.

The report followed with the introduction of Shawn Burgess, HCCA Chief Information Officer. Mr. Burgess provided an Electronic Medical Records (EMR) update. SIH needs EMR to participate in Public Hospital Redesign and Incentives in Medi-Cal (PRIME), meaningful use and improvement in care team workflow and patient outcomes. Mr. Burgess informed the board that the SIH staff is currently being trained on EMR. Everything is on track and it is expected to go live June 2017.

c) Compliance and Quality

No report given.

d) Personnel: Employee Insurances, Payroll, and Staffing

No report given.

e) Insurance

Laura Saldana, Clinic Coordinator, informed the board and the public that the Southern Inyo Clinic now accepts United Healthcare, effective February 1, 2017.

Board of Directors:

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Director

Charles Carson
Director

C. Medical Staff Report

No report given.

V. DIRECTOR COMMENTS ON ITEMS NOT ON THE AGENDA

Comments: There was a brief discussion among the board members and the public about advertising. Ms. Hickman advised on a radio announcement that is a rotated announcement mentioned every other day that comes on after the weather, which can be utilized to announce the hospital's open positions. Kathleen New suggested the announcement be made Friday evenings during the winter because doctors are in range of a radio station around that time. Mr. Burgess asked Ms. New if the Chamber of Commerce has a website where SIHD could list the job openings; this would be another way of advertising. Mr. Fedchenko moved forward and asked Ms. Roper and Ms. Hickman to comment on something they found helpful at the ACHD 2017 Leadership Academy. Ms. Roper commented on the presentations on messaging and communication. The presentations were beneficial because it explained what good messaging could do to benefit the healthcare district. Ms. Hickman remarked that meeting people from other Healthcare districts was helpful in realizing the different challenges each healthcare district faces.

VI. SUSPEND OPEN SESSION – ADJOURN TO CLOSED SESSION

Mr. Fedchenko closed open session at 5:30 p.m. and opened closed session at approximately 5:40 p.m.

VII. CLOSED SESSION

- A. Existing Litigation (Govt Code 54956.9): Chapter 9 Bankruptcy
- B. Real Property Negotiations (Govt Code 54956.8)
Property: 510 E. Locust St, Lone Pine, Ca 93545
Parties: SIHD, C. Lynne Bunn
District Negotiator: Legal Counsel, CRO
Under Negotiation: Rent, Term, Maintenance/Repairs

VIII. ADJOURN CLOSED SESSION/ RECONVENE OPEN SESSION

Mr. Fedchenko adjourned Closed Session and reconvened to Open Session at approximately 6:40 p.m. Pursuant to Government Code section 54957.1, there was no action taken.

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
Director

IX. ADJOURNMENT

Meeting adjourned at 6:45 p.m.

Board President or Secretary

Date

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BOARD OF DIRECTORS MEETING

February 8th, 2017

Southern Inyo Healthcare District



Emergency Room Volume

Visits Per Month

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	134											
2016	-	-	85	110	120	150	132	128	124	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
2013	90	66	79	67	88	98	104	94	98	62	70	65
2012	85	83	84	105	98	127	117	120	95	93	80	89

Average Visits Per Day

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	4.3											
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

Volumes

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016												
Clinic Visits	334	308	393	363	359	340	301	334	351	365	367	313
Skilled Nursing Facility	-	-	11.0	9.4	10.8	13	14.7	13.1	15	13.5	14.6	17.8
Physical Therapy	-	-	131	186	209	278	260	253	260	302	275	168
Lab	-	-	316	267	291	302	259	248	259	253	249	230
Radiology	-	-	85	113	119	120	93	101	121	80	73	67

Balance Sheet as of December 31, 2016

Assets

Totals

Cash	\$ (11,523)
Accounts Receivable	\$ 2,791,932
Bad Debt Balance	\$ 2,499,186

Liabilities

Accounts Payable/ Pre-Petition	\$ 2,706,971
Accounts Payable/ Post-Petition	\$ 1,953,308



Selected Balance Sheet Accounts Only



FTEs 4th Quarter 2016

Pay Date	FTEs	Regular	Regular	Overtime	Overtime	Miscellan.	Miscellan.	Total	Total/Gross	Total Hours	Total/Gross	OT % Total
	(Hours/40)	Hours	Earnings	Hours	Earnings	Hours	Earnings	Hours	Earnings	Variance %	Variance %	Hours
10/07/16	50.88	1,964.00	\$ 52,053.56	71.25	\$ 2,902.22	645.76	\$ 10,183.00	2,681.01	\$ 65,138.78	0.5%	-3.9%	2.7%
10/14/16	51.08	1,988.75	\$ 52,249.40	54.25	\$ 2,372.33	532.92	\$ 7,194.74	2,575.92	\$ 61,816.47	-4.1%	-5.4%	2.1%
10/21/16	50.39	1,967.50	\$ 54,021.70	48.25	\$ 1,744.78	1,256.09	\$ 27,562.24	3,271.84	\$ 83,328.72	21.3%	25.8%	1.5%
10/28/16	46.79	1,753.00	\$ 47,924.60	118.75	\$ 5,667.64	566.25	\$ 6,478.50	2,438.00	\$ 60,070.74	-34.2%	-38.7%	4.9%
11/04/16	47.40	1,788.75	\$ 48,507.70	107.25	\$ 3,802.68	519.75	\$ 8,232.08	2,415.75	\$ 60,542.46	-0.9%	0.8%	4.4%
11/10/16	48.21	1,820.00	\$ 50,528.54	108.25	\$ 4,740.24	724.75	\$ 9,874.04	2,653.00	\$ 65,142.82	8.9%	7.1%	4.1%
11/18/16	51.76	1,956.25	\$ 51,594.14	114.00	\$ 4,075.92	625.44	\$ 8,270.69	2,695.69	\$ 63,940.75	1.6%	-1.9%	4.2%
11/25/16	52.06	1,971.75	\$ 50,696.56	110.75	\$ 4,540.56	548.50	\$ 6,774.07	2,631.00	\$ 62,011.19	-2.5%	-3.1%	4.2%
12/02/16	42.15	1,578.75	\$ 41,396.66	107.25	\$ 4,349.23	802.22	\$ 12,276.32	2,488.22	\$ 58,022.21	-5.7%	-6.9%	4.3%
12/09/16	53.76	2,046.50	\$ 52,480.87	104.00	\$ 3,755.01	505.50	\$ 5,735.10	2,656.00	\$ 61,970.98	6.3%	6.4%	3.9%
12/16/16	55.31	2,091.75	\$ 53,269.87	120.50	\$ 4,404.40	602.26	\$ 7,259.41	2,814.51	\$ 64,933.68	5.6%	4.6%	4.3%
12/23/16	56.37	2,179.00	\$ 54,534.56	75.75	\$ 3,221.81	612.42	\$ 7,891.62	2,867.17	\$ 65,647.99	1.8%	1.1%	2.6%
12/30/16	54.51	2,070.00	\$ 51,005.24	110.25	\$ 4,754.60	577.50	\$ 7,207.52	2,757.75	\$ 62,967.36	-4.0%	-4.3%	4.0%

Staffing – Help Wanted

- CNA
- LVN
- ER/Clinic Physicians
- Administrative Assistant
- Physical Therapist
- Physical Therapist Aide
- RN

Flex Grant Award to SIHD

- Grant Funds through the California State Office of Rural Health (CalSORH): Medicare Hospital Flexibility Program
- Award = \$11,390 for the following activities:
 1. \$8,400 in support of the population health project: cancer screenings
 2. \$990 in subsidized tuition for two people to attend the Rural Health Care Symposium from February 22nd thru February 24th, 2017
 3. Up to \$2,000 in travel costs for the Rural Health Care Symposium

CAHFA: Health Expansion Loan Program II (Help II)

- Designed to provide low interest rate loans to California's non-profit small or rural health facilities in an efficient, timely, and cost effective manner
- Loan Information:
 1. 2% fixed interest rate for property acquisition, construction, renovation and equipment
 2. 3% fixed interest rate for loan refinancing
 3. Loan amounts ranging from \$25,000 to \$1,500,000
- Repayment Period varies according to the type of loan: from 5 to 20 years

Funds Owed to HCCA

Month/Year	HCCA	Line of	LOC Payment	Amount
	Management Fee	Credit		Owed
Jan -16	65,000	-	-	-
Feb -16	65,000	-	-	-
Mar -16	65,000	-	-	-
Apr - 16	65,000	-	-	-
May - 16	65,000	-	-	-
Jun - 16	65,000	-	-	-
Jul - 16	65,000	-	(65,000)	-
Aug - 16	65,000	-	-	-
Sep -16	65,000	-	-	-
Oct - 16	65,000	-	-	-
Nov - 16	65,000	-	-	-
Dec - 16	65,000	50,000	(281,000)	-
Jan - 17	65,000	260,000	-	-
Feb - 17	65,000	-	-	-
Totals	\$ 910,000	\$ 310,000	\$ (346,000)	\$ 874,000



HCCA & SIHD

**Working together to improve the
healthcare of the communities we
serve**

DRAFT



**Southern Inyo Healthcare District
Board of Directors
Special Meeting Minutes**

**Saturday, February 18, 2017
Board Convened at 12:00 p.m.**

**Southern Inyo Hospital
Conference Room
501 E Locust St, Lone Pine, Ca 93545**

PRESENT

Richard Fedchenko, President
Carma Roper, Treasurer
Mark Lacey, Director

ABSENT

Jaqueline Hickman, Secretary
Charles Carson, Director

OTHERS

Benny Benzeevi, M.D., Chair HCCA
Alan Germany, CRO/ Administrator

I. CALL TO ORDER

- A. Mr. Fedchenko called the meeting to order 12:10 p.m.
- B. Approval of Agenda

Action: Ms. Roper moved to approve the February 18, 2017 agenda. Mr. Lacey seconded. All approved.

II. CITIZEN REQUESTS/PUBLIC COMMENTS

None

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
Director

III. OPEN SESSION AGENDA

A. Consent Agenda

1. Consideration of Settlement and Release Agreement for Everbank

Action: Mr. Fedchenko moved to approve the Settlement and Mutual Release Agreement. Mr. Lacey seconded. All approved.

IV. DIRECTOR COMMENTS ON ITEMS NOT ON THE AGENDA

Comments: Mr. Fedchenko offered a director comment on the possibility of changing the day of the regular board meeting to the second Tuesday of each month.

V. ADJOURNMENT

Meeting adjourned at 12:19 p.m.

Board President or Secretary

Date

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
Director

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Mark Lacey
Director

Charles Carson
Director

DRAFT

**Southern Inyo Healthcare District
Board of Directors
Special Meeting Minutes**

**Thursday, March 2, 2017
Board Convened at 4:00 p.m.**

**Southern Inyo Hospital
Conference Room
501 E Locust St, Lone Pine, Ca 93545**

PRESENT

Richard Fedchenko, President
Mark Lacey, Director
Charles Carson, Director

ABSENT

Carma Roper, Treasurer
Jaqueline Hickman, Secretary

OTHERS

Alan Germany, CRO/ Administrator

I. CALL TO ORDER

A. Mr. Fedchenko called the meeting to order at 4:26 p.m.

B. Approval of Agenda

Action: Mr. Lacey moved to approve the March 2, 2017 agenda. Mr. Carson seconded. All approved.

II. APPROVAL OF MINUTES

- Special Board Meeting Minutes of February 16, 2017.

Action: Mr. Lacey moved to approve the minutes of February 16, 2017. Mr. Carson seconded. All approved.

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
Director

III. CITIZEN REQUESTS/PUBLIC COMMENTS

Comment: Lynne Bunn made a comment to the board regarding the Southern Inyo Clinic lease.

IV. OPEN SESSION AGENDA

A. Review of CHFFA HELP II Working Capital Loan

1. Approval of "A Resolution of The Board of Directors of Southern Inyo Healthcare District Authorizing The District to Participate in and Accept Funds from The California Health Facilities Finance Authority" – Mr. Germany presented CHFFA which offers Health Expansion Loan Program II (HELP II). The program is designed to provide low interest rate loans to California's non-profit small or rural health facilities in an efficient, timely and cost effective manner. HELP II working capital loan provides \$1.5 million over a 15-month period. Loan terms include \$2,500 monthly payment at 2 percent annual interest rate. In order to be eligible for the HELP II program the hospital has to be a District Hospital, licensed through the state, must have been in existence for three years and have three years of audited financial statements.

Action: Mr. Lacey voted aye. Mr. Carson voted aye. Mr. Fedchenko voted aye. All Approved.

V. DIRECTOR COMMENTS ON ITEMS NOT ON THE AGENDA

Comment: Mr. Lacy asked that the issue of the clinic lease be addressed as soon as possible.

VI. ADJOURNMENT

Meeting adjourned at 5:21p.m.

Board President or Secretary

Date

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
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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:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
Director

DRAFT

**Southern Inyo Healthcare District
Board of Directors
Special Meeting Minutes**

**Wednesday, March 8, 2017
Board Convened at 1:00 p.m.**

**Southern Inyo Hospital
Conference Room
501 E Locust St, Lone Pine, Ca 93545**

PRESENT

Richard Fedchenko, President
Jaqueline Hickman, Secretary
Mark Lacey, Director
Charles Carson, Director

ABSENT

Carma Roper, Treasurer

OTHERS

Benny Benzeevi, M.D., Chair HCCA
Alan Germany, CRO/ Administrator
Legal Counsel

I. CALL TO ORDER

A. Mr. Fedchenko called the meeting to order at 1:02 p.m.

B. Approval of Agenda

Action: Mr. Lacey moved to approve the March 8, 2017 agenda. Ms. Hickman seconded. All approved.

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
Director

II. CITIZEN REQUESTS/PUBLIC COMMENTS

None

III. OPEN SESSION AGENDA

A. Consent Agenda

1. Independent Contractor Agreement

Action: All approved.

IV. DIRECTOR COMMENTS ON ITEMS NOT ON THE AGENDA

None

V. SUSPEND OPEN SESSION - ADJOURN TO CLOSED SESSION

Mr. Fedchenko closed Open Session at 1:20 p.m. and opened Closed Session at 1:25 p.m.

VI. CLOSED SESSION

A. Existing Litigation (Govt Code 54956.9): Chapter 9 Bankruptcy

VII. ADJOURN CLOSED SESSION/RECONVENE OPEN SESSION

Mr. Fedchenko adjourned Closed Session and reconvened to Open Session at 5:40 p.m. Pursuant to Government Code section 54957.1, there was no action taken by Board in Closed Session.

VIII. ADJOURNMENT

Meeting adjourned at 5:45 p.m.

Board President or Secretary

Date

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Charles Carson
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

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Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
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Mark Lacey
Director

Charles Carson
Director

Resolution No. 17 - 2

A RESOLUTION OF THE BOARD OF DIRECTORS OF SOUTHERN INYO HEALTHCARE DISTRICT AMENDING ITS BYLAWS REGARDING REGULAR MEETINGS

WHEREAS, Resolution 17 - 2 sets the regular meetings of the Board of Directors for the fourth Thursday of the month at 4:30 pm, at Southern Inyo Hospital, 501 E. Locust Street, Lone Pine, California; and

WHEREAS, the Board of Directors desires to change the date of its regular meeting;

NOW, THEREFORE, BE IT RESOLVED that regular meetings of the Board of Directors shall be held on the second Tuesday of each month at 4:30 p.m., at Southern Inyo Hospital, 501 E. Locust Street, Lone Pine, California.

AYES:

NOES:

ABSTAIN:

ABSENT:

Richard Fedchenko, President

ATTEST

Jaque Hickman, Secretary

Physician Employment Agreement

This Physician Employment Agreement (this "Agreement") is made and entered into on _____, 201_ to be effective as of the Effective Date, as hereinafter defined, by and between **SOUTHERN INYO HEALTHCARE DISTRICT**, ("SIHD") and **George Kibler, M.D.**, individually ("Physician"). SIHD and Physician are sometimes referred to herein as a "Party" and collectively as the "Parties."

STATEMENT OF BACKGROUND INFORMATION

A. SIHD is a hospital district that owns and/or operates a federally certified critical access hospital and clinics (collectively the "Hospital").

B. SIHD is committed to providing appropriate, quality, comprehensive care for patients and, to further expand the services SIHD provides to its community, SIHD desires to employ a qualified physician, who is fully competent to provide professional medical services to patients of SIHD and can provide such services at such locations as SIHD may direct.

C. The medical staff of the Hospital has concurred by an affirmative vote that the Physician's employment is in the best interest of the communities served by the Hospital.

D. The Parties desire to enter into this Agreement and to set forth the terms of their agreement for Physician's employment by SIHD as more fully set forth below.

STATEMENT OF AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals (which by this reference are hereby made a part of this Agreement), the mutual covenants, promises and agreements herein contained and for other good and valuable considerations, the sufficiency and receipt of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I EMPLOYMENT

1.1 Employment

Beginning on the Effective Date, SIHD hereby agrees to employ Physician and Physician hereby accepts such employment as a part-time employee of SIHD pursuant to the terms and conditions set forth herein. "Part Time" shall mean devoting his or her working time, attention and energies, to the practice of medicine on behalf of SIHD at such locations as SIHD may direct, including but not limited to maintaining office hours, being on-call as directed by SIHD, and otherwise providing the Services (as hereinafter defined) all as set forth in this Agreement. Notwithstanding that a work shift may end, Physician shall continue to perform Services hereunder until the next physician is present on-site and

commences the performance of Services, if such is reasonably required for patient care. Physician warrants to SIHD that he or she is not subject to any restrictions (including without limitation any restrictive covenants in any agreement to which Physician is bound) that will prevent Physician from carrying out and performing the Services (as defined in Section 2.1(a) below) during the Term in accordance with the terms of this Agreement.

1.2 Patient Care

Nothing in this Agreement shall be interpreted to dictate Physician's independent judgment in the practice of medicine. Physician shall have complete control over the diagnosis and treatment of patients, and neither SIHD nor any SIHD employee shall exercise any direct supervision or control over the individual treatment of the patient. As provided in Section 2401 of the Business and Professions Code, the Hospital shall not interfere with, control, or otherwise direct Physician's professional judgment in a manner prohibited by Business and Professions Code §2400 or any other law.

1.3 Referral Requirement

During Physician's employment with SIHD, Physician shall consider referring patients requiring medical services to SIHD, or other physicians employed by SIHD; provided, however, the foregoing requirement does not apply in any of the following events: (a) if the patient expresses a preference for a different provider, practitioner or supplier; (b) if the patient's insurer or other payor makes the determination as to the provider, practitioner or supplier who will provide such services; (c) if, as determined by Physician in the exercise of his or her independent medical judgment, the referral is not in the patient's best medical interests; (d) the referral relates to services that are not provided by Physician under the scope of this employment arrangement, or (e) such requirement is prohibited by applicable law.

Notwithstanding the foregoing, the parties acknowledge that none of the benefits granted Physician hereunder are conditioned on any requirement that Physician make referrals to, be in a position to make or influence referrals to, or otherwise generate business for SIHD. Nothing in this Agreement or in any other written or oral agreement between Hospital and Physician, or any consideration offered or paid in connection with this Agreement or other oral or written agreement between SIHD and Physician requires the admission or referral of any patient to SIHD.

1.4 Exclusivity; Conflicts of Interest; Other Employment/Professional Activities

(a) During Physician's employment with SIHD, Physician shall not, without the prior written consent of SIHD, directly or indirectly engage in any professional or business activity related to the practice of medicine other than as an employee of SIHD. In furtherance of the foregoing, and not in limitation thereof, Physician may not engage in any of the activities set forth on Schedule 1.4 attached hereto and made a part hereof without SIHD's written consent or as specifically provided otherwise in Schedule 1.4.

(b) As a SIHD employee, Physician is subject to the Conflict of Interest and Disclosure of Interest Policy for Employees and Agents (the "Conflict Policy"). Physician

will comply with all provisions of the Conflict Policy, including disclosure of all actual, potential or perceived conflicts of interest. Physician further will comply with any remediation plan intended to correct a conflict of interest, including but not limited to termination of conflicting relationships, return of gifts or compensation, and/or divestiture of investment interests.

(c) Any activities of a professional nature to be undertaken by Physician outside of Physician's duties hereunder that have been approved in compliance with this Section 1.4 must be performed outside of Physician's Full Time practice and without the use of SIHD space, equipment, personnel, or other resources including but not limited to any professional malpractice liability insurance provided by SIHD pursuant to this Agreement, if any.

ARTICLE II PHYSICIAN DUTIES AND RESPONSIBILITIES

2.1 Provision of Services

(a) Physician shall provide professional medical services in the Specialty to SIHD patients requiring such services, and shall be responsible for such other professional duties as may be mutually agreed to by the Parties from time to time, including, without limitation, those clinical services and professional responsibilities set forth in Schedule 2.1(a) attached hereto and made a part hereof (the "Services"). Physician shall use his or her best efforts to provide Services in a competent, efficient and appropriate manner, whether such patients are at the physician's practice locations, a Hospital or other treatment location covered by SIHD. Physician shall obey all laws and regulations as they pertain to Physician's practice of medicine, and Physician shall apply his or her particular skill and knowledge to the practice of medicine in accordance with the applicable standards of the professional and ethical practice of medicine (including the ethical standards of the American Medical Association and the California Medical Association), SIHD policies and procedures and the appropriate standards of care of the community. Physician will cooperate in the implementation and maintenance of any indigent or charity care policy adopted by SIHD, and in any community education programs sponsored or conducted by SIHD. In performing the Services, Physician shall, within the limits of acceptable medical risk to the patient, accept under the purview of this Agreement all medically appropriate referral requests for Services to SIHD patients (including without limitation Medicare, TriCare, self-pay and indigent patients) from attending physicians. Further, Physician shall not discriminate or differentiate in the treatment of patients on the basis of race, sex, age, religion, marital status, sexual orientation, color, national origin, place of residence, health status, or source of payment for services or membership in any HMO, MCO or other insurance plan.

(b) In performing Services under this Agreement, Physician shall comply with the following performance standards and day-to-day responsibilities: (i) attend all required management meetings (it being understood that teleconferencing and excused absences meet acceptable attendance criteria); (ii) assist SIHD as requested in the efficient and effective day-to-day management of the practice; (iii) respond to patient and referring

physician needs and concerns regarding patient diagnosis and treatment as expeditiously as reasonably possible; (iv) provide input on and recommendation of professional, technical, and support staff needs to the practice; (v) provide input on and recommendation of policies and procedures regarding scheduling of patients to the end that the safety and health of patients takes precedence over other concerns; (vi) direct other employees of SIHD in the provision of medical services, especially with regard to patient safety; (vii) maintain and timely update patient medical records; and (viii) provide timely and accurate coding information and provide appropriate documentation to support the medical services provided by Physician and the notations in the patient medical records, either by Physician or as supervised by Physician as the Supervising Physician (as hereinafter defined) pursuant to this Agreement, all in compliance with applicable laws, rules, regulations and interpretations thereof and payor policies, procedures and guidelines, including but not limited to those relating to documentation and reimbursement.

2.2 Service Fees; Assignment of Fees

(a) SIHD shall have the exclusive authority and sole discretion to determine the professional fees, or a procedure for establishing the professional fees, to be charged patients and payors for Services rendered by Physician, but will consult with Physician regarding the establishment of such fees. All sums paid by Physician's patients in the way of fees, co-pays, and deductibles or otherwise for Services rendered by Physician shall be and will remain the property of SIHD and shall be included in SIHD's income. Physician shall cooperate and assist SIHD in the evaluation and determination of appropriate procedure and service codes for Physician's billable Services in compliance with federal and state law and third party payor agreements.

(b) As consideration under this Agreement, Physician assigns all (i) professional fees which arise from performing clinical services or from patient care activities, (ii) fees or payments which arise from "meaningful use" of electronic medical records and (iii) Physician Quality Reporting System payments, QCPI payments and other quality payments from third-party payors (collectively, "Physician Receipts") to SIHD. SIHD (and/or its designated agent for billing and collection) shall be responsible for (i) billing patients and shall pay all costs incident to billing and collection of patient fees for Services provided by Physician pursuant to this Agreement; and (ii) billing and collecting for all services rendered by SIHD in connection with any Services provided by Physician hereunder. All Physician Receipts and collections thereon, whether received by Physician or SIHD, shall be the sole property of SIHD and, if not directly received by SIHD, shall promptly be remitted to SIHD. Only SIHD shall bill and collect for any and all Physician Receipts. At the request of SIHD, Physician shall timely complete and file with the appropriate governmental authorities, agencies or bodies or other third party payors all documentation, agreements and writings, and give all notices, necessary to be filed or given by Physician to effectuate the foregoing assignment of Physician Receipts. Physician shall (i) promptly complete accurate records, and fully cooperate in the billing and collection of all amounts due for Physician's Services under this Agreement, and (ii) maintain and provide to SIHD records and reports, in a manner reasonably acceptable to SIHD, of all Services provided by Physician in the scope of Physician's employment

pursuant to this Agreement. SIHD, on the one hand, and Physician, on the other hand, hereby acknowledge and agree that, as required by 42 C.F.R. § 424.80(d), they are jointly and severally liable for repayment of any overpayments from the Medicare program made to SIHD in connection with the Services rendered under this Agreement. SIHD agrees that Physician shall have unrestricted access to claims and claims information submitted by SIHD for the Services provided by Physician under this Agreement. In carrying out these provisions relating to accounting and payment, Physician agrees to abide by all applicable laws, including any laws relating to assignment or reassignment of fees for Physician's Services, and any and all relevant terms of contractual arrangements between SIHD and third-party payors and government programs. The provisions of this Section 2.2(b) shall survive the expiration or termination of this Agreement.

2.3 Licensure and Certifications; Managed Care; Participating Provider

(a) Physician hereby warrants that Physician is fully authorized to practice medicine in the State of California, and holds all appropriate licenses from the Medical Board of California to be fully licensed and authorized to practice medicine in the State of California. Physician shall, during Physician's employment by SIHD, maintain such license(s), and shall promptly (within 3 days) report to SIHD any suspension, restriction, reduction, revocation or termination thereof. No license heretofore granted to Physician to practice medicine in any other jurisdiction has been suspended, restricted, reduced, revoked or terminated.

(b) Physician shall promptly complete/submit all necessary credentialing documentation which will enable Physician to participate in all managed care arrangements made available by or through SIHD upon SIHD's request. SIHD shall have the sole and exclusive right and authority to enter into contractual relationships with HMOs, IPAs, PPOs, PHOs, IDSs, ACOs, employer groups, provider networks and other managed care organizations and networks and third party payors. Physician shall not otherwise contract with any managed care organization, network or third party payor.

(c) Physician hereby warrants that Physician is a participating provider under the Medicare, and TriCare programs and shall, during Physician's employment by SIHD, remain a participating provider under such programs. Physician shall promptly complete/submit all necessary documentation which will enable Physician to participate in all federal or state reimbursed health care programs in which SIHD participates.

2.4 Confidentiality of Information

Physician acknowledges that SIHD considers significant amounts of information available to Physician confidential. "Confidential Information" means any and all proprietary items and meaningful information that SIHD regards and treats as such and includes any Works (as defined below in Section 2.13(a)), any Inventions (as defined in Section 2.13(b) below), discoveries, know-how, ideas, designs, research and development, and such other works Physician may create, compile, or develop as a result of the Services, whether or not copyrighted, patented, or patentable, or otherwise, and any and all policies, procedures, contracts, quality assurance techniques, managed care initiatives,

utilization management, patient records, credentialing, financial, statistical and other information of SIHD, including, without limitation, information embodied on magnetic tape, computer software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by SIHD or others on behalf of SIHD containing or reflecting such information. Confidential Information does not include information which: (i) was lawfully made available to or known by third persons on a non-confidential basis prior to disclosure by Physician; (ii) is or becomes publicly known through no wrongful act of Physician; or (iii) is received by Physician from a third party other than in breach of confidence.

(a) Physician acknowledges that Confidential Information is valuable property of SIHD and agrees that during his or her employment by SIHD, and for a period of two (2) years thereafter, Physician shall: (i) treat the Confidential Information as secret and confidential; (ii) not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third party except with the prior written consent of SIHD; (iii) not use (or in any way appropriate) the Confidential Information for any purpose other than the performance of SIHD's business or Physician's duties pursuant to this Agreement; (iv) limit the dissemination of and access to the Confidential Information to such of SIHD's officers, directors, managers, employees, agents or representatives as may reasonably require such information for the performance of SIHD's business and ensure that any and all such persons observe all the obligations of confidentiality contained in this Section 2.4; (v) not to publish or disclose any portion of the Confidential Information, Works, or Inventions, in a scholarly publication, presentation, or any other form or venue, without the express written permission of SIHD; and (vi) not take any action causing, or not fail to take action necessary in order to prevent any Confidential Information to lose its character or cease to qualify as Confidential Information. Provided, however, that any Confidential Information that rises to the level of a "trade secret" as defined under the California Trade Secrets Act, shall be protected by Physician for so long after such two (2) year period as such information retains its status as a trade secret under the California Trade Secrets Act and, provided further, medical review committee information, peer review organization information and patient information shall be protected for so long as allowed by applicable law.

(b) Confidential Information constituting the proceedings or records of a medical review committee or of a review organization shall be used and disclosed by Physician solely for the purposes and use of such medical review committee or review organization, and no materials relating to the proceedings or records of a medical review committee or review organization shall be removed from a Hospital by Physician.

(c) Confidential Information consisting of patient medical records and patient information shall be used by Physician solely for the purposes of providing Services hereunder and Physician shall maintain the confidentiality of such records and information in accordance with this Agreement, applicable SIHD policies and procedures, and applicable laws and regulations, including without limitation, the requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated and adopted pursuant thereto, as may be amended from time to time ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 and

regulations adopted pursuant thereto, as may be amended from time to time, and this Section 2.4.

(d) Upon termination of Physician's employment with SIHD, Physician shall transmit to SIHD all property belonging to SIHD, including without limitation all Confidential Information, and all physical embodiments and copies thereof.

(e) Pursuant to Section 7 of the federal Defend Trade Secrets Act of 2016 (the "Act"), Employee is hereby notified that Employee shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (A) is made: (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, as provided under the Act.

2.5 Compliance with Regulations

(a) Physician warrants that he or she shall comply with all applicable laws and regulations governing his or her licensing and conduct, and with the ethical standards of his or her profession, and with the applicable policies, procedures, bylaws, rules and regulations of SIHD and its medical staff ("Medical Staff"), including but not limited to the Medical Staff Bylaws and Rules and Regulations of the Medical Staff (collectively, the "Medical Staff Bylaws"). Physician shall cooperate with SIHD in satisfying any and all requirements needed to aid SIHD and its facilities in maintaining licensure and accreditation.

(b) By Physician's signature on this Agreement, Physician acknowledges receipt and that Physician has reviewed or will review SIHD's *Compliance Policies and Procedures*, including the Code of Conduct and the Physician Referral, Stark law and Anti-kickback policies and procedures. Physician shall read, and abide by these Policies and Procedures as such may be revised from time-to-time. If requested, Physician will acknowledge receipt of any such revisions in writing.

(c) Physician hereby certifies that Physician shall not violate the Anti-kickback Statute (42 USC § 1320a-7b (b)) and the Stark Law (42 USC § 1395nn) with respect to the performance of this Agreement.

(d) Physician agrees that any *Financial Relationship* between Physician or Physician's *Immediate Family Member* (as such italicized terms are defined in the Stark Law) and SIHD or SIHD's affiliates, whether direct or indirect, must be disclosed to SIHD and such disclosure must be attached to this Agreement as Schedule 2.5, if not otherwise centrally maintained by SIHD in accordance with applicable law. Physician shall notify SIHD in writing within three (3) days of becoming aware that Schedule 2.5 is or has become inaccurate or incomplete.

(e) Physician must comply with SIHD's compliance program including training related to the Anti-Kickback Statute and Stark Law. Physician agrees to receive at least

two hours of training within 30 days of the Effective Date. Physician further agrees to receive at least one hour of general training in each subsequent annual period.

(f) Physician will meet with the SIHD Compliance Officer and other SIHD designees at reasonable times and places to assess compliance with applicable laws and/or SIHD's Compliance Program, and to provide additional information regarding same, in writing, if SIHD so requests. Physician shall provide full and complete responses, in connection with such an assessment or request for information.

(g) As one of SIHD's remedies, but not by way of limitation, SIHD may delay or cease payment, if SIHD does not have Physician's cooperation and compliance with meeting, consulting, certifying and reporting requirements of this Agreement or if in good faith SIHD believes that ceasing a payment or practice hereunder would assist in the settlement of matters that may arise between SIHD and the Federal government, its agencies, or contractors under any Federally funded or Federally required health care program or between the State, its agencies or contractors under any State funded or State required health care programs. In the event that Physician does not cooperate or comply with SIHD's written request concerning the foregoing within 10 days of such request, SIHD shall be relieved of any obligation to pay sums then due, in addition to any other remedy it may have. If SIHD shall notify Physician not to refer a patient to the SIHD for any in- or out-patient SIHD service by reason of its good faith belief that the referrals under Stark Law may not be billed or paid, Physician shall cooperate with such notice and refer such patients other than in an emergency, to a facility other than SIHD. No additional damage can be sought against SIHD if it deposits or places such delayed or unpaid funds in a segregated account to be distributed according to a declaratory or other judgment of a court or arbitrator.

2.6 Specialty Boards

As of the Effective Date, Physician is Board certified or is Board eligible by a board recognized by the American Board of Medical Specialties ("Board certified" or "Board eligible") in the Specialty. If Board certified, Physician covenants that he or she shall remain Board certified for the full Term of this Agreement. If Board eligible, Physician covenants that he or she will become Board certified in accordance with the time requirements set forth in the Medical Staff Bylaws.

2.7 Medical Staff Membership

Physician has provided to SIHD all information, completed all applications and taken all steps necessary to obtain active medical staff membership on the Medical Staff of the Hospital and clinical privileges in the Specialty at the applicable Hospital(s). Physician covenants that, as of the Effective Date, he or she will be a member of the Medical Staff, in accordance with the Medical Staff Bylaws and shall maintain membership on the Medical Staff with active status and clinical privileges in the Specialty sufficient to perform his or her duties hereunder during Physician's employment by SIHD. All information contained on the Physician's application for Medical Staff membership and privileges is or will be, and with respect to any renewal thereof will be, true and correct, and no

information material to a thorough consideration of Physician's qualifications has been or will be omitted from such original or renewal application.

Physician shall furnish SIHD with satisfactory documentation and information about Physician's health status, professional qualifications, licensure and membership status in professional entities, civil and criminal investigations and disciplinary actions concerning Physician, and professional liability claims or actions relating to Physician's professional practice of medicine. Physician authorizes and directs the Medical Board of California, all healthcare entities and peer review bodies, and governmental entities with which Physician is or has been affiliated to provide SIHD with all information and documents relating to Physician's professional practice of medicine. Physician shall execute such authorizations and other documents, and perform such other acts as SIHD may deem necessary, reasonable, or convenient to effectuate the provision of such documents and information to SIHD.

2.8 Medical Staff Privileges

No medical staff or similar privileges granted to Physician by any hospital or similar institution have been denied, suspended, revoked, curtailed, reduced or limited in any manner, nor has Physician resigned or voluntarily reduced or limited any such privileges in response to or subsequent to any investigation or disciplinary action instituted with respect to his or her care of patients.

2.9 DEA Number

Physician warrants that he or she has, and during Physician's employment by SIHD shall maintain, a current narcotic number issued by the Drug Enforcement Agency ("DEA") and that no DEA or similar number that Physician holds or has held, has ever been cancelled or revoked by any state or federal agency. Physician shall promptly report to SIHD any such cancellation or revocation.

2.10 Standards of Practice

As part of SIHD's overall Quality Improvement Program, Physician shall abide by procedures established by SIHD applicable to the Physician to assure the consistency and quality of all Services provided by Physician. Physician shall ensure that his or her Services are at all times rendered in a competent and professional manner, consistent with quality improvement standards of the Medical Staff and in compliance with all applicable statutes, regulations, rules and directives of the federal, state and other governmental and regulatory bodies having jurisdiction over SIHD, the reimbursement and utilization needs of Hospital, and currently accepted and approved methods applicable to Physician. Further, Physician shall promptly prepare and record complete and accurate reports and supporting documentation of all examinations, procedures, treatments and other Services provided by Physician. Physician shall provide assistance with peer review activities as requested by SIHD.

In performance of the Services required under this Agreement, Physician acknowledges this Agreement and his/her performance hereunder is subject to quarterly and annual

reviews as required by Det Norske Veritas (“DNV”) and/or The Joint Commission and as set forth in SIHD’s policies and procedures. The indicators to be evaluated are described in Schedule 2.10 attached hereto and incorporated herein by this reference.

2.11 Budgets

Physician shall exercise diligence and cooperate with and assist SIHD in keeping control over costs in those areas in which Physician provides Services. To this end, Physician shall use his or her best efforts to perform all obligations under this Agreement in accordance with the approved budget, as established by SIHD and in accordance with SIHD’s financial needs.

2.12 Continuing Medical Education

Physician shall at all times remain in compliance with the California Medical Board’s requirements for continuing medical education.

2.13 Ownership of Materials – Copyrights and Patents

(a) Copyrights

(i) Definition of Work. A “Work” means anything that can be copyrighted which is developed or contributed to after the Effective Date of this Agreement and relates to the operation of the Specialty or SIHD physician practices.

(ii) Work Belonging to SIHD. Work belonging to SIHD includes all Works that are contributed to, created by or to be created by Physician in the course of performing obligations under this Agreement or within the scope of this Agreement and not identified in writing to SIHD at the time of execution of this Agreement. This includes any works created in whole or in part during regular work or on call hours, or using any equipment, personnel, medical records or property of SIHD. Any such Works shall by subject, to the extent permitted by law, to the Work for Hire provisions of the United States Copyright Act, Title 17 of the United States Code, 17 U.S.C. Section 101 et seq.,

(iii) Work Not Belonging to SIHD. Any Work created by Physician before employment and not contributed to after employment and identified in writing at the time of execution of this Agreement is Work not belonging to SIHD.

(iv) Disclosure and Transfer of Work subject to Copyright. Physician agrees to promptly assign, transfer and convey all right, title and interest in any Work belonging to SIHD if such Work is not vested in SIHD. Physician agrees to promptly execute and deliver any and all documents which, in SIHD's sole discretion, are necessary to allow SIHD to enforce SIHD's right, title and interest in the copyrights for any Work. All costs and expenses for registration of such Work

will be the responsibility of SIHD. Physician agrees to promptly disclose to SIHD in writing, all Work subject to this Section 2.13.

(v) Physician Warranties. Physician warrants: that as to any Work subject to transfer to SIHD or owned by SIHD he or she will waive any moral rights to such Work; that he or she has no ownership rights to any Works; he or she is not subject to any agreements or understandings which could in any way limit Physician's ability to fulfill the assignment obligations under this Agreement or otherwise interfere with SIHD's right to own the Works; the Works do not infringe upon any existing common law or statutory copyright; the Works have not been published in any form; and the Works contain no unlawful matter.

(vi) Publication. SIHD, in its sole discretion, will determine whether any Work belonging to it will be published.

(b) Inventions

(i) Definition of Invention. "Invention" means anything which is covered or defined under The Patent Act, Title 35 of the United States Code, 35 U.S.C. Section 1, et seq., together with all patent applications and patents maturing therefrom. This includes anything made solely by or jointly with Physician whether conceived or reduced to practice; any improvements in technology that provides a new or improved function, decrease in weight or size, increase in efficiency, decrease in cost, solution of an historical problem and the like.

(ii) Inventions Belonging to SIHD. Any Inventions created or contributed to by the Physician while under this Agreement including Inventions made in whole or in part during regular work hours, on-call hours, or using any equipment, personnel, or property of SIHD and not identified in writing at the time of execution of this Agreement are Inventions belonging to SIHD.

(iii) Inventions Not Belonging to SIHD. Any Inventions created by Physician before employment by SIHD and identified in writing to SIHD at the time of execution of this Agreement are excluded from SIHD ownership.

(iv) Disclosure of Inventions subject to Patent or Copyright. Physician agrees to promptly disclose all Inventions subject to this Agreement to SIHD and to assign, transfer and convey all right, title and interest in any Invention. Physician agrees to execute and deliver to SIHD any and all Inventions made by Physician either solely or jointly with others in the course of this Agreement. Physician agrees to promptly deliver, execute all necessary documents which in SIHD's sole discretion will assist SIHD to enforce SIHD's title and rights in the copyrights for any Inventions. All costs and expenses for registration of such Inventions will be the responsibility of SIHD if, in SIHD's sole discretion, it decides to pursue patent protection. Physician agrees to keep adequate and appropriate records in support

of the reporting requirements of this Agreement. The requirement to report all Inventions shall survive termination of this Agreement.

(v) Physician Assignments, Acknowledgements and Warranties. Physician assigns to SIHD all right, title and interest in any and all Inventions made or to be made by Physician either solely or jointly in the course of performing obligations hereunder. Physician warrants that Physician has no ownership rights in any Inventions not disclosed in accordance with subparagraph 2.13(b)(iii) herein and waives any rights, moral or otherwise, to such Inventions; and that he or she is not subject to any agreements or understandings which could limit Physician's ability to fulfill the assignment obligations under this Agreement. Physician warrants that any Invention created or contributed to by Physician does not infringe on any existing patent or copyright and the Invention contains no unlawful matter.

(vi) Production and Sales of Invention. SIHD, in its sole discretion, will determine whether any Invention belonging to it shall be produced, sold or otherwise utilized.

2.14 Governmental Reporting Requirements.

The provisions of this Agreement are not intended to reallocate to Hospital any disclosure or reporting requirements imposed upon Physician under any governmental program or law, or to create an assumption that such disclosure obligations have been imposed upon Hospital. Physician acknowledges that Physician shall have the sole responsibility to fulfill any such governmental reporting requirements.

2.15 Accountability

Physician shall report to (i) the Director of Emergency Department of SIHD, or his/her designee for administrative matters, such as scheduling, attendance in continuing education programs, personnel matters, for clinical oversight of professional services rendered under this Agreement and on matters relating to patient safety and quality, including, without limitation, compliance with laws, regulations, rules and policies.

2.16 Debarment

Physician represents and warrants that Physician is not and has not been (i) suspended, excluded, barred or sanctioned by Medicare, or any other state or federal health care program (or notified of such action); (ii) debarred pursuant to the Federal Food, Drug and Cosmetic Act or received notice of a debarment action; (iii) suspended, excluded, barred or sanctioned by the U.S. Food and Drug Administration ("FDA") or any other governmental agency from participation in clinical research activities; (iv) convicted of, charged with or indicted for any criminal offense related to health care; or (v) otherwise engaged in conduct for which a person or entity can be so convicted, indicted, charged or listed. Physician shall immediately notify SIHD in the event he or she becomes aware of any such action, suspension, exclusion, debarment, sanction, conviction, indictment or notification pertaining to Physician during the Term of this Agreement and the three (3)

year period following termination or expiration of this Agreement. Upon the receipt of such notice by SIHD or if SIHD otherwise becomes aware of such action, suspension, exclusion, debarment, sanction or notification, SIHD shall have the right to terminate this Agreement immediately, if such Agreement is still in effect. This Section 2.16 shall survive the termination or expiration of this Agreement.

ARTICLE III RESPONSIBILITIES OF SIHD

3.1 Facilities

During the Term, SIHD shall provide Physician with physical space for use in performing the Services as determined by SIHD. The size and location of such space shall be determined by SIHD, in consultation with Physician concerning space needs. SIHD facilities shall be used only in connection with performance of the duties hereunder involving SIHD's operations and patients.

3.2 Equipment

During the Term, SIHD shall provide, maintain and make available to Physician the equipment reasonably necessary for the provision of the Services. Equipment shall be maintained by SIHD at its current levels, and as determined by SIHD, equipment will be replaced and updated, subject to approved operating and financial budgets of SIHD. Physician shall promptly notify SIHD (through SIHD's notification system to the Biomedical Department) of any defect, malfunction or other deficiency of such equipment of which he or she is or becomes aware. New equipment may be recommended by Physician through SIHD's standard capital equipment budgetary process. SIHD shall provide Physician with opportunities for input in decisions about major equipment acquisition for and supplies needed in the physician's practice; provided, however, that at the time of such input Physician shall disclose to SIHD in writing any financial or other relationship with the manufacturer, distributor, vendor, supplier or other provider of any equipment or supplies recommended by Physician. SIHD shall also provide all supplies necessary to provide the Services. SIHD equipment and supplies (wherever located) shall be used only in connection with performance of the duties hereunder involving SIHD operations and patients.

3.3 Personnel

During the Term, SIHD shall provide personnel to deliver administrative, clinical, and technical assistance and support to Physician in the performance of the Services hereunder. Any SIHD personnel providing assistance to Physician hereunder shall be and remain employees of SIHD and may be disciplined, transferred or discharged only by SIHD; provided, however, Physician can notify SIHD of his good faith objection to the continued employment of such staff, and request SIHD to remove such personnel. SIHD shall provide Physician with opportunities to provide input about the performance of such personnel to appropriate departmental directors. SIHD personnel shall be used only in

connection with performance of the duties hereunder involving SIHD operations and patients.

During the Term and any extensions or renewals thereof, and for a further period of one (1) year after expiration or other termination of this Agreement, Physician shall not recruit, solicit for hire, or induce any person to recruit, hire or solicit for hire, any person who is an employee or independent contractor of SIHD.

ARTICLE IV COMPENSATION AND BENEFITS

4.1 Compensation

SIHD agrees to compensate Physician during the Term for the Services rendered pursuant to this Agreement in accordance with the compensation plan set forth on Exhibit 1 attached hereto and made a part hereof, and Physician accepts and agrees to such compensation and compensation plan. Physician shall document all Services provided hereunder in a form as required by SIHD. SIHD and Physician agree that the compensation paid by SIHD to Physician, including benefits, as set forth herein is consistent with and does not exceed the fair market value of Physician's services.

4.2 Offset

If SIHD determines, in good faith, that Physician owes a repayment to SIHD pursuant to this Agreement or otherwise (a "Repayment Amount"), SIHD shall notify Physician in writing and shall have the right to offset, in whole or in part, any Repayment Amount against any payment due Physician under this Agreement until the Repayment Amount is paid in full; If the payment due to Physician hereunder is not sufficient to offset fully the applicable Repayment Amount, SIHD shall roll forward the remaining portion of the Repayment Amount against any compensation due hereunder until such Repayment Amount is paid in full. Each additional Repayment Amount determined by SIHD, for which SIHD seeks to offset under this Section 4.2, shall be separately subject to the provisions of this Section 4.2.

4.3 Benefits

During the Term, Physician (and, where applicable, Physician's eligible dependents) shall be eligible to participate in those various SIHD welfare benefit plans, practices and policies in place during the Term (including, without limitation, medical, pharmacy, dental, vision, disability, employee life insurance plans and other programs, if any) to the extent allowed under and in accordance with the terms of those plans. In addition, Physician shall be eligible to participate, pursuant to their terms, in any other benefit plans offered by SIHD to similarly-situated employees from time to time during the Term. During the Term, Physician shall be entitled to vacation, sick leave, and other similar benefits, if any, in accordance and in parity with the policies of SIHD for its physician employees, in effect from time to time. SIHD may change or terminate any benefits from time to time while Physician is employed, so long as the change generally affects employees or physician employees.

**ARTICLE V
TERM AND TERMINATION**

5.1 Term

This Agreement shall be effective as of the later of _____, 20__ or the date upon which the Hospital's medical staff concurs by an affirmative vote that the Physician's employment is in the best interest of the communities served by the Hospital (the "Effective Date") and shall continue for an initial term of three (3) years (the "Term") until the day immediately preceding the third anniversary of the Effective Date, unless earlier terminated as provided herein. Notwithstanding the foregoing, this Agreement may not be extended beyond January 1, 2024 unless the expiration date set forth in Business & Professions Code § 2401(e) is extended beyond January 1, 2024.

5.2 Termination without Cause

Regardless of the Term, or any other provision of this Agreement, either party may terminate this Agreement at any time by giving notice to the other of such termination and specifying the effective date thereof. Physician shall provide not less than ninety (90) days' advance notice and SIHD shall provide not less than thirty (30) days' advance notice before the effective date of such termination. If a party should terminate this Agreement with or without cause during the Initial Term, the parties shall not thereafter enter into a similar contract for a period of one year from the effective date of such termination. The foregoing sentence is intended to meet the regulation at 42 CFR § 411.357(d)(iv) on altering material terms of this Agreement and shall survive the termination of this Agreement.

5.3 Termination by SIHD

SIHD shall have the right to immediately terminate this Agreement for cause at any time. For purposes of this Agreement, an event or occurrence constituting "cause" shall mean any one or more of the following:

- (a) Revocation, suspension, resignation or substantial curtailment or limitation of Physician's Medical Staff privileges at a hospital or any license to practice medicine;
- (b) Physician's Drug Enforcement Agency number is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way;
- (c) Physician becomes the subject of an investigatory, disciplinary, or other proceeding before any governmental, professional, licensing board, medical staff, or peer review body. Termination under this subsection is not contingent on the outcome of any such proceeding;
- (d) Patient health or safety is or may, in the sole discretion of Hospital, be in imminent and serious danger because of Physician action;

(e) Physician fails to maintain malpractice insurance necessary to meet the requirements set forth in this Agreement;

(f) Physician's use of drugs or alcohol which interferes with the performance of Physician's duties and responsibilities under this Agreement;

(g) Physician is charged with a felony, or with other crime involving moral turpitude, or offenses related to the billing or provision of health care services;

(h) Loss of Board certification in the Specialty or failure to become Board certified as required by Section 2.6 herein;

(i) If Physician is substantially unable to provide professional services for a period in excess of 15 consecutive days, or more than 30 days in any six month period;

(j) Suspension, exclusion, debarment or sanction of Physician from any of Medicare, TriCare or other government reimbursed health care programs or if Physician's billing numbers have been denied, suspended, revoked;

(k) Public notoriety that calls into question Physician's skill, capability, or character, or which, in Hospital's sole judgment, may undermine Hospital or patient confidence in such skill, capability, or character;

(l) Physician (or Physician's liability carrier) is required to pay damages in any malpractice action by way of judgment or settlement;

(m) Physician's failure to adhere to the Medical Staff Bylaws of the Hospital;

(n) An event occurs that substantially interrupts all or a portion of Physician's professional practice or that materially adversely affects Physician's ability to perform Physician's obligations hereunder, which is not related to a disability to which SIHD can make reasonable accommodation;

(o) Failure to complete SIHD required compliance training within the time and manner specified by SIHD;

(p) A matter that a reasonable person would consider a notable violation of criminal, civil, or administrative law for which penalties or exclusions from health care programs may arise;

(q) Continued performance of this Agreement, in Hospital's sole discretion, violates any applicable law or materially conflicts with any accreditation standard, or Federal or State health care program requirements;

(r) Upon Physician's death;

(s) Physician's failure to agree to those changes to his or her compensation that are necessary to ensure that Physician's compensation remains fair market value; and

(t) Upon breach of any material term of this Agreement by Physician, which breach is not corrected within thirty (30) days after written notice thereof is given to Physician by SIHD, provided that, as to breaches of Section 2.14, Section 6.1 or any of the foregoing subsections (a)-(i) of this Section 5.3, there shall be no opportunity to cure.

Termination for Cause as provided hereunder shall not prohibit SIHD from exercising any other right or remedy under this Agreement or otherwise allowed by law.

5.4 Termination by Physician

This Agreement may be terminated by Physician upon a breach by SIHD of this Agreement, provided that SIHD fails to correct such breach within sixty (60) days after SIHD's receipt of written notice thereof from Physician.

5.5 Changes in Applicable Law

The Parties agree that in the event there is a material change in any laws, rules, regulations, or interpretations thereof which would (in the opinion of counsel of either Party) (i) require the Parties hereto to restructure this employment arrangement or any provision of this Agreement, including without limitation a shift in payment methodologies for medical services from a productivity model to non-productivity models such as quality incentive payments, bundling of payments, shared savings payments, (ii) so materially affect either of the Parties that continued performance under this Agreement shall become impossible, intolerable, or a violation of any law or regulation, or (iii) jeopardize SIHD's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or comparable provisions of state law, or any of its bonded indebtedness, then, in any such instance, the Parties shall cooperate and renegotiate this Agreement in good faith and in such a manner that the essence of this Agreement is maintained to the greatest extent possible. Renegotiation of the terms of this Agreement shall commence promptly after either Party gives written notice to the other Party hereto of such change. Immediately upon the giving of such notice, the Parties hereto shall suspend performance of all noncomplying (in the opinion of the Party hereto giving such notice) obligations hereunder, including but not limited to the payment of any amounts payable hereunder that might be deemed to be inappropriate or prohibited but any sums not in question shall continue to be paid, pending renegotiation of this Agreement. With respect to the matters set forth in subclauses (ii) or (iii) above, if the Parties hereto are unable to renegotiate this Agreement within thirty (30) days after the date of such notice, then either Party may, by written notice to the other Party, immediately terminate this Agreement. With respect to the matter set forth in subclause (i) above, if the Parties hereto are unable to renegotiate this Agreement within one hundred eighty (180) days after the date of such notice, then either Party may, by written notice to the other Party, immediately terminate this Agreement.

5.6 Effect of Termination

The termination of this Agreement by either Party shall not, in and of itself, affect a termination of Physician's appointment to and membership on the Medical Staff of the Hospital. However, the foregoing shall not be construed as limiting the rights of SIHD and its Medical Staff to take any action regarding privileges pursuant to the applicable Medical Staff Bylaws. Further, termination of this Agreement shall not, however, afford Physician any right to a hearing or access to any other due process or similar procedure set forth in the applicable Medical Staff Bylaws.

In the event that a cause for termination by SIHD arises under this Agreement, SIHD may also terminate any other agreements between SIHD and its affiliates and Physician, in its sole and absolute discretion. A termination of one, any or all such agreements shall not limit available rights and remedies of Hospital.

5.7 Survival

No termination or expiration of this Agreement shall affect (a) any rights or liabilities that arose or accrued prior to the date of termination or expiration, or (b) any obligations that by their terms or nature must extend beyond the date of termination or expiration to be effective.

**ARTICLE VI
MISCELLANEOUS**

6.1 Non Disclosure

Neither Party shall disclose to any person or entity or discuss with any person or entity any of the terms, conditions and covenants of this Agreement, and the Parties shall maintain the existence of this Agreement and the terms hereof in the strictest of confidence. This provision is not intended to restrict or prohibit disclosure by Physician of this Agreement or any of its terms to Physician's spouse, nor to restrict or prohibit disclosure to either Party's respective legal or business counsel or advisors. Any disclosure of any term of this Agreement, other than as permitted by this Section 6.1, may be cause for termination of the Agreement under Section 5.3(t) above. This Section 6.1 is a material term of this Agreement.

6.2 Rights in Property

All title to supplies, fiscal records (except Physician's personal records), charts and medical records, equipment and furnishings shall remain the sole property of SIHD. SIHD shall maintain all medical records of patients to whom Physician has provided Services. All case histories, medical records, patient records, X-rays, CTs, MRIs or other radiological studies, computer printouts or electronic media, patient lists, and all other professional, medical or financial information regarding SIHD's physician practice patients or patients consulted, interviewed or treated or cared for by Physician during the Term of this Agreement shall at all times belong to and remain the property of SIHD; and during the Term of this Agreement and thereafter, Physician shall have no proprietary

rights therein. Upon termination or expiration of this Agreement, irrespective of the time, manner or cause of said termination, Physician shall surrender to SIHD all such medical records, patient records, X-rays, CTs, MRIs or other radiological studies and all other professional, medical or financial information regarding SIHD's physician practice which is in Physician's possession. Notwithstanding the foregoing, SIHD shall release a copy of a patient's medical records to Physician only in the following instances: (i) upon written request from a patient provided that the patient pays the costs of duplication; or (ii) upon written request from Physician, together with written HIPAA authorization from the patient, provided that Physician shall pay the costs of duplication.

6.3 Waiver

A waiver of the breach of any term or condition of this Agreement by either Party shall not constitute a waiver of any subsequent breach or breaches.

6.4 Assignment

No assignment or delegation of this Agreement or the rights and obligations hereunder by Physician shall be valid without the specific written consent of SIHD.

6.5 Entire Agreement

This Agreement supersedes all previous understandings, discussions, writings, letters of intent, contracts or agreements between the Parties with respect to the subject matter hereof, and constitutes the entire agreement between the Parties.

6.6 Notices

Notices required or permitted to be given under this Agreement, except as otherwise specifically provided for herein, shall be in writing and may either be delivered personally or sent by registered mail in the United States Postal Service, return receipt requested, postage prepaid to the notice address for each party set forth below.

To Physician:	George Kibler, M.D. P.O. Box 1137 Lone Pine, CA 93545
To SIHD:	Southern Inyo Hospital 501 E Locust St PO Box 1009 Lone Pine, CA 93545 Attn: Chief Restructuring Officer

A notice shall be deemed given on the date it is delivered in person or deposited in the mail in accordance with the foregoing. Either party may change the address at which to send notices by giving the other party ten (10) days prior written notice of such change.

6.7 Amendments

This Agreement may not be modified or amended except by written agreement executed by both Parties, and may not be amended orally. Any waiver related to, or amendment of, this Agreement must be in a writing that is designated as a waiver or amendment, and must be signed by Physician, and by the Chief Executive Officer of SIHD, or his/her designee. This provision is intended to prevent the alteration of the terms and conditions of this Agreement and the acceptance of partial performance in violation of applicable Federal regulation, Hospital policy, or the Compliance Program.

6.8 Conflict with Policies

If any provision of this Agreement conflicts with the personnel policies of SIHD, this Agreement shall be controlling as to the issue, its interpretation and resolution.

6.9 Schedules and Exhibits

The Schedules and Exhibits attached to this Agreement are incorporated herein by reference and are fully a part of this Agreement as if set forth in the body of the Agreement.

6.10 Access Clause

If this Agreement is subject to Section 952 of the Omnibus Reconciliation Act of 1980, 42 USC Section 1395x(v) (1) (I) (the "Statute") and the regulations promulgated thereunder, 42 CFR, Part 420, Subpart D (the "Regulations"), Physician shall, until the expiration of four (4) years after furnishing of services pursuant to this Agreement, make available, upon proper request, to the Secretary of Health and Human Services (the "Secretary") and to the Comptroller General of the United States (the "Comptroller General"), or any of their duly authorized representative, the Agreement and the books, documents and records of Physician that are necessary to certify the nature and extent of the cost of services furnished pursuant to the Agreement for which payment may be made to SIHD under the Medicare program.

If the Agreement is subject to the Statute and Regulations and Physician carries out any of the duties of the Agreement through a subcontract (to the extent permitted herein), with a value of or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, that subcontract shall contain a clause to the effect that until the expiration of four (4) years after furnishing of services pursuant to such subcontract, the related organization shall make available, upon proper request, to the Secretary and the Comptroller General, or any of their duly authorized representative, the subcontract and the books, documents and records of such related organization that are necessary to verify the nature and extent of such costs.

6.11 IRC Section 409A

(a) Although SIHD does not guarantee to Physician any particular tax treatment relating to the payments and benefits under this Agreement, it is intended that such payments and benefits be exempt from, or comply with, Code Section 409A.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.” A “separation from service” may occur even if there is no termination of employment if the Physician’s level of services to SIHD decreases to an amount that would be considered a “separation from service” in accordance with Treasury Regulations Section 1.409A-1(h)(1)(ii).

(c) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year and (ii) such payments shall be made on or before the last day of Physician’s taxable year following the taxable year in which the expense was incurred. Any receipts or other proof of expenses (if required) shall be submitted to SIHD by Physician no later than one month after the end of the calendar year in which the payment is no longer subject to a substantial risk of forfeiture.

(d) For purposes of Code Section 409A, Physician’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

(e) Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., “payment shall be made within thirty (30) days following the date of termination”), the actual date of payment within the specified period shall be within the sole discretion of SIHD.

(f) In the event a payment date is not otherwise specified in this Agreement, the payment shall be made on or before March 15th following the calendar year in which the payment is no longer subject to a substantial risk of forfeiture.

6.12 Severability

The provisions of this Agreement are severable. If any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clauses or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Agreement in any jurisdiction.

6.13 Governing Law

This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

6.14 Non-Discrimination.

In the performance of this Agreement, Physician will not unlawfully discriminate against individuals under the applicable Federal or state laws. The parties will comply with the Civil Rights Act of 1964 as amended, and all other applicable anti-discrimination laws, regulations, and policies. As a recipient of Federal financial assistance, Hospital does not exclude, deny benefits to, or otherwise unlawfully discriminate against any person on the ground of race, color, or national origin, or on the basis of disability or age in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by Hospital directly or through Physician or any other entity with which Physician arranges to carry out his/her obligations, program and activities. Physician agrees to abide by Hospital's nondiscrimination policies and the rules, procedures and regulations that Hospital may adopt to affect such policies and will cooperate in any investigation Hospital may have related to a complaint implicated by Hospital's nondiscrimination policy. Physician agrees to comply with applicable law, including without limitation, laws and regulations applicable to patient confidentiality, access, and patient care. Physician agrees to treat in a non-discriminatory manner any and all Patients receiving medical benefits or assistance under any federal health care program.

6.15 Third Party Beneficiaries.

The rights and obligations of each party to this Agreement shall inure solely to the benefit of the parties hereto, and no person or entity shall be a third party beneficiary of this Agreement.

6.16 Captions.

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

6.17 Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or portable document format (.pdf) transmission.

IN WITNESS WHEREOF, SIHD has caused this Agreement to be executed by its duly authorized representatives and Physician has executed this Agreement to be effective on the Effective Date.

SOUTHERN INYO HEALTHCARE DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PHYSICIAN

George Kibler, M.D.

Date: _____

SCHEDULE 1.4

Restrictions – Other Employment/Professional Activities

During the Term of Physician's employment with SIHD, Physician may not engage in any of the following activities without the appropriate prior written consent of SIHD in accordance with Section 1.4:

1. Providing an affidavit, consulting or serving as an expert witness in any professional liability suit or matter. Any activities of this nature must be submitted in writing and approved in advance by SIHD's Vice President of Legal and Chief Executive Officer;
2. Employment by, an independent contractor with, or the provision of locum tenens work for, any entity other than SIHD;
3. Selling, or promoting sales of, any goods or services, medical products or devices, drugs or pharmaceutical products, supplements or vitamin products, or cosmetic products or devices;
4. Holding a position as director, trustee or officer of an organization which competes with or is engaged in an existing or proposed business relationship with SIHD;
5. Serving as a medical director, consultant, clinical advisor, preceptor, investigator or comparable position for any entity outside the SIHD system, whether compensated or not, including, but not limited to medical practices, athletic teams, schools or colleges, pharmaceutical or device manufacturers, employers, or third party payers;
6. Receiving anything of value, including gifts or compensation, from an entity which competes with SIHD or with which SIHD has a contract or other transaction, provides items or services to SIHD or is seeking to do business with SIHD, including, but not limited to, third party payers, vendors, manufacturers, parties to clinical research agreements or after care providers (home care agencies, hospices and durable medical equipment suppliers). Items of value and gifts include cash or cash equivalents, commissions, share in profits, gift certificates, merchandise, loans or advances, or labor, materials, services, repairs or improvements at no cost or at prices other than for fair value; non-approved SIHD business travel accommodations, airline, or other transportation tickets, or hotel accommodations; or recreational admission tickets, excessive or extravagant entertainment or similar gratuities;
7. Maintaining an investment interest in any entity that sells goods or services to SIHD where Physician has actual, potential or perceived decision making authority or influence as to the purchase of such goods or services. Ownership of stock or other securities in closely held or non-public companies that sell goods or services to SIHD may constitute a conflict of interest and must be reported. Ownership of not more than 10 percent of the net worth of a publicly traded company, which ownership is not valued at more than 10 percent of Physician's net worth, however, is not a conflict;

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8. Maintaining an investment interest (as defined above) in any entity competing with SIHD, where the Physician has actual, potential or perceived decision making authority or influence that would directly or indirectly benefit the competing entity;
9. Presenting research reports or studies or otherwise making presentations at conferences; and
10. Engaging in research or development activity.

SCHEDULE 2.1(A)

Services

In performing the Services described in Section 2.1 of the Agreement, Physician's Services shall include:

Direct Patient Care

- A. Provides patient care in an assigned medical office on an as needed basis and as requested by SIHD. Provides patient care on an on-call basis for the emergency department and as requested by SIHD. Provides patient care at the SIHD skill nursing facility and as requested by SIHD. Provides patient care at the practice locations designated by SIHD to provide direct patient care in the Specialty to patients and as required under the SIHD Medical Staff Bylaws by remaining on applicable Hospital call schedule for scheduled periods to accept unassigned patients and see such patients in Physician's medical office or at such other location as SIHD may direct.
- B. Accepts referrals from physicians to provide medical care for patients requiring hospitalization for Specialty diagnoses. The referral may be from a physician's office or subsequent to an Emergency Department consultation.
- C. Coordinates medical care for all patients requiring Services admitted to the applicable Hospital.
- D. Provides medical supervision (as "Supervising Physician") for nurse practitioners and/or physician assistants for services provided by such providers in connection with physician's medical practice, as more particularly set forth in, as applicable, (i) a Nurse Protocol prepared, filed and implemented in accordance with the California Registered Professional Nurse Practice Act and implementing regulations, and the applicable requirements of the California professional code for physicians and implementing regulations or (ii) a Job Description prepared, filed and implemented in accordance with the California Physician's Assistant Act and implementing regulations, and the applicable requirements of the California professional code for physicians and implementing regulations.
- E. Performance Standards. In performing services under this Agreement, Physician shall comply with the following Performance Standards:
 - (a) promote cooperation and teamwork among other physicians and other employees and personnel of SIHD;
 - (b) attend, to the extent reasonably practicable, all required management meetings;
 - (c) assist SIHD as requested in the efficient and effective day to day management of the Physician's practice;

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- (d) respond to patient and referring physician needs and concerns regarding patient diagnosis and treatment as expeditiously as reasonably possible;
- (e) fully support SIHD's overall quality improvement and quality assurance initiatives;
- (f) recommend professional, technical, and support staff needs to SIHD;
- (g) recommend policies and procedures regarding scheduling of patients to the end that the safety and health of patients takes precedence over other concerns;
- (h) direct other employees in the provision of medical services, especially with regard to patient safety;
- (i) maintain and timely update patient medical records; and
- (j) adhere to such other performance standards (not inconsistent with the terms of this Agreement) as established by SIHD from time to time.

EXHIBIT 1

Compensation Plan

Base Salary. Physician shall be paid an hourly rate ("Pay Rate") of sixty dollar (\$60) payable in equal installments in accordance with SIHD's regular payroll practice.

During the Term, Physician will be eligible for annual merit increases in accordance with the policies of SIHD for its physician employees, in effect from time to time. SIHD may change or terminate any merit increase program or practice from time to time while Physician is employed.

Physician Quality Incentive Compensation Plan Bonus. Physician shall be eligible to participate in SIHD's Physician Quality Incentive Compensation Plan, as in effect from time to time, during the Term hereof. SIHD's Provider Incentive Compensation Plan requires that a physician be an employee at the time of payment to receive a bonus hereunder. The Physician Quality Incentive Compensation Plan bonus is payable annually within sixty (60) days of the end of the calendar year. While subject to change, the Physician Quality Incentive Compensation Plan is currently based 33% for Quality Measures, 33% for Patient Satisfaction Scores and 34% for productivity and professional standards.

**Schedule 2.10
Quality Benchmarks**

The following benchmarks are the initial quality benchmarks and are subject to change by SIHD as it deems appropriate from time to time and as provided in Section 2.10 hereof.

PROPRIETARY AND CONFIDENTIAL

#	QUALITY BENCHMARK –	QUALITY GOALS: COMPLIANCE %	QUALITY GOALS: % OF QUALITY PAYMENT TO BE PAID
1.	Numerator – Denominator – Source –		
	QUALITY BENCHMARK –	QUALITY GOALS: COMPLIANCE %	QUALITY GOALS: % OF QUALITY PAYMENT TO BE PAID
2.	Numerator – Denominator – Source –		
	QUALITY BENCHMARK –	QUALITY GOALS: COMPLIANCE %	QUALITY GOALS: % OF QUALITY PAYMENT TO BE PAID
3.	Numerator – Denominator – Source –		

	QUALITY BENCHMARK –	QUALITY GOALS: COMPLIANCE %	QUALITY GOALS: % OF QUALITY PAYMENT TO BE PAID
4.	Numerator – Denominator – Source –		



SOUTHERN INYO
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March 1, 2017

Board of Directors
Southern Inyo Hospital
P.O. Box 1009
Lone Pine, CA 93545

It is requested that Teresa McFarland, FNP be granted temporary Medical Staff privileges for a period of 90-days to facilitate the Medical Staff credentialing process.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO, Medical Director of ER

Date

Alan Germany, CEO/CRO

Date

Richard Fedchenko, Board President

Date



SOUTHERN INYO
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March 3, 2017

Board of Directors
Southern Inyo Hospital
P.O. Box 1009
Lone Pine, CA 93545

It is requested that George Kibler, MD be granted temporary Medical Staff privileges for a period of 90-days to facilitate the Medical Staff credentialing process.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO, Medical Director of ER

Date

Alan Germany, CEO/CRO

Date

Richard Fedchenko, Board President

Date



Southern Inyo Hospital

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March 14, 2017

Board of Directors
Southern Inyo Hospital
P.O. Box 1009
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Provisional Medical Staff Privileges are extended to Dr Raymond Azab, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



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March 14, 2017

Board of Directors
Southern Inyo Hospital
P.O. Box 1009
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Provisional Medical Staff Privileges are extended to Dr Mark Beller, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



SOUTHERN INYO
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March 14, 2017

Board of Directors
Southern Inyo Hospital
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Lone Pine, CA 93545

Provisional Medical Staff Privileges are extended to Dr Daniel Brunengraber, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



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March 14, 2017

Board of Directors
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P.O. Box 1009
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Provisional Medical Staff Privileges are extended to Dr Eugene Choi, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



SOUTHERN INYO
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March 14, 2017

Board of Directors
Southern Inyo Hospital
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Provisional Medical Staff Privileges are extended to Dr Vito Fodera, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



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March 14, 2017

Board of Directors
Southern Inyo Hospital
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Provisional Medical Staff Privileges are extended to Dr Gerald Goldstein, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



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Board of Directors
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Provisional Medical Staff Privileges are extended to Dr Kellie Greenblatt, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

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Provisional Medical Staff Privileges are extended to Dr Jennifer Hill, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

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Provisional Medical Staff Privileges are extended to Dr Khalid Javeri, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

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Provisional Medical Staff Privileges are extended to Dr Michael Klein, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
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Provisional Medical Staff Privileges are extended to Dr Steven Kussman, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

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Provisional Medical Staff Privileges are extended to Dr John Lin, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

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Provisional Medical Staff Privileges are extended to Dr Gilbert Melin, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

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Provisional Medical Staff Privileges are extended to Dr Sasmita Misra, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
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Provisional Medical Staff Privileges are extended to Dr Farbod Nasser, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

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Provisional Medical Staff Privileges are extended to Dr Edward Oh, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

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Southern Inyo Hospital
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Provisional Medical Staff Privileges are extended to Dr Harun Ozer, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

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Southern Inyo Hospital
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Provisional Medical Staff Privileges are extended to Dr Lucas Payor, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

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Provisional Medical Staff Privileges are extended to Dr Kevin Rice, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



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Provisional Medical Staff Privileges are extended to Dr Joseph Roco, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



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Southern Inyo Hospital
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Provisional Medical Staff Privileges are extended to Dr Tomer Roth, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



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March 14, 2017

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Provisional Medical Staff Privileges are extended to Dr Douglas Rusnack, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



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March 14, 2017

Board of Directors
Southern Inyo Hospital
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Provisional Medical Staff Privileges are extended to Dr Marcelo Spector, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



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March 14, 2017

Board of Directors
Southern Inyo Hospital
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Provisional Medical Staff Privileges are extended to Dr Lori Taylor for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



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March 14, 2017

Board of Directors
Southern Inyo Hospital
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Provisional Medical Staff Privileges are extended to Dr Tanya Tivorsak, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

Richard Fedchenko, President Board of Directors _____



Southern Inyo Hospital

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March 14, 2017

Board of Directors
Southern Inyo Hospital
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Provisional Medical Staff Privileges are extended to Nhan Tran, MD for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

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Richard Fedchenko, President Board of Directors _____



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Board of Directors
Southern Inyo Hospital
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Provisional Medical Staff Privileges are extended to Van Trinh, MD for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

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Southern Inyo Hospital
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Provisional Medical Staff Privileges are extended to Dr Ian Tseng, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

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Provisional Medical Staff Privileges are extended to Brian Tzung, MD for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

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Southern Inyo Hospital
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Provisional Medical Staff Privileges are extended to Dr Michael Zaghi, for a period of two years, March 14, 2017 to March 14, 2019 by the Medical Staff Executive Committee and the Board of Directors of Southern Inyo Healthcare District, in accordance with the Medical Staff Bylaws of Southern Inyo Healthcare District.

Respectfully,

Vickie Torix
Medical Staff Secretary

Ronald Ostrom, DO _____

Alan Germany, CRO/CEO _____

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