

# MARIN HEALTHCARE DISTRICT

100-B Drake's Landing Road, Suite 250, Greenbrae, CA 94904  
[www.marinhealthcare.org](http://www.marinhealthcare.org)

Telephone: 415-464-2090  
[info@marinhealthcare.org](mailto:info@marinhealthcare.org)

Fax: 415-464-2094

**TUESDAY, MAY 9, 2017**

**6:30 PM: CLOSED SESSION**  
**7:00 PM: REGULAR OPEN MEETING**

## **Board of Directors:**

**Chair:** Ann Sparkman, JD  
**Vice Chair:** Harris Simmonds, MD  
**Secretary:** Jennifer Hershon, RN, MSN  
**Directors:** Larry Bedard, MD  
Jennifer Rienks, PhD

## **Location:**

Marin General Hospital  
Conference Center  
250 Bon Air Road  
Greenbrae, CA 94904

## **Staff:**

Lee Domanico, CEO  
Colin Coffey, District Counsel  
Louis Weiner, Executive Assistant

---

## AGENDA

Tab #

### **6:30 PM: CLOSED SESSION**

- |  |          |
|--|----------|
| 1. Call to Order and Roll Call   | Sparkman |
| 2. General Public Comment<br><i>Any member of the audience may make statements regarding any items on the agenda. Statements are limited to a maximum of three (3) minutes. Please state and spell your name if you wish it to be recorded in the minutes.</i> | Sparkman |
| 3. Closed Session  |          |
| a. Approval of minutes of previous Closed Session (action)   | Sparkman |
| b. Discussion involving trade secrets pursuant to Health & Safety Code Section 32106 concerning new programs, services or facilities   | Domanico |
| 4. Adjournment of Closed Session   | Sparkman |

### **7:00 PM: REGULAR MEETING**

- |  |          |
|--|----------|
| 1. Call to Order and Roll Call   | Sparkman |
| 2. General Public Comment<br><i>Any member of the audience may make statements regarding any items NOT on the agenda. Statements are limited to a maximum of three (3) minutes. Please state and spell your name if you wish it to be recorded in the minutes.</i> | Sparkman |
| 3. Approval of Agenda (action)   | Sparkman |

A copy of the agenda for the Regular Meeting will be posted and distributed at least 72 hours prior to the meeting. In compliance with the Americans with Disabilities Act, if you require accommodations to participate in a District meeting please contact the District office at 415-464-2090 (voice) or 415-464-2094 (fax) at least 48 hours prior to the meeting. Meetings open to the public are audio-recorded; the recordings are posted on the District web site and retained for 1 month.

# MARIN HEALTHCARE DISTRICT

100-B Drake's Landing Road, Suite 250, Greenbrae, CA 94904  
[www.marinhealthcare.org](http://www.marinhealthcare.org)

Telephone: 415-464-2090  
[info@marinhealthcare.org](mailto:info@marinhealthcare.org)

Fax: 415-464-2094

**TUESDAY, MAY 9, 2017**

**6:30 PM: CLOSED SESSION**  
**7:00 PM: REGULAR OPEN MEETING**

- |   |          |    |
|---|----------|----|
| 4. Approval of Minutes of Special Open Meeting/Board Study Session of March 14, 2017 (action)   | Sparkman | #1 |
| 5. Approval of Minutes of Regular Meeting of March 14, 2017 (action)<br>(The Regular Meeting scheduled for April 11, 2017 was cancelled.) | Sparkman | #2 |
| 6. Committee Meeting Reports  |          |    |
| a. MHD Finance & Audit Committee  | Bedard   |    |
| (1) Review and Approve Outpatient Diagnostic Services Agreement<br>"Under Arrangements" for Breast Health Center (action)                 |          | #3 |
| b. MHD Lease & Building Committee   | Rienks   |    |
| c. Citizens' Bond Oversight Committee   | Sparkman |    |
| (1) Review and Approve Nomination of George Feiss for Committee<br>Membership (action)  |          | #4 |
| (2) Review and Approve Nomination of Charles Reite for Committee<br>Membership (action)   |          | #5 |
| 7. Reports  |          |    |
| a. District CEO's Report  | Domanico |    |
| (1) Task Force Membership   |          |    |
| b. Hospital CEO's Report  | Domanico |    |
| c. Chair's Report   | Sparkman |    |
| d. Board Members' Reports   | All      |    |
| 8. Agenda Item Suggestions for Future Meetings  | All      |    |
| 9. Adjournment of Regular Meeting   | Sparkman |    |

Next Regular Meeting: Tuesday, June 13, 2017, 7:00 p.m.

A copy of the agenda for the Regular Meeting will be posted and distributed at least 72 hours prior to the meeting. In compliance with the Americans with Disabilities Act, if you require accommodations to participate in a District meeting please contact the District office at 415-464-2090 (voice) or 415-464-2094 (fax) at least 48 hours prior to the meeting. Meetings open to the public are audio-recorded; the recordings are posted on the District web site and retained for 1 month.

**Tab 1**



**MARIN HEALTHCARE DISTRICT  
BOARD OF DIRECTORS  
SPECIAL OPEN MEETING / BOARD STUDY SESSION  
Tuesday, March 14, 2017  
Marin General Hospital, Conference Center**

**MINUTES**

**1. Call to Order and Roll Call**

Chair Sparkman called the meeting to order at 6:38 pm.

*Board Members Present:* Chair Ann Sparkman; Vice Chair Harris Simmonds, MD;  
Secretary Jennifer Hershon (via teleconference); Director Larry Bedard, MD;  
Director Jennifer Rienks

*Guests Present:* Kevin Coss (Vertran Assoc.); Darren Graves (Perkins Eastman)

**2. General Public Comment**

There was no public comment.

**3. Update on Hospital Replacement Project “MGH 2.0”**

Mr. Kevin Coss of Vertran Associates, construction project manager, presented slide show and video (on file and posted to MHD web site).

Mr. Darren Graves of Perkins Eastman Architects, showed and narrated a video of a computer-generated flyover and walkthrough of the construction project when completed. Mr. Coss added that an Operations Group will be formed mid-2018 to work out operational functions within the new hospital.

Mr. Coss commented on details (shown in the packet and slide-projected) of the project’s schedule milestones, risk and cash flow, as well as contingency, owner changes and budget. The budget has not changed, and is holding including contingency. Delays of steel delivery and the recent rain have delayed the schedule, though the project’s end-dates are holding due to efficiency planning. Steel erection should begin at the end of April, and complete by the end of July. The number of rain days are still within contingency allowance. There has been so much rain that 4 million gallons has had to be removed so far, put through special filters before drain run-off; this process adheres to State regulations. Details with the County are still being worked out for placement of construction trailers in May/June along Bon Air Rd. Project risk forecasts include some delays but will hold and be adjusted in one year. Cash flow is trending below forecast. Project completion remains forecast for January 2020, with patient occupancy in June 2020. There have been no new safety issues to report since the last project update was presented.

**4. Adjournment**

Chair Sparkman adjourned the Special Open Meeting/Board Study Session at 7:00 pm.

## **Tab 2**



**MARIN HEALTHCARE DISTRICT  
BOARD OF DIRECTORS  
REGULAR MEETING  
Tuesday, March 14, 2017  
Marin General Hospital, Conference Center**

**MINUTES**

**1. Call to Order and Roll Call**

Chair Sparkman called the Regular Meeting to order at 7:02 pm.

*Board Members Present:* Chair Ann Sparkman; Vice Chair Harris Simmonds, MD; Secretary Jennifer Hershon (via teleconference); Director Larry Bedard, MD; Director Jennifer Rienks

*Staff Present:* Lee Domanico, CEO; Jon Friedenber, COO; James McManus, CFO; Linda Lang, CHRO; Mark Zielazinski, CITIO; Joan McCready, Director Quality; Colin Coffey, District Counsel; Louis Weiner, Executive Assistant

**2. General Public Comment**

Barb Ryan, RN, NICU; Nicholas Arden, RN, ICU; Lynn Warner, RN, SCU; Virginia Currie, RN, CSU; Susanna Farber, Teamsters; Tita Shepherd, Admitting

**3. Approval of Agenda**

Director Simmonds moved to approve the agenda as submitted. Director Rienks seconded. Vote: all ayes.

**4. Approval of Minutes of Regular Meeting of February 14, 2017**

Director Rienks moved to approve the minutes as submitted. Secretary Hershon seconded. Vote: all ayes.

**5. Approve Q3 2016 MGH Performance Metrics and Core Services Quarterly Report**

Mr. Domanico presented the report and noted that all Tier 1 and Tier 2 metrics are compliant. Schedule 1: HCAHPS – Patient satisfaction scores are improving significantly. Mr. Friedenber showed slides (on file and posted online) of summary data illustrating the beneficial results of the Patient Experience Project (patient satisfaction improvement initiative) begun in June 2016 on the Medical Unit (the unit most in need, both at MGH and industry-wide). It is now in use for inpatients house-wide. There is much more work to be done and the program will grow to include more features in 2017. He explained how an extremely high patient census may affect patient satisfaction scores. Secretary Hershon asked how hospital outpatient satisfaction scores are collected; Mr. Domanico will research and report back; he noted that the outpatient clinics gather their own data, and that data is not made public.

Schedule 2: Finances – Financial measures and bank ratios continue strong. Inpatient and outpatient service volumes have increased from the previous year.



Schedule 3: Clinical Quality Metrics – Ms. Joan McCready, Director of Quality, was asked about readmission data (page 7). She explained that the data includes readmissions to other facilities, and that the time periods reported in this table shows the most recent data that CMS has published.

Schedule 6: Ambulance Diversion – Mr. Domanico noted the high patient census is reflected in the numbers and durations of Emergency Department ambulance diversions, and that December’s spike is partly due to the severe flu season.

Director Simmonds moved to approve the Q3 2016 MGH Performance Metrics and Core Services Quarterly Report as submitted. Director Rienks seconded. Vote: all ayes.

## **6. Committee Meeting Reports**

### *a. MHD Finance and Audit Committee*

Did not meet; nothing to report. Scheduled to meet March 28.

### *b. MHD Lease and Building Committee*

Did not meet; nothing to report. Scheduled to meet March 29.

### *c. MHD Citizens’ Bond Oversight Committee*

Ms. Leslie Lava, Chair of the Committee, presented on the meeting of the Committee on February 15. Mr. Ron Peluso (Vertran Assoc.) gave an update on the construction project. Mr. Jim McManus, CFO, reported on the internal audit of the parking garage. Ms. Jean Noonan, Controller, reported on the status of the bond funds and construction invoices. The Committee’s Annual Report to the Community was presented and approved, and is now posted on the MHD web site. They are satisfied that the Bond investment placement, as well as the spending on the construction project, are in accordance with the guidelines required by Measure F. Of the seven seats on the Committee, two are now vacant; the search process will begin and the final nominee recommendations will be presented to the full MHD Board for approval.

## **7. MGH Emergency Management and Disaster Plan**

Ms. Julie Lavezzo, MGH Director of Safety and Security, and Mr. Ryan Rodriguez, MGH Manager of Safety, presented. What had been a practice of “disaster preparedness” is now a comprehensive systematic process of 24/7 readiness in the face of all hazards. The four phases of emergency management are mitigation, preparedness, response, and recovery. The Hazard Vulnerability Assessment (HVA), in collaboration with the County, is reviewed annually by the Emergency Management Subcommittee to define and prioritize a mitigation and preparedness strategy. HVA analyzes threats, vulnerabilities and controls, and is a tool to categorize risk, from which the annual strategy is set. The top risks identified for 2017 include utility outage failure (a utility re-routing risk during construction), cyberattack, and severe weather. The hospital’s Emergency Management Plan is mandated by the Joint Commission and CMS, and the hospital works closely with the County Department of Health. Two regular drills per year are mandated, the next being the county-wide disaster drill on May 25, and the state-wide drill occurring in November. For staffing the hospital during a crisis, there is a callback roster assigned by zones; this was used during the recent



rainstorms and flooding emergency. A federal grant funds the hospital preparedness program that coordinates the area's acute care hospitals as well as skilled nursing facilities and clinics.

#### **8. Substance Abuse and Related Behavioral Health Issues in Marin**

Chair Sparkman welcomed Matt Willis, MD, MPH, Marin Health and Human Services Public Health Officer, who was accompanied by Heather Carlberg, MD and Jeffrey DeVido, MD. Dr. Carlberg and Dr. DeVido are both psychiatrists on MGH medical staff. Dr. Carlberg is Chair of Marin Psychiatric Group, and is married to Dr. Willis. Dr. DeVido is a board-certified specialist in addiction psychiatry at UCSF and works with Marin HHS.

Dr. Willis explained that Marin has been rated the healthiest county in California for eight years in a row, but we rank in the bottom half in relation to substance abuse that includes opioids, other prescription medication, and alcohol. The medical community is working to achieve treatment management of opioid abuse through safe prescribing, community education, and access to treatment for those addicted.

Dr. DeVido addressed the treatment of opioid addiction, particularly medication-assisted treatment. Treating addiction by outsourcing is not efficient, not cost-effective, and adds barriers to care which lead to worse outcomes. The current national movement for treating addiction is for increasing internal capacities where patients are already presenting, i.e. ER, primary care physicians, etc., and better educating internally in hospitals, clinics, psych units, etc. Dr. DeVido is certified to deliver care in jails, and he is working on the Chronic Inebriate Project of the City of San Rafael. He is working with law enforcement, RxSafe Marin, and pharmacists for the education and distribution of Narcan (overdose reversal medication). Regarding physicians who are addicts, he noted that a new Physician Health Program (PHP) is now in force in California; more work needs to be done to educate physicians about their own risks, as well as educating them about general pan-socioeconomic risks of substance abuse.

Director Bedard asked about the status of a drug take-back program. Dr. Willis said that the state now requires the pharm industry to help the county fund and set up take-back locations, and that this will be in place within the next few months.

Dr. Heather Carlberg presented, chair of Marin Psychiatric Group, the 1206(b) program funded by MHD. Primary focus has been on mental health and substance abuse in Marin and are now able to address wider socioeconomic spectrum of abuses. They handle psychiatric cases for inpatients, hospital-based outpatients, and next will be working with the clinics and in-office primary care physicians for treatment and education. Also planned within MGH is intensive outpatient and partial hospitalization treatments. They are working with RxSafe Marin's prevention program. A CME (Continuing Medical Education) program is being set up within the hospital as well as with primary care physicians. Beginning in April, psychiatrist Melanie de Luna, MD, will begin working with OB patients as part of this program.





Director Bedard added comments that physicians should be trained for issuing Narcan at the same time opioids are prescribed, and that partners and caregivers be educated on its use. Dr. Willis noted that in Monterey County, prescription pads include Narcan on the checklist that includes opioids.

## **9. Reports**

### *a. District CEO's Report*

Mr. Domanico explained that as the 1206(b) organization of Marin Healthcare District Medical Care Centers have grown, it became evident that the formation of the "Task Force for Operational Oversight and Quality Assurance" would greatly assist the CEO in operating the clinics. He presented here the Charter (Tab 5) outlining its mission, membership, meetings, and tasks. The Task Force will act on behalf of the CEO, and through the CEO, as a liaison between the Clinic Committee and the Marin Healthcare District Board of Directors.

Membership will be chosen by Mr. Domanico, CEO, consisting of two members of the District Board and three from MGH executive and administrative staff. Each of the MHD Board members expressed interest, he will choose two and suggest them back for nomination by the Board.

Counsel Coffey added that this process is important to connect governance with clinical operations and policies and procedures, much as the hospital's Quality and Patient Safety Committee reports up to the MGH Board of Directors.

### *b. Hospital CEO's Report*

Mr. Domanico reported that in January the hospital exceeded operating and net income performance, due in part to greater than planned volume.

### *c. Chair's Report*

Chair Sparkman had nothing further to report.

### *d. Board Members' Reports*

Vice Chair Simmonds reported that he attended Rep. Huffman's public forum yesterday on the Affordable Care Act. He also urged MGH administration to appeal to keep the Bon Air Bridge open during its repair; Mr. Domanico said he has been in contact with authorities stating the case strongly. Director Bedard reported that he also attended Rep. Huffman's forum. He expressed support for MHD to participate in public education, and Director Rienks stated that this will be discussed at the next meeting of the Lease and Building Committee.

## **10. Agenda Suggestions for Future Meetings**

No suggestions were submitted.

## **11. Adjournment**

Chair Sparkman adjourned the meeting at 8:42 pm.

## **Tab 3**

## OUTPATIENT DIAGNOSTIC SERVICES AGREEMENT

This Outpatient Diagnostic Services Agreement (“**Agreement**”) is entered into with an effective date of May 1, 2017 (the “**Effective Date**”), by and between Marin Healthcare District, a political subdivision of the State of California and a public district (“**MHD**”), and Marin General Hospital, a California nonprofit public benefit corporation (“**MGH**”). MHD and MGH are sometimes referred to in this Agreement as a “**Party**” or collectively, as the “**Parties.**”

### Recitals

A. MHD is a health care district organized pursuant to the California Local Health Care District Law, and owns and operates clinics providing primary and specialty care (the “**Clinics**”).

B. MGH owns and operates a general acute care hospital located in Greenbrae, California (the “**Hospital**”), which includes without limitation inpatient and outpatient diagnostic services.

C. MGH wishes to engage MHD to provide certain outpatient diagnostic services to patients of the Hospital under arrangements that satisfy the requirements specified in 42 C.F.R. § 410.28 and all other applicable laws and regulations so as to permit MGH to bill and collect from patients, commercial payors and governmental payors, including without limitation the Medicare Program, on MGH’s own account the charges for such services.

D. Accordingly, the Parties hereby agree as follows.

### Agreement

#### 1. Definitions

- (a) “**Addendum**” shall mean the Employee Leasing Addendum.
- (b) “**Administrator**” shall mean an administrator to supervise and direct the operation of the Breast Health Center.
- (c) “**Agreement**” shall mean this Outpatient Diagnostic Services Agreement as referenced above.
- (d) “**COO**” shall mean MHD’s Chief Operating Officer.
- (e) “**Clinics**” shall have the definition set forth in Recital A above.
- (f) “**Claims**” shall mean all claims, actions, causes of action, controversies, charges, obligations, damages, demands, expenses, costs, fines, penalties, fees, and/or liabilities, including, without limitation, loss, damage, or injury to or death of persons or property in any manner.

(g) **“Breast Health Center”** shall mean the premises located at 100 Drakes Landing, Suite 140, Greenbrae, California which is operated by MHD in which Outpatient Diagnostic Services are provided.

(h) **“Breast Health Center Patients”** shall mean all individuals receiving Outpatient Diagnostic Services.

(i) **“Effective Date”** shall mean May 1, 2017.

(j) **“Hospital”** shall have the definition set forth in Recital B above.

(k) **“MGH”** shall mean Marin General Hospital, a California nonprofit public benefit corporation.

(l) **“MHD”** shall mean the Marin Healthcare District, a political subdivision of the State of California and a public district.

(m) **“MHD Indemnified Person”** shall mean MHD’s directors, officers, employees, agents, counsel, and representatives.

(n) **“Outpatient Diagnostic Services”** shall mean (i) screening mammography; (ii) diagnostic mammography; (iii) diagnostic mammography post MRI; (iv) Diagnostic Ultrasonography; (v) Stereotactic and/or Ultrasound guided breast biopsy; (vi) and bone density studies. The parties may modify this list of Outpatient Diagnostic Services from time to time as mutually agreed upon.

(o) **“Party” or “Parties”** shall refer to MHD and/or MGH as defined above.

2. Outpatient Diagnostic Services. MHD shall provide Outpatient Diagnostic Services to patients of the Hospital at locations approved in advance by MGH, including, but not limited to, the Breast Health Center.

3. Compensation. As compensation for the performance of Outpatient Diagnostic Services hereunder, MGH shall pay to MHD monthly compensation equal to all of MHD’s actual expenses incurred in the performance of Outpatient Diagnostic Services; provided, however, such compensation shall be offset by any amounts owed by MHD to MGH for the leasing of MGH employees in accordance with the Employee Leasing Addendum attached hereto. Such compensation shall be payable one month in arrears (by no later than the end of the succeeding month), to be determined via a reconciliation of the expenses and employee leasing costs as set forth above. In consideration of such compensation from MGH, MHD hereby assigns to MGH any and all rights to bill, collect and receive compensation on account of the Outpatient Diagnostic Services and shall not bill or seek to collect any compensation from any party other than MGH on account of the Outpatient Diagnostic Services. MHD shall remit to MGH any sums received from parties other than MGH on account of the Outpatient Diagnostic Services.

4. Operating Covenants. In the performance of the Outpatient Diagnostic Services, MGH and MHD shall comply with all of the following:

(a) Operation of Breast Health Center. MHD shall operate the Breast Health Center and shall enter into such leases or other legal arrangements as are required to arrange for the occupancy and use of such premises by the Breast Health Center. MHD shall provide or arrange for the availability and use of all equipment, furniture and supplies required for the performance of the Outpatient Diagnostic Services. Except as may be otherwise agreed in writing by MHD and MGH, MHD shall provide all staffing required for the operation of the Breast Health Center, including without limitation the services of an Administrator. MHD may provide for staffing or other services through subcontractors of staff or services.

(b) Physician Supervision. All Outpatient Diagnostic Services shall be performed with the appropriate level of physician supervision required for payment for those services pursuant to the Medicare Program.

(c) Registration of Patients. All Breast Health Center Patients shall be registered at the Breast Health Center as patients of the Hospital prior to receiving such services.

(d) Notices and Forms. All Breast Health Center Patients shall receive the same notices and sign the same forms as are used for other patients receiving outpatient services in the Hospital's outpatient departments.

(e) Ordering Physicians. MHD shall provide Outpatient Diagnostic Services only subject to and in accordance with orders given by a physician who is on the Medical Staff of the Hospital and that are within the scope of privileges of that ordering physician.

(f) Professional Responsibility. The Hospital shall have professional responsibility for all Outpatient Diagnostic Services performed at the Breast Health Center, and shall subject all those services to monitoring under the programs by which the Hospital monitors the quality of care provided in the Hospital's outpatient departments.

(g) Periodic Visits. Appropriate Hospital personnel shall make periodic visits to the Breast Health Center and review with the Administrator and other appropriate Breast Health Center personnel to ensure the Breast Health Center's compliance with the Hospital's quality standards.

(h) Medical Records. Medical records of Outpatient Diagnostic Services performed at the Breast Health Center shall be created and maintained in a manner that is consistent with the Hospital's policies and procedures, as well as applicable standards of the Joint Commission, and copies of those medical records shall be transmitted to the Hospital within the same time frames that apply to the records of services provided in the Hospital's outpatient departments.

(i) Incident Reports. MHD shall provide to the Hospital incident reports in a timely manner in accordance with the Hospital's standards for incident reports applicable to the Hospital's inpatient departments.

(j) Utilization and Other Review. MHD shall perform utilization review and other relevant review of the Outpatient Diagnostic Services on the same terms that apply to services provided in the Hospital's outpatient departments.

(k) Advice by Clinical Leaders and Medical Staff. Hospital clinical leaders and officers of the Hospital's Medical Staff shall have the opportunity to provide advice to MHD regarding the performance of Outpatient Diagnostic Services.

(l) Monitoring of Performance. Appropriate officers of the Hospital designated by MGH from time to time shall monitor the performance of Outpatient Diagnostic Services for compliance with the terms and conditions of this Agreement, and all other applicable standards, and report to MHD.

(n) MHD's Approval. The Parties acknowledge and agree that any MHD approvals or direction for any matter hereunder or other MHD actions or approvals needed in the course of any services provided to MHD by MGH hereunder, including, without limitation, pursuant to the Employee Leasing Addendum, must be obtained after review and approval by the following: (a) MHD's COO (reviews for compliance and for recommendation to the CFO and CEO); (b) MHD's CFO (reviews for compliance and for recommendation to the COO and CEO); (c) MHD's CEO (upon reviews and recommendations from the COO and CFO); and (d) MHD's Board of Directors (where Board level approval is required, upon the recommendation of the CEO).

(o) Accreditation. MHD will pursue industry accreditations or other appropriate recognitions for the Outpatient Diagnostic Services, unless the parties determine that such should be sought on behalf of or by MGH, and report to MHD.

5. Term of Agreement/Effect of Termination. This Agreement shall be effective as of the Effective Date and shall remain in force and effect for a period of one (1) year unless terminated pursuant to this Section 5 (Term of Agreement/Effect of Termination). This Agreement shall automatically renew for additional one (1) year terms unless either party gives written notice of its intent not to renew the Agreement no less than ninety (90) days prior to the renewal date. This Agreement shall terminate immediately upon the effectiveness of any order, law, rule or regulation that provides that, or has an effect such that, MHD may not lawfully provide the Outpatient Diagnostic Services or MGH may not bill and collect for such services in accordance with 42 C.F.R. § 410.28 or any applicable successor law, rule or regulation. Notwithstanding any of the foregoing, either MHD or MGH may terminate this Agreement immediately upon the other party's material breach of or default under this Agreement which is not cured within thirty (30) days following written notice of that breach or default (and termination of this Agreement shall be MGH's sole remedy for any breach of this Agreement by MHD). Either party may terminate this Agreement without cause after 120 days written notice to the other. This Agreement shall terminate immediately upon the effectiveness of any written agreement of MGH and MHD to effect such a termination.

6. Indemnification.

(a) Indemnification by MGH. MGH shall defend, indemnify and hold the MHD Indemnified Persons free and harmless from and against any and all Claims arising out of, related to, or in connection with this Agreement and/or the services provided hereunder, including, without limitation, any Claim or matter arising out of the Employee Leasing Addendum, regardless of the extent to which the negligent or intentional acts or omissions of

MHD, or any of its directors, officers, employees, agents, counsel, and representatives, caused or contributed to the Claims. MGH's indemnity obligations hereunder shall include, but not be limited to, attorney's fees, experts, consultants and court costs.

(b) Notwithstanding any of the foregoing, MGH shall have no obligation hereunder to indemnify or defend MHD solely with respect to the proportion of any Claim that a court determines is directly attributable to specific direction from the MHD Board of Directors that unreasonably rejects the recommendations of MGH staff providing management services to the MHD hereunder. The MHD Board of Directors shall be deemed to have reasonably rejected the recommendations of MGH staff providing management services to the MHD if the Board relied on the information, opinion, reports or statements of counsel, independent accountants or other persons as to matters which the Board believes to be within such person(s)' professional or expert competence. The absence of the Board's reliance on such persons shall not create any presumption that the Board unreasonably rejected a recommendation of MGH staff. MGH's indemnity obligations hereunder shall include, but not be limited to, attorney's fees, experts, consultants and court costs.

(c) Claims and Liabilities in Excess of Insurance. The terms and conditions of Section 6(a) (Indemnification by MGH) shall apply only to claims and liabilities that are not covered by or that exceed the policy limits of applicable insurance coverage. This Section 6 (Indemnification) shall not apply if and to the extent that the effect of such provision would be to negate insurance coverage that would otherwise be available but for these contractual indemnity provisions. Nothing contained in this Section 6 (Indemnification) is intended or should be construed to: (i) create any liability to or right of recovery or subrogation on the part of any insurance carrier or any other third party against either of the parties; or (ii) affect the allocation of responsibilities among insurance carriers or other persons who may have responsibility for satisfaction of all or any part of any claim made against either party. Notwithstanding the foregoing, MGH's indemnity obligations hereunder shall include the costs of any increases in the premiums, deductibles and/or self-insured retentions with respect to MHD's insurance that result from MHD's insurance covering Claims that would otherwise have fallen within MGH's indemnity obligations hereunder.

(d) Defense. Except as otherwise required by the terms of an applicable insurance policy under which defense is provided, the selection of legal counsel to defend any claim or legal action against MHD or MGH (or any person or party for whom either or both are required to provide a defense), shall be determined by written agreement of MHD and MGH. If the parties are unable to reach timely agreement, then the responsible insurance carrier(s) shall be authorized to make such selection. If there is no insurer's duty to defend, and the parties are unable to reach agreement, then MHD's Board of Directors shall select such counsel.

(e) Settlement. Except as otherwise provided in the applicable insurance policy(ies), prejudgment settlement proposals involving both MGH and MHD and relating to services under this Agreement shall require the written agreement of both MGH and MHD. Notwithstanding the foregoing, either party may unilaterally accept that portion of the proposal which relates to its liability in circumstances where the refusal to accept such proposal presents, in such party's reasonable business judgment, a material risk that it will be

exposed to liability in excess of applicable insurance coverage, and it has retained independent counsel to review the claim and settlement offer and advise it regarding the issues and risks relating thereto.

7. Miscellaneous.

(a) Notices. Any notices required or desired to be sent pursuant to this Agreement shall be made in writing and addressed to the party and address provided to the other party for purposes of notice.

(b) Applicable Law/Attorney's Fees. This Agreement is governed by California law. If any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorney's fees. Jurisdiction and venue in the event of any legal action shall be in Marin County, California.

(c) Entire Agreement. Except as expressly provided herein, this Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein.

(d) Assignment. No Party to this Agreement may assign this Agreement or such Party's rights and obligations hereunder without the prior written consent of the other Parties, which consent the other Parties may withhold or condition in their sole discretion, and any assignment without such written consent shall be void and ineffective.

(e) Time of Essence. Time is of the essence for this Agreement.

(f) Recitals. All of the Recitals are incorporated into this Agreement and constitute a part hereof.

(g) Representation by Counsel. MGH and MHD agree that, in connection with this Agreement and the matters contemplated hereby, each has either been represented by legal counsel of that party's own choice and/or has elected not to be represented by separate legal counsel in such matter.

(h) Counterparts. This Agreement may be executed in counterparts and by facsimile signatures, which will be effective as if original signatures. Each person signing this Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Agreement is binding on and enforceable against such Party.

**[LEFT BLANK INTENTIONALLY]**



IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

MARIN HEALTHCARE DISTRICT

MARIN GENERAL HOSPITAL

By: \_\_\_\_\_  
Jennifer Hershon, MSN, RN  
Secretary, Board of Directors

By: \_\_\_\_\_  
Mara Perez, Ph.D.  
Secretary, Board of Directors

## EMPLOYEE LEASING ADDENDUM

### TO OUTPATIENT DIAGNOSTIC SERVICES AGREEMENT

This Addendum, when executed by the Parties, shall be incorporated into and become part of that certain Outpatient Diagnostic Services Agreement, effective as of May 1, 2017, by and between MHD and MGH. Unless defined in this Addendum, all capitalized terms shall have the meaning set forth in the body of the Agreement.

1. Leasing of Employees. MGH hereby agrees to provide to MHD all necessary personnel in order to fully staff the positions listed on the attached Exhibit A for MHD's Breast Health Center services. Such personnel shall perform on MHD's behalf all of the job requirements of such positions during the Breast Health Center operating hours. MHD shall outline the job requirements of the positions to be filled and to keep MGH informed of subsequent personnel needs or changes.

2. Leasing Fee. As compensation for MGH's providing of such personnel, MHD shall offset against the compensation owed by MGH to MHD under Section 3 of this Agreement all of the following costs incurred by MGH with respect to the personnel supplied to MHD hereunder: (a) wages and salary; (b) payroll taxes; (c) fringe benefits, including all reasonable fringe benefits which are or may become standard for MGH personnel (such as health insurance, disability insurance, life insurance, retirement plans, seminar and related travel expenses and professional dues); (d) if applicable, all expenses associated with relocating personnel to the Marin County, California area (including, but not limited to, the cost of house hunting trips, transporting household belongings, transportation, and temporary lodging for the personnel and their families, and reimbursement related to the sale of a residence and the replacement thereof normally afforded MGH personnel; and (e) all interim living expenses, including lodging, food, transportation and other out-of-pocket expenses for interim personnel.

3. Supervision of Personnel. MHD retains the right to exercise direction and control over all personnel in the performance of their services for MHD. Such control includes the right to reassign or request MGH to terminate or provide additional personnel. MGH and MHD shall agree on an established schedule for holidays, vacations and sick leave policies for the personnel. MHD shall be responsible for maintaining written records of hours worked by all salaried and hourly personnel, including regular and overtime hours.

4. Payroll Taxes. MGH acknowledges that it is responsible for payment of all payroll taxes for its employees and agrees to furnish proof of such payments to MHD upon written request.

5. Employee Review. MGH shall periodically, but not less than annually, review and evaluate the performance of all personnel leased to MHD. Moreover, MHD shall provide to MGH its own review and evaluation of the performance of all personnel.

6. Conduct of MHD and MGH. MHD and MGH covenant and agree to obey all federal, state and local statutes regarding treatment of employees in a business situation. While the parties hereto recognize and affirm that the employees leased to MHD are the employees of

MGH, each of MHD and MGH covenants and agrees not to conduct itself in any manner such as to make either of them liable for, or subject to any racial or sexual discrimination charges, wage and hour violations or any such other offenses for which it may be liable for damages or fines, or subject to criminal prosecution, without such party's knowledge or consent.

IN WITNESS WHEREOF, the Parties have executed this Addendum effective as of the date first set forth above.

MARIN HEALTHCARE DISTRICT

MARIN GENERAL HOSPITAL

By: \_\_\_\_\_  
Jennifer Hershon, MSN, RN  
Secretary, Board of Directors

By: \_\_\_\_\_  
Mara Perez, Ph.D.  
Secretary, Board of Directors

**EXHIBIT A TO EMPLOYEE LEASING ADDENDUM**

|                                  |
|----------------------------------|
| Breast Health Nurse              |
| Ultrasound Tech (OIC)            |
| Mammography Tech (OIC)           |
| Radiology Support Associate II   |
| Breast Health Prog Spec          |
| Mammography Tech (OIC)           |
| Mammography Tech (OIC)           |
| Breast Health Nurse (Non Exempt) |
| Radiology Support Associate II   |
| Mammography Tech (OIC)           |
| Mammography Tech (OIC)           |
| Radiology Support Associate II   |
| Mammography Tech (OIC)           |
| Mammography Tech (OIC)           |
| Radiology Support Associate III  |
| Lead Radiology Support Associate |
| Radiology Support Associate II   |
| Radiologic Technologist          |
| Breast Center Manager            |

**Tab 4**

# Marin Healthcare District

## Application: Citizens' Bond Oversight Committee

PLEASE ATTACH A COPY OF YOUR RESUME TO THIS APPLICATION

Date 3/27/17

Name George J Feiss III Chip  
First MI Last Familiar name

### Residence

Address 145 Hawthorne Ave Lakeside, CA 94939  
Phone (415) 891-3269 (617) 447-3598 E-mail cfeiss@gmail.com

### Employer

Name M2 Inc  
Your title President  
Address 1122 East Pike St #950 Seattle, WA 98122  
Phone (work) 206-441-1163 (617) 447-3598 (home) 415-891-3269  
E-mail cfeiss@gmail.com  
Type of business or organization Venture Capital & Financial Advisory  
Primary service(s) and area/population served Finance - Multi-National

Preferred method of telephonic contact:  Work ( ) Residence  
617-447-3598

### ATTACH ADDITIONAL INFORMATION IF NECESSARY

Please list Boards and committees that you serve on, or have served on (business, civic, community, fraternal, political, professional, recreational, religious, social)

| Organization   | Role/Title                                   | Dates of Service        |
|--|--|-------------------------|
| <u>Laguna Honda Hospital / Zen Hospice Project</u>           | <u>Financial Advisor</u>                     | <u>4/2016 - Present</u> |
| <u>LA Jolla Citizens Foundation</u>                          | <u>President</u>                             | <u>2003 - 2006</u>      |
| <u>The Chubbly Foundation / Seniors Making Art Treasures</u> | <u>Treasurer</u>                             | <u>1992 - 1999</u>      |
| <u>Artists Trust</u>   | <u>Treasurer</u>                             | <u>1980 - 1990</u>      |
| <u>Group Health Cooperative</u>                              | <u>District Executive Committee Chairman</u> | <u>1982 - 1988</u>      |

### Education/Training/Certificates

MBA (Economics & Public Policy) HARVARD University, Kennedy School of Government  
MBA International Finance AGSIM/THUNDERBIRD  
BA Antioch College

Why would you like to serve on the MHD Bond Oversight Committee?

I have a long standing interest in healthcare delivery systems (as you will see from my resume). I enjoy finance, money raising and making financial decisions and I would like to apply those skills (my professional skills) on a volunteer basis that would have a real impact on our community.

Skills, experience/expertise (Please circle all that apply)

- Healthcare Policy
- Finance/accounting
- Personnel, human resources
- Administration, management
- Nonprofit experience
- Community service
- Legal
- Policy development
- Public relations, communications
- Education, instruction
- Special events
- Philanthropy/Fundraising
- Outreach, advocacy
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

Provide one or two examples of the skills, experience and expertise that you mentioned above.

For example, in what capacity did you acquire and/or apply those skills:

I grew a company that I founded from one employee to 150 employees. In the course of that experience I was involved actively in finance/accounting, Human Resources, Administration and Management.

Education: As a Senior Fellow at Harvard - I taught/advised graduate students at the Harvard Business School and Kennedy School of Government.

Committee:

I have been interested in Healthcare Policy and Delivery Systems for a long time. Early in my career I worked as a healthcare facility planner for HECW in rural areas. I was also member of the District Executive Committee for Group Health Cooperative in Seattle, which at the time was one of the countries most innovative HMOs.

Optional - Have you received any awards or honors that you'd like to mention? Lastly I was a co-founder of Healthcare Consultants. We provided financial and practice management expertise to physicians and were one of the first companies to design health care cost containment policies for insurance companies. We sold the company to Charter Medical, one of the largest chains of private hospitals.

Please return your application and resume to:

Louis Weiner, Executive Assistant to the Boards  
Marin Healthcare District  
100-B Drakes Landing Road, Suite 250, Greenbrae, CA 94904  
415-464-2090  
WeinerL@maringeneral.org

## RESUME

George (Chip) Feiss  
145 Hawthorne Ave  
Larkspur, Ca. 94939  
617-447-3598, 415-891-3269

### EMPLOYMENT HISTORY

#### **7/2007 to 2013 Harvard University**

- Senior Fellow:

Research conducted in the areas of global capital markets, the role of social enterprise in economic development, impact investing, and transnational and venture philanthropy. Served as an advisor to graduate students at the Kennedy School of Government and Harvard Business School.

#### **6/1980 to Present M2 Inc.**

- Founder, President & CEO:

A boutique financial advisory firm working in a wide range of areas. Provide investment, management and planning advice to corporations, municipal governments, government agencies, individuals and families. Expertise in Private Equity, Venture Capital, Investment Management & Portfolio Design, Business Transfer, Estate Planning, Pension Design & Planning, Municipal 457 Plans.

Advisor to A Territorial Resource, The Mackenzie River Foundation and the Threshold Foundation, three private venture philanthropy funds formed to invest in social enterprises.

#### **9/1999 to 12/2005 Vivid Image Technology**

- President & CEO:

Manufacturer of Rasterized Image Processors (printer controllers), and innovative printing solutions.

Vivid was a portfolio company of Oasis Capital Management's venture fund when M2's venture fund took over Oasis Capital Management in 1997.

Responsibilities included: Overall performance and operation of the company, as well as fund raising and contract development and negotiation.

Vivid Image had not been profitable for eight years prior to my employment as CEO and President. Under my tenure the company was profitable for the last four years with no employee attrition. I completed the sale of Vivid Image.



to Canon, Tokyo in 2005.

### **EDUCATION**

**MPA:** Kennedy School of Government at Harvard University, Cambridge, MA  
Concentration: Economics and Public Policy

**MBA:** Thunderbird School of Global Management, Phoenix, AZ  
Concentration: International Finance

**BA:** Antioch College, Yellow Springs, OH  
Concentration: Eastern Philosophy

### **DESIGNATIONS**

Certified Financial Planner

### **PUBLICATIONS**

*Financial Times* Columnist, *Impact Investing and Social Entrepreneurship*

*Mind Therapies Body Therapies, A Guide to the Techniques of Self-Discovery.*  
Celestial Arts/Harper & Row

### **NON-PROFIT/PHILANTHROPIC ORGANIZATIONS & BOARD OF DIRECTORS**

**Social Venture Network (SVN)**  
**Northwest Socially Responsible Investment Board (SRI)**  
**Artist Trust**  
**Group Health Cooperative Executive Committee**  
**University Child Development School**  
**The Chihuly Foundation**  
**La Jolla Citizens Foundation**  
**Seniors Making Art**

**Tab 5**

**Marin Healthcare District**

**Application: Citizens' Bond Oversight Committee**

**PLEASE ATTACH A COPY OF YOUR RESUME TO THIS APPLICATION**

Date April 3, 2017

Name Charles D. Reite  
First MI Last Familiar name

**Residence**

Address 1496 Vistazo St W, Tiburon, CA 94920  
Phone 415-902-5405 E-mail charlesreite@att.net

**Employer**

Name Social Security Administration, SSA (Retired)  
Your title U.S. Administrative Law Judge  
Address 4040 Civic Center Dr, San Rafael  
Phone (work) \_\_\_\_\_ (home) \_\_\_\_\_  
E-mail \_\_\_\_\_

Type of business or organization Hearings related to Disability and other Social Sec. issues  
Primary service(s) and area/population served Marin, Sonoma, Mendocino, Lake and Solano Counties

Preferred method of telephonic contact: ( ) Work (X) Residence

**ATTACH ADDITIONAL INFORMATION IF NECESSARY**

**Please list Boards and committees that you serve on, or have served on** (business, civic, community, fraternal, political, professional, recreational, religious, social)

| Organization                      | Role/Title    | Dates of Service |
|-----------------------------------|---------------|------------------|
| 1. MERA Citizens Oversight Comm., | Comm. Member. | 6/15-present     |

See addendum

**Education/Training/Certificates**

See Addendum

Why would you like to serve on the MHD Bond Oversight Committee?

*See Addendum*

---

---

**Skills, experience/expertise** (Please circle all that apply)

Healthcare

Finance, accounting

Personnel, human resources

Administration, management

Nonprofit experience

Community service

Legal

Policy development

Public relations, communications

Education, instruction

Special events

Philanthropy/Fundraising

Outreach, advocacy

Other \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

Provide one or two examples of the skills, experience and expertise that you mentioned above. For example, in what capacity did you acquire and/or apply those skills:

*See Addendum*

---

---

Please list other information relative to your interest in applying for the MHD Bond Oversight Committee:

---

---

---

**Optional** – Have you received any awards or honors that you'd like to mention?

*See Addendum*

---

---

---

**Please return your application and resume to:  
Louis Weiner, Executive Assistant to the Boards  
Marin Healthcare District  
100-B Drakes Landing Road, Suite 250, Greenbrae, CA 94904  
415-464-2090  
WeinerL@maringeneral.org**

03-16-2017/lw

## Addendum to MGH Application

### **Boards Etc.**

2. Chief Judge, San Rafael Hearing Office, Office of Hearings & Appeals (OHA), SSA. 2001-6

3. President, 28 Marinero HOA Board, 1998-2002

4. Trial Attorney 1972-97 admitted to practice U.S. District Ct., Minnesota Supreme Ct., U.S. Court of Appeals 8th Cir., U.S. Supreme Ct., U.S. Ct. of Military Appeals. Chair MN State Bar Assn. Alternative Dispute Resolution Comm.; Civil Litigation Comm.; Hennepin County Bar Assn. Bench and Bar Comm.; Ethics Comm. and Attorney Fee Arbitration Comm.

5. Certified Military Judge, Naval Reserve Trial Judiciary 1990-6; Staff Judge Advocate Naval Res. Readiness Command 1986-90, CO numerous Reserve JAG Units 1975-86; Active Duty Naval Flight Officer, Instructor Basic Flight Officer School 1964-9, Retired 1996 with 36 years of service.

6. Certified MN Alternative Dispute Practitioner and Hennepin County Dist. Ct. Arbitration Panel.

7. Minneapolis Park Board Citizens Advisory Comm. 1982-5; President, Southwest (Minneapolis) Athletic Council 1980-90; Organizer/Coach boys and girls traveling Basketball and Soccer teams 1986-92.

8. Board of Deacons, Plymouth Congregational church 1885

9. Coalition of Sensible Taxpayers, Advisory Board. 2017

### **Education/Traing Certificates**

1. BA Univ. of Minnesota. 1964

2. JD Univ. of Michigan. 1972

3. Navy Justice School, Certified Trial and Defense Counsel. 1976

4. Army Justice School, Certified Military Judge 1991
5. Minnesota Rule 114 Certified Neutral 1988
6. U.S. Administrative Law Judge Social Sec. Admin. Training and Certification 1997.
7. Naval Flight Officer Training and Certification. 1965, Air Intelligence School 1967, Naval Flight Training Instructor School and Certification 1967.

### **Why would you like to serve...?**

It is vitally important that the taxpaying public citizen/voters have confidence that their tax dollars are being properly and wisely appropriated and spent by the taxing authorities. An objective, independent and knowledgeable Oversight Committee is a good means of creating and maintaining that confidence so that the various government entities can obtain the votes for funding necessary projects.

I would like to serve on the Bond Oversight Committee, most basically, because as a tax payer and concerned Marin resident I want to help maintain that public confidence in the Marin Healthcare District. I would like to use my experience as a judge, adjudicator, lawyer/advocate, dispute resolution neutral, administrative manager and community service volunteer to be an independent observer and reporter for the public on the use of the Bond proceeds. I have enjoyed the opportunity to perform a similar function as a member of the MERA Citizens Oversight Committee which has provided a good education for the role. I was appointed in June, 2015 for a 2 year term and recently reappointed by the MERA Board for a full 4 year term.

I have the time and interest to do the same with the MHD Bond proceeds.

### **Examples of Skills and experience...**

My last career position before retirement was as a federal Administrative Law Judge (ALJ) for the SSA in an OHA hearing office. Over 90% of the hearings are appeals from denials of disability benefits primarily due to medical findings. As such, I was required to educate myself about virtually all types of medical impairments both mental and physical through SSA educational programs,

medical expert testimony and reading medical files for 15 years. Of course, this was not formal medical training but I do have a very broad base of medical understanding for diagnosis, treatment and evaluation of medical issues from both a patient and provider aspect.

Another area of experience obtained as an ALJ (federal employee) was familiarity with the workings of a very large governmental entity as both a line ALJ and managing Chief ALJ. Knowledge of such governmental institutions is obviously an experience but it is also a skill in learning how to work with such institutions not that MHD is on the same scale or mission of SSA. Such institutional/governmental insight would be a valuable addition to the Committee's experiential base.

As a civil trial attorney I had to learn, understand and deal with a broad spectrum of complicated financial issues in securities fraud, bankruptcy and corporate cases which I handled. While I was not a CPA or investment analyst, I was required to learn and deal with complex financial issues to successfully represent my clients interests.

#### **Optional- awards ...**

Navy Commendation Medal for exemplary service as Staff Judge Advocate for Great Lakes Naval Reserve Readiness Command mobilizing reservists for Desert Storm.

Navy Commendation Medal, 8 Air Medals, and numerous Viet Nam era service medals for combat operations in the North Tonkin Gulf 1965-7.