

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

**Tuesday, June 13, 2017
Board Convenes at 4:30 p.m.**

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

**Director Fedchenko
5080 Mansfield Avenue
San Diego, CA 92116**

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. Business Consideration

- 1. Consideration of Approval:
 - a. Associate Medical Director Agreement
Amikjit Singh Reen, MD
 - b. Service Agreement
Health Talent Solutions

IV. DIRECTOR COMMENTS ON ITEMS NOT ON THE AGENDA

Board of Directors:

Richard Fedchenko
President

Jaqueline Hickman
Secretary

Carma Roper
Treasurer

Mark Lacey
Director

Chuck Carson
Director

V. CLOSED SESSION

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

VI. CLOSED SESSION REPORT

VII. ADJOURNMENT

NOTICE TO THE PUBLIC

COPIES OF PUBLIC RECORDS

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

COMPLIANCE WITH ADA

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

Board of Directors:

Richard Fedchenko
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Mark Lacey
Director

Chuck Carson
Director

ASSOCIATE MEDICAL DIRECTOR AGREEMENT

This Associate Medical Director Agreement (this "Agreement") is made and entered into as of the 1st day of May, 2017 (the "Effective Date"), by and between Southern Inyo Healthcare District, a California healthcare district (Health and Safety Code §32000 et. seq.) ("District") and AMIKJIT SINGH REEN, MD ("Associate Medical Director"). The District and Associate Medical Director may be referred to herein singly as "Party" and collectively as the "Parties."

RECITALS

A. District owns and operates an acute care hospital, skilled nursing facility ("SNF"), and clinic all located in Lone Pine, California, and desires to hire an Associate Medical Director to oversee the management of the services described herein.

B. District desires that Associate Medical Director furnish the services hereunder as an independent contractor and not an employee of the District.

C. Associate Medical Director is willing to furnish to District the professional services to satisfy the needs of the District and the community, and the requirements of accrediting bodies for quality medical direction.

D. Associate Medical Director represents that the Associate Medical Director is qualified to provide the services as described herein and is licensed as appropriate and Board Certified or Eligible by the American Board of Internal Medicine (the "Specialty").

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 consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows.

TERMS

ARTICLE 1. ENGAGEMENT

1.1 Undertaking of the Parties. District hereby contracts with Associate Medical Director to provide at District the Associate Medical Director services ("Services") set forth in Section 2.1 below, and Associate Medical Director agrees to provide such Services through the Associate Medical Director on the terms and conditions herein. The Parties believe the services to be provided under this Agreement are reasonable and necessary for the legitimate business purposes of the District.

ARTICLE 2. RESPONSIBILITIES OF DISTRICT AND ASSOCIATE MEDICAL DIRECTOR

2.1 No Substitute Coverage. This Agreement contemplates that the Services required at District will be provided exclusively by the Associate Medical Director, and Associate Medical

Director understands that the duties and obligations hereunder of Associate Medical Director cannot be delegated to any other person or entity. Notwithstanding the foregoing, if Associate Medical Director becomes temporarily unavailable to provide the Services due to illness, vacation, or is otherwise clinically occupied, Associate Medical Director may designate another qualified physician ("Professional") to provide the Services, subject to the District's prior consent, and who shall be deemed the " Associate Medical Director" hereunder and the covenants, terms and other provisions hereunder applicable to " Associate Medical Director" shall apply to such Professional as well. In addition, this agreement allows the Associate Medical Director to supplement his coverage with a qualified and credentialed Nurse Practitioner, with the prior approval of the Administrator of the District.

2.2 Coordination. Associate Medical Director shall inform the Administrator of the District of any extended periods (greater than one week) during which Associate Medical Director will be unavailable due to vacation, professional meetings, or other personal or professional commitments. Associate Medical Director should coordinate closely with Medical Director on scheduling to ensure that SNF patients/residents are seen as necessary and required. It is understood and agreed that Associate Medical Director shall not be unavailable for more than four (4) weeks per year. During periods of extended unavailability (longer than one week), Associate Medical Director shall engage a substitute physician ("Substitute") to perform the services required of Associate Medical Director under this Agreement; provided, however, that the Substitute meets all of the qualifications required of Associate Medical Director hereunder, acts in accordance with all of the terms and conditions of this Agreement, and District gives prior written approval of the Substitute. Associate Medical Director shall be solely responsible for compensating the Substitute.

ARTICLE 3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT AND ASSOCIATE MEDICAL DIRECTOR

To induce the District to enter into this Agreement, Associate Medical Director represents and warrants to and covenants with the District as follows:

3.1 License to Practice. Associate Medical Director is, and during the term of this Agreement shall remain, fully authorized to practice medicine in the State of California, and holds all appropriate licenses from the Medical Board of California. Associate Medical Director shall maintain such license for the full term of this Agreement, and shall promptly report to the District any suspension, restriction, reduction, revocation, or termination thereof. Associate Medical Director represents that no license heretofore granted to Associate Medical Director to practice medicine in any other jurisdiction has been suspended, restricted, reduced, revoked, or terminated.

3.2 Specialty Board. Associate Medical Director is Board Certified/Eligible by the American Board of Internal Medicine. Associate Medical Director shall retain such Board certifications/eligibility during the term of this Agreement.

3.3 Medical Staff Membership. Associate Medical Director shall, throughout the term of this Agreement, maintain Active membership on the Medical Staff of the District with clinical privileges sufficient to perform all duties hereunder. All information contained on Associate Medical Director's applications for Medical Staff membership and privileges is or will be true and correct, and no information necessary for a thorough consideration of Associate Medical Director's qualifications has been or will be omitted from such application. The Associate Medical Director's

Nurse Practitioner will also need to maintain the Medical Staff membership and necessary privileges.

3.4 Medical Staff Privileges: Reports.

(a) No medical staff or similar privileges granted to Associate Medical Director by any District or similar institution have been denied, suspended, revoked, curtailed, reduced or limited in any manner, nor has Associate Medical Director 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 care of patients.

(b) Associate Medical Director shall promptly report to the District any denial, suspension, revocation, curtailment, reduction or limitation imposed at any time during the term of this Agreement upon any medical staff or similar privileges held by Associate Medical Director from any other District or similar institution.

3.5 Claims/Reports.

(a) Except as set forth on Schedule B, no action or claim is presently pending against Associate Medical Director alleging professional negligence (malpractice), nor has any judgment been rendered or settlement paid in such an action or in response to such a claim within the past five years.

(b) Associate Medical Director shall promptly report to the District (i) the receipt of any formal claim or demand alleging professional negligence, (ii) the institution of any litigation against Associate Medical Director alleging professional negligence and (iii) the settlement of any claim alleging professional negligence involving the payment of funds by or on behalf of Associate Medical Director. Associate Medical Director will, from time to time, provide District with information about such claims, demands or suits as the District may request, provided that such reports will not in the opinion of counsel on such matter constitute privileged communication or compromise the defense or settlement of any suit.

3.6 DEA Number. Associate Medical Director possesses, and during the full term of this Agreement shall maintain, a current narcotic number issued by the Drug Enforcement Agency ("DEA"). No DEA or similar number held by Associate Medical Director has ever been canceled or revoked by any state or federal agency. Associate Medical Director shall promptly report to District any such cancellation or revocation.

3.7 Good Standing: Reports.

(a) Associate Medical Director represents and warrants, and Associate Medical Director acknowledges, that District may independently verify, that Associate Medical Director is not nor has been (i) suspended, excluded, barred or sanctioned by Medicare, Medicaid, or any other state or federal health care program (or notified of such action); (ii) convicted of or indicted for any criminal offense related to health care; or (iii) otherwise engaged in conduct for which a person or entity can be so convicted, or indicted. Associate Medical Director shall immediately notify District in the event it becomes aware of any such conviction, indictment, or notification pertaining to Associate Medical Director at any time during the Term or during the three (3) year period following termination or expiration

of this Agreement. Upon the receipt of such notice by District or if District otherwise becomes aware of such conviction, indictment, listing, or notification, District shall have the right to terminate this Agreement immediately, if such Agreement is still in effect. Associate Medical Director agrees to indemnify District and hold it harmless from all liabilities, damages, penalties, losses (including those losses or reduction in funding from any federally-funded health care program), claims, and expenses (including, without limitation, reasonable attorney's fees) arising from Associate Medical Director's misrepresentation of the foregoing information or failure to provide notification required under this Section. A breach of this Section 3.7 shall be a material breach of this Agreement and shall constitute grounds for termination of this Agreement by District pursuant to Article 7 hereof.

(b) Associate Medical Director shall promptly report to District (i) the receipt of any subpoena or other inquiry alleging fraud, abuse, or other misconduct under the Medicare, Medicaid, or other state or federal health care program; (ii) the naming of Associate Medical Director as a subject or a target of any federal investigation involving allegations of fraud, abuse, or other misconduct under Medicare, Medicaid, or any other state or federal health care program; or (iii) if Associate Medical Director is suspended, excluded, barred or sanctioned by Medicare, Medicaid, or any other state or federal health care program, or convicted of any criminal offense related to health care.

(c) The provisions of this Section 3.7 shall survive the expiration or termination of this Agreement.

3.8 Continuing Medical Education. Associate Medical Director shall ensure that Associate Medical Director at all times remains in compliance with the Medical Board of California's requirements for continuing medical education.

3.9 Confidentiality.

(a) "Confidential Information" includes any and all policies, procedures, contracts, quality assurance techniques, managed care initiatives, utilization management, patient records, credentialing, financial, statistical, peer review, medical review committee and other information of the District, 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 the District or others on behalf of the District 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 Associate Medical Director; (ii) is or becomes publicly known through no wrongful act of Associate Medical Director; or (iii) is received by Associate Medical Director from a third party other than in breach of confidence.

(b) Associate Medical Director acknowledges that Confidential Information is valuable property of the District and agrees that during the full term of this Agreement, and for a period of two (2) years thereafter, Associate Medical Director 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 District;

(iii) not use (or in any way appropriate) the Confidential Information for any purpose other than the performance of the business of the District and otherwise in accordance with the provisions of this Agreement; and

(iv) limit the dissemination of and access to the Confidential Information to such of the Associate Medical Director's agents or representatives as may reasonably require such information for the performance of Services and ensure that any and all such persons observe all the obligations of confidentiality contained in this Section 3.9, provided 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 Associate Medical Director for so long after such two (2) year period as such information retains its status as a trade secret under the California Trade Secret Act and, provided further, medical peer review committee information, peer review organization information and patient information shall be protected for so long as allowed by applicable law.

- (i) Confidential Information constituting the proceedings or records of a medical review committee or of a review organization shall be used and disclosed by Associate Medical Director 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 District by Associate Medical Director.
- (j) Confidential Information consisting of patient medical records and patient information shall be used by Associate Medical Director solely for the purposes of providing Services hereunder and Associate Medical Director shall maintain the confidentiality of such records and information in accordance with this Agreement 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 ("HIPAA"), the Health Information Technology for Clinical and Economic Health Act of 2009 (the "HITECH Act"), this Section 3.9(d) and the obligations contained in a Business Associate agreement to be executed between District and Associate Medical Director.

3.10 Ownership of Materials Copyrights. Any Works created by or that will be created by Associate Medical Director in the course of performing his obligations hereunder in providing Services shall be, to the extent allowed by law, subject to the Work for Hire provisions of the United States Copyright Act, Title 17 of the United States Code, 17 U.S.C. § 101 et seq. All right, title and interest to copyrights in all Works that have been or will be prepared by Associate Medical Director within the scope of this Agreement will be the property of District. Associate Medical Director further acknowledges and agrees that, to the extent that the provisions of Title 17 of the United States Code do not vest in District the copyrights to any Works, Associate Medical Director will assign, transfer and convey and hereby does assign, transfer and convey to District all right,

title and interest in such Works and to copyrights which Associate Medical Director may have in such Works. Associate Medical Director agrees to disclose promptly to District all Works referred to in this Section 3.11 and execute and deliver all applications for registration, registrations, and other documents relating to the copyrights to the Works and provide such additional assistance, as District may deem necessary and desirable to secure District's title to the copyrights in the Works. District will be responsible for all expenses incurred in connection with the registration of all such copyrights. Associate Medical Director hereby represents and warrants that (A) Associate Medical Director will not claim any ownership rights in any Works, (B) Associate Medical Director is the sole proprietor of the Works, (C) the Works do not infringe upon any existing common law or statutory copyright, (D) the Works have not heretofore been published in any form, and (E) to the best of their knowledge, the Works contain no libelous, scandalous, or other unlawful matter. District is under no obligation to publish a Work that in its opinion breaches any of these warranties. For purposes of this Agreement, the term "Works" shall mean a copyrightable work of authorship, including without limitation, any technical descriptions for products, services, user's guides, illustrations, advertising materials, computer programs (including the contents of read only memories), policies, protocols, benchmarks and any contribution to such materials.

3.11 Survival. The provisions of Sections 3.9, 3.10, and 3.15 shall survive the expiration or termination of this Agreement.

3.12 Outside Practice / Solicitation. Associate Medical Director acknowledges that Associate Medical Director's performance under this Agreement shall establish and coordinate certain services that are expected to enhance District's capacity to serve its patients and that will be unique to District in their organization and performance. Accordingly, Associate Medical Director will not provide, during the term of this Agreement, Services comparable to those described on Schedule A for any other District which is located within a fifty (50) mile radius of District. Nothing in this Section, however, will be deemed to prohibit Associate Medical Director from providing professional medical services at any location to any patient seeking their care or from consulting with any other health care provider regarding a patient, including the provision of those professional medical services and consultations which are provided now or may be provided in the future in the Facilities. During the term of this Agreement and any extensions or renewals thereof, and for a further period of one (1) year after expiration or other termination of this Agreement, Associate Medical Director shall not, directly or indirectly, recruit, hire or solicit for hire, or induce any person to recruit, hire or solicit for hire, any person who is an employee or independent contractor of District or its manager, Healthcare Conglomerate Associates, LLC. ("HCCA").

3.13 Compliance with Regulations. Associate Medical Director shall comply with all material aspects of applicable laws and regulations governing the licensing and conduct of physicians and with the ethical standards of the profession; and with the applicable policies, procedures, rules and regulations of District. Associate Medical Director shall cooperate with District in satisfying all requirements needed with respect to the SNF, to aid District in maintaining its accreditation, licensure and Medicare provider status.

3.14 Diligent Performance. In performance of Services under this Agreement, Associate Medical Director shall: (1) use sound medical judgment and diligent efforts and professional skills

and judgment, (2) perform professional services and render care to patients consistent with the applicable standards of the medical profession, (3) perform in a manner consistent with the Principles of Medical Ethics of the American Medical Association, and (4) comply with all provisions of the Bylaws and the applicable Rules and Regulations of the Medical Staff of District. Associate Medical Director shall participate at a reasonable level in Medical Staff and District activities and serve on committees as reasonably requested by District.

3.15 Litigation Cooperation. Associate Medical Director shall, and shall cause Associate Medical Director to, cooperate with District and its representatives in the prevention, investigation, management and defense of malpractice claims or other claims and actions against District, without regard to whether Associate Medical Director is a party to such claim or action. Such covenant of cooperation shall not, however, preclude a claim by Associate Medical Director against District or require Associate Medical Director to take action that reasonably would compromise a claim against Associate Medical Director arising from the same incident.

3.16 Quality Improvement. Associate Medical Director shall ensure that Associate Medical Director participates, and Associate Medical Director shall participate, as requested in Medical Staff and District utilization review, quality improvement, peer review and similar programs and committees. Associate Medical Director shall address practice or professional quality issues identified by any such program or committee in an appropriate and timely manner. Whether such issues have been addressed in an appropriate and timely manner shall be determined by the District in its sole discretion.

3.17 Insurance. The District shall provide general and professional liability insurance covering Associate Medical Director in an amount of not less than One Million Dollars (\$ 1,000,000) for each occurrence and three Million Dollars (\$3,000,000) annual aggregate, or such other amount as may be required. In addition, District shall provide "tail" coverage in the same amounts. District shall not terminate this insurance coverage while this Agreement is in effect and for a period of time covering the "tail" coverage.

3.18 Financial Relationships; Conflicts of Interest. Associate Medical Director shall disclose to District in writing any financial or other relationship with the manufacturer, distributor, vendor or supplier of any equipment, supplies or services recommended by Associate Medical Director and/or to be purchased or obtained by District in connection with this Agreement or otherwise. Further, Associate Medical Director represents and warrants that as of the Effective Date, they have disclosed to District any and all arrangements, financial or otherwise, that Associate Medical Director (or employer, any affiliated entity or any family member of Associate Medical Director (including a spouse, child, parent or sibling, stepparent, stepchild or stepsibling, parent-in-law, child-in-law or sibling-in-law; or grandparent, grandchild, or spouse of such person)) has with any vendor, supplier, distributor, or manufacturer of, or other entity or provider providing, services, equipment, supplies or materials to District. Associate Medical Director further represents and warrants that as of the Effective Date, and covenants that throughout the term of this Agreement, neither Associate Medical Director nor any affiliated entity nor any family member of Associate Medical Director, as identified above, has or will have any conflicts or other obligations or arrangements that may interfere with the duties and obligations of Associate Medical Director hereunder, the performance by Associate Medical Director of the Services or the exercise of Associate Medical Director's independent professional judgment in connection with the duties

and obligations hereunder. Associate Medical Director shall promptly notify District of any changes or updates in any such arrangements or obligations. Further, Associate Medical Director shall comply with any and all District policies and procedures regarding or relating to conflicts of interest. Associate Medical Director is and at all times shall be a participating physician in the Medicare and Medi-Cal programs.

3.19 Compliance. Associate Medical Director will meet with District's Compliance Officer and other District designees at reasonable times and places to assess compliance with District's compliance obligations, and to provide additional information regarding same, in writing, if District so requests. Associate Medical Director shall provide full and complete responses, in connection with such an assessment or request for information. Upon request, Associate Medical Director shall attend compliance and other training programs requested by District from time to time with respect to the services provided hereunder.

3.20 Code of Conduct. By Associate Medical Director's signature on this Agreement, Associate Medical Director acknowledges receipt and has reviewed or will review District's Compliance Policies and Procedures, including the Code of Conduct and the Physician Referral, Stark Law and Anti- kickback policies and procedures. Associate Medical Director shall read, and abide the Code of Conduct and Policies and Procedures provided by District, as such may be revised from time-to-time. If requested, Associate Medical Director will acknowledge receipt of any such revision.

3.21 Non-Discrimination/Other Law. In the performance of this Agreement, Associate Medical Director 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 antidiscrimination laws, regulations, and policies. As a recipient of Federal financial assistance, District 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 District directly or through Associate Medical Director or any other entity with which Associate Medical Director arranges to carry out her obligations, program and activities. Associate Medical Director agrees to abide by District's nondiscrimination policies and the rules, procedures and regulations District may adopt to effect such policies and will cooperate in any investigation District may have related to a complaint implicated by District's nondiscrimination policy. Associate Medical Director agrees to comply with applicable law, including without limitation, laws and regulations applicable to patient confidentiality, access, and patient care.

3.22 No Conflicts. Associate Medical Director is not bound by any agreement or arrangement which would preclude Associate Medical Director from entering into, or from fully performing the services required under, this Agreement.

ARTICLE 4. RESPONSIBILITIES OF DISTRICT

4.1 Equipment. District shall provide, maintain and make available the equipment reasonably necessary, as determined by the District, for the provision at District of the Services provided. However, Associate Medical Director acknowledges that District's inspection of any equipment does not relieve Associate Medical Director or any other person or entity from their

applicable obligation of pre-procedure inspections prior to operating the equipment. Associate Medical Director shall promptly notify District of any defect in, malfunction of or other deficiency in such equipment of which he is aware. New equipment may be recommended by Associate Medical Director through District's standard capital equipment budgetary process as a part of the Department's budget. District shall also provide all supplies necessary to provide the Services. Associate Medical Director shall make reasonable efforts to advise District concerning the supplies needed. Associate Medical Director shall disclose to District in writing any financial or other relationship with the manufacturer, distributor or vendor or any equipment or supplies recommended to District by Associate Medical Director, which disclosure must be given to District (1) with respect to the initial recommendation, prior to or at the time of any such recommendation by Associate Medical Director, or (2) with respect to previous recommendations, at any time during the term of this Agreement that Associate Medical Director enter into any financial or other relationship with the manufacturer, distributor or vendor of any equipment or supplies previously recommended by Associate Medical Director. District equipment and supplies shall be used only in connection with performance of the duties hereunder involving District operations and District patients.

4.2 Personnel. District shall provide personnel to give technical assistance and support to Associate Medical Director in the performance of the Services hereunder. Any District personnel providing assistance to Associate Medical Director hereunder shall be and remain employees of District and/or HCCA and may be disciplined, transferred or discharged only by District or HCCA, as applicable. District shall provide Associate Medical Director with opportunities to provide input about the performance of such personnel to appropriate departmental directors. District personnel shall be used only in connection with performance of the duties hereunder involving District operations and District patients.

4.3 Facilities. District facilities shall be used only in connection with performance of the duties hereunder involving District operations and District patients.

4.4 Clinical Management. Subject to the other provisions of this Article 4, District delegates to Associate Medical Director the management responsibility for clinical operations of delivery of the Services. Consistent with the provisions of Article 6 of this Agreement, District will not exercise control over Associate Medical Director's clinical methods and procedures. Pursuant to and to the extent required by 22 C.C.R. § 70713 and without diminishing Associate Medical Director's liabilities and obligations hereunder, District retains professional and administrative responsibility for the services rendered by Associate Medical Director hereunder. Associate Medical Director, when acting as a consultant, shall apprise the District's administrator of recommendations, plans for implementation and continuing assessment through dated and signed reports which shall be retained by the District's administrator, as required by 22 C.C.R. §70713, for follow-up action and evaluation of performance.

Associate Medical Director shall develop and recommend to District clinical policies relevant to provision of the Services. Associate Medical Director shall assist District personnel in maintaining adequate service statistics and reports, and providing such administrative departmental reports, as requested by District. Regarding clinical issues, Associate Medical Director shall report

to the Medical Chief of Staff and Administrator. Regarding administrative issues, Associate Medical Director shall report to the District's Administrator.

ARTICLE 5. COMPENSATION

5.1 Compensation for Associate Medical Director Services. Subject to Section 5.2 below, for all Services to be provided by Associate Medical Director under this Agreement, District shall pay Associate Medical Director Six Thousand Dollars (\$6,000.00) per month for the Services actually provided and documented by Associate Medical Director. Such compensation shall be paid as set forth in Section 5.2 below and shall be payable in arrears on a monthly basis for Services rendered during the immediately preceding month during the term of this Agreement. It is agreed that this compensation will include any amounts required in related to Nurse Practitioner. It is anticipated by the parties that the Associate Medical Director will compensate his Nurse Practitioner about stipend. If Associate Medical Director is requested by District in accordance with item #9 on Schedule A to participate in CME programs or marketing events that promote the District's services and programs, District shall reimburse Associate Medical Director a maximum amount as follows: (a) mileage at the rate District reimburses its employees for mileage as set forth in District's policies and procedures, as may be amended from time to time; and (b) if Associate Medical Director is giving a presentation at such CME program or marketing event, up to 2 hours preparation time and I hour presentation time.

5.2 Required Documentation.

(a) Prior to and as a condition for receipt by Associate Medical Director of any payment hereunder, Associate Medical Director shall furnish reasonably contemporaneous written time records, signed and certified as accurate by Associate Medical Director, that document, for each day worked during the immediately preceding month, the hours worked by Associate Medical Director and the Services provided by Associate Medical Director for each day in the month, all in a form approved by District (a sample of which is attached as Schedule C to this Agreement and made a part hereof), and such other documentary evidence as may be requested by the District. All such time records shall be submitted prior to the fifteenth (15th) of the month for Services rendered during the immediately preceding calendar month. Subject to District receipt, review and approval of all such time records, District shall pay to Associate Medical Director the applicable monthly compensation set forth in Section 5.1 above within forty-five (45) days after District's approval of such time records and upon termination of this Agreement the term of this Agreement shall be deemed to have extended to the date of such payment so that District can make any final payment to Medical Director. Such payment may be reviewed from time to time as considered appropriate by Associate Medical Director and District. Failure to comply with this Section 5.2 shall be considered a material breach of this Agreement and shall be grounds for termination under Section 7.2 below.

(b) As one of District's remedies, but not by way of limitation, District may delay or cease payment, if District does not have Associate Medical Director's cooperation and compliance with meeting, consulting, certifying and reporting requirements of this Agreement or if in good faith District believes ceasing a payment or practice hereunder would assist in the settlement of matters that may arise between District 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 Associate Medical Director does not cooperate or comply with District's written request concerning the foregoing within 10 days

of such request, District shall be relieved of any obligation to pay sums then due, in addition to any other remedy it may have. If District shall notify Associate Medical Director not to refer a patient to District for any in- or out-patient District service by reason of its good faith belief that the referrals under Stark Law may not be billed or paid, Associate Medical Director shall cooperate with such notice and refer such patients other than in an emergency, to a facility other than District. No additional damages, including, without limitation, interest charges on a delayed or withheld payment, can be sought against District 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.

(c) Notwithstanding the foregoing, no compensation shall be payable to Associate Medical Director in the event documentation as reasonably required by District, including, without limitation, the IRS Form W-9 "Request for Taxpayer Identification Number and Certification" is not submitted. Associate Medical Director further expressly acknowledges and agrees that, with respect to any period during the Term in which Associate Medical Director shall be suspended from the medical staff for delinquent medical records, compensation owed hereunder by District to Associate Medical Director shall continue to accrue in accordance with the provisions of this Agreement but shall not be payable by District until such time as Associate Medical Director is no longer suspended for delinquent medical records.

5.3 Billings. Associate Medical Director is allowed to bill patients or any third party payors or other parties for any Services rendered under this Agreement.

5.4 Regulatory Compliance. Associate Medical Director and District agree as follows:

(a) There is no requirement that the Associate Medical Director make any referrals to or be in a position to make or influence referrals to, or otherwise generate business for, District as a condition for entering into and performing under this Agreement. There is no requirement that District make any referrals to, or be in a position to make or influence referrals to, or otherwise generate business for, Associate Medical Director as a condition for entering into and performing under this Agreement.

(b) Associate Medical Director is not restricted from establishing or maintaining staff privileges at any other entity.

(c) The amount or value of the compensation and benefits provided to Associate Medical Director hereunder shall not vary based on the value or volume of any referrals among the Associate Medical Director and District, or based on any business otherwise generated by Associate Medical Director for District.

5.5 Fair Market Value. Payments hereunder reflect fair market value for the aggregate services rendered by Associate Medical Director, and all amounts paid under this Agreement, and any and all amounts paid under all other agreements between Associate Medical Director and District, shall not exceed fair market value for services rendered. Notwithstanding the foregoing, if any amount should be determined in good faith to be in excess of fair market value or in violation of any health care fraud and abuse law, such amount shall not be required to be paid hereunder and, shall be subject to recoupment, as provided in Section 5.6.

5.6 Offset. In the event District determines in writing, in good faith, that Associate Medical Director owes a repayment to District pursuant to this Agreement or otherwise (a "Repayment Amount"), District shall have the right to offset, in whole or in part, any Repayment Amount against any payment due Associate Medical Director under this Agreement until the Repayment Amount is paid in full. District shall provide to Associate Medical Director an accounting of the handling of the Repayment Amount. In the event the payment due to Associate Medical Director hereunder is not sufficient to offset fully the applicable Repayment Amount, District shall roll forward the remaining portion of the Repayment Amount against any compensation due hereunder until such Repayment Amount is paid in full.

5.7 Audit by District. District shall have the right, at its cost and expense, to audit the timesheets and other documentation provided by Associate Medical Director pursuant to Section 5.2, including any backup documentation and records maintained by Associate Medical Director in connection therewith, and such audit may be undertaken by District, its employees or agents, including an independent consultant engaged by District.

ARTICLE 6. INDEPENDENT CONTRACTOR RELATIONSHIP

6.1 No Control. Any provision hereof to the contrary notwithstanding, nothing herein shall be construed as giving District control over the professional judgment of Medical Director, or over the time, manner, method or means in which Associate Medical Director performs professional services. The Parties stipulate and agree that Associate Medical Director and District are independent contractors with respect to all duties hereunder and the practice of medicine at District; this Agreement describes and identifies the work to be performed by Associate Medical Director, but does not reserve to District control in the time, manner, method or means in which such services are to be performed; District shall not exercise and shall have no right to exercise control over Medical Director's practice of medicine or the provision of services hereunder. This Agreement sets forth results to be achieved by Associate Medical Director and standards to be satisfied by Associate Medical Director, but does not create the relationship of an employer and employee.

6.2 No Benefits. Because Associate Medical Director is not an employee of District, Associate Medical Director will not be eligible to participate in any pension plan or other benefit plan for employees or be entitled to any fringe benefits of District employees. Moreover, District will not deduct from the payments made to Associate Medical Director hereunder state or federal income taxes, FICA or other amounts normally withheld from compensation due employees. Associate Medical Director shall make and be responsible for all tax filings, withholdings and payments required by law, owed in connection with any monies received by Associate Medical Director hereunder or as a result of the Services provided by Associate Medical Director under this Agreement, including but not limited to federal, state and local income taxes, Social Security, unemployment, disability and all other taxes, assessments and benefits. Associate Medical Director shall indemnify, defend and hold harmless District and its officers, directors, employees, agents, representatives, affiliates and assigns from any loss, liability, damage, action, cause or action, cost or expense (including but not limited to reasonable attorneys' fees and costs, court costs, and costs of settlement) incurred as a result of Associate Medical Director's failure or refusal to comply with

the terms and provisions of this Section 6.3. The provisions in this Section 6.3 shall survive the expiration or termination of this Agreement.

ARTICLE 7. TERM; TERMINATION

7.1 Term. The initial term of this Agreement shall be for a one (1) year term beginning on the Effective Date, and shall expire on the first anniversary thereof unless earlier terminated as provided herein. At the end of the initial term and any renewal term, this Agreement will automatically renew for successive additional one-year terms unless either Party gives the other Party 30 days written notice of its intention to cancel this Agreement. The provisions of this Section 7.1 shall not be construed to modify or limit any provision in Sections 7.2 through 7.6 of this Agreement and other provisions of this Agreement regarding termination, which shall be applicable at all times.

7.2 Termination by District. District shall have the right to terminate this Agreement immediately:

- (a) If any of the representations and warranties contained in Article 3 of this Agreement shall have been false in any material respect; or
- (b) Upon material breach of or default under this Agreement, which is not cured within thirty (30) days after written notice thereof is given to Associate Medical Director, provided that (i) such breach or default is reasonably curable within such thirty (30) days period and (ii) Associate Medical Director pursues cure of the breach or default with reasonable diligence; or
- (c) Upon the substantial inability or failure of Associate Medical Director to fulfill the provisions of this Agreement; or
- (d) Upon the death of Associate Medical Director; or
- (e) Upon the suspension, exclusion or debarment of Associate Medical Director from the Medicare, Medicaid, or any other governmental health care programs; or
- (f) Upon any intentional or grossly negligent act or omission by Associate Medical Director that materially injures or may injure the reputation or interests of District; or
- (g) Upon an act of fraud or theft by Associate Medical Director, or the conviction of Associate Medical Director of any felony or any crime involving moral turpitude or any crime relating to health care; or
- (h) Upon any failure of Associate Medical Director to comply with Section 3.9, Section 3.10, or Section 3.17 of this Agreement; or
- (i) Upon the revocation, suspension, resignation or substantial curtailment or limitation of the medical staff privileges at the District or any other health care facility or a license to practice medicine in any state of Associate Medical Director; or
- (j) Upon the failure of Associate Medical Director to adhere to the Rules and Regulations and Bylaws of the Medical Staff of District; or

(k) In the event Associate Medical Director cannot perform the Services for more than thirty (30) continuous days; or

(l) Upon thirty (30) days' notice to Associate Medical Director in the event of any attempted assignment of this Agreement by Associate Medical Director without the prior consent of District; or

(m) The termination, revocation, restriction or relinquishment of Medical Director's Drug Enforcement Agency number; or

(n) The failure of Associate Medical Director to make a timely disclosure in accordance with Section 3.19 hereof; or

(o) Any conduct by Associate Medical Director which, in the sole discretion of District, could affect the quality of professional care provided to District patients or the performance of duties required hereunder, or be prejudicial or adverse to the best interest and welfare of the District or its patients; or

(p) The failure by Associate Medical Director to maintain the insurance required under this Agreement; or

The provisions of this Section 7.2 shall not be construed to modify or limit any provision in Sections 7.1 through 7.4 of this Agreement and other provisions of this Agreement regarding termination, which shall be applicable at all times.

7.3 Changes in Applicable Law. Subject to Sections 5.4 and 5.5 above, the Parties hereto 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 service arrangement or any provision of this Agreement, (ii) so materially affect any of the Parties hereto that continued performance under this Agreement shall become impossible, intolerable, or a violation of any law or regulation, or (iii) jeopardize District's tax-exempt status 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 of such change. Immediately upon the giving of such notice, the Parties shall suspend performance of all noncomplying (in the opinion of the Party giving such notice) obligations hereunder, including but not limited to the payment of any amounts payable hereunder, pending renegotiation of this Agreement. If the Parties are unable to renegotiate this Agreement within thirty (30) days after the date of such notice, then Associate Medical Director or District may, by written notice to the other Party, immediately terminate this Agreement.

7.4 Effect on Medical Staff Membership: No Interference. The termination of this Agreement by either Party shall not terminate or otherwise affect Associate Medical Director's medical staff membership at District. Termination of this Agreement shall not, however, afford Associate Medical Director any right to a hearing or access to any other due process or similar procedure set forth in the Rules and Regulations and Bylaws of the Medical Staff of District or otherwise available.

7.5 Cross Termination. In the event that a cause for termination arises under this Agreement, District may also terminate any other agreements between District and Associate Medical Director for cause. A termination of one, any or all such agreements shall not limit available rights and remedies of District.

7.6 Financial Arrangements Following Termination. Upon any termination of this Agreement, District, Associate Medical Director shall not enter into any compensation or other financial arrangement for the Services covered by this Agreement for the period of time that would have remained in the initial term or renewal term, as the case may be, had notice of termination not been given unless such arrangement is in compliance with the terms of 42 U.S.C. § 1395m et seq. and regulations adopted pursuant thereto, and 42 U.S.C. § 1320a 7b and regulations adopted pursuant thereto.

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

ARTICLE 8. MISCELLANEOUS

8.1 Rights in Property; Use of Premises. All title to supplies, fiscal records (except Medical Director's personal records), charts, medical records, equipment and furnishings shall remain the sole property of District. District recognizes that Associate Medical Director may see private patients at District and that normal medical records (including copies of District patient records normally provided physicians and research files) of Associate Medical Director may be removed upon any termination of this Agreement. Associate Medical Director shall not use, or knowingly permit any other person who is under its or his direction to use, any part of District's premises for any purpose other than the performance of Services for District and its patients.

8.2 Amendments. This Agreement may not be modified or amended except by written agreement executed by the Parties, and may not be amended orally. This provision is material and 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 and District policy. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

8.3 Severability. The provisions of this Agreement are severable, and if any term or provision of this Agreement or the application thereof to any person or circumstance is breached or shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of any such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, scope, activity or subject, it shall be construed by limiting and reducing it, so as to be valid and enforceable to the extent compatible with the applicable law or the determination by a court of competent jurisdiction. No breach of this Agreement shall in any way affect the enforceability of Sections 3.9, 3.10, 3.11 or 3.16.

8.4 No Assignment: Successors. Associate Medical Director may not assign this Agreement or any rights hereunder without the prior written consent of the District, and no such attempted assignment shall be effective or binding. This Agreement shall be binding upon and shall inure to the benefit of the Parties, and any permitted successors and assigns.

8.5 No Third-Party Beneficiaries. All of the conditions, representations, and obligations imposed hereunder are imposed or made solely and exclusively for the benefit of the Parties to this Agreement and their permitted successors and assigns, including Healthcare Conglomerate Associates, Ltd., as manager of the District. No other persons shall have standing to require the satisfaction of any condition, representation, or covenant made herein in accordance with its terms, or be entitled to assume the existence or absence of strict compliance with any and all of the terms and conditions hereof. No other person shall, under any circumstances, be deemed a beneficiary of this Agreement.

8.6 Headings. The headings of the various paragraphs of this Agreement are for purposes of reference only, and shall not expand, limit or otherwise affect any of the terms or provisions hereof.

8.7 Notice. Any notices required or permitted hereunder shall be effective on the day on which personally delivered to any Party and, if sent by registered or certified mail, return receipt requested, such notice shall be deemed to have been delivered to the Party to whom such notice was addressed on the third business day after the day on which mailed to such Party at the following address:

- (a) District:
Southern Inyo Healthcare District
501 East Locust Street | PO BOX 1009
Lone Pine, CA 93545
Attention: Alan Germany, CRO

- (b) Associate Medical Director.
AMIKJIT SINGH REEN, MD
8507 Franklin Ave
Los Angeles, CA 90069

8.8 Bylaws Control; Other Arrangements. In the event of any conflict between the provisions of this Agreement and the Bylaws of the Medical Staff of the District, the provisions of the Bylaws of the Medical Staff of the District shall, with respect to Associate Medical Director, control. This Agreement supersedes and replaces any prior agreement between the Parties regarding Associate Medical Director services in connection with the hospital, SNF, and clinic. This Agreement is intended to include all services provided by or compensation paid to each Party by the other Party, except for those other arrangements or agreements set forth in Schedule D, attached hereto and made a part hereof, which are in effect on the Effective Date, together with any other agreements as may be reflected on a master listing of contracts maintained by the District.

8.9 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.

8.10 Access Clause. If this Agreement is subject to Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. § 1395x(v)(1)(I) (the "Statute") and the regulations promulgated thereunder, 42 C.F.R. Part 420, Subpart D (the "Regulations"), Associate Medical Director 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 representatives, this Agreement and any other documents of Associate Medical Director that are necessary to certify the nature and extent of the cost of services furnished pursuant to this Agreement for which payment may be made to District under the Medicare program.

If this Agreement is subject to the Statute and Regulations and Associate Medical Director carries out any of the duties of this Agreement through a subcontract (to the extent permitted herein), with a value or cost of \$10,000 or more over a twelve month period, with a related organization, that subcontract shall contain a clause to the effect that until the expiration of four (4) years after the 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 representatives, the subcontract and the books, documents and records of such related organization that are necessary to verify the nature and extent of such costs.

8.11 Attorney Fees. Notwithstanding any other provision of this Agreement, should a Party hereto institute any action or proceeding against the other Party to enforce any provisions of this Agreement or for damages by reason of any alleged breach of any provision hereof or for declaration of such Parties' rights or obligations hereunder, or for any other judicial or administrative remedy with respect to this Agreement, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees actually incurred by the prevailing Party.

8.12 Counterparts This Agreement may be executed in more than one counterpart (any one of which may be by facsimile, electronic scan or .pdf), each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

8.13 Arbitration. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Inyo County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State of California. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its respective duly authorized representatives and its corporate seal affixed on the date specified by each Parties' signature below, to be effective as of the Effective Date.

SIHD

By: _____
Name: _____
Title: _____
Date: _____

AMIKJIT SINGH REEN, MD
Date: _____

SCHEDULE A

RESPONSIBILITIES OF ASSOCIATE MEDICAL DIRECTOR

In performing the general responsibilities described in Section 2.1, the Associate Medical Director shall:

1. Scope of Services. The Associate Medical Director shall serve as Associate Medical Director of the District' skilled nursing facility, but not the emergency department, hospital, etc. The Associate Medical Director shall participate in the formulation, review and/or revision of the scope of services provided in the Facilities.
2. Operational. Associate Medical Director shall:
 - a. Provide administrative supervision of the Facilities (the "Service") including managing the Service coverage and call arrangements.
 - b. Assist in the development or selection of clinical practice guidelines.
 - c. Maintain communication with attending physicians admitting patients to the Facilities to improve patient and physician satisfaction.
 - d. Review the clinical functions of the physicians and technicians caring for patients in the Facilities.
 - e. Review all admissions to and discharges from the Facilities in collaboration with referring physicians and management.
 - f. Maintain good communications with all disciplines within the Facilities, with other departments, and physicians involved in patient care and make recommendations regarding peer review issues.
 - g. Collaborate with department leadership to assure and maintain current technology and equipment and continuity of care planning.
 - h. Make recommendations to the District's administration regarding the use of District personnel, the necessary equipment, and general quality standards of patient care in connection with the Service.
 - i. Assist District in the development of a capital and operational budget for the Facilities and the services to be provided therein.
 - j. Participate in the interview process of candidates for management positions with respect to services at District; however, any final personnel and other management decisions reside with the District.
 - k. Be available for consultations or taking action in the event of inappropriate orders or actions of physicians.
3. Quality input. Associate Medical Director shall participate in programs and provide input in collaboration with administrative and clinical staff to:
 - a. Improve quality indicators, develop, and monitor goals and performance objectives for the Facilities.

- b. Develop and design protocols relevant to the Facilities patient population that will result in positive patient outcomes.
 - c. Review records and reports of patient service in the Service to promote quality of patient care and for data analysis and presentation and develop plans to reduce the number and severity of medical errors and adverse events.
 - d. Assist with the collection of data on use and appropriateness of cases performed in the Facilities.
 - e. Assist in initiating best practices and analyzing clinical outcomes that are required to be reported externally.
 - f. Present clinical outcomes to the appropriate forum.
 - g. Participate on appropriate District wide medical staff committees and serve as a Service liaison. Provided, however, in no event shall duties pursuant to this Agreement include attendance at meetings that Associate Medical Director is required to attend as a result of Associate Medical Director's licensure or medical staff membership including mandatory medical staff meetings or governing board meetings.
 - h. Assist the appropriate medical staff committee in reviewing and revising medical staff rules and regulations, which pertain to the Service.
 - i. Lead quality initiatives in collaboration with District leadership that will positively impact patient care.
 - j. Coordinate educational needs for unit-based, as well as general District personnel and the public.
 - k. Provide education and in-service instruction programs for the District's nursing and ancillary personnel in the operation of the Service.
 - l. Meet monthly with the District to discuss quality improvement and/or other service issues; consult with medical and departmental directors as needed should either party require such consultation.
 - m. Annually review and make written recommendations regarding policy and procedure manuals.
4. Expertise. The Associate Medical Director shall serve as a consultant and resource for the District in the development and implementation of programs for its services, and on an ongoing basis following implementation of such program.
 5. Medical Staff Liaison. The Associate Medical Director shall serve as a liaison for the Medical Staff and the District staff.
 6. Policies and Procedures. The Associate Medical Director shall participate in the recommendation, development and review of policies and procedures affecting the Facilities.

7. Regulatory Compliance. The Associate Medical Director shall be responsible for assisting with regulatory compliance, including compliance with accreditation standards, including but not limited to those utilized by OSHA, the Joint Commission, state and local health departments, and the CDC; and assisting District in maintaining appropriate certifications/accreditations by certifying or accrediting bodies.
8. Ethics. The Associate Medical Director will assist in addressing ethical issues involving patient care in the Facilities and will participate in ethics consultations as appropriate.
9. Other Duties. Additional duties on behalf of the District with respect to the Facilities as requested by District, including but not limited to participation in or attendance at CME programs or marketing events as specifically requested in writing by the District.

SCHEDULE B

CLAIMS AND LIABILITIES

Associate Medical Director warrants that there are no claims or suits pending against Associate Medical Director at this time except as follows: (if none, state "none")

As set forth in Associate Medical Director's credentialing file at the District.

SCHEDULE C

Name : _____ Calendar Month of Service: _____, 20_____

Unit: _____

ASSOCIATE MEDICAL DIRECTOR TIME SHEET

DATE	DESCRIPTION OF SPECIFIC SERVICES PROVIDED (Services must be described in detail) Administrative Services Only - No Clinical or Medical Staff Services	Total Time Spent On Task (Time In .25 Increments)
	Provide administrative supervision of Service including managing the Service coverage and call arrangements.	
	Assist in the development or selection of clinical practice guidelines and standard order sets.	
	Maintain communication with attending physicians admitting patients to the Service	
	Review the clinical functions of the physicians and technicians caring for patients in the Facilities.	
	Review admissions to and discharges from the Facilities in collaboration with referring physicians and management.	
	Maintain communications with all disciplines within the Facilities, with other departments, and physicians involved in patient care in the Facilities.	
	Collaborate with department leadership to assure and maintain current technology and equipment.	
	Provide input and active participation in the marketing of the Facilities to the medical staff.	
	Make recommendations to the District's administration regarding the use of District personnel, the necessary equipment, and general quality standards of patient care in connection with the Service.	
	Assist District in the development of a budget for the Facilities and the services to be provided therein.	
	Participate in the interview process of candidates for management positions with respect to services at District.	

	Ensure that a credentialed physician (i.e. member of the Medical Staff of District who has been approved by District for clinical privileges is available.	
	Improve quality indicators.	
	Develop and design protocols relevant to the patient population that will result in positive patient outcomes.	
	Review records and reports of patient service in the Service to promote quality of patient care and for data analysis and presentation.	
	Assist with collection of data on use and appropriateness of cases performed in the Facilities.	
	Assist the Facilities in initiating best practices and analyzing clinical outcomes.	
	Present clinical outcomes to the appropriate forum.	
	Participate on appropriate District wide medical staff committees and serve as a Service liaison.	
	Assist the appropriate medical staff committee.	
	Lead quality initiatives in collaboration with Facilities leadership.	
	Coordinate and provide education and in-service instructions programs for the District's staff.	
	Meet with the District to discuss quality improvement and/or other service issues; consult with medical and departmental directors.	
	Review and make written recommendations regarding Facilities policy and procedure manuals.	
	Other (Describe):	

TOTAL HOURS

ATTESTATION

By signing this document, I affirm and attest that the services described herein and the number of hours recorded for such services were performed by me.

_____, MD
Date: _____

By signing this document the Associate Administrator, Compliance Officer, and CRO/ Administrator affirm and attest that they have confirmed that the services rendered and number of hours recorded for such services satisfy the duties set forth in the Agreement, and that the number of calendar months remaining in the Agreement term as stated on pages I and 2 are accurate.

REVIEWED AND APPROVED BY ASSOCIATE ADMINISTRATOR:

_____. Associate Administrator Date: _____

_____, Compliance Officer Date: _____

REVIEWED AND APPROVED BY CRO/ ADMINISTRATOR:

Alan Germany

_____, CRO/ ADMINISTRATOR Date: _____

<p>ACCOUNTING USE ONLY: Calendar Month of Service: _____, 201__</p> <p># OF HOURS _____ X Rate per hour \$ _____ = Total \$ _____</p> <p>The above hours, rate and total compensation has been verified by: _____</p> <p>The above hours, rate and total compensation has been verified by: _____ CCO</p>

SCHEDULE D
OTHER ARRANGEMENTS

None

INTERIM SERVICES CONTRACT

This Agreement is made and entered into by and between **HEALTH TALENT SOLUTIONS.,** a California based Company (“Company”) and **SOUTHERN INYO HOSPITAL** (“Client”).

RECITALS:

A. The Company is engaged in contracting with Client for short-term projects for collections, billing, and providing interim business office personnel (“Interim Services”).

B. Client desires Company to provide interim business office services and Company desires to provide these services to Client.

C. Company and Client desire to set forth in writing the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. Services Provided. Company shall provide two qualified individuals to serve as on-site “Interim Business Office Personnel” as specified in Schedule(s) A and/or B attached hereto and made a part hereof for all purposes. Additional Schedule(s) A and/or B may be added to this agreement from time to time as mutually agreed to by the parties hereto.

2. Employees of Company. All Interim Business Office Personnel are employees of Company and shall at all times be subject to the direct supervision and control of Company. Company’s supervisory personnel shall be available to report to and confer with designated employees of the Client. Company shall design work schedules based on dates and hours suggested by Client. Interim Office Personnel may request to work Saturday or Sunday if approved by Company and Client. Company has the sole responsibility of paying the salaries, taxes, insurance and benefits relating to all Interim Business Office Personnel. Interim Business Office Personnel expenses shall be paid according to paragraph 5 below.

a) Company agrees that while any of its employees are located on the site of any of client facilities, such employees will comply with all applicable Policies and Procedures of Client, including all applicable Employee Health Policies and Procedures. Further, Company's employees shall be subject to on-site drug screens, TB tests, physicals, background checks, etc., at the expense of Client.

b) Company agrees that if Client should request Company to replace any interim business office personnel because Client feels it is not in the best interests of Client for that individual to continue to be assigned to Client, Company will immediately replace such individual. Client agrees that it will discuss all such situations with Company before making any such request.

3. Compensation. Client shall compensate Company for services rendered by Interim Business Office Personnel at the wholesale hourly rates and incentives a specified in Schedule(s) A for each day worked and/or traveled

[if a minimum of three (3) hours are worked on the same day as traveled]. Interim Business Office Personnel shall report work hours directly to Company and Company shall send a statement to Client of the compensation due at the end of each week. Client shall make payment to Company upon receipt of invoice. Hourly fee will be billed weekly and recovery incentives billed monthly

4. Term of Agreement. This Agreement shall have a term of six months, with the project beginning on June 19, 2017. This agreement can be extended by 1 month increments by agreement between the parties.

5. Expenses. Client agrees to pay Company directly the expenses related to each Interim Business Office on site team member.

On-Site Personnel expenses include, but are not limited to, the following:

(a) Authorized travel expenses such as rental car, airfare (plus processing fee), or mileage at \$0.50 cents per mile for use of personal vehicle. Travel expenses include travel to place of Assignment at the commencement of employment and month to and from the place of Assignment for the term of this Agreement, travel home at the conclusion of Assignment and services fees for authorized travel expenses;

(b) While on site at the Assignment, the use of a rental car or mileage at \$0.50 cents per mile for use of personal vehicle. If rental car is used, gasoline is reimbursable;

(c) While on site at the Assignment, \$45.00 per diem for meals;

(d) Travel and Parking expenses to and from the airport as well as to and from the hospital for use of a personal vehicle.

(e) While on site at the Assignment, hotel /lodging accommodations from the time of arrival until departure upon termination of this Agreement will be covered by / directly billed to the Client.

6. Payment of Invoices. Company shall submit to Client, an itemized expense report for expenses not paid directly by the Client and attached documentation along with its invoice for compensation. Client agrees to send payment in full within 30 business days of receipt of the invoice to the Company at 23785 El Toro Rd, Suite #260, Lake Forest, CA 92630. The Federal Tax Identification Number for the Company is 45-5280943. Unpaid invoices will accrue a 1.5% (one and one half percent) penalty, monthly, on the outstanding invoice balance, after 30 days of non-payment.

Additionally Client agrees to pay a \$10,000.00 (ten thousand) initial retainer for which Company will apply or offset by crediting \$1,000.00 (one thousand) to each of the first 10 invoices. The retainer is due within 48 hours of signed contract.

7. Disclosure of Confidential Information. In the course of performing duties under this Agreement, Interim Business Office Personnel may handle financial, accounting, statistical and/or patient information concerning the Client. All of this information is confidential and shall not be disclosed, directly or indirectly, to any person other than Company, either during the term of this Agreement or at any time after the term.

8. Hiring Company's Employee. Client agrees that during the term of this Agreement and for a period of six (6) months following the termination of this Agreement, Client will not individually employ or retain in any manner, any of Interim Business Office Personnel who performed services at any time for the Client in carrying out the terms of this Agreement. Company has a "Buy-Out Program" available to Client.

9. Hiring Client's Employees. Company will not hire any Client's employees during the term of this agreement and for one (1) year after completion of this engagement for services. The exception is the possible use of Client's employees in off hours to support the agreement project; Terms of this exception will be covered by separate employment agreement.

10. Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

11. Notices. Notices given under this Agreement shall be sufficient, if in writing and mailed by either registered or certified mail, return receipt requested, postage prepaid, to the Company at its place of business or to the Client at its place of business.

12. Business Associate Agreement. Attached hereto as Schedule B.

13. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of California, and all obligations of the Parties created in this Agreement are performable in the State of California.

14. Parties Bound. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and/or assigns.

15. Legal Construction. In the event that any one or more of the provisions contained in this Agreement are for any reason held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

16. Prior Agreements Superseded. This Agreement constitutes the sole agreement between the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement.

COMPANY: **HEALTH TALENT SOLUTIONS**

By: _____

Phillip Joujon-Roche, President
(888) 293-6609

CLIENT: **SOUTHERN INYO HOSPITAL**

Printed Name: _____

Signature: _____

Title: _____

Address: _____

Phone Number: _____

E-mail: _____

Date _____

SCHEDULE "A"

PROJECT COMPENSATION FOR PERSONNEL AND GAIN SHARE

On-Site Business Office Personnel

Compensation is at a rate of **\$45.00** per hour, plus expenses, as outlined in Section 5.

Off-Site Remote Business Office Personnel

Compensation is at a rate of **\$40.00** per hour, with NO expenses.

Overtime: Client may, at times, request Consultants to work overtime to complete assignments. All overtime requests must be approved in writing, by each Consultants "supervisor/director" and will be billed to Client using the following formula: Hourly rate multiplied by 1 and ½ times the number of hours worked over 40 hours per week as outlined in Federal Labor Standards Act (FLSA), U.S. Code, Title 29, and Chapter 8.

PROJECT GAIN SHARE COMPENSATION FOR CASH RECOVERY

The project assignment parameters include an initial assignment of all accounts that are 90 Days in age from discharge date or greater and all accounts that age beyond 30 days from discharge, during the course of this engagement. The initial assignment is estimated at \$2.4.M dollars in 12,908 accounts based on the Accounts Receivable Aging Reports dated June 8, 2017 from Medworxs and March 31, 2017 from Healthland. Over the duration of the project as well as for 30 day window, following the conclusion of the project a contingency fee of 5.95% of the cash recoveries from the assigned accounts will be paid by Client to Company. This will be invoiced and due monthly.

NOTICE REQUIREMENT TO END A SPECIFIC ASSIGNMENT

Client will be responsible for providing Company with a thirty (30) days, written notice, and prior to each particular Assignment ending.

HEALTH TALENT SOLUTIONS

By: _____ Title: President/CEO Date: _____

SOUTHERN INYO HOSPITAL

By: _____ Title: _____
Date: _____

Schedule "B"

BUSINESS ASSOCIATE AGREEMENT

THIS ATTACHMENT TO THE AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO THIS DAY 9th Day of June 2017 BY AND BETWEEN **SOUTHERN INYO HOSPITAL** ("HEALTHCARE PROVIDER"), AND **HEALTH TALENT SOLUTIONS**. ("BUSINESS ASSOCIATE").

WHEREAS, Healthcare Provider is a "covered entity" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the Electronic Transaction, Security and Privacy Standards (the "Standards") promulgated by the Department of Health and Human Services ("HHS") thereunder, which Standards are set forth in 45 C.F.R. Parts 142, 160, 162 and 164;

WHEREAS, Healthcare Provider's direct and indirect use and disclosure of individually identifiable health information is subject to HIPAA and the Standards;

WHEREAS, Healthcare Provider is desirous of obtaining services of Business Associate to assist in the billing and/or collection of accounts receivables;

WHEREAS, Business Associate is, for purposes of the Administrative Simplification provisions of the Health Insurance Portability Act of 1996, as amended, and the Standards published thereunder, a "Business Associate" of Covered Entity, as that term is defined in the Standards; and

WHEREAS, Business Associate wishes to provide third party accounts receivable billing and/or collection services per the terms and conditions of the Service Agreement,

NOW, THEREFORE, in consideration of the foregoing covenants and promises, the adequacy and sufficiency of which is hereby acknowledged, the parties mutually agree to the following terms and conditions:

I. GENERAL TERMS AND CONDITIONS

1.1 Description of Services

Business Associate shall perform duties as outlined in the Service Agreement in accordance with the following laws and any applicable rules and regulations promulgated thereunder: The Health Insurance Portability Accountability Act of 1996, as amended, the Fair Debt Collection Practices Act; the Social Security Act and applicable Medicare and Medicaid rules and regulations; and any other applicable state, federal and local laws and regulations.

1.2 Necessary Information to Effectuate Services

Healthcare Provider authorizes Business Associate to commence customary and standard procedures to effectuate payment of a referred account when Healthcare Provider provides Business Associate with the patient/responsible party information and which pertains to a patient's account receivable.

Business Associate understands that the Healthcare Provider is relying on Business Associate's determination of the minimum information it requires in connection with the Business Associate services under the Agreement. If, in connection with performing its services, Business Associate determines that additional information is required from the Healthcare Provider, the Business Associate's request for such information will be considered a representation by the Business Associate that the requested information is reasonable and necessary for the performance of its services under the Service Agreement.

1.3 Limitations on Use and Disclosure of Minimum Necessary Information

The parties agree that the Business Associate may use and disclose Protected Health Information, as defined in HIPAA and the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, obtained from or on behalf of

Health Provider for the proper management and administration of the Business Associate and to carry out the legal and contractual responsibilities of the Business Associate as provided in the Service Agreement.

1.4 Role Based Controls

Business Associate agrees to use reasonable efforts and implement reasonable controls to limit access, use and further disclosure, in whole or in part, of the Protected Health Information to those employees, officer, directors, authorized agents, vendors and subcontractors whose ability to perform their job functions or render services to the Business Associate may require such access, use or disclosure of Protected Health Information.

1.5 Right to Refuse to Perform Services

Upon receipt of notice that an account receivable referred to Business Associate is subject to restrictions on the use or disclosure of Protected Health Information, Business Associate may, at its sole discretion, return the account receivable to Health Provider without penalty.

1.6 Electronic Data Exchange

Healthcare Provider and Business Associate shall adhere to the electronic data exchange protocols as provided in Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Part 142.

1.7 Amendments

Health Care Provider and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as may be necessary for Health Care Provider to comply with the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, and HIPAA.

HEALTH TALENT SOLUTIONS

By: _____ Title: President/CEO Date: _____

By: _____

Print name

SOUTHERN INYO HOSPITAL

By: _____ Title: _____ Date: _____

By: _____

Print name