

# SOUTHERN INYO HEALTHCARE DISTRICT

## Notice of a Special Meeting of the Board of Directors

**Date: Tuesday, September 7, 2021**

**Time: 6:00 p.m.**

**Location: SIHD Conference Room**

**501 E. Locust Street**

**Lone Pine, CA 93545**

Due to the COVID-19 state of emergency, the Board of Directors will conduct this meeting via tele-conference. A physical location will not be available to the public. You may participate in the meeting by using the call in number specified in this Notice of Meeting. If you wish to speak to an item on the agenda, please inform the Board Chair when he/she asks for public comment. The Board's normal rules for public comment apply: speakers are limited to 3 minutes per item. You may also email comments to [mperkins@sihd.org](mailto:mperkins@sihd.org) prior to the start of the meeting, and your comment(s) will be distributed to the directors at the meeting.

If you need special assistance to participate in the meeting, please contact Maritza Perkins at 760-876-2210, and the District will attempt to accommodate your need.

**CALL-IN #**  
**310-747-3280**  
**Access 4506953**

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## AGENDA

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### **I. CALL TO ORDER**

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

### **II. BUSINESS ITEMS**

- A. Death Valley Unified School District Rehabilitation Services Agreement
- B. RHC Physician Agreement with Dr. Burghiri
- C. Sapna Reddy, MD Radiologist, Temporary 90 days Medical Staff Privileges
- D. StatRad Agreement
- E. Interim CFO-Financial Consultant Agreement

### **III. CLOSED SESSION:**

- A. Personnel evaluation: CEO

### **IV. CLOSED SESSION REPORT:**

### **V. ADJOURNMENT**

**Board of Directors:**

Charles Carson  
President

Bruce Branson  
Vice President

Carma Roper  
Secretary

Mark Lacey  
Treasurer

Jaquie Hickman  
Director

# Rehabilitation Services Agreement for Death Valley Unified School District

This Agreement is made between Death Valley Unified School District ("Client") with a mailing address of \_\_\_\_\_, Death Valley, California, and Southern Inyo Healthcare District, a public entity ("District") with a mailing address of PO Box 1009, Lone Pine, California, for the provision of certain services. Client intends to pay the District for services provided effective September 15, 2021, under the following terms and conditions:

## Recitals

**WHEREAS** the Client desires to have the District provide physical, occupational and speech therapy during the term of this Agreement, and

**WHEREAS**, District represents that it has Physical therapist, Physical Therapy Assistant, Occupational Therapist and Speech Language Pathologists licensed by the state of California, and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to perform the services to be performed under this Agreement, and

**WHEREAS**, District represents that it is engaged in the same or similar activities for others and that Client is not the District's sole client or customer;

**THEREFORE**, in consideration of these recitals and the premises set forth in this Agreement, Client and District agree to the following.

## Definitions

The following terms used in this Contract are defined as follows:

- A. Patient: any student of Client with illness or disability requiring the professional services of District who may or may not have a need for Physical therapy, Occupational therapy or Speech therapy.
- B. Providers: The therapists that will be providing the services for the Client and are hired by the District.
- C. Conditions of Participation in Medicare: Such conditions as are set forth in the U.S. Code of Federal Regulations, title 42, or its successor statute, including any amendments thereto.
- D. Service Area: The area served by Southern Inyo Healthcare District with Independence being the Northern boundary, Death Valley Junction the Eastern boundary, and Pearsonville being the Southern Boundary.
- E. Services: Any single or combination of Physical therapy ("PT"), Occupational therapy ("OT") or Speech therapy ("ST") services provided.
- F. Term: The initial term of this Agreement or any renewal thereof.

## Relationship Between the Parties

- A. Parties to this Agreement agree that the District is acting independently of the Client and is licensed to perform physical, occupational or speech therapy services under during the term of this Agreement. The District shall provide a copy of a current California license, proof of liability insurance, a tuberculosis test and/chest x-ray, and CPR certifications for each Provider performing services during the Term and upon renewal or request. The District is not an agent or employee of the Client and is not entitled to the benefits provided by the Client to its employees including, but not limited to, company paid insurance, vacations, unemployment insurance and retirement benefits.
- B. **Compensation:** Client agrees to pay District a fee as per the Payment section of this Agreement for services rendered. All fees shall be paid within 30 days of receipt of the invoice. The District shall maintain time records of hours actually worked and shall submit such records to the Client in a timely manner.
- a. Unless specifically agreed to in writing, expenses for lodging, meals, and materials are incurred by the District.
  - b. District agrees that it is the District's exclusive responsibility to provide all employment taxes, insurance premiums, and local, state, and federal taxes for District's employees related to this agreement.
  - c. Travel between assignments will be reimbursed by the Client.
- C. **Term.** The Term of this contract is from September 15, 2021, to September 15, 2023, and shall automatically renew for up to two one-year terms (each a "Renewal Term").
- D. **Termination.** This Agreement shall be in effect during the Term unless earlier terminated by either party, with or without cause. A written notice must be given specifying that this Agreement shall terminate on a specific date, which date must be at least 30 days after the date the notice is given. The District shall be entitled to payment for services rendered through the date of termination. Neither party's duties or obligations under this Agreement shall survive the termination of this Agreement.
- E. **Responsibilities.**
- a. **Quality.** The District agrees to regularly consult with and to report any inability or failure to render agreed services. Further, the District agrees to participate in any quality assurance activities reasonably requested by the Client.
  - b. **Scope of Work.** The District agrees to perform the Services at such time as may be mutually agreeable to both parties. The Services shall be provided in accordance with the District policies and procedures, and shall include but not limited to the following:
    - aa) Adhere to the Standards of Practice and Code of Ethics of the American Physical Therapy Association, American Occupational Therapy Association, and the American Speech Language Hearing Association.

bb) Participate in developing a Plan of Treatment by interpreting and clarifying the orders for patients and obtaining definitive medical orders, which include amount, frequency, duration and modality of PT, OT, or ST services to be provided.

cc) Upon referral, initiate and direct services based upon the patient's rehabilitation potential for functional benefit and attainment of goals.

dd) Administer an initial assessment of the patient's functional skills and deficits within 3 working days of the Start of Care date in order to establish the Plan of Treatment, establish a baseline for comparison for the purpose of documenting progress, and to revise treatment goals based upon patient progress.

ee) Document patient evaluations, visits, all consultation notes, and discharge summaries within the electronic medical record of the Client's agency within 24 hours.

ff) Recommend community resources.

gg) Provide consultation to patient and family regarding the nature of the patient's treatment and functional skill improvements.

hh) Pre-arrange visits with the patient or family at a mutually convenient time.

- F. **Meetings.** The providers shall participate in meetings for patients as reasonably requested by the Client and the Client shall be billed for that time.
- G. **Materials.** The Client shall provide the technology (i.e., Laptop with the software loaded on it to document in the patient's medical record) necessary to perform the services under this Agreement. The District shall provide all other materials, tools, and supplies necessary to carry out job functions under this Agreement.
- H. **HIPAA.** The District agrees that all information, records and data to which he or she may have access to or custody of pertaining to patients and their families shall be protected by the District from any unauthorized disclosure and in compliance with the Health Insurance Portability and Accountability Act (**HIPAA**). The parties will implement appropriate safeguards to prevent the use or disclosure of a patient's Protected Health Information (PHI) other than as provided for by this Agreement. District will promptly report to Client any use or disclosure of a patient's PHI not provided for by this Agreement or in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulation of which the District becomes aware. District will make its internal practices, books, and records relating to the use and disclosure of a patient's PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and the Federal Security Regulations.
- I. **Hours.** The District shall provide physical, occupational and speech therapy services only during its regular business hours.

- J. **Unsafe conditions.** If the District is requested to perform services within the Service Area and if the District believes the location is deemed to be unsafe, arrangements will be made for a shared visit, escort service, or other acceptable solution to both parties.
- K. **Professionalism.** The District agrees its Providers will conduct themselves consistent with ethical and professional standards, including acceptable manner and dress. Proper identification will be visible at all times when providing services under this Agreement.

### **Records and Legal Protections**

- A. **Records.** The District agrees to prepare, maintain, and keep such records and forms as Medicare and Medicaid (or those programs' fiscal intermediaries) may reasonably require relating to the provision of services under this Agreement.
- B. **Business Licenses, Permits, and Certificates.** The District represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.
- C. **Ethics.** Notwithstanding any provision contained in the Agreement to the contrary, the District shall not be required to perform any function which would violate any applicable statute, regulatory agency rule or regulation, code, or canon of professional ethics or responsibility.
- D. **Insurance.** The District shall procure and maintain all insurance for its Providers prior to beginning performance of services under this Agreement, during the full Term of this Agreement, and beyond the Term of this Agreement if required. Copies of all policies and endorsements, as well as proof of insurance on a properly executed certificate of insurance shall be provided to the Client at least five days prior to the beginning of service under this Agreement.
- E. **Indemnification.** The District shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement. Client shall defend and indemnify District for any losses, costs, fees, damages, and/or claims arising out of Client's acts or omissions to act under this agreement.
- F. **Non-discrimination.** The District and its providers shall not discriminate against any patient on the basis of race, religion, age, disability, national origin, or any other protected classification under federal or state law.
- G. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California.
- H. **Severability.** Should any portion of this Agreement be found to be invalid or unlawful, the remainder of the Agreement shall continue to be enforceable.
- I. **Integration.** The parties' entire understanding is set forth in this Agreement. Any prior or contemporaneous promises or understandings are superseded by the terms of this Agreement. This Agreement may only be amended or altered by another written agreement executed by both parties.

J. **Miscellaneous.** This Agreement represents the entire agreement between the parties and may not be amended unless said amendment is in writing signed by both parties.

K. **Attorney Fees.** In any legal action or proceeding arising from this Agreement the prevailing party shall be entitled to recover its costs, expenses, and reasonable attorney fees, including those incurred on appeal and in enforcement of a judgment.

**Professional Fees**

A. District shall follow its typical and customary patient registration, insurance verification, and billing for Client patients.

B. Client shall pay District \$90.00 per patient visit. Due to extreme mileage for provision of services Client will reimburse District for meal(s) if required, and mileage at the rate of \$0.58 per mile with proper invoice documentation of provider expenses.

**Death Valley Unified School District**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

**Southern Inyo Healthcare District**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

# **RURAL HEALTH CLINIC PHYSICIAN AGREEMENT**

This Rural Health Clinic Physician Agreement (“Agreement”) is entered into by and between Southern Inyo Healthcare District (“District”) and Burghiri (“PHYSICIAN”), as of [REDACTED].

## **RECITALS**

A. District owns and operates Southern Inyo Hospital (“Hospital”) located in Lone Pine, California, a Critical Access Hospital, and desires to retain Physician to provide services in District’s rural health clinic (“RHC”).

A. Physician is a physician duly licensed in California with a background and experience in providing clinic medical services, and desires to be retained by District.

NOW, THEREFORE, the parties agree as follows:

## **TERMS**

### **1. SCOPE OF SERVICES**

District retains Physician, and Physician agrees, to provide those services identified in Exhibit A, attached hereto and incorporated by reference (the “Services”).

### **2. PHYSICIAN’S REPRESENTATIONS AND WARRANTIES**

Physician represents and warrants at the time of signing this Agreement, and at all times during the term of this Agreement, that:

2.1 Physician and any alternate physicians are duly licensed, registered and in good standing, or will become duly licensed, registered and in good standing under the laws of the State of California, to engage in the practice of medicine, and that said license and registration have not been suspended, revoked, or restricted in any manner.

2.2 Physician is qualified and has applied for, or will apply for within a reasonable time after the signing of this Agreement, and has obtained, or will obtain within a reasonable time after the signing of this Agreement, membership (including appropriate clinical privileges) in good standing with the Medical Staff of District.

2.3 Physician has disclosed and will at all times during the term of this Agreement promptly disclose to the District: (a) the existence and basis of any legal, regulatory, professional or other proceeding against Physician instituted by any person, organization, governmental agency, health care facility, peer review organization, or professional society which involves any allegation of substandard care or professional misconduct raised against Physician and (b) any allegation of substandard care or professional misconduct raised against Physician by any person, organization, governmental agency, health care facility, peer review organization or professional society;

2.4 Physician is board certified or board qualified in family practice or internal medicine, or possesses knowledge and skill in clinic medicine comparable to other physicians practicing clinic medicine in the District's service area.

2.5 Physician shall at all times render the Services in a competent, professional, and ethical manner, in accordance with prevailing standards of medical care and practice, and all applicable statutes, regulations, rules, orders, and directives of any and all applicable governmental and regulatory bodies having competent jurisdiction.

2.6 In connection with the provision of the Services, Physician shall use the equipment, instruments, electronic medical record system, and supplies of the District for the purposes for which they are intended and in a manner consistent with sound medical practice.

2.7 Physician shall complete and maintain, in a timely manner and on the electronic medical record system, adequate, legible and proper medical records, claims, and correspondence with respect to the Services.

2.8 Physician shall participate in Medicare, Medi-Cal and other federal and state reimbursement programs, commercial insurance reimbursement programs, health maintenance organization, preferred provider organizations, self-insured employer reimbursement programs, and any other health benefit program with which the District may contract for the provision of professional medical services.

2.9 Physician shall abide by the Medical Staff Bylaws, rules, regulations, and policies.

2.10 Physician shall participate in continuing medical education and training programs required to maintain skills comparable with the standards of care in clinic medicine in the District's service area.

2.11 Physician shall satisfy all qualifications of insurability for professional liability policy or policies required, maintained, or reimbursed by the District.

2.12 Physician shall deliver to the District promptly upon request copies of all certificates, registrations, certificates of insurance, and other evidence of Physician's compliance with the foregoing as reasonably requested by the District.

2.13 Physician will provide references for past performance and allow the District to rely on those references for meeting the qualifications required by this contract.

### **3. RESPONSIBILITIES OF HOSPITAL**

3.1 HOSPITAL shall provide appropriate space and necessary equipment within the rural health clinic and Hospital for the use of Physician in the performance of the Services under this Agreement.

3.2 HOSPITAL shall make all reasonable efforts to make available ancillary services necessary for effective operation of the RHC, including laboratory, imaging, pharmacy, and physical therapy.

3.3 HOSPITAL shall not involve itself in those aspects of Physician's professional practice of medicine for which a license to practice medicine is required.

#### **4. COVERAGE.**

PHYSICIAN will provide coverage in the RHC 4 days a month, as scheduled by the RHC Manager and PHYSICIAN.

#### **5. COMPLIANCE WITH LAWS**

PHYSICIAN shall comply with all applicable provisions of law, and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the RHC; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive services at HOSPITAL. This shall specifically include, but not by way of limitation: (i) compliance with applicable provisions of Title 22, California Administrative Code; and (ii) compliance with Medicare billing, time allocation, record keeping, and record access requirements.

#### **6. PHYSICIAN COMPENSATION.**

6.1 District agrees to pay the following fees to Physician:

6.1.1 Patient Visits. District will bill patients and their payors for services provided by PHYSICIAN to those patients. Such charges shall be consistent with prevailing community charges.

6.1.2 Payment for Patient Visits. District will pay PHYSICIAN \$2000.00 per scheduled day for all patients treated in the rural health clinic.

6.1.3 Group Health Plan and Continuing Medical Education. PHYSICIAN may participate in the District employee group health plan at the same premium rate as other District employees.

6.1.4 First Month Guarantee. PHYSICIAN will be guaranteed compensation of \$1,000 per day if need be for the first month of this Agreement based upon the Medicare safe harbor provisions covering income guarantees for physicians.

6.1.5 District is responsible for the payments due to PHYSICIAN. Therefore, physician should only look to the District for amounts due.

6.2 Timing of Payment. District will pay PHYSICIAN monthly by the 15th day of the next month following that month in which the services are rendered.

6.3 Holiday Minimum. The Rural Health Clinic is closed on all District-observed holidays.

## **7. INDEPENDENT CONTRACTOR**

7.1 PHYSICIAN is an independent contractor, and is not, by virtue of this Agreement, an employee, partner of, or joint ventures with District.

7.2 Physician may not make any claim against District under this Agreement for social security benefits, worker's compensation benefits, unemployment insurance benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind.

7.3 District shall not exercise any direct control over any medical decisions made by Physician in the course of performing the Services at the Rural Health Clinic or Hospital.

## **8. INSURANCE AND INDEMNIFICATION**

8.1. Coverage. PHYSICIAN and any alternate physicians will be covered by the District's Professional and Liability Insurance through BETA Healthcare Group ("BETA") for a minimum of \$1,000,000 per occurrence, \$3,000,000 aggregate, for the Services rendered under this Agreement. It is understood and agreed that BETA provides Continuous Coverage for departed providers, except the coverage is limited to claims made and reported against the provider for Services provided during the term of this Agreement.

8.2. Indemnification. Each party ("Indemnitor") agrees to defend, indemnify and hold the other party ("Indemnitee") and its representatives, agents, successors and assigns harmless from any and all damages, claims, judgments, losses, costs and expenses, including attorney's fees, which may hereinafter at any time be incurred, suffered, sustained by or imposed upon Indemnitee or its representatives, agents, successors or assigns, which may be due or required to be paid or performed by reason of, arising out of, by virtue of, or incident to the performance or the rendering of any of the obligations of Indemnitor hereunder, including but not limited to, any such damages, claims, judgments, losses, costs or expenses attributable to bodily injury, sickness, disease or death or injury or to destruction of tangible property which is caused in whole or in part by the negligent act or omission of Indemnitor, or anyone directly employed by or acting on behalf of Indemnitor but not as a result of the negligence of Indemnitee, its representatives, servants or agents.

## **9. NONDISCRIMINATION**

Services are to be available to all patients, in accordance with District's nondiscrimination policies, and in accordance with any established policies relating to free or charity care. Physician shall not refuse to provide services to any patient at the Hospital, regardless of ability to pay.

## **10. TERM AND TERMINATION**

10.1 Term. This Agreement shall be effective as of \_\_\_\_\_, and shall terminate on \_\_\_\_\_. Upon mutual agreement, not later than 90 days prior to expiration of the current term, the District and Physician may extend this Agreement for two additional one-year terms.

10.2 Termination without cause. During the initial 120 days of this Agreement, either party may, without cause, terminate this Agreement with 30-days written notice to the other party.

Thereafter, this Agreement may be terminated upon 60-days written notice to the other party. This agreement may be terminated at any time by the mutual consent of both parties.

10.3 Termination for cause. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the default is not cured within seven days of receipt of written notice specifying the material breach.

10.4 Other grounds for termination. This Agreement may be terminated immediately for the following reasons:

10.4.1 Physician's loss or restriction of their license for any reason.

10.4.2 Physician becomes legally incompetent; is convicted of a felony; or uses, possesses, or is found under the influence of alcohol, drugs, or other controlled substances while performing his duties under this Agreement.

10.4.3 Physician fails to maintain a professional standard of conduct in accordance with District policies.

10.4.4 Physician becomes ineligible to participate in the Medical or Medicare programs for any reason.

10.4.5 A fraud control unit of a state or federal agency determines Medical Director has or may be placing the health and safety of a patient at risk.

10.4.6 Loss or restriction of DISTRICT'S license to operate the clinic.

10.5 Change in Law. In the event that any federal, state or local law or regulation, or any final, non-appealable interpretation of law or regulations by a court of law or governmental agency, makes or will make substantial performance of this Agreement illegal or renders any provision hereof illegal or unenforceable, the parties shall meet and negotiate and use best efforts to modify the Agreement to resolve the concern. If the parties are unable to resolve the issue within ten (10) days after it arose, either party may elect to terminate this Agreement on ten (10) days prior written notice.

10.6 Rights on Expiration or Termination. Custody of all District records, including patient medical records, equipment, and supplies shall be turned over to District upon termination for any reason. Duplicate copies of records may be retained by PHYSICIAN, at its own expense.

## **11. GENERAL PROVISIONS**

11.1. Other Agreements. The PHYSICIAN is the Medical Director of the hospital's Skilled Nursing Facility.

11.2. Assignment. Neither party may assign, delegate or transfer any rights, obligations or duties hereunder without the express written approval of the other party, which approval shall not be unreasonably withheld.

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

IF TO PHYSICIAN:

Burghiri

If TO DISTRICT:

Southern Inyo Healthcare District

Attn: Peter Spiers, CEO

P.O. Box 1009

Lone Pine, CA 93545

11.4. Records. Until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, PHYSICIAN shall make available upon written request, to the Secretary of the United States Department of Health and Human Services, or upon written request to the United States Comptroller, or any of their duly authorized representatives, under 42 C.F.R. & 420.300 et seq., or the California Department of Health Services, this Agreement, and such books, documents and records of the Physician that are necessary to certify the nature and extent of the reasonable costs of services.

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

11.6. Attorney's Fees. In the event of a legal action or proceeding between the parties arising from this Agreement, the prevailing party shall be entitled to receive reasonable attorney's fees, costs, and other expenses, including those incurred on appeal and in the enforcement of a judgment, in addition to whatever other relief may be awarded.

11.7 Force Majeure. Neither party shall be liable or deemed in default of this Agreement for any delay or failure to perform caused by acts of God, war, disasters, strikes, or any cause reasonably beyond the control of the non-performing party.

11.8 Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to substantially alter the agreement or obligations of the parties, or would place either party in violation of its articles of incorporation or its bylaws, in which case the Agreement may be immediately terminated.

11.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles, and is made and to be performed in the County of Inyo, California.

11.10 No Referrals. Nothing in this Agreement is intended to obligate, and shall not obligate, any party to this Agreement to refer patients to any other party.

11.11 Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

11.12 Entire Agreement; Modification. This Agreement contains the entire agreement of the parties relating to this subject matter. The Agreement may only be modified in writing, signed by both parties, effective on the date set forth therein.

11.13 Execution. By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

Southern Inyo Healthcare District

Physician

By \_\_\_\_\_  
Peter Spiers, CEO

By \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

PHYSICIAN shall devote sufficient time and his or her best abilities to the responsibility of treating patients in the normal and customary hours of operation of the Rural Health Clinic.

Patient Referrals. PHYSICIAN shall make referrals of Rural Health Clinic patients in accordance with patient's insurance and established Rural Health Clinic networks in place, but not in violation of any federal or state law.

Medical Care Plan System. PHYSICIAN shall participate in the development and review of a system for providing a medical care plan for RHC patient covering medications, nursing care, ancillary services, admission, discharge or transfer planning, and other relevant services.

Medical Records. PHYSICIAN shall be responsible for the development and maintenance of an adequate medical record in the RHC. This shall include assuring that the appropriate medical record entries are made by PHYSICIAN, including using any existing electronic medical system concerning all medical procedures and other services performed in the RHC.

Service and Equipment Adequacy. PHYSICIAN shall ensure the adequacy of the patient care services and medical equipment.

Responses to Administrative Questions. PHYSICIAN shall be available to respond to administrative questions regarding patients, referral problems, and patient status.

Responses to Nursing Questions. PHYSICIAN shall be available to assist with nursing or mid-level practitioner questions at the RHC, including questions regarding patient referrals and patient clinical status.

Responses to Patient Problems. PHYSICIAN and alternate physicians, when on duty, shall be available to respond to patient problems in the RHC by means of chart review and patient visits, as appropriate, and respond to all patient emergencies when required.

Medical Staff Commitments. Physician shall serve on such committees of Medical Staff of the District as may be appropriate after consultation with the Chief of Staff and Hospital CEO.

Utilization Review Services. Physician shall, as requested by the District, assist in the RHC utilization review program of the District.

**Southern Inyo Healthcare District**

**501 E. Locust Street**

**P.O. Box 1009**

**Lone Pine, CA 93545**

**Phone: 760-876-2228 Fax: 760-876-5731**

September 7, 2021

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

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

Respectfully,

Leigh McLendon, MPA, CDIP, CCA  
HIM Manager  
Medical Staff Secretary

Approved: \_\_\_\_\_  
Peter Spiers, CEO Date

Approved: \_\_\_\_\_  
Charles Carson, Board President Date

Approved: \_\_\_\_\_  
Ronald Ostrom, COS, ER Director Date

## AGREEMENT FOR CREDENTIALING VERIFICATION SERVICES

This agreement is made and entered into on this the 29th day of July, 2021 by and between Southern Inyo Healthcare District HOSPITAL (hereinafter "HOSPITAL") and STAT RADIOLOGY MEDICAL CORPORATION (hereinafter "GROUP"), a California Medical Corporation.

### WITNESSETH:

Whereas, GROUP is an organization accredited by the Joint Commission and is in the business of providing teleradiology services; and

Whereas, HOSPITAL has an existing Agreement with local radiologists (hereinafter "LRG") for the provision of radiology services (hereinafter "HOSPITAL/LRG Agreement"); and

Whereas, HOSPITAL or LRG has an existing agreement with GROUP (hereinafter "HOSPITAL/GROUP Agreement") for the provision of preliminary interpretations for diagnostic testing performed at HOSPITAL; and

Whereas, HOSPITAL desires to obtain from GROUP credentialing information and decisions relating to GROUP radiologists, and rely upon such information and decisions in making HOSPITAL'S own credentialing decisions.

Now, therefore in consideration of the mutual covenants herein contained, the Parties agree as follows:

#### 1. GROUP Policies.

- (a) GROUP shall provide a complete copy of its Medical Staff Bylaws which includes credentialing policies and peer evaluation policies to HOSPITAL upon commencement of this Agreement. In the event these policies are repealed, amended, or replaced by GROUP at any time during the term of this Agreement, GROUP shall provide notice to HOSPITAL and the effective date of such changes. Further, GROUP shall provide a copy of any revised or new Policies upon request by HOSPITAL.
- (b) GROUP represents and warrants that the process it uses to credential and grant privileges to its physicians meets the requirements of the Centers for Medicare & Medicaid Services ("CMS"), including, but not limited to, those set forth at 42 C.F.R. §§482.12(a)(1) – (a)(7) and 482.11(a)(1) – (a)(2) (if HOSPITAL is not an acute care hospital) or 42 C.F.R. §§485.616(c)(1)(i) – (c)(1)(vii) (if HOSPITAL is an acute care hospital). In addition, GROUP represents and warrants that the process it uses to credential and grant privileges to its physicians complies with the applicable standards of the Joint Commission.

- (c) In addition, the "Joint Commission Compliance Statement," which describes how GROUP, while acting independently to credential and privilege LIPS, does follow the Joint Commission guidelines for Credentialing and Privileging. This statement will be provided, if requested. .

2. **Radiologists.**

- (a) GROUP shall provide HOSPITAL with a listing of all GROUP radiologists who have been granted privileges by GROUP and who will provide teleradiology services to HOSPITAL facilities, along with a current list of the privileges granted by GROUP to such individuals (Exhibit A). This Exhibit shall be updated throughout the term of this Agreement as new radiologists are employed by GROUP to perform teleradiology services for HOSPITAL facilities or as existing radiologists terminate their employment with GROUP or no longer perform teleradiology services for HOSPITAL. The parties agree that, despite a GROUP radiologist's inclusion on Exhibit A, a GROUP radiologist may not begin providing services for the HOSPITAL until after the HOSPITAL has granted clinical privileges to that individual.
- (b) GROUP radiologists providing teleradiology services pursuant to this Agreement shall hold a license issued or recognized by the state in which HOSPITAL is located.

3. **Credentialing, Privileging and Peer Review Information.**

- (a) For each radiologist wishing to perform teleradiology services for HOSPITAL facilities, GROUP shall complete and send to HOSPITAL the credentialing and privileging paperwork outlined in Exhibit B . GROUP agrees to timely provide any additional credentialing or privileging information or copies of any documentation in their credentialing or privileging files upon request by HOSPITAL. GROUP further agrees to notify HOSPITAL immediately of any material changes in or updates to the credentialing or privileging files of any radiologist providing services to HOSPITAL that could affect the privileging decisions of HOSPITAL. Such material changes include, but are not limited to, notice of malpractice litigation involving the radiologist, disciplinary actions, changes in board certification or eligibility, loss or suspension of the radiologist's license or notice of exclusion from federally funded health care programs.
- (b) HOSPITAL shall review the services provided by GROUP's physicians pursuant to this Agreement in accordance with HOSPITAL's standard process for professional practice evaluation. HOSPITAL shall provide to GROUP information related to such review, and GROUP shall use such information in its periodic appraisal of the physician. At a minimum, the information must include

all adverse events that result from the services provided by the physician, and all complaints HOSPITAL has received about the physician.

4. **Term and Termination.** This Agreement shall commence on the Effective Date hereof and shall continue until the termination of the HOSPITAL/GROUP Agreement. Additionally, either Party may terminate the contract with sixty (60) days prior written notice to the other Party.
  
5. **Relationship of the Parties.**
  - (a) HOSPITAL and GROUP are both independent contractors, and nothing herein shall be construed to create a joint venture, partnership, or similar relationship between them. No employee of either Party shall be considered to be an employee of the other Party, nor shall any employee of either Party be entitled to receive any employment-related benefits from the other Party, including, but not limited to, health and life insurance benefits, pension and retirement benefits, vacation and sick leave benefits, and workers compensation and unemployment insurance, nor shall either Party withhold or pay any income or payroll taxes for, on behalf of, or with respect to, any employee of the other Party. Neither of the Parties, nor any of their respective agents or employees, shall be construed to be the agent, employee, or representative of the other Party, and each Party shall be solely responsible for any liability that may arise as a result of, or in connection with, any act or omission by that Party or any of its agents or employees.
  
  - (b) For purposes of this Agreement, GROUP is a contractor of services to HOSPITAL and shall furnish services in a manner that permits HOSPITAL to comply with all applicable Medicare Conditions of Participation for the contracted services, including, but not limited to, 42 C.F.R. §§482.12(a)(1) – (a)(7) (if HOSPITAL is not a critical access hospital) or 42 C.F.R. §485.616 (if HOSPITAL is a critical access hospital).
  
6. **Exclusion from Federal Healthcare Programs.** GROUP represents that neither it, nor any of its employees or other agents providing performance hereunder, has ever been suspended, excluded, barred or sanctioned by Medicare or any other state or federal healthcare program, nor has GROUP, its employees or agents providing performance hereunder, ever been convicted of a criminal offense related to healthcare. GROUP shall notify HOSPITAL immediately if any such action is proposed or taken against GROUP, its employees or agents, or if GROUP, its employees or agents, becomes the subject of an investigation that could lead to such action.

7. **Code of Ethics.** GROUP acknowledges it will read and understand a copy of the Code of Ethics and Business Conduct of HOSPITAL, if one exists, and GROUP agrees that it will abide by all of its terms and provisions. Furthermore, GROUP agrees that it will provide
8. a copy of the Code of Ethics and Business Conduct to all of the employees and other agents of GROUP, who will be providing performance to HOSPITAL on behalf of GROUP pursuant to this Agreement, and GROUP will ensure that at all times it employees and other agents performing on behalf of GROUP under this agreement have received, read, understand, and agree to abide by the terms of the Code of Ethics and Business Conduct. GROUP agrees and acknowledges that its failure in this regard is a material breach of this agreement, and will constitute grounds for immediate termination of this agreement, notwithstanding any other provision of this agreement to the contrary.
9. **Indemnification.** Each Party hereby indemnifies and holds the other harmless from and against any and all liability, losses, claims, or causes of action, and expenses connected therewith (including reasonable attorney's fees), caused or asserted to have been caused directly or indirectly by its employees or agents, by or as a result of the performance of their duties hereunder. Nothing in this section shall relieve either Party from liability proximately caused by its employees in the normal course of their duties.
10. **Entire Agreement.** This Agreement and the Exhibits attached hereto constitute the entire contractual understanding between the Parties and supersede and terminate any prior agreement(s) between the Parties hereto. No amendments or additions to this Agreement shall be binding unless such amendments or additions are in writing and signed by HOSPITAL and GROUP, except as herein otherwise provided.
11. **Notices.** Any notice required or permitted to be given under or relating to this Agreement shall be in writing and sent to the other Party as identified below:

To HOSPITAL: Southern Inyo Healthcare District  
501 E Locust Street  
Lone Pine, CA 93545  
Attention: Peter Spiers, CEO

HOSPITAL mailing address: Southern Inyo Healthcare District  
P.O. Box 1009  
Lone Pine, CA 93545

To GROUP: Stat Radiology Medical Corp  
13280 Evening Creek Drive South  
Suite 110  
San Diego, CA 92128  
Attention: Claude Hooton, MBA, CEO of NucleusHealth  
LLC, On behalf of Stat Radiology Medical Corporation

12. **Governing Laws.** This Agreement is governed by, and shall be construed and enforced in accordance with the laws of the State of California.
  
13. **Headings.** The headings of each section in this Agreement are for convenience of reference only, and shall in no manner or way whatsoever affect the interpretation or meaning of such section.
  
14. **Severability.** In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such provisions had never been contained herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first written above in triplicate counterparts, each of which shall be considered an original.

"HOSPITAL"

\_\_\_\_\_  
Peter Spiers, CEO

\_\_\_\_\_  
Date

"GROUP"

\_\_\_\_\_  
Claude Hooton, MBA, CEO of NucleusHealth LLC,  
On behalf of Stat Radiology Medical Corporation

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Radiologists Assigned to Hospital**

The following radiologists of GROUP have been assigned to provide services at Southern Inyo Healthcare District. A radiologist may not begin providing services for the Hospital until the Hospital has granted clinical privileges to the radiologist.

Janet Amundson, MD  
Privileges Include: Teleradiology

Neil Anand, MD  
Privileges Include: Teleradiology

Matthew Benedict, MD  
Privileges Include: Teleradiology

Jonathan Coll, MD  
Privileges Include: Teleradiology

Robert Farrell, MD  
Privileges Include: Teleradiology

Ryan Frederiksen, MD  
Privileges Include: Teleradiology

Jill Furubayashi, MD  
Privileges Include: Teleradiology

Xavier Garcia-Rojas, MD  
Privileges Include: Teleradiology

Howard Heller, MD  
Privileges Include: Teleradiology

Janice Hwang, MD  
Privileges Include: Teleradiology

Michael Karachalios, MD  
Privileges Include: Teleradiology

Kambrie Kato, MD  
Privileges Include: Teleradiology

Fatima Kazem, MD  
Privileges Include: Teleradiology

Michael Klein, MD  
Privileges Include: Teleradiology

Evelyn Lorents, MD  
Privileges Include: Teleradiology

Roi Lotan, MD  
Privileges Include: Teleradiology

Archana Lucchesi, MD  
Privileges Include: Teleradiology

Andrew Martin, MD  
Privileges Include: Teleradiology

Oana Mischiu, MD  
Privileges Include: Teleradiology

Leonard Morneau, MD  
Privileges Include: Teleradiology

Olufolajimi Obembe, MD  
Privileges Include: Teleradiology

Zachary Roeder, MD  
Privileges Include: Teleradiology

Dustin Simpson, MD  
Privileges Include: Teleradiology

Ajay Singh, MD  
Privileges Include: Teleradiology

Ravinder Sohal, MD  
Privileges Include: Teleradiology

Daniel Strauchler, MD  
Privileges Include: Teleradiology

James Summa, MD  
Privileges Include: Teleradiology

Gregory Thalken, MD  
Privileges Include: Teleradiology

Matthew Thomson, MD  
Privileges Include: Teleradiology

Shota Yamamoto, MD  
Privileges Include: Teleradiology

Theresa Yuh, MD  
Privileges Include: Teleradiology

This exhibit shall be updated throughout the term of this of this Agreement as new radiologists are employed by GROUP to perform teleradiology services at HOSPITAL facilities or as existing radiologists terminate their employment with GROUP or no longer perform teleradiology services for HOSPITAL.

**EXHIBIT B**

**Statrad Items Verified During Internal Credentialing Process**

The following radiologists

1. Medical Education
2. Training (Internship, Residency, and Fellowship)
3. AMA(American Medical Association)/AOiA (American Osteopathic Information Association)
4. ABR (American Board of Radiology)
5. DEA (Drug Enforcement Administration)
6. Radiography/X-Ray Certificate
7. Medical Licenses (current & past)
8. Employment (ALL)
9. Malpractice Insurance & Claims History (Employment and Training/last 10 years)
10. Hospital Affiliations (Top 10)
11. Military – if applicable
12. ECFMG – if applicable
13. OIG
14. SAM
15. Gaps in training/work history
16. TB Test
17. CME Certificates (past 2 years)
18. Background Check
19. Notarized ID/Verification of ID

## **FINANCIAL CONSULTING AGREEMENT**

THIS FINANCIAL CONSULTING AGREEMENT is made by Southern Inyo Healthcare District, a public agency ("District"), and David Recupero, an individual ("Consultant"), as of October 1, 2021.

### **RECITALS**

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

B. District desires to engage Consultant as an independent contractor to provide certain financial consulting services as set forth in this Agreement.

### **TERMS**

#### **1. CONSULTANT'S SERVICES**

(a) Consultant shall provide to District the following Services: financial management; monthly financial reports for the District's Board of Directors; consulting with the District CEO and staff; advising regarding accounting practices; providing financial information related to District operations; and attending the monthly finance committee and board of director meetings.

(b) Consultant shall devote whatever time is necessary to effectively provide the Services. Consultant shall allocate time to the Services when and as needed and as reasonably requested by District. Consultant may perform the service at District or remotely, including attendant at committee and board meetings.

(c) This Agreement is entered into by District in reliance on the professional and administrative skills of Consultant. Consultant shall be solely responsible for performing Administrative Services and otherwise fulfilling the terms of this Agreement.

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

#### **2. COMPENSATION**

In consideration for the Services, District shall compensate Consultant Four Thousand Five Hundred Dollars (\$4,500.00) per month. District shall reimburse Consultant for mileage when traveling to and from the District at the standard IRS rate, but Consultant is solely responsible for all other expenses incurred in providing the Services. Consultant shall invoice the District monthly for the Services itemizing the Services provided. District shall pay all undisputed amounts within 30 days of receipt of the invoice.

### **3. INDEMNITY**

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

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

(c) The Parties obligations under this Section 3 shall survive the expiration or termination of this Agreement for any reason.

### **4. RELATIONSHIP BETWEEN THE PARTIES**

(a) Independent Contractor. Consultant is and shall at all times be an independent contractor with respect to District in the performance of Consultant's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between District and Consultant. Consultant shall function as the Chief Financial Officer and therefore be, an agent of District, but shall not incur any contractual or financial obligation on behalf of District without District's prior written consent. In the event any governmental entity, including the Internal Revenue Service, should question or challenge Consultant regarding the independent contractor status of Consultant with respect to District and the Services rendered under this Agreement, Consultant shall immediately notify District and District shall have the right to participate in any discussions or negotiations occurring with such governmental entity, regardless of who initiated such discussions or negotiations. District shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Consultant or any other person employed or retained by Consultant.

### **5. TERM AND TERMINATION**

(a) This Agreement shall become effective on October 1, 2021 (the "Effective Date"), and shall continue month to month until terminated by 30 days' written notice by either party.

(b) Either party may terminate this Agreement sooner if the other party is in breach of this Agreement and does not cure within seven days of receipt of written notice specifying the breach.

(c) Upon any termination of this Agreement, all rights and obligations of the Parties shall cease except (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement, and (ii) those rights and obligations which expressly survive termination or expiration of this Agreement. Consultant shall immediately return to District all of District's property, if any, including District's equipment, supplies, furniture, furnishings, and patient records, in Consultant's possession or under Consultant's control.

## **6. GENERAL PROVISIONS**

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

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

(c) Law; Legal Costs. This Agreement shall be construed in accordance with and governed by the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State. In any legal action or proceeding arising from this Agreement, the prevailing party shall be entitled to recover all costs, expenses, and fees, including reasonable attorney fees, incurred in connection with the action or proceeding, including those incurred on appeal and in enforcement of a judgment.

(d) Compliance with Law. Consultant shall comply with all applicable laws, rules, and regulations, including the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "HIPAA the obligations collectively referred to herein as "HIPAA Obligations").

(e) Confidential Information. During the term of this Agreement, Consultant may have access to and become acquainted with Trade Secrets and Confidential Information of District. Confidential Information shall be and remain the sole property of District, and shall, as applicable, be proprietary information protected under applicable law. Consultant shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of District. This Section shall survive the expiration or termination of this Agreement.

(f) Ownership. All documents that Consultant prepares, or Confidential Information that might be given to Consultant in the course of providing Services under this Agreement, are the

exclusive property of District, and, without the prior written consent of District, shall not be removed from District's premises.

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

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

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

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

Southern Inyo Healthcare District

David Recupero

By \_\_\_\_\_  
Peter Spiers, CEO

\_\_\_\_\_