



**WEST CONTRA COSTA HEALTHCARE DISTRICT  
DOCTORS MEDICAL CENTER**

**GOVERNING BODY  
BOARD OF DIRECTORS**

**WCCHD DOCTORS MEDICAL CENTER  
GOVERNING BODY BOARD OF DIRECTORS  
JANUARY 21, 2015 – 4:45 P.M.  
Doctors Medical Center - Auditorium  
2000 Vale Road  
San Pablo, CA 94806**

**Governing Body Members**

*Eric Zell, Chair  
Supervisor John Gioia, Vice Chair  
Irma Anderson  
Wendel Brunner, M.D.  
Deborah Campbell  
Nancy Casazza  
Sharon Drager, M.D.  
Pat Godley  
Richard Stern, M.D.  
William Walker, M.D.  
Beverly Wallace*

**AGENDA**

1. **CALL TO ORDER** E. Zell
2. **ROLL CALL**
3. **APPROVAL OF MINUTES OF DECEMBER 1, 2014** E. Zell
4. **PUBLIC COMMENTS** E. Zell  
*[At this time persons in the audience may speak on any items not on the agenda  
and any other matter within the jurisdiction of the of the Governing Body]*
5. **RECOMMENDATION OF APPROVAL OF INTERIM  
CEO CONTRACT WITH 80/20, LLC FOR APPOINTMENT OF  
KATHY WHITE AS INTERIM CEO EFFECTIVE FEBRUARY 1, 2015** E. Zell
  - a. Discussion
  - b. Presentation
  - c. Public Comment
  - d. *ACTION: Recommendation on 80/20 LLC Contract*

6. **APPROVAL OF CHIEF MEDICAL OFFICER CONTRACT WITH DR. SHARON DRAGER** K. White
- a. Discussion
  - b. Presentation
  - c. Public Comment
  - d. *ACTION: Approval of CMO contract with Dr. Sharon Drager*
7. **FINANCE AND CASH FLOW REPORT** J. Boatman
- a. Presentation
  - b. Discussion
  - c. Public Comment
  - d. *ACTION: Acceptance of Finance and Cash Flow Report*
8. **PRESENTATIONS ON FINANCING OPTIONS** E. Zell  
R. Norris
- a. Presentation
  - b. Discussion
  - c. Public Comment
  - d. *ACTION: For Information Only*
9. **PRESENTATION BY UC BERKELEY SCHOOL OF PUBLIC HEALTH** S. Bertozzi  
J. Oxendine  
B. Redlo
- a. Presentation
  - b. Discussion
  - c. Public Comment
  - d. *ACTION: For Information Only*
10. **OVERVIEW OF SEISMIC COMPLIANCE STATUS/OPTIONS** B. Paloutzian
- a. Discussion
  - b. Presentation
  - c. Public Comment
  - d. *ACTION: For Information Only*
11. **MEDICAL EXECUTIVE COMMITTEE REPORT** B. Carter, M.D.
- a. Presentation
  - b. Discussion
  - c. Public Comment
  - d. *ACTION: Approval of the MEC report, the Credentials Committee Report and Policies as Presented*

**ADJOURN TO CLOSED SESSION**

- A. Reports of Medical Staff Audit and Quality Assurance Matters Pursuant to Health and Safety Code Section 32155.
- B. Conference with Labor Negotiators (pursuant to Government Code Section 554957.6) Agency negotiators: Bob Redlo, VP of Patient Relations, Labor Relations & Workforce Development, John Hardy, Vice President of Human Resources: California Nurses Association, NUHW, PEU Local One and Local 39.
- C. Discussion involving Trade Secrets Pursuant to Health and Safety Code Section 32106. Discussion will concern new programs, services, facilities.

ANNOUNCEMENT OF REPORTABLE ACTION(S) TAKEN IN CLOSED SESSION, IF ANY.





**WCCHD DOCTORS MEDICAL CENTER  
GOVERNING BODY BOARD OF DIRECTORS**

**December 1, 2014  
Doctors Medical Center - Auditorium  
2000 Vale Road  
San Pablo, CA 94806**

**MINUTES**

**1. CALL TO ORDER**

The meeting was called to order at 4:45 P.M.

**2. ROLL CALL**

Quorum was established and roll was called: 4:46 PM

Present: Eric Zell, Chair  
Supervisor John Gioia, Vice Chair  
Deborah Campbell  
Irma Anderson  
Sharon Drager, M.D.  
Nancy Casazza  
Richard Stern, M.D.  
Beverly Wallace  
William Walker, M.D.

Excused: Pat Godley  
Wendell Brunner, M.D.

**3. APPROVAL OF MINUTES OF NOVEMBER 4, 2014**

***The motion made by Director Beverly Wallace and seconded by Supervisor John Gioia to approve the November 4, 2014 minutes passed unanimously.***

#### 4. PUBLIC COMMENTS

There were no public comments.

#### 5. MEDICAL EXECUTIVE COMMITTEE REPORT

Dr. Stern reported that there were no new physician credentials; however, there were several perfunctory policy changes that needed to be approved. All of these policies can be found in the board packet.

*A motion made by Director Nancy Casazza and seconded by Director Beverly Wallace to approve the policy changes for MEC passed unanimously.*

#### 6. UPDATE ON 5 X 8 PLAN

Eric Zell presented a review of the 5x8 plan and talked about the immediate need for \$2.5 million to get us fully through December 2014 and \$11 million needed to get us through 2015. These amounts are in addition to the funds saved/raised through the 5x8 plan, and are necessary to bridge until that plan is fully implemented.. Director Zell referred to the cash flow chart presented at the last meeting in November.

	Nov-14	Dec-14	Jan -15	Feb-15	Mar-15	Apr-15
<b>Beginning Balance</b>	1,073	1,977	7,694	1,889	16	(2,037)
<b>Cash Receipts</b>	8,271	12,529	4,778	4,223	3,656	7,219
<b>Cash Payments</b>	(7,367)	(6,813)	(10,583)	(6,096)	(5,709)	(8,500)
<b>Change In Cash</b>	904	5,716	(5,805)	(1,873)	(2,053)	(1,281)
<b>Ending Balance</b>	<b>1,977</b>	<b>7,693</b>	<b>1,889</b>	<b>16</b>	<b>(2,037)</b>	<b>(3,318)</b>

Dawn Gideon pointed out that there will be a significant dip after the first payroll in December, thereby creating the need for the \$2.5 million in short term financing. We are at this time exploring options, one of which was Mechanics Bank who declined to advance the loan, as did other lenders. These are the challenges that we face while trying to save the hospital. We will manage through it by using a very significant expense control. The controller and the CFO will be meeting on a daily basis to ensure that this happens. The greater issue is the second revenue needed in 2015 which is the \$11 million needed to get us through next year. Many items in the 5x8 plan such as parcel tax will not provide revenue until late 2015 or early 2016, so while 2016 looks good we still will operate at a cash deficit in 2015. Ms. Gideon made reference to the chart below. She did remind the Governing Body that while

2015 shows a cash deficit of nearly \$17 million; we do begin the year with approximately \$6 million in cash, thus the need for \$11 million.

	2015 Annual	2016 Annual	2017 Annual	2018 Annual	2019 Annual
<b>Cash Received:</b>					
Patient and Related Cash	93,688	111,190	113,602.33	115,531	117,451
Parcel Tax Funds	10,900	10,900	10,900	10,900	10,900
Ad Valorum Tax Funds	2,900	2,900	2,900	2,900	2,900
<b>Baseline Cash Received</b>	<b>107,488</b>	<b>124,990</b>	<b>127,402</b>	<b>129,331</b>	<b>131,251</b>
<b>Cash Spent:</b>					
Total Operating Expenses and Capital	137,514	139,445	139,032	140,697	142,951
COP Payments	4,370	4,370	4,370	4,370	4,370
County Debt Payments	2,900	2,900	2,900	2,900	2,900
<b>Baseline Cash Spent before Initiatives</b>	<b>144,784</b>	<b>149,465</b>	<b>148,752</b>	<b>150,217</b>	<b>152,471</b>
<b>Cash Flow - Baseline before Initiatives</b>	<b>(37,297)</b>	<b>(24,475)</b>	<b>(21,350)</b>	<b>(20,885)</b>	<b>(21,219)</b>
County Debt Forgiveness	3,000	3,000	3,000	3,000	3,000
Forgiveness of Long Term Debt	4,370	4,370	4,370	4,370	4,370
New Parcel Tax	3,100	5,800	5,800	5,800	5,800
Foundation Fund raising	1,500	500	500	500	500
Residency Program	-	-	500	500	500
Employee Savings	6,600	5,800	5,200	5,200	5,200
Continued Operating Efficiencies	1,800	4,900	3,300	3,400	3,500
Richmond Community Benefit		5,000	5,000	5,000	
<b>Net Impact of Initiatives</b>	<b>20,370</b>	<b>29,370</b>	<b>27,670</b>	<b>27,770</b>	<b>22,870</b>
<b>Cash Flow After Initiatives</b>	<b>(16,927)</b>	<b>4,895</b>	<b>6,320</b>	<b>6,885</b>	<b>1,651</b>

Director Zell reminded the members that although good, the 5x8 plan cannot succeed without certain parameters being met. He addressed several of the initiatives:

**County Debt Forgiveness:** Supervisor Gioia announced that the County, at its meeting on December 2, will address resolutions to be introduced by Supervisor Glover. These resolutions will defer the repayment of the ad valorum tax due to the County in December 2014 and April 2015 (totaling \$3 million) and will provide forgiveness on three additional years of payment beginning in December 2015. This totals \$12 million in debt relief. This action will be dependent upon the other elements of the plan coming together, however, so that sustainability can be achieved.

**Parcel tax:** Director Zell reported that the organization will complete a public opinion survey after the first of the year. We do anticipate having a much different approach than that taken in the 2014 election, including a much less expensive request.

**Operating Efficiencies:** Ms. Gideon reported that we are on target in the operating efficiencies, many of which have already been implemented, closure of Pet CT, termination of Sodexo contract, and closure of Towne Center.

Director Zell reported that with the pending changes in legislature we will begin to work with the newly elected officials to seek state-wide support and solutions, especially as related to the \$11 million pending 2015 need. He and Ms. Gideon also announced that work continues to be explored regarding potential seismic compliance and updates will be reported at future meetings.

In response to a question posed by Director Wallace regarding negotiating with Federal or State Officials about increasing the Med-Cal/Medicare payments, Supervisor Gioia reported that the Medi-Cal waiver that exist between the Center for Medicaid Service and Center (CMS) and Health and Human Service (HHS) that can provide for enhanced payments will soon expire and will require an agreement with the state and HHS to amend this waiver. It is highly unlikely that they will vote to change the structure of the Medi-Cal payment system but we will still pursue all avenues. Dr. Walker stated that with Senator Hatch now Chair of Senate Finance and his staff's aggressive pursuit of Medicare reductions, the likelihood of any changes at this time is non-existent.

#### Public Comments:

Mr. Lorenzo Friar – As a member of the Closure Aversion Committee I applaud everyone's work and endorse the 5 x 8 plan. We must stay open to all possibilities that may arise, otherwise we will miss opportunities. DACA believes that should the parcel tax initiative lose in 2015, Doctors Medical Center will lose support from the Richmond City Council Commitment to provide financial support from the Chevron monies. Loss of this commitment would send Doctors Medical Center into such a tail spin that Doctors Medical Center could not recover. DACA urges this board to go public to pursue the entire WCC Community participation in developing a regional fiscal solvency option that seeks parity involvement from all Richmond municipalities and all unincorporated towns. By revisions being made to the 5x8 plan drafting language stating that all options to save Doctors Medical Center will be explored. DCAC has strong reason to believe that the Doctors Medical Center employees support that any and all options should be explored and DCAC urges this board to amend the 5x8 plan to include this statement.

Dr. Carter – Informed the board that former board member Betty Cash passed away last night and when she became ill she was not able to come to the hospital she served for so many years. We must pursue all available options to save this community hospital.

Director Zell asked Ms. Gideon to follow-up with Richmond City Manager Bill Lindsey regarding expansion of the Richmond City resolution to ensure that all options – not just those specifically outlined in the 5x8 plan – be explored and pursued. This will enable DACA to explore options with confidence that they have the support of the WCCHD Board.

M.L. Mellander – Would like to address the commentary that the 5x8 plan may go through if all stakeholders step up and participate. However, you leave out the tax payers, and we

have already stepped up and participated. We as tax payers do not want to support another parcel tax. We are already paying the bills.

Mrs. Jan Gilbrecht – I would like to address the issue of operational efficiency in the 5x8 plan. It is the obligation of the board to dig deeper on this issue and the board owes it to the community. I would like to now refer to the flyer I passed out that shows the income in the month of October 2014 for 14 key management staff while this hospital was in its second month of staff reductions. It is appalling and way out of step with most other 30 bed hospitals executive compensation policies. She offered examples to support her position and concern on this topic. I would like to see the executive compensation policy for Doctors Medical Center.

Mrs. Seung Choo – I think the salary for management is terrible. If you want to go to the community to poll for a new parcel and they see what management is making here they will not support a new parcel tax.

## **7. CEO REPORT**

Ms. Gideon reported that since going on ambulance diversion in August, Doctors Medical Center has seen 138 inpatients, 2,300 Emergency Department patients, and 134 outpatient and inpatient surgeries. Doctors Medical Center treated or diagnosed many more in our Cancer Center, GI, and Hyperbaric departments. She wants to always point out the number of lives we have impacted since our last meeting because that is why we are here. She went on to ask that we do whatever necessary to save the hospital. In addition to our care we have been active in the community. We kicked off Diabetes Day November 17<sup>th</sup>, where Lou Brock was the speaker. We also had two Flu Shot drive through clinics' that saw collectively 450 people in the community, and the Employee Association had a food drive that ended a week ago.

### **Public Comments**

Mrs. Jan Gilbrecht – Our members have been working extremely hard to keep this hospital going. She urged a more collaborative approach to negotiation, one that truly includes shared sacrifice, collaboration and meaningful teamwork. Simply attempting to impose an unfair contract is unacceptable.

## **8. UPDATE ON ACHD AND CERTIFICATION**

This item was deferred to a future meeting.

**THE MEETING ADJOURNED TO CLOSED SESSION AT 6:45 P.M.**



January 15, 2015

Mr. Eric Zell  
Chairman, Board  
Doctors Medical Center  
2000 Vale Road  
San Pablo, CA 94806

Dear Mr. Zell,

Effective on this day, January 21, 2015, eighty20 healthcare consulting (e20) and Doctors Medical Center agree to the following:

1. e20 has a professional candidate, Kathy White, to fill Client's position of Interim Chief Executive Officer and Chief Operating Officer beginning February 1, 2015 to be on-sight four (4) day a week for 90 days.
2. If the client or candidate chooses to terminate their relationship with a thirty (30) day notice (after the candidate is in place), the relationship will be terminated with no replacement by e20.
3. Services: e20 will manage the following and assist the Client throughout the agreement. e20's services will include:
  - a. Assure candidate is providing services per the job description of Interim Chief Executive Officer and Chief Operating Officer.
  - b. Ensure client satisfaction throughout tenure of the engagement.
  - c. Be available to discuss the candidates' performance at any time.
4. Fee: Once the Client has interviewed and accepted a candidate for the defined interim role, Client agrees to pay e20 (for the services provided) as follows:
  - a. Daily Rate: Two thousand five hundred dollars a day, paid every 15 days following the candidate's first day on-site. The existing retainer will be deducted from the last month of work.
5. Client will be responsible for providing the interim candidate with housing, meals, rental car, and weekly airfare.
6. Candidate will abide by Doctors Medical Center expense reimbursement policy and will bill client directly on the Doctor's Medical Center Expense Report form.

7. Any business expenses incurred by the candidate at the request of the Client will be reimbursed to the candidate directly by the Client.
8. Both the client and the candidate will commit to a minimum of a 90-day engagement. Because of the special nature of this assignment e20 will not be able to replace this Candidate if the Doctors Medical Center or e20 chooses to terminate the assignment.

If you are in agreement with the terms of this contact, please sign below.

Sincerely,

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**Kathy D. White, RN**  
*Principal*

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**Date**

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**Eric Zell, Chairman**  
*Doctors Medical Center*

---

**Date**



# Kathy White MS, RN

1

With over 30 years experience, Kathy White is a seasoned healthcare executive with a values-based leadership style and strong clinical background. She has worked throughout the United States and in Canada in hospital systems ranging from rural community to academic tertiary care centers, in both union and non-union environments.

Educated and trained in the United States, Ms. White's career began as a critical care nurse. After obtaining her Master of Science, Ms. White's leadership was focused on spearheading innovative programs integral to the opening a new, large academic tertiary care health science center in New York. She then moved into senior executive leadership positions that centered on improving hospital operations in highly complex multi-hospital systems. For the past decade, Ms. White has provided the operations leadership in several successful turnaround projects across the country involving fiscal improvements of as much as \$4M per month. In addition, as a consultant working with senior executive teams, she has focused on identifying various team members' strengths and opportunities for growth towards achieving operational improvements.

Ms. White's clinical background is critical in her leadership of improving operations. She has repeatedly demonstrated the ability to promote the clinical quality of the organization while balancing the need for sound stewardship.

She is a graduate of University of Pittsburgh with a B.S. in Nursing, and obtained her M.S. from State University of New York at Stony Brook where she was also a Clinical Assistant Professor. She is a member of the American Organization of Nurse Executives and has served on the national board and on various strategic committees. She was a member of the Catholic Healthcare Association Healthcare Reform Task Force in Washington DC, AHA Task Force on Patient Bill of Rights and addressed Congress in February of 2000 at the AHA BBA Rally. She is a founding member and consultant of the Critical Care Management Consultants.

Ms. White has authored several publications and is a national presenter on issues related to the clinical environment, workforce and executive leadership.

**KATHY WHITE, RN, MS**  
**Principal**

**Executive Profile**

Health care executive with a **values-based leadership style** and **strong clinical and operations expertise**. Particularly effective in the development and implementation of **healthcare strategies**. Able to **energize work teams** through strong **communication skills** with all stakeholders: physicians, staff, board members, and community. Proven record of **operational management** in **difficult environments** requiring **constant redesign**. **A passion for making a difference** in caring for others while balancing the resources for **business success**.

**Areas of expertise include:**

Executive Leadership  
Clinical Business Coaching  
Physician collaboration  
Operations management  
Energetic communication style  
Organization of complex systems  
Outcomes-methodology towards improvement efforts  
Employee and union  
Public Speaking  
Work redesign  
Values-based leadership

**LICENSES and EDUCATION:**

Bachelor of Science in Nursing, University of Pittsburgh, Pittsburgh, PA  
Masters of Science, State University of New York at Stony Brook  
Registered Nurses licensed currently CA and NM

**WORK HISTORY:**

**eighty20 healthcare consulting, Principal and Founder  
(2010-present)**

Co-founded firm that focuses on improving hospital operations using the Pareto Principle which states that, in most things, one can achieve 80 percent of what is possible, through focusing on 20 percent of the opportunities. Using a collaborative and mentoring approach Kathy and her team focus on improving the quality and costs in hospital operations. Specific services include clinically driven work redesign,

total labor resource management, clinical resource management and sustainability, interim management.

***Healthcare Executive Consultant  
(2002-2010)***

Kathy works in hospital and healthcare system operations. She has provided both consulting and interim management (C-Suite), most often in turnaround situations. She is involved in assessing and providing action-focused solutions to improve processes and medical, staff and hospital working relationships. Her assignments focus on the strategic, operational and structural assessments and redesigns of operations. She is active in the consolidations of multi-campus hospitals into systems and in organizing systems to promote accountability and outcome. In addition, she provides interim senior leadership as required by the assignment.

Some of her engagements include:

- Chenango Memorial Hospital (UHS) Norwich, NY
- Greater Hazleton Health Alliance Hazleton, PA
- Memorial Medical Center Las Cruces, NM
- Forum Health Youngstown, OH
- St. Peter's Medical Center Olympia, WA
- St. Mary's Medical Center Walla Walla, WA
- Liberty Health System Jersey City, NJ
- Doctors Medical Center San Pablo, CA
- Kaiser Sunnyside Medical Center Portland, OR

***St. Joseph Healthcare System, Albuquerque, New Mexico  
(1992- 2002)***

- **Vice President, Operations**
  - July 2000-2002
- **Vice President, Clinical Integration**
  - November, 1996-July, 2000
- **Associate Vice President, Patient Care Services**
  - April, 1993-November, 1996
- **Assistant Administrator, Patient Care Services**
  - April 1992-April, 1993

Progressive leadership as CNO through VP, Operations for a five hospital healthcare system, in high risk managed care environment. Focus on financial,



eighty20 healthcare consulting, llc  
5841 riverstone circle, atlanta, ga 30339

tel 404.274.3459 | fax 770.230.2077  
www.eighty20llc.com

*A precise approach to delivering  
quality care and fiscal responsibility*

quality and service productivity, physician relationships and strategic planning for operations.

***University Hospital at Stony Brook, Stony Brook, NY  
(1983- 1992)***

- Clinical Nurse Specialist, Critical Care; Director of Critical Care

***Critical Care Nurse, 1975-83***

- Opportunity to work as a critical care nurse throughout the U.S. and in Canada

***Professional and committee activities, teaching appointments, presentations and publications available on request***



January 21, 2015

Sharon Drager, M.D.  
160 Vincente Road  
Berkeley, Ca 94702

**Re: Offer of Employment—Chief Medical Officer**

Dear Dr. Drager:

We are happy to offer you a position as the Chief Medical Officer for Doctors' Medical Center ("DMC"). This letter sets forth the general terms of your employment. It is requested that you sign this letter in the space provided below and return it to me before January 31, 2015 if you wish to accept our offer of employment pursuant to the terms set forth herein.

1. Your employment will be on an "at will" basis. This means that either you or DMC may terminate the employment relationship at any time, with or without cause and with or without notice.
2. This offer is contingent upon you successfully meeting DMC's customary employment requirements and criteria. In addition, in order to be eligible for this position you must at all times: (1) hold an unrestricted license to practice medicine in the State of California; and (2) be a member in good standing of DMC's Medical Staff.
3. It is anticipated that the term of your employment shall begin on February 1, 2015.
4. During your employment, you will be expected to devote a minimum of twenty (20) hours per week performing the services customary of a Chief Medical Officer and as directed by DMC management, and you will report directly to the Chief Executive Officer or their designee. You shall document your time spent performing your duties as requested by DMC.
4. Your annual salary shall be *One Hundred and Ninety-Five Thousand Dollars (\$195,000)* payable in accordance with DMC's normal payroll practices, which may change from time to time.
5. You shall not be entitled to any health, welfare or retirement benefits other than those which DMC is legally obligated to provide by virtue of your employment (i.e. workers' compensation insurance, state disability insurance).
6. You will not be entitled to any paid vacation, sick leave, holiday leave or bereavement leave unless required by law.

We feel that you have the education, background, experience and attitude necessary to do an excellent job as Chief Medical Officer and this is the reason that you have been extended this offer. I look forward to working with you.

Sincerely,

Dawn M. Gideon  
Interim CEO

I hereby state that I have read and understand each of these items listed above, and intend to be bound by them. I accept your offer of employment with DMC as set forth in this letter.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**TRANSACTION SUMMARY  
PHYSICIAN TRANSACTIONS AND ARRANGEMENTS**

**Dr. Sharon Drager  
Chief Medical Officer Employment Agreement Effective February 1, 2015**

**A. Parties**

- Identify the physician/group and indicate the specialty/practice area and administrative expertise.

**Dr. Sharon Drager, Surgeon, for the provision of Chief Medical Officer services on behalf of DMC.**

- Will the arrangement be with the physician as an individual, or with his/her group?

**The arrangement is an employment relationship with an individual**

**B. Purpose/Reasons to Pursue the Arrangement**

- Describe how the arrangement meets a community need.

**As DMC prepares for the future both through the continued reorganization of its management structure and through the development of a robust and growing medical staff infrastructure, it is essential that, as with most hospitals throughout the bay area and the country, a dedicated physician leader team with existing management. The result will benefit the community through the recruitment and retention of physicians, development of new clinical programs, and more effective overall management of the clinical enterprise.**

- Indicate whether the arrangement is new or is a renewal of an existing arrangement.

**This represents a new arrangement. This agreement does, however, replace two (2) existing contracts with Dr. Drager for Clinical Resource Management**

**Director and for Co-Director Medical Staff Performance Improvement. Those responsibilities will be assumed under the CMO agreement.**

**C. Services to be Provided**

- Describe the services to be provided by the physician/group.

**As a member of the Executive Leadership Team is the physician liaison with the members of the medical staff working collaboratively with the MEC structure and management. This position reports to the CEO. The position draws primarily from clinical practice and physician leadership experience; hospital administration or business credentials not prerequisites**

**In this role, the CMO will be the DMC Physician leadership spokesperson externally and internally. She will take a leadership position working collaboratively with the medical staff in the physician growth strategy for sustainability at DMC. As required and directed by the CEO, she will lead physician projects at DMC.**

- Describe the time commitment of physician/group (e.g., FTE, part-time, # of hours)

**A minimum of 20 documented hours per week.**

- Describe how the services actually provided will be tracked and documented by hospital management.

**Dr. Drager will submit monthly time sheets for review and approval by the CFO and CEO**

**D. Financial Terms**

- Describe the compensation methodology (hourly fee, monthly or annual salary, etc.). Indicate the aggregate compensation to be paid.

**Annual compensation will be One Hundred Ninety –Five Thousand Dollars (\$195,000), payable in monthly installments through the DMC payroll system. With this contract comes the elimination of a total of \$48,000 in professional services previously paid to Dr. Drager, resulting in a new cost to DMC of \$147,000.00.**

- Describe any other benefits payable to, or provided to (space, services, equipment, etc.), the physician.

**Dr. Drager will be provided with an office and administrative support to complete this CMO function. She will not be entitled to any health, welfare or retirement benefits other than those which DMC is legally obligated to provide by virtue of her employment (i.e. workers' compensation insurance, state disability insurance)..**

- Describe the methodology for determining that the financial terms meet Fair Market Value requirements.

**The MDRanger Compensation Survey was utilized, and findings are attached.**

**E. Other Terms**

- Indicate whether the arrangement will be structured as an employment or independent contractor relationship.

**Employment at will arrangement as recommended by DMC counsel.**

- Indicate the term of the arrangement (dates) and describe the termination provisions.

**The arrangement is effective February 1, 2015 and terminable at will by either party.**

**F. Business and Financial Risk**

- Identify any specific business and financial risks of the arrangement.

**None identified**

- Identify any conflicts of interest that have been identified through application of the Conflict of Interest Policy.

**None identified**

**G. Special Terms**

- List any special requests or conditions proposed by the physician.

**None**

Recommended for Approval:

\_\_\_\_\_

Dated: \_\_\_\_\_

Chief Executive Officer  
Doctors' Medical Center – San Pablo

**Attachments:**

**Fair Market Value analysis**

**Fair Market Value Analysis**

**Sharon Drager, M.D.**

**Part-Time Employment Agreement**

**Date completed:** January 16, 2015

**Contract Payment Terms:** \$195,000 annually.

**Comparison Information Source:** MDRanger Compensation Survey

**Findings:**

Compensation as outlined does not exceed Fair Market Value:

	50%	75%	90%	Contract Amount
Medical Direction, Administrative Leadership Services - All Types	\$130/hour	\$150/hour	\$200/hour	\$188/hour

**Rationale for compensation recommendation:**

The CMO role at DMC will be a particularly challenging position to fill with a candidate possessing the necessary skills due to the financial crisis and questionable future of DMC. For this reason, the proposed rate of compensation lands at the high end of the range of comparable compensation.

Dr Drager's deep experience in both clinical practice and formal roles in physician and governing body leadership positions make her a unique and exceptional candidate for this role. In addition, we will fold two other positions, Medical Director of Clinical Resource Management and Medical Staff Performance Improvement Director into this position saving approximately \$48,000.

In a decision to recruit a CMO, one must decide if it is more advantageous to the facility to recruit externally or internally. In this instance, due to the need for permanent leadership, it is preferred to hire an internal candidate with these qualifications. In addition, the current Medical Executive Committee has endorsed the position and Dr. Drager.





DOCTORS  
MEDICAL CENTER

**Board Presentation  
December 2014  
Financial Report**

## Statement of Activity – Summary

For the Period Ending

Preliminary December 31, 2014

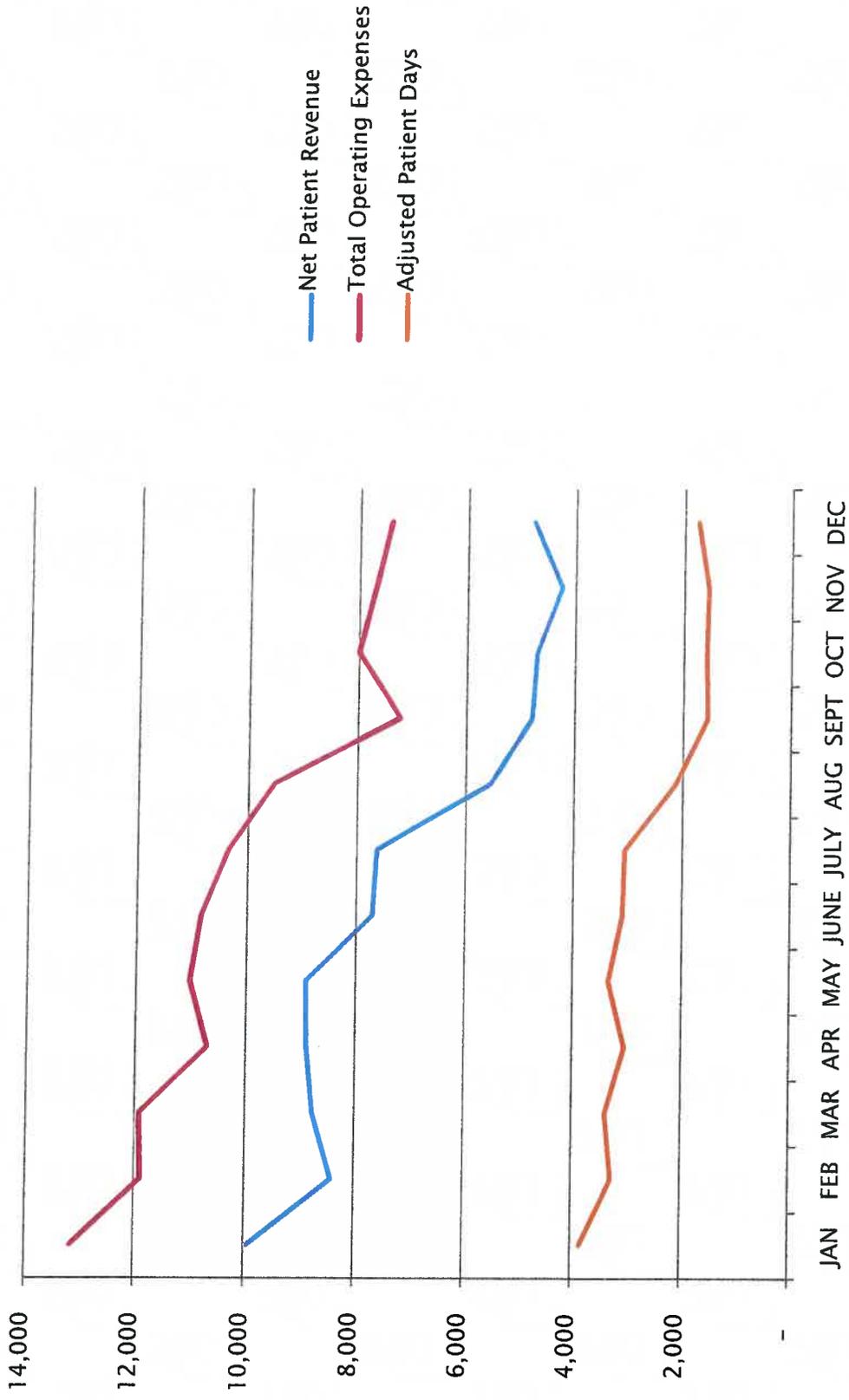
*(Thousands)*

	Month to Date		Var	Actual	Year to Date		Var
	Actual	Budget			Budget	Actual	
	4,780	4,660	120	84,369	86,325	(1,957)	
Net Operating Revenues \$							
	7,404	7,559	155	119,720	123,418	3,698	
Total Operating Expenses \$							
	(2,624)	(2,899)	275	(35,351)	(37,092)	1,741	
Income/(Loss) from Operations \$							
	984	703	281	11,491	8,405	3,086	
Income from Other Sources \$							
	(1,640)	(2,196)	556	(23,861)	(28,688)	4,827	
Net Income / (Loss) \$							

805	930	(125)	17,560	19,526	(1,966)
Patient Days					
162	193	(31)	3,754	4,136	(382)
Discharges					
4,401	5,188	(787)	66,156	67,271	(1,115)
Outpatient Visits					
281	314	33	449	486	37
Worked FTE's					
1.61	1.59	0.02	1.63	1.56	0.07
Medicare CMI					

# Annual Trend Comparison

(Revenue and Expenses in \$1,000)



## Monthly Cash Flow Projection

Jan 2015 to April 2015

	Jan 2015	Feb 2015	Mar 2015	Apr 2015
<b>Beginning Balance</b>	3,484,507	1,170,445	331,637	(1,821,984)
<b>Cash Receipts</b>	9,132,759	5,357,675	3,656,266	8,519,378
<b>Cash Payments</b>	(8,600,468)	(6,196,484)	(5,809,887)	(8,896,898)
<b>Gemino, net</b>	(2,846,353)	-	-	-
<b>Change In Cash</b>	(2,314,062)	(838,809)	(2,153,621)	(377,520)
<b>Ending Balance</b>	<b>1,170,445</b>	<b>331,637</b>	<b>(1,821,984)</b>	<b>(2,199,504)</b>

**WEST CONTRA COST HEALTHCARE DISTRICT  
DOCTORS MEDICAL CENTER  
PRELIMINARY BALANCE SHEET**

**December 31, 2014**  
(Amounts in Thousands)

	<u>Current Month</u>	<u>Dec. 31, 2013</u>		<u>Current Month</u>	<u>Dec. 31, 2013</u>
<b>ASSETS</b>			<b>LIABILITIES</b>		
Cash	6,456	9,609	96 Current Maturities of Debt Borrowings	1,358	1,320
Net Patient Accounts Receivable	9,686	20,457	97 Accounts Payable and Accrued Expenses	11,489	14,092
Other Receivables	-418	508	98 Accrued Payroll and Related Liabilities	18,534	17,504
Inventory	1,548	1,647	99 Deferred District Tax Revenue	2,891	2,891
Current Assets With Limited Use	5,083	4,723	100 Estimated Third Party Payor Settlements	2,060	2,933
Prepaid Expenses and Deposits	792	1,262			
<b>TOTAL CURRENT ASSETS</b>	<b><u>23,147</u></b>	<b><u>38,206</u></b>	101 <b>Total Current Liabilities</b>	<b><u>36,332</u></b>	<b><u>38,740</u></b>
<b>Assets With Limited Use</b>	<b>642</b>	<b>642</b>			
<b>Property Plant &amp; Equipment</b>			<b>Other Liabilities</b>		
Land	12,120	12,120	102 Other Deferred Liabilities	12,935	9,112
Bldg/Leasehold Improvements	29,731	29,433			
Capital Leases	10,926	10,926	<b>Long Term Debt</b>		
Equipment	46,270	45,321	103 Notes Payable - Secured	63,825	60,319
CIP	196	876	104 Capital Leases	536	920
Total Property, Plant & Equipment	99,243	98,676	105 Less Current Portion LTD	-1,358	-1,320
Accumulated Depreciation	-63,426	-58,618	106 <b>Total Long Term Debt</b>	<b><u>63,003</u></b>	<b><u>59,919</u></b>
<b>Net Property, Plant &amp; Equipment</b>	<b><u>35,817</u></b>	<b><u>40,058</u></b>	107 <b>Total Liabilities</b>	<b><u>112,270</u></b>	<b><u>107,771</u></b>
<b>Intangible Assets</b>			<b>EQUITY</b>		
	1,329	1,392	108 Retained Earnings	-27,474	-8,053
			109 Year to Date Profit / (Loss)	-23,861	-19,420
			110 <b>Total Equity</b>	<b><u>-51,335</u></b>	<b><u>-27,473</u></b>
<b>Total Assets</b>	<b><u>60,935</u></b>	<b><u>80,298</u></b>	111 <b>Total Liabilities &amp; Equity</b>	<b><u>60,935</u></b>	<b><u>80,298</u></b>
Current Ratio (CA/CL)	0.64	0.99			
Net Working Capital (CA-CL)	(13,185)	(534)			
Long Term Debt Ratio (LTD/TA)	1.03	0.75			
Long Term Debt to Capital (LTD/(LTD+TE))	5.40	1.85			
Financial Leverage (TA/TE)	-1.2	-2.9			
Quick Ratio	0.44	0.78			
Unrestricted Cash Days	27	25			
Restricted Cash Days	24	14			
Net AVR Days	66.5	72.8			

**WEST CONTRA COSTA HEALTHCARE DISTRICT**  
**DOCTORS MEDICAL CENTER**  
**PRELIMINARY INCOME STATEMENT**  
December 31, 2014  
(Amounts in Thousands)

	CURRENT PERIOD		PRIOR YEAR	
	ACTUAL	BUDGET	VAR	VAR %
4,637	4,575	62	1.4%	9,086
143	85	58	68.2%	547
<u>4,780</u>	<u>4,660</u>	<u>120</u>	<u>2.6%</u>	<u>9,633</u>
2,339	2,428	89	3.7%	4,619
1,927	2,053	126	6.1%	2,879
811	799	(12)	-1.5%	831
723	653	(70)	-10.7%	1,218
607	605	(2)	-0.3%	1,280
226	252	26	10.2%	228
399	424	25	5.8%	409
371	345	(26)	-7.5%	291
<u>7,404</u>	<u>7,559</u>	<u>155</u>	<u>2.0%</u>	<u>11,755</u>
(2,624)	(2,899)	275	9.5%	(2,122)
1,441	1,138	303	0.0%	-
3	11	(8)	-75.0%	1,363
(459)	(446)	(14)	0.0%	5
<u>984</u>	<u>703</u>	<u>281</u>	<u>40.0%</u>	<u>939</u>
<u>(1,640)</u>	<u>(2,196)</u>	<u>556</u>	<u>25.3%</u>	<u>(1,183)</u>
83,141	85,291	(2,151)	-2.5%	110,949
1,228	1,034	194	18.8%	2,739
<u>84,369</u>	<u>86,325</u>	<u>(1,957)</u>	<u>-2.3%</u>	<u>113,688</u>
45,514	47,114	1,600	3.4%	56,321
29,978	31,136	1,159	3.7%	34,729
9,636	10,935	1,299	11.9%	11,799
12,428	12,746	318	2.5%	15,770
10,404	9,472	(933)	-9.8%	11,003
2,894	2,969	76	2.5%	3,140
4,910	5,037	127	2.5%	4,925
3,956	4,008	52	1.3%	4,303
<u>119,720</u>	<u>123,418</u>	<u>3,698</u>	<u>3.0%</u>	<u>141,990</u>
(35,351)	(37,092)	1,741	4.7%	(28,302)
3,000	-	3,000	0.0%	-
14,014	13,655	359	-2.6%	13,717
57	132	(75)	-56.7%	158
(5,581)	(5,383)	(198)	3.7%	(4,993)
<u>11,491</u>	<u>8,405</u>	<u>3,086</u>	<u>36.7%</u>	<u>8,882</u>
<u>(23,861)</u>	<u>(28,686)</u>	<u>4,827</u>	<u>16.8%</u>	<u>(19,420)</u>
Operating Profit / Loss				
NON-OPERATING REVENUES (EXPENSES)				
Other Non-Operating Revenue				
District Tax Revenue				
Investment Income				
Less: Interest Expense				
Total Net Non-Operating				
Income Profit (Loss)				
Profitability Ratios:				
Operating Margin %	-54.9%	-62.2%	7.3%	-22.0%
Profit Margin %	-34.3%	-47.1%	12.8%	-12.3%
	-41.9%	-43.0%	1.1%	-24.9%
	-28.3%	-33.2%	5.0%	-17.1%





# **Presentations on Financing Options**

**Submitted by:**

- 1. Linette Coles-Spaccavento**
  - 2. Venturata- G.Daniel/J.Templeton**
  - 3. San Pablo City Council**
  - 4. Angels–Care D. Campbell**
- Introduces Presenter**

**Linette Coles**

## DOCTORS MEDICAL CENTER – BOARD OF DIRECTORS

I am a concerned citizen who is passionate about saving our Community Hospital. Your hospital saved my mother's life when she needed to have emergency heart surgery. We are 6<sup>th</sup> generation natives. Dr. Fernandez delivered my mother at the Richmond hospital in 1927. I have 25 years' experience in Real Estate Mergers, Land Acquisitions and Development.

I have a funding source that is able to finance in excess of 100 Million dollars, based on the quality of the project, equity and the underwriting requirements of the lender which can provide the opportunity to keep the doors open and build a new facility at the property located adjacent to the University of Berkeley site in Richmond. The University of Berkeley has expressed an interest to partnership with DMC which will be a great benefit to DMC and the community.

### PROPOSAL

DMC should consider selling the existing site to the highest bidder for no less than 50 Million dollars, which was offered in 2010. The Press/Media reflects that DMC is in trouble and may close the doors, this does by no means de-value the land and I hope that everyone understands this. You do have an approximate 50 million dollar plus ASSET to utilize in your negotiations to secure the sustainability.

The current location is highly desirable to the adjacent property owner The Lytton Casino and would be well suited for them to expand for parking and a hotel if desired. The City of San Pablo is still in a very good position to receive revenue with or without the DMC Center. It is my opinion that the Richmond site is the best location for the hospital as there are approximately 60 useable acres for expansion, which would put DMC on track to be one of the greatest state of the art facilities in the area serving the local community. The negotiation for the Richmond site is dependent upon the negotiation of the current site.

An Agreement to sell the current site with an addendum referencing a leaseback to service the existing debt and sustain the current site until the new site is built and re-branded is needed. The new site in Richmond has the opportunity to generate additional revenue with the ability to attract new doctors and patients as it will be highly publicized. Patients from Marin County just across the bridge could travel there to use outpatient services etc., patients from the Interstate 80, 580 and the 880 corridor will now also have options. This is an opportunity for our community to take our Health Care Services to the next level.

I have a team of Professionals with Hospital build to suit and expansion experience that can assist DMC with the entire process if need be.

Without your Health, you have NOTHING! I believe our community deserves more and we have the responsibility to make this happen and keep our Community Hospital.

Respectfully,

*Linette Coles-Spaccavento*

# Venturata



January 15, 2015

Ms. Dawn Gideon  
Doctors Medical Center  
2000 Vale Road  
San Pablo, CA 94806

Dear Ms. Gideon:

Since August 2014 the Venturata Economic Development Corporation has been engaged to help provide sustainable solutions to return the operations to full service, shore up the finances and secure the future of Doctors Hospital. We are firmly committed to work with the administration, the doctors, the West Contra Costa Healthcare District and the community to do all that we can to achieve these goals. The following represents an outline of what our healthcare specialty subsidiary Venturata Healthcare Partners is prepared to do:

- Purchase The Doctors Hospital and the other two (2) buildings on the campus for the full asking price of \$36 Million, which will provide cash to cover the projected 2015 budget deficit
- Lease the Hospital building back to the Healthcare District at a rate of \$1.50 per foot
- Help provide any short-term working capital needs in the future
- Help create a new Cancer specialty unit that will drive new revenue sources
- Help create other sources of revenue that will add value
- Help develop the new state-of-the-art Doctors Hospital located on the land designated by the City of San Pablo. We have already started to assemble \$200 Million in capital, engaged a world-class architectural firm to design the new facility and held discussions with potential builders

As we have stated previously, we are seeking a long-term mutually beneficial relationship with Doctors Hospital that will ensure the continued profitable operation of Hospital, while providing top-notch healthcare to the community. Again, we look forward to our continued working relationship with all of the stakeholders to achieve that which is best for the residents of the City of San Pablo and the surrounding communities.

Kindest regards

*Gregory S. Daniel*

Gregory S. Daniel  
Chairman & CEO  
Venturata Group, Inc.

# **San Pablo City Council**

# Angels -Care

January 16, 2015

Mr. Colin Coffey  
Archer Norris a Professional Law Corporation  
2033 North Main Street, suite 800  
Walnut Creek, CA. 94596

**Letter of Intent and Term Sheet – Re: Lease under California Government Code 32121.4 of Doctors' Medical Center, San Pablo, CA., by Angels-Care.org, a 501 (c) (3) with funding and guarantees provided by United Capital Investments**

Dear Mr. Coffey:

The purpose of this letter (this "Letter") is to set forth certain nonbinding understandings and certain binding agreements between the West Contra Costa County Healthcare District and United Capital Investments and on behalf of Angels-Care.org, a non-profit 501(c) (3) ("Prospective Lessee") and Doctors' Medical Center, San Pablo, CA. ("Prospective Lessor") with respect to the possible lease of certain of Prospective Lessor's assets, including Prospective Lessor's medical office buildings, Hospital and operating equipment as further defined in definitive documents, as hereinafter defined (the "Leased Assets").

**PART ONE – NONBINDING PROVISIONS**

The following paragraphs contained in Part One of this Letter (collectively, the "Nonbinding Provisions"), reflect our mutual understanding of the matters described herein, but each party acknowledges that the Nonbinding Provisions are not intended to create or constitute any legally binding obligation between Prospective Lessee and Prospective Lessor, and neither Prospective Lessee nor Prospective Lessor shall have any liability to the other party with respect to the Nonbinding Provisions until a fully integrated, definitive agreement (the "Definitive Agreement"), and other related documents, are prepared, authorized, executed, and delivered by and between the parties. If the Definitive Agreement is not prepared, authorized, executed or delivered for any reason, no party to this Letter shall have any liability to any other party to this Letter based upon, arising from, or related to the Nonbinding Provisions.

1. **Basic Transaction.** Prospective Lessee will acquire the "Leased Assets" in an asset lease transaction in compliance with California Government Code 32121.4. The parties intend that the closing of the proposed transaction would occur on or before February 28, 2015. (the "Closing"). The term "Leased Assets" refers to all property, equipment and leasehold interests in the Prospective Lessor's hospital property ("Facility). free and clear of all liens and encumbrances, and all assets (other than Excluded Assets defined below), real, personal and mixed, tangible and intangible, owned or leased by Prospective Lessor at closing and used in the operations of the businesses of the Facility (the "Hospital Businesses"), including, without limitation, the following: (a) all owned and leased (to the extent transferable) major, minor and other equipment (including all computer equipment and hardware at the Facility), vehicles, furniture and furnishings; (b) all usable supplies and inventory; (c) prepaid expenses, claims for

refunds and rights to offset in respect thereof; (d) all claims and recorded or unrecorded interests in real property; (e) all current financial, patient, medical staff and personnel records (including equipment records, medical/administrative libraries, medical records, documents, catalogs, books, records, files, operating manuals and current personnel records), to the extent transferable; (f) all interests of Prospective Lessor in all Contracts (defined below) outstanding in respect of the Hospital Businesses to be assumed by Prospective Lessee, to the extent transferable; (g) all licenses and permits, to the extent assignable, held by Prospective Lessor relating to the ownership, development and operation of the Facility (including any pending or approved governmental approvals regarding the Facility); (h) all intellectual properties and all computer software, programs and similar systems owned by or licensed to the Prospective Lessor or used in the conduct of the business of the Facility; (i) all property, real, personal and mixed, tangible and intangible, arising or acquired in the ordinary course of Prospective Lessor's businesses in respect of the Facility between the effective date hereof and the closing date; (j) all investments, and all proceeds from the sale of any asset; (k) all insurance proceeds arising in connection with damage to the Assets occurring prior to the closing date; (l) all accounts receivable; (m) all items included under the caption "Other Assets" in the latest audited balance sheet; (n) any claims of Prospective Lessor against third parties relating to the Leased Assets, whether known or unknown, contingent or otherwise; (o) all workmen's compensation and other insurance policies maintained by Prospective Lessor as of the closing date, including any prepaid premiums under such policies, to the extent transferable; and (p) all other property of every kind, character or description, tangible and intangible, known or unknown, owned or leased by the Prospective Lessor and used or held for use in the Hospital Businesses or the Facility, whether or not reflected on financial statements of Prospective Lessor and wherever located and whether or not similar to the things specifically set forth above, to the extent transferable.

## 2. Proposed Consideration

- (a) Proposed Purchase Price for Lease. The proposed purchase price (the "Purchase Price") in consideration of the Leasehold estate is One Dollar \$1, in cash and the commitment to expend Thirty Million Dollars, \$30,000,000 toward the operation of the Hospital as a "going concern" upon approval by the "California Department of Health Services" of transfer of the Hospital's operating license to Prospective Lessee:
- i) The \$30,000,000 will be secured by ownership of the assets subject to the Lease and guaranteed for repayment by Lessee and is net of the amount required to allow the Prospective Lessor to exit from all financial liabilities, including the cost of the transaction, per an agreed upon prudent budget;
  - ii) The Prospective Lessor will take all steps necessary, in conjunction with Lessee, to apply for and secure the loan as the original owner of the Leased Assets. Prospective Lessee, will guarantee that, upon expiration of the Leasehold estate, either upon the expiration of the term, or earlier in accord with the Lease Agreement, if the Leased Assets are not sufficient to satisfy the outstanding \$30,000,000 Loan, Lessee will satisfy the outstanding balance on the loan and hold the District harmless from any

liability therefore. At that time, all available Lessor assets as well as the Leased Assets, will be used to satisfy the outstanding balance on the loan prior to any deficiency being charged to Lessee.

iii) In an effort to maintain and grow the Medical Center's business, the District agrees to contribute all tax revenues earned or accrued during the period of the Lease to the operation of the hospital under management by Lessee.

(b) Lessee's Operating Commitment. It is the intention of Lessee to operate the Hospital as a "going concern" and as a competitive full service acute care facility, for the benefit of the community served by the District and to raise additional funding to rebuild the facility at another site with a new "state of the art" facility. It is expected that construction could begin within the next two years.

(c) Escrow for Undisclosed Liabilities: Prospective Lessor will deliver an agreed upon amount to a mutually acceptable escrow agent to hold until the 6<sup>th</sup> month anniversary of the Closing date, as security for (i) undisclosed liabilities, including, without limitation, governmental and third party payer liabilities; and (ii) breaches of representations, warranties and covenants.

3. Assumed Liabilities. Prospective Lessee would only assumes those liabilities that have been fully disclosed by Prospective Lessor and assumed by Prospective Lessee in writing. Prospective Lessee does not assume any other liability. Prospective Lessee assumes all operating agreements, leases, and contracts relating to the Facility provided that such operating agreements, leases and contracts are disclosed to Prospective Lessee and approved by Prospective Lessee in writing (the "Contracts"). Prospective Lessee does not assume:

- (a) Any other liability, including, without limitation, any liability relating to claims arising from errors of omission or commission based on events or acts occurring prior to the closing date;
- (b) Liabilities under, relating to or arising from any governmental program, including, without limitation, the Medicare and Medicaid programs relating to periods prior to the closing, including recapture liabilities shall be funded into escrow by Lessor at an agreed upon amount;
- (c) Liabilities under Hill Burton programs;
- (d) The long-term debt of Prospective Lessor (including the current portion thereof) and the secured and unpaid interest thereon;

- (e) Amounts due to restricted charitable funds, if any;
- (r) Income or other taxes owed to federal, state or local governments;
- (t) Recapture taxes;
- (h) Penalties, interest or charges imposed by third parties as a condition to obtaining their consent to transfer the Leased Assets or which result from Prospective Lessee's acquisition of Leased Assets or any debt not specifically assumed pursuant to this paragraph 2 or paragraph 1(b);
- (i) Workers compensation liabilities;
- (j) Environmental liabilities;
- (k) Liabilities for or resulting from prior acts related to employee health or welfare benefits, pension or profit sharing plans; and
- (l) Any malpractice liabilities resulting from actions or events occurring prior to closing.

4. Due Diligence. Prior to executing the Definitive Agreement for the lease of the Leased Assets contemplated by this Letter, Prospective Lessee needs to perform and be satisfied with (in its sole discretion) appropriate due diligence on the Facility. Prospective Lessor will provide Prospective Lessee and its attorneys, accountants and other representatives and advisors full access to the books and records of Prospective Lessor's as is reasonably requested by Prospective Lessee to perform such due diligence.

5. Proposed Form of Agreement: Prospective Lessee and Prospective Lessor intend to begin negotiating to reach a Definitive Agreement, containing comprehensive representations, warranties, indemnities, conditions and agreements, subject to the approval of (i) each party's board of directors; and (ii) any applicable governmental or regulatory approvals. The parties do not intend to be bound to the Nonbinding Provisions or any provisions covering the same subject matter until the execution of the Definitive Agreement, which, if successfully negotiated, would include the following key contractual terms:

- (a) Board of Directors Approval. Prior approval by the boards of directors of Prospective Lessees and Prospective Lessors of the transactions contemplated by the Definitive Agreement.
- (b) No Encumbrances. All Leased Assets, at the closing date, shall be free and clear of all liens and encumbrances, other than liens and encumbrances acceptable by Prospective Lessee in writing.
- (c) Indemnification. Prospective Lessor will provide indemnification acceptable to Prospective Lessee against any liabilities not specifically included and assumed by

Prospective Lessee, including any liabilities that may have been unknown to Prospective Lessor as of the Closing date. Prospective Lessee will provide indemnification against any liabilities specifically assumed by Prospective Lessee and with respect to Prospective Lessee's operation of the Facility after the closing.

- (d) Warranties, Representations and Covenants. Prospective Lessor shall have provided those warranties, representations, and covenants which are normally made by leasing parties in agreements of this nature, including, without limitation, warranties as to title, financial statements of Prospective Lessor, warranties with respect to liabilities, compliance with federal, state and local governmental statutes, regulations, ordinances, zoning, licensure requirements, current JCAHO accreditation, environmental compliance, collectibility of receivables, "WARN" Act compliance and covenants to operate the Facility in the ordinary course of business until closing.
- (e) Governmental Approvals. Prospective Lessee and Prospective Lessor shall use their best efforts to obtain necessary governmental and regulatory approvals required for the consummation of the transactions, and all licenses, permits or other federal, state or local governmental approvals required for the operation of the Facility. Further, Prospective Lessee shall have received approvals, consents or commitments from the state or federal government, or other fiscal intermediaries for Prospective Lessor for the participation of Prospective Lessee in third party payor programs and reasonable assurances from such intermediaries that there shall be no interruption in the payments to Prospective Lessee with respect to such programs as a result of the transaction. Prospective Lessee and Prospective Lessor shall each file the notification and report form pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, provided that Prospective Lessor shall, if required, be responsible for the filing fees.
- (g) Corrected Deficiencies. Prospective Buyer Lessee shall have the right to confirm that no uncorrected material deficiencies exist with respect to the Purchased Assets and net working capital for the operation of the Facility pursuant to one or more governmental or accrediting agencies
- (h) Hiring Employees. Prospective Lessee may employ, in its sole discretion, any or all employees of Prospective Lessor directly associated with the Facility (the "Hired Employees") as of the closing date.
- (i) Medical Staff. At the Prospective Lessee's discretion, physicians will be included as part of the hospital committee structure and the local hospital board.

Environmental. Prospective Lessor shall provide Prospective Lessee copies of any environmental reports in Prospective Lessor's possession relating to the Facility.

Prospective Lessee shall have the right to conduct such other environmental testing with respect to the Facility upon reasonable notice to Prospective Lessor.

- (j) Operation of ER Services. Prospective Lessee may continue to operate the Facility's emergency room services for a period of at least two years following the Closing date, and will provide an appropriate medical screening examination and/or stabilizing treatment in accordance with federal and state laws (e.g, EMTALA) to all persons presenting to the Facility without regard to an individual's insurance coverage or ability to pay.
- (k) Nondiscrimination in Provision of Services. Prospective Lessee will provide healthcare services to Facility's patient base and community in a non-discriminatory manner, including, without limitation, to patients insured by the Medicare and/or Medi-Cal programs.
- (l) Escrow. Prospective Lessor shall establish an escrow of at least Five Hundred Thousand Dollars, (\$500,000) to secure Prospective Lessee against undisclosed or excluded liabilities, misrepresentations, and breaches of warranties, covenants and agreements by Prospective Lessor. The parties will enter into an escrow agreement on mutually agreeable terms and conditions.
- (m) Contracts. Prospective Lessee may assume, in its sole discretion, any or all contracts associated with the Facility as of the closing date.

6. Conditions to Proposed Transaction. The parties do not intend to be bound to the Nonbinding Provisions or any provisions covering the same subject matter until the execution of the Definitive Agreement, which, if successfully negotiated, would provide that the proposed transaction would be subject to customary terms and conditions, including the following:

- (a) Receipt of all necessary consents and approvals of courts, governmental bodies and agencies (including, without limitation, the State Attorney General; federal and state healthcare reimbursement programs and other third party payers; and licensing, certification and/or accrediting agencies), lenders, lessors, and other third parties, including compliance by the parties with the HSR Act, if necessary;
- (b) In the case of Prospective Lessor, the absence of any adverse change in the company's business, financial condition, assets or operations since.
- (c) The absence of pending or threatened litigation or governmental enforcement action regarding the Definitive Agreement of the transactions to be contemplated thereby;
- (d) Delivery of customary legal opinions, closing certificates, and other documentation;

- (e) Representations and warranties of the parties being true at the Closing date;
  - (f) Performance of all pre-closing covenants by the parties;
  - (g) The transaction not being prohibited by law.
7. The Closing. The Closing would take place in Walnut Creek, California at the offices of the Prospective Lessor's legal counsel Archer Norris, PLC, 2033 North Main Street, Suite 800, Walnut Creek, California 94596. The Closing date will be fixed by the parties in the Definitive Agreement.

#### PART TWO – BINDING PROVISIONS

Upon execution by Prospective Lessor of this Letter, or a counterpart thereof, the following lettered paragraphs of Part Two of this Letter (collectively, the "Binding Provisions") will constitute legally binding and enforceable agreement of the parties (in recognition of the significant costs to be borne by the parties in pursuing this proposed transaction and in consideration of their mutual undertakings as to the matters described herein).

- A. Ordinary Course of Business. Prospective Lessor agrees to operate the Facility in a manner consistent with Prospective Lessor's normal course of business practices until this Letter expires or is terminated in accordance with the termination provisions below. Prospective Lessor will maintain and not deplete the Leased Assets (including the continuation of capital investment programs) and will use its best efforts to maintain the goodwill of the medical staff and communities that utilize the Facility. From the date of execution until the closing, Prospective Lessor shall maintain its financial books and records in accordance with generally accepted accounting principles, consistently applied.

Expenses. Each of Prospective Lessee and Prospective Lessor shall bear its own expenses in connection with the implementation of this Letter or as otherwise agreed to in the Definitive Agreement. However, Prospective Lessor will reimburse Prospective Lessee for expenses associated with this proposed transaction:

- i) In the event Prospective Lessee and Prospective Lessor are unable to enter into Definitive Agreement or close the transaction due to environmental, nonprofit/tax/charitable trust related, fraud and abuse related or reimbursement issues,
- C. Automatic Termination. Prospective Lessor shall execute and deliver this Letter on or before 5:00 p.m. Pacific time on January 22, 2015 unless mutually extended in writing by

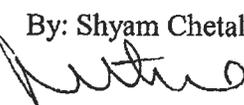
Prospective Lessor and Prospective Lessee. In the event Prospective Lessor shall not execute and deliver this Letter on or before 5:00 p.m. Pacific time on January 22, 2015, this Letter shall expire by its own terms on January 22, 2015, at 5:01 p.m.

- D. Termination Without Cause. Either party may terminate discussions at any time for any reason without liability to the other party except as set forth in Part Two, Paragraph C, above, upon written notice to the other party.
- E. Nonbinding Provisions Not Enforceable. The Nonbinding Provisions do not create or constitute any legally binding obligations between Prospective Lessee and Prospective Lessor, and neither party shall have any liability to the other party with respect to the Nonbinding Provisions until a Definitive Agreement, if one is successfully negotiated, is executed and delivered by and between the parties. If the Definitive Agreement is not prepared, authorized, executed or delivered for any reason, no party to this Letter shall have any liability to any other party to this Letter based upon, arising from or relating to the Nonbinding Provisions. Each party acknowledges that it will not take action or refrain from taking action in reliance on the Nonbinding Provisions or the negotiation thereof, and that any such reliance would be at its own risk. No subsequent oral agreement or consent of the parties (including partial performance) shall be deemed to impose any such obligation or liability.
- F. Access. Prospective Lessor shall cause its personnel to provide Prospective Lessee complete access to Prospective Lessors' facilities, books and records, and shall cause the officers, directors, employees, accountants, and other agents, servants and representatives (collectively, "Representatives") to cooperate fully with Prospective Lessee and Prospective Lessee's Representatives in connection with Prospective Lessee's due diligence investigation of Prospective Lessor and its assets, contracts, liabilities, operations, records and other aspects of its business. Prospective Lessee shall be under no obligation to continue with its due diligence investigation or negotiation regarding the Definitive Agreement, if, at any time, the results of its due diligence investigation are not satisfactory to Prospective Lessee for any reason in its sole discretion.
- G. Consents. Prospective Lessee and Prospective Lessor shall cooperate with each other and proceed, as promptly as is reasonably practicable, to prepare and file the notification required by (i) the HSR Act; (ii) other regulatory or court approvals. and to seek to obtain all necessary consents and approvals from lenders, landlords and other third parties, and to endeavor to comply with all other legal or contractual requirements for or preconditions to the execution and consummation of a Definitive Agreement.
- H. Authority. Each of Prospective Lessor and Prospective Lessee represent and warrant that it has full power and authority to execute, deliver and perform this Letter.
- I. Venue, Governing Law. Any dispute, claim or controversy arising under or relating to this Letter (including any alleged breach of the Binding Provisions of this Letter), that is not resolved in the normal course of dealing between the parties shall be venued in Alameda County, California. This Letter shall be construed in accordance with the laws of the State of California, without regard to any conflict of law principles.

**J. Limitation of Liability. Under no circumstances shall Prospective Buyer be liable to Prospective Seller or any other party for indirect, consequential, punitive, statutory, or incidental damages, under any theory of liability.**

Sincerely,

By: Shyam Chetal



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President, Angels-Care.org

**Accepted this 22nd, day of January, 2015:**

By:

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Title: Board Member  
West Contra Costa Healthcare District

By: Jim Boatman

---

Title: Chief Financial Officer

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 23 2009**

ANGELS CARE INC  
C/O SUGU D ARIA  
4100 MOORPARK AVE STE 100  
SAN JOSE, CA 95117

Employer Identification Number:  
94-3434676  
DLN:  
17053195345049  
Contact Person:  
JACOB A MCDONALD ID# 31649  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Effective Date of Exemption:  
July 9, 2008  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Based on the information you submitted with your application, we have determined you are likely to qualify as a private operating foundation described in section 4942(j)(3) of the Code. Accordingly, you are treated as a private operating foundation for your first year. After that, you will be treated as a private operating foundation as long as you continue to meet the requirements of section 4942(j)(3). You are required to file Form 990-PF annually.

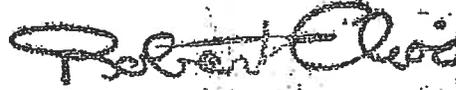
Please see enclosed Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, for some helpful information about your responsibilities as an exempt organization.

Letter 1075 (DO/CG)

ANGELS CARE INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Publication 4221-PF



STATE OF CALIFORNIA  
 FRANCHISE TAX BOARD  
 PO BOX 1286  
 RANCHO CORDOVA CA 95741-1286

In reply refer to  
 755:G 1JCA

October 5, 2009

ANGELS CARE INC  
 45319 WHITETAIL CT  
 FREMONT CA 94539-6038

Purpose : CHARITABLE 5  
 Code Section : 23701d  
 Form of Organization : Corporation  
 Accounting Period Ending: June 30  
 Organization Number : 3124762

EXEMPT DETERMINATION LETTER

We determined you are exempt from California franchise or income tax under the California Revenue and Taxation Code section shown above.

The tax-exempt status is effective as of 07/09/2008.

To retain exempt status, organizations are required to be organized and operating for nonprofit purposes within the provisions of the above section. An inactive organization is not entitled to exemption.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect of your exempt status. Any change of name or address must also be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012(a)(2).

October 5, 2009  
ANGELS CARE, INC.  
ENTITY ID : 3124762  
Page 2

For the organization's filing requirements, read enclosed Pub. 1068, Exempt Organizations - Requirements for Filing Returns and Paying Filing Fees. You may download the publication at [www.ftb.ca.gov](http://www.ftb.ca.gov).

Note: This exemption is for state franchise or income tax purposes only. For information regarding sales tax exemption, contact the Board of Equalization at (800) 400-7115 or website [www.boe.ca.gov](http://www.boe.ca.gov).

A copy of this letter has been sent to the Registry of Charitable Trusts.

J AMAYA  
EXEMPT ORGANIZATIONS  
BUSINESS ENTITIES SECTION  
TELEPHONE (916) 845-6644  
FAX NUMBER (916) 843-2071

EO :  
CC :SUGU ARIA

COPY



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
PO BOX 1286  
RANCHO CORDOVA CA 95741-1286

In reply refer to  
755:JCA

October 5, 2009

SUGU ARIA  
STE 100  
4100 MOORPARK AVE  
SAN JOSE CA 95117

ENTITY ID : 3124762

Please see the enclosed copy of the letter mailed to:  
ANGELS CARE, INC.

J AMAYA  
EXEMPT ORGANIZATIONS  
BUSINESS ENTITIES SECTION  
TELEPHONE (916) 845-6644  
FAX NUMBER (916) 843-2071

ENCLOSURE(S)

To

MR Colin Coffey  
Archer Norris Professional  
Law Corporation

Via Fax 925-930-6620

& Email, ccoffey@archernorris.com



# PLANNING FOR THE FUTURE

Doctors Medical Center

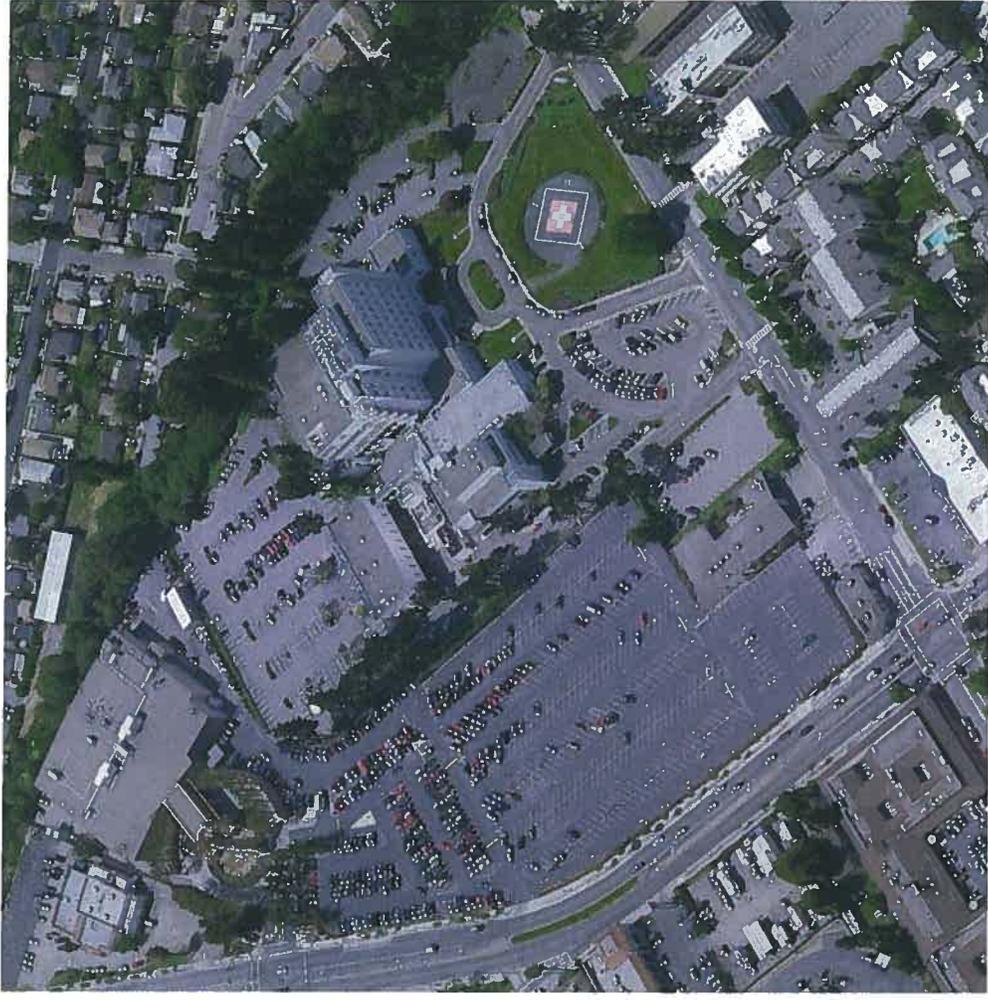
JANUARY 21 2015



HARLEY ELLIS DEVEREAUX

# AGENDA

- BACKGROUND and WORK UNDERWAY
- MOVING FORWARD



## BACKGROUND

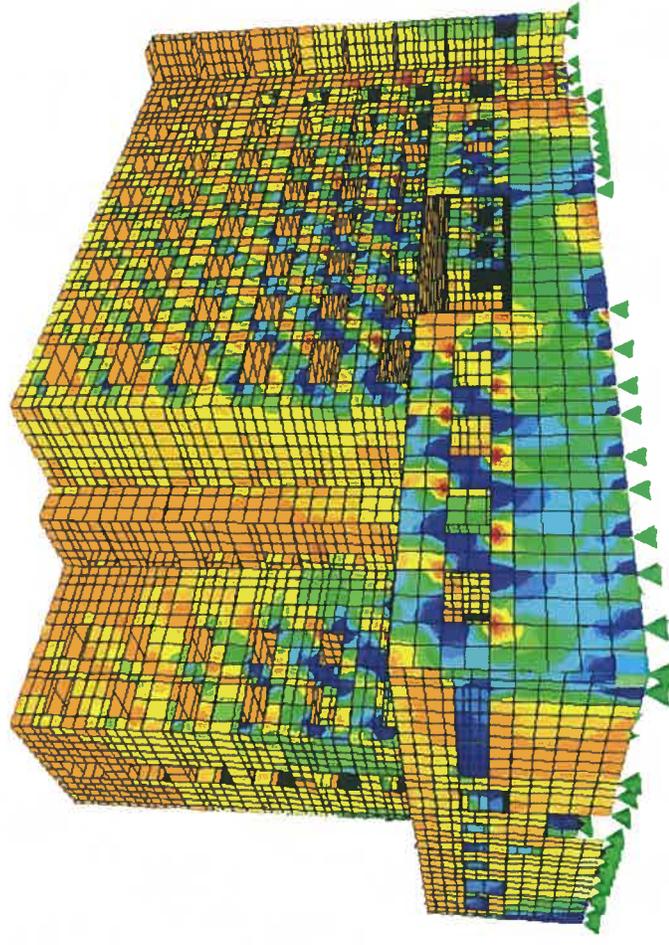
### PRELIMINARY WORK UNDERWAY

#### STATUS OF SB 90 COMPLIANCE

- 12/31/14 - Submit Documents to OSHPD - Complete

#### NEXT STEPS

- 6/1/15 - OSHPD to Issue Construction Permit
  - Structural Upgrade – Materials Testing
- 1/1/16 - Facility to Start Materials Testing Construction





**OPTION “A” SEISMIC RETROFIT**

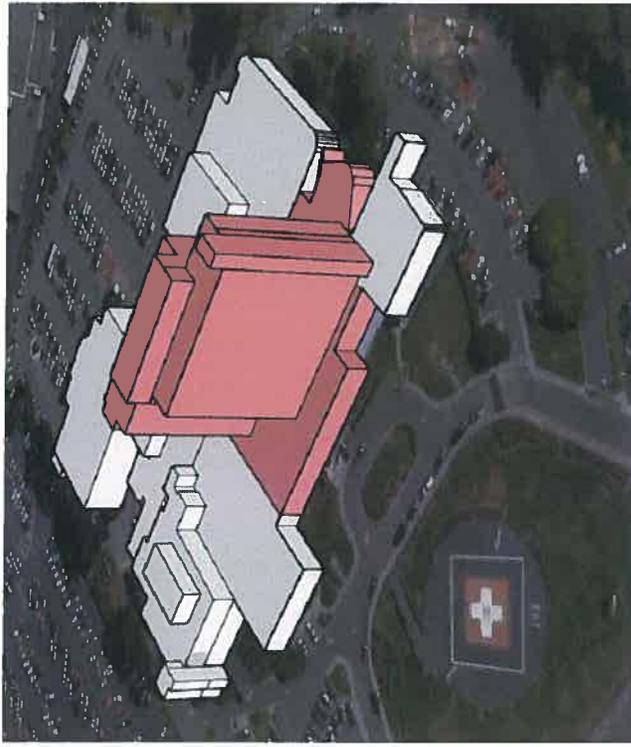
- Meets the 2020 deadline for seismic upgrade
- Extends life of facility up to 2030

Start: 2016

Cost: approximately \$ 50 - 70,000,000

**Required Capital**

2015	-	\$ 0
2016	-	\$ 8m - \$11m
2017	-	\$ 2m - \$ 3m
2018	-	\$30m - \$42m
2019	-	\$10m - \$14m



SPC-2: improvements to Building 1  
NPC-3: improvements to ALL buildings

# MOVING FORWARD

## OPTION "B" – NEW HOSPITAL

- Meets the 2020 and 2030 deadlines for seismic upgrade
- Extends life of facility beyond 2030

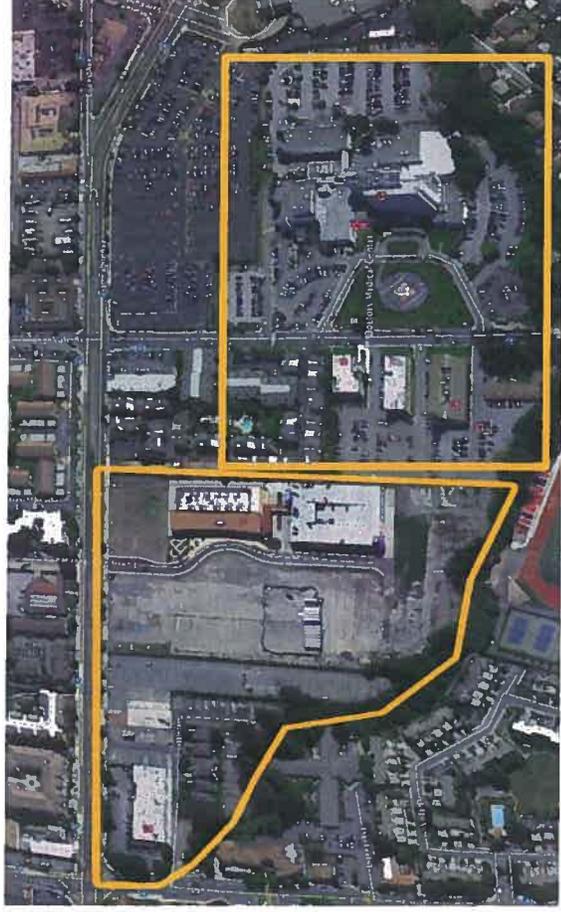
Start: Immediately

Cost: approximately \$ 220 - 250,000,000

### Required Capital

2015 -	\$ 1m -	\$ 2m
2016 -	\$ 3m -	\$ 5m
2017 -	\$ 56m -	\$ 63m
2018 -	\$ 104m -	\$ 117m
2019 -	\$ 56m -	\$ 63m

JANUARY 21 2015



### Hospital Bldg:

- 80-90 Beds – all private
- Emergency
- Surgery – 4 ORs
- Dietary

### Medical Office Bldg:

- Clinics
- Lab & Pharmacy
- Oncology
- Offices

DOCTORS MEDICAL CENTER

# MOVING FORWARD

## SCHEDULE

### OPTION "A" – SEISMIC RETROFIT

- Start Materials Testing Program 1 Jan 2016
- Start Seismic Retrofit Construction Documents 1 Sep 2016
- Submit to OSHPD
  - OSHPD Permit Deadline 1 Jan 2017
- Construction Complete 1 Sep 2019
- Compliance Verification from OSHPD 31 Dec 2019
- Replacement Facility Required 31 Dec 2029

### OPTION "B" – NEW HOSPITAL

- Start Programming/Planning 1 Mar 2015
- Start Construction Documents 1 Sep 2015
- Submit to OSHPD - 1<sup>st</sup> Increment 1 Jan 2016
  - OSHPD Permit - 1<sup>st</sup> Increment 1 Jan 2017
- Start Phased Construction 1 Mar 2017
- Construction Complete 1 Sep 2019
- Compliance Verification from OSHPD 31 Dec 2019



# MEDICAL EXECUTIVE COMMITTEE REPORT TO THE BOARD

**MEC DATE:** January 12, 2015

**BOARD DATE:** January 21, 2015

TOPIC	Comment (S)
<p>Kathy White, Interim COO provided the following report:</p> <ul style="list-style-type: none"> <li>● Update on the 5x8 Plan</li> <li>● Completed move of SDS to former FICU space</li> <li>● Upcoming meeting with Touro University regarding possible residency program</li> <li>● Implementation of the new NUHW contract is on hold</li> </ul>	<p>No action required by the Board</p>
<p>Dr. Brazell Cater, Chief of Staff:</p> <ul style="list-style-type: none"> <li>● Welcome to MEC for 2015</li> <li>● Upcoming survey to physicians to determine intent regarding DMC for purposes of strategic planning</li> <li>● Physician Recruitment Plan</li> </ul>	<p>No action required by the Board</p>
<p>Policy, Procedures, Forms:</p> <ul style="list-style-type: none"> <li>● None at this time</li> </ul>	<p>No action required by the Board</p>
<p>Credentials Committee</p> <ul style="list-style-type: none"> <li>● Credentials Report: <ul style="list-style-type: none"> <li>➤ November 2014</li> <li>➤ December 2014</li> </ul> </li> </ul>	<p>Approval</p>

**MEDICAL STAFF COMMITTEE RECOMMENDATIONS**

	DATE
CREDENTIALS COMMITTEE	November 20, 2014
MEDICAL EXECUTIVE COMMITTEE	December 8, 2014
BOARD OF DIRECTORS APPROVAL	January 21, 2015

**DOCTORS MEDICAL CENTER  
CREDENTIALS REPORT  
NOVEMBER 2014**

**INITIAL APPOINTMENTS**

The following practitioners have applied for membership and/or clinical privileges at DOCTORS MEDICAL CENTER. This summary includes factors that determine status of membership, licensure, professional liability insurance, required certifications (if applicable), etc. Factors that determine current competence include medical/professional education, training (internship/residencies/fellowship) and experience, board certification (if applicable), current and previous hospital and other institutional affiliations, physical and mental health status, peer references, and past or pending professional disciplinary action.

NAME	DEPARTMENT/SPECIALTY	CATEGORY	APPOINTMENT TERM	RECOMMENDATION
Burchett, Lawrence, MD	Medicine & Family Practice/Emergency Med.	Provisional	12/17/14 – 12/16/16	Approval

**COMPLETION OF PROCTORING REQUIREMENTS**

In accordance with Medical Staff Bylaws and Medical Staff Proctoring Policies, the members listed below have satisfactorily completed proctoring requirements as reported below:

NAME	DEPARTMENT/SPECIALTY	STATUS OF PROCTORING REQUIREMENTS
Weiland, David, MD	Med./F-family Practice/Cardiology	Case on IVC Filter. Proctor approved and complete.

**REAPPOINTMENTS**

The following practitioners have applied for reappointment to the Medical Staff. This summary includes factors that determine membership; licensure, DEA, professional liability insurance, required certifications (if applicable), etc. Qualitative/quantitative factor, developed through on-going professional performance evaluation, include peer review, quality performance, clinical activity, privileges, competence, technical skills, behavior, health, medical records, blood review, medication usage, litigation history, utilization and continuity of care. **Membership requirements are met, unless specified below.**

NAME	DEPARTMENT/SPECIALTY	CATEGORY	REAPPOINTMENT TERM	RECOMMENDATION
Johnson, Malcolm, MD	Medicine & Family Practice/Emergency Med	Active	12/22/14 – 11/30/16	Approval
Leung, Megan Ly, MD	Medicine & Family Practice/Emergency Med	Active	12/22/14 – 11/30/16	Approval
Grimes, Michael D., MD	Surgery/Podiatry	Active	12/23/14 – 11/30/16	Approval

**DOCTORS MEDICAL CENTER  
CREDENTIALS REPORT  
NOVEMBER 2014**

**VOLUNTARY RESIGNATIONS**

<b>NAME</b>	<b>DEPARTMENT/SPECIALTY</b>	<b>EFFECTIVE DATE</b>
Candell, Peter, MD	Medicine & Family Practice/Family Practice	December 17, 2014
Long, Corey, MD	Medicine & Family Practice/Emergency Med	December 17, 2014
Woon, West, MD	Surgery/Anesthesiology	December 17, 2014

**MEDICAL STAFF COMMITTEE RECOMMENDATIONS**

COMMITTEE	DATE
CREDENTIALS COMMITTEE	December 29, 2014
MEDICAL EXECUTIVE COMMITTEE	January 12, 2015
BOARD OF DIRECTORS APPROVAL	January 21, 2015

**DOCTORS MEDICAL CENTER  
CREDENTIALS REPORT  
DECEMBER 2014**

**INITIAL APPOINTMENTS**

The following practitioners have applied for membership and/or clinical privileges at DOCTORS MEDICAL CENTER. This summary includes factors that determine status of membership, licensure, professional liability insurance, required certifications (if applicable), etc. Factors that determine current competence include medical/professional education, training (internship/residencies/fellowship) and experience, board certification (if applicable), current and previous hospital and other institutional affiliations, physical and mental health status, peer references, and past or pending professional disciplinary action.

NAME	DEPARTMENT/SPECIALTY	CATEGORY	APPOINTMENT TERM	RECOMMENDATION
Borst, Richard, MD	Medicine & Family Practice/Radiology	Provisional	01/28/15 – 01/27/17	Approval

**REAPPOINTMENTS**

The following practitioners have applied for reappointment to the Medical Staff. This summary includes factors that determine membership; licensure, DEA, professional liability insurance, required certifications (if applicable), etc. Qualitative/quantitative factor, developed through on-going professional performance evaluation, include peer review, quality performance, clinical activity, privileges, competence, technical skills, behavior, health, medical records, blood review, medication usage, litigation history, utilization and continuity of care. **Membership requirements are met, unless specified below.**

NAME	DEPARTMENT/SPECIALTY	CATEGORY	REAPPOINTMENT TERM	RECOMMENDATION
Chu, George D. MD	Medicine & Family Practice/Radiology	Courtesy	01/31/15 – 12/31/16	Approval
Chyu, Phillip Y. MD	Medicine & Family Practice/Radiology	Courtesy	01/31/15 – 12/31/16	Approval
Drasin, Edward. MD	Medicine & Family Practice/Radiology	Active	01/31/15 – 12/31/16	Approval
Evans III, Hayden O. MD	Medicine & Family Practice/Radiology	Active	01/31/15 – 12/31/16	Approval
Fiske, Charles E. MD	Medicine & Family Practice/Radiology	Courtesy	01/31/15 – 12/31/16	Approval
Gambhir, Sangeeta. MD	Medicine & Family Practice/Radiology	Courtesy	01/31/15 – 12/31/16	Approval
Hammerschiag, Steven B. MD	Medicine & Family Practice/Radiology	Courtesy	01/31/15 – 12/31/16	Approval
Kahn, Stephen. MD	Medicine & Family Practice/Radiology	Courtesy	01/31/15 – 12/31/16	Approval

**DOCTORS MEDICAL CENTER  
CREDENTIALS REPORT  
DECEMBER 2014**

Lobato, Yuriria S.MD	Medicine & Family Practice/Radiology	Courtesy	01/31/15 – 12/31/16	Approval
Pappas, Peter, MD	Surgery/Orthopedic Surgery	Courtesy	8/25/2014 – 05/31/2016	Approval
<b>VOLUNTARY RESIGNATIONS</b>				
<b>NAME</b>	<b>DEPARTMENT/SPECIALTY</b>	<b>EFFECTIVE DATE</b>		
Agee, Robert, MD	Surgery/Urology	1/1/2013		