



April 2, 2019

NOTICE

The Board of Directors of the Kaweah Delta Health Care District will meet in an open Board of Directors meeting at 4:00PM on Wednesday April 3, 2019 in the Kaweah Delta Medical Center Executive Office Conference Room {Acequia Wing – 400 West Mineral King Avenue}.

All Kaweah Delta Health Care District regular board meeting and committee meeting notices and agendas are posted 72 hours prior to meetings (special meetings are posted 24 hours prior to meetings) in the Kaweah Delta Medical Center, Mineral King Wing entry corridor between the Mineral King lobby and the Emergency Department waiting room.

The disclosable public records related to agendas are available for public inspection at the Kaweah Delta Medical Center – Acequia Wing, Executive Offices (Administration Department) {1st floor}, 400 West Mineral King Avenue, Visalia, CA and on the Kaweah Delta Health Care District web page <http://www.kaweahdelta.org>.

KAWEAH DELTA HEALTH CARE DISTRICT
Nevin House, Secretary/Treasurer

A handwritten signature in black ink that reads 'Cindy Moccio'.

Cindy Moccio - Board Clerk / Executive Assistant to CEO

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KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS MEETING

Kaweah Delta Medical Center - Acequia Wing
{Executive Office Conference Room}
400 West Mineral King Avenue, Visalia
www.KaweahDelta.org

Monday, April 3, 2019

OPEN MEETING AGENDA {4:00PM}

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. PUBLIC PARTICIPATION** – Members of the public may comment on agenda items before action is taken and after the item has been discussed by the Board. Each speaker will be allowed five minutes. Members of the public wishing to address the Board concerning items not on the agenda and within the subject matter jurisdictions of the Board are requested to identify themselves at this time.
- 4. [SEQUOIA HEALTH AND WELLNESS CENTERS \(SHWC\)](#)**– Next steps required to establish governance and organization structure of Sequoia Health and Wellness Centers.
 - 4.1. Approval of the eleven (11) member [SHWC's Board of Directors](#).

Recommended Action: Approval of the eleven (11) member board (5 community members and 6 patient members) to serve as the Board for the Sequoia Health and Wellness Centers.
 - 4.2. Approval of [Co-Applicant Agreement](#) by and between Sequoia Health and Wellness Centers and Kaweah Delta Health Care District.

Recommended Action: Approval of the Co-Applicant Agreement by and between Sequoia Health and Wellness Centers, A California Nonprofit Public Benefit Corporation and Kaweah Delta Health Care District, A California Health Care District.
 - 4.3. Appointment of [Chief Executive Officer](#) of SHWC's

Recommended Action: Approval of [Ryan Gates, PharmD](#), to serve as the Chief Executive Officer for the Sequoia Health and Wellness Centers.
- 5. CHIEF EXECUTIVE OFFICER REPORT** – Gary Herbst, CEO
- 6. ADJOURN**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate at this meeting, please contact the Board Clerk (559) 624-2330. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Kaweah Delta Health Care District Board of Directors meeting.

Executive Summary
Kaweah Delta Board of Directors
Special Board Meeting April 3, 2019

RE: Sequoia Health and Wellness Centers

Background:

At previous meetings, the KDHCD Board has been apprised of efforts to develop Federally Qualified Health Centers (FQHC). As part of this process KDCHD is applying for funding as a New Access Point (NAP) (HRSA-19-080) through the federal Health Resources and Services Administration (HRSA)/Bureau of Primary Health Care. Sequoia Health and Wellness Centers has been created as a non-profit 501(c)(3) corporation for the purposes the co-application process for the aforementioned grant.

The following outlines the next steps required to establish governance and organizational structure of Sequoia Health and Wellness Centers and define the relationship with KDHCD via the Co-Applicant Agreement.

Recommended Actions:

1. Recommend Board of Directors

- a. 11-member board (5 community members / 6 patient members)
- b. Several weeks have been spent vetting potential board members including one-on-one interviews and review of applications.
- c. Board composition has been reviewed and verified with consultants to be compliant with HRSA regulations in terms of patient and non-patient representation including race, ethnicity, age, gender and area of expertise.

2. Approve Co-Applicant Agreement

- a. Drafted in collaboration with KDHCD legal counsel, consultants, and contracted attorneys with extensive experience and knowledge with HRSA regulations and health care districts.

3. Appoint CEO

- a. Ryan Gates, PharmD has been recommended for consideration of CEO position to lead the development of the FQHC. Ryan has been with KDHCD for 5 years and has over 15 years of experience in healthcare leadership and clinical practice as a clinical pharmacist.
- b. Ryan currently serves as Vice-President of Clinical Integration for Sequoia Integrated Health/Sequoia Health Plan and Director of Population Health Management for KDHCD where he provides oversight of the GME Family Medicine Clinic, Chronic Disease Management Center and several other departments.

**Sequoia Health and Wellness Centers
Recommended Board of Directors**

Recommended Non-Patient Board Members			
Name	Area of Expertise	Skillset / Community Involvement	Recommended Term
1. Mandeep Bagga	Psychiatrist – Mental Health and Addiction Medicine	Director of Psychiatry residency program. Vice-Chair for the Department of Psychiatry and Addiction Medicine. Experience in grant writing/planning, conflict resolution and management, IT, public speaking, strategic planning, recruitment.	2 Years
2. Brent Boyd	Health Care Administrator	CEO of Key Medical Group and Tulare and Kings Foundation for Medical Care. Experience in grant writing to state Public Health Department. Industry connections in IT, public relations, medical operations and strategic planning. Experience in organizing summary reports and presentations for boards.	3 Years
3. Teresa Ramos	Non-Profit Community Organizations	Community Outreach Director of ProYouth. Experience in strategic planning, problem solving, critical thinking, active listening, motivational interviewing, and decision making. Past Board of Director for KDHC. Read for Life board member. VUSD Hispanic Community Advisory. United Women's Organization.	3 Years
4. Prabjot Kaur	Financial Institution / Banking	Vice President/Branch Manager for Union Bank. Highly involved in the community: Ambassador for Tulare Kings Hispanic Chamber, Secretary for Indian Women's Association, Chairperson for Score, Sheriff's Spot Committee, and volunteer for Visalia Unified School District.	3 Years
5. Carol Cairns	City Government & Non-Profit Community Organization	Non-profit board president for The Creative Center. Retired Assistant City Manager, City of Visalia.	2 Years
Recommended Patient Board Members			
Name	Area of Expertise	Skillset / Community Involvement	Recommended Term
6. Andrea Juarez	Student	Patient of Family Medicine Center. Serve as the department head for the greeters Ministry at West Coast Believers Center. Stay at home mother and full time Student at Fresno Pacific University. Advocate for others in need.	2 Years
7. Tommy Juarez	Recovery Center	Patient of Family Medicine Center. Works at a recovery home as an intern. Full time student at College of the Sequoias.	1 Year
8. Orlando Renteria	Community Organizer / Retired Law Enforcement	Patient of Family Medicine Center. Retired Law Enforcement. Works with recovery and rehab services. Volunteers for feeding the homeless programs, furnishing clothing, helping adults transition back into society.	2 Years
9. Lester Costa	College Professor	Patient of the Urgent Care Center. Paramedic Program Director at West Hills College. Experience of 26 years in EMS in Tulare, Kings and Fresno Counties and 17 Years of management in ambulance company. Involved in several committees both at the state and local levels. Involved in the Emergency Medical Services Operations Committee (EMSOC) in Fresno and the Tulare County Emergency Medical Care Committee (EMCC).	3 Years
10. Cynthia Neal	Church Volunteer	Patient of the Chronic Disease Management Center. Retired from Jostens. Active in community ministries with her church.	1 Year
11. Gary Rhoden	Public Service Tulare County Fire Department / Retired	Patient of the Chronic Disease Management Center. Retired from Tulare County Fire Department. Experience in urban and regional planning and development as related to fire and life safety code enforcement. Supervised the Fire Inspection Program.	1 Year

CO-APPLICANT AGREEMENT

By and Between

**SEQUOIA HEALTH AND WELLNESS CENTERS,
A California Nonprofit Public Benefit Corporation**

and

**KAWEAH DELTA HEALTH CARE DISTRICT,
A California Health Care District**

April 3, 2019

CO-APPLICANT AGREEMENT

THIS CO-APPLICANT AGREEMENT (the "**Agreement**") is entered into as of April 3, 2019 (the "**Effective Date**"), by and between KAWEAH DELTA HEALTH CARE DISTRICT, a California health care district ("**District**") and SEQUOIA HEALTH AND WELLNESS CENTERS, a California nonprofit, public benefit corporation ("**Sequoia**"). District and Sequoia shall be collectively referred to herein as the "Parties" and individually as a "Party". This Agreement is made with reference to the following facts:

RECITALS

A. "Kaweah Delta Health Care District" is a California health care district formed under The Local Health Care District Law as set forth in Section 32000, et seq., of the California Health & Safety Code ("**District Law**"), and that has its principal place of business at 400 W. Mineral King Avenue, Visalia, California 93291; and

B. "Sequoia Health and Wellness Centers" is a California nonprofit public benefit corporation, that was established by the District, and that has its administrative office at principal place of business at 1633 S. Court St., Visalia, CA 93277; and

C. The United States Department of Health and Human Services' Health Resources and Services Administration ("**HRSA**") administers the Health Center program established under Section 330 of the Public Health Services Act ("**Section 330**"), in addition to certifying Federally Qualified Health Centers ("**FQHCs**") as described in in 42 U.S.C. §§ 1395x(aa)(4) and 1396d(l)(2)(B) of the Medicare and Medicaid programs, respectively; and

D. District believes that it can better address the health care needs of the medically underserved through its participation in the Section 330 program with respect to certain health center sites (collectively referred to as "**Health Center**"), and that the District's participation in the Section 330 program requires it to comply with the statutes, regulations and policies administered by HRSA including but not limited to 42 U.S.C. § 254b, 42 C.F.R. §§ 51c.101 – 51c.507, 2 C.F.R. Part 200, 45 C.F.R. Part 75, the HRSA "Health Center Program Compliance Manual" (Rev. 8/20/18), and the United States Department of Health and Human Services ("**DHHS**") "HHS Grants Policy Statement" ("**Applicable Law**"); and

E. District is authorized under the Local Health Care District Law to, among other things, establish, maintain, and operate, or provide assistance in the operation of, one or more health facilities or health services, including, but not limited to, outpatient programs, services, and facilities; retirement programs, services, and facilities; chemical dependency programs, services, and facilities; or other health care programs, services, and facilities and activities at any location within or without the District for the benefit of the District and the people served by the District.

F. In order to establish a user-majority governing board that is representative of the patient population being served by the Health Center and which assumes specified responsibility as to the Health Center, consistent with Applicable Law, the Parties wish to enter into a co-applicant arrangement identifying the roles and responsibilities of District and Sequoia, and to further describe areas of shared responsibility; and

G. For the mutual benefit of the Parties and the residents of the Health Center's service area, Sequoia and the District wish to enter an agreement setting forth their rights and obligations with respect to the co-applicant board, consistent with HRSA requirements.

NOW, THEREFORE, the District and Sequoia agree as follows:

A. Establishment of Co-Applicant Board.

This Co-Applicant agreement is required by HRSA, and is intended by the Parties, to describe the delegation of authority and define roles, responsibilities, and authorities, including any shared roles and responsibilities in carrying out applicable governance functions relating to the Health Center. The District has incorporated Sequoia as a nonprofit, public benefit corporation for purposes of Sequoia's operation of the Health Center as a Co-Applicant, as that term is utilized by HRSA in connection with its administration of the Section 330 health center program, in accordance with the terms of this Agreement.

B. Sequoia's Health Center Board Composition.

1. Sequoia's health center governing board ("**Health Center Board**") shall consist of at least 9 and no more than 25 members. The specific number shall be set forth in Sequoia's corporate bylaws ("**Bylaws**").
2. The majority (at least 51 percent) of the Health Center Board members must be patients served by the health center. These health center patient board members must, as a group, represent the individuals who are served by the health center in terms of demographic factors, such as race, ethnicity, and gender. To the extent that the Health Center has filed a HRSA Uniform Data System ("**UDS**") report, the demographic factors shall be consistent with those set forth in the UDS report.
3. A "patient" of the Health Center shall be as such term is defined by HRSA. The term "patient" is currently defined by HRSA as an individual who has received at least one service in the past 24 months from the Health Center that generated a Health Center visit, where both the service and the site where the service was received are within the HRSA-approved scope of project. A legal guardian of a patient who is a dependent child or adult, a person who has legal authority to make health care decisions on behalf of a patient, or a legal sponsor of an immigrant patient may also be considered a patient of the health center for purposes of Health Center Board representation.
4. The initial patient-appointees to the Health Center Board shall be patients meeting this definition as to services and sites for which HRSA approval is being sought. Non-patient Health Center Board members must be representative of the community served by the health center and must be selected for their expertise in relevant subject areas, such as community affairs, local government, finance and banking, legal affairs, trade unions, and other commercial and industrial concerns, or social service agencies within the community.
5. Of the non-patient Health Center Board members, no more than one-half may derive more than 10 percent of their annual income from the health care industry. The Health Center Board shall determine, within its policies, how to define "health care industry" for purposes of board composition and how to determine the percentage of annual income of each non-patient board member derived from the health care industry.
6. A Health Center Board member may not be an employee of Sequoia or the District, or spouse or child, parent, brother or sister by blood or marriage of such an employee. An "employee" shall include an individual who would be considered a "common-law employee" or "statutory employee" according to the Internal

Revenue Service criteria, as well as an individual who would be considered an employee for state or local law purposes.

7. The Project Director, as such term is utilized in the Applicable Law, shall be the Chief Executive Officer (“**CEO**”); the CEO or his/her designee shall serve as a non-voting, ex-officio member of the Health Center Board.
8. The initial voting members of the Health Center Board shall be nominated and appointed by the District. Upon the expiration of the initial term of such directors, or earlier resignation, termination or removal from the Health Center Board, members shall be nominated and approved in accordance with the Bylaws.
9. The Bylaws shall prescribe the process for selection and removal of all Health Center Board members. This selection process shall ensure that the Health Center Board is representative of the health center patient population as described above and consistent with the Applicable Law.

C. Sequoia’s Health Center Board’s Authority and Obligations.

As described in the Bylaws, the Health Center Board provides community-based governance and oversight of the District’s Health Center, and shall have authority and responsibility for the following activities:

1. Frequency of Board Meetings: The Health Center Board shall hold meetings no less frequently than once per month and shall ensure that a quorum is present to ensure the Board has the ability to exercise its required authorities and functions.
2. Chief Executive Officer. The Health Center Board shall have final authority to select, approve, remove, and evaluate Sequoia's CEO, as described in Sections D and E(2) – E(3) of this Agreement;
3. Adoption of Policies. The Health Center Board shall establish or adopt policies for Sequoia’s conduct of its participation in the Section 330 program (“**Project**”) and shall update these policies when needed. These policies shall include: (i) hours of operation; (ii) health care services provided; (iii) quality-of-care audit procedures; (iv) credentialing and privileging of licensed and certified Project staff; (v) patient satisfaction evaluation and grievance resolution; (vi) sliding fee scale; (vii) Billing and Collections; (viii) Contracting and Purchasing; (ix) in the event of relocation or redevelopment of the physical plant, the locations of the Health Center sites; and (x) any other policy required by HRSA.
4. Approval of the Annual Budgets. The Health Center Board shall approve, and evaluate at least once every three years, and more frequently as needed, approved updates to policies that support financial management, accounting systems and personnel policies of Sequoia. However, the District shall have and retain the authority to adopt and approve such policies. The Health Center Board shall have final authority to approve Sequoia’s annual operating and capital budget, which shall be prepared by the CEO and shall be preliminarily approved by the District.
5. Financial Management Protocol. Subject to, and consistent with Sections C(3) and C(4) of this Agreement, the Health Center Board shall consult with the District in establishing a written protocol regarding the adoption and periodic updating of policies for the financial management practices of the Project (including a system to assure accountability for the Project’s resources, provision of an annual audit, long-range financial planning, billing and collection policies, and accounting procedures).

6. Evaluation of the Project's Activities and Achievements. On at least an annual basis, the Health Center Board, in conjunction with the District, shall conduct an evaluation of Sequoia's activities and achievements and recommend, as necessary, revision of Sequoia's goals, objectives and strategic plan with respect to the Project.
7. Approval of Applications. The Health Center Board, in conjunction with the District, shall approve applications for annual FQHC recertification, annual Section 330 grants (as applicable), and other grant funds for the Project.
8. Compliance. The Health Center Board, in conjunction with the District, shall assure the Project's compliance with applicable federal, state and local laws, regulations and policies. The District shall provide the Health Center Board with periodic reports regarding the Health Center's legal and regulatory compliance program. On at least an annual basis, the Health Center Board shall evaluate the Project's compliance activities and recommend, as necessary, the revision, restructuring, or updating of the compliance program by the District.
9. Quality Management. The Health Center Board shall evaluate the quality management programs developed and recommended by Sequoia's staff and approved by the District in accordance with Section F(5)(e). The Health Center Board shall be integrated into the District's quality management activities related to the Project and shall review and approve the Project's annual Quality Improvement Plan, including audits and state quality management reporting requirements. Quality management reports shall be shared on a quarterly basis between the Health Center Board and the District representatives responsible for quality management matters at the Project.
10. Evaluation of the Health Center Board. On at least an annual basis, the Health Center Board shall evaluate its compliance with the governance requirements and report its findings and any recommendations for corrective action to the District. Also, on at least an annual basis, the Health Center Board shall evaluate itself and its actions for effectiveness, efficiency and compliance with the authorities set forth in this Agreement consistent with the requirements of Section 330.

D. Duties and Evaluation of the Chief Executive Officer.

1. Chief Executive Officer. The CEO shall be an employee of the District and shall, on behalf of the District, coordinate with the Health Center Board to meet the obligations under this Agreement.
2. Duties. The CEO shall have responsibility for the general care, management, supervision, and direction of the Project's affairs, consistent with the priorities and policies established by the Health Center Board and by HRSA, with respect to the obligations of a Project Officer. The CEO shall report directly to the Health Center Board and shall act in accordance with the best interests of Sequoia, regardless of and notwithstanding any employment arrangement between the CEO and the District. The CEO shall have the authority to select, supervise, and discharge all Project personnel in accordance with the laws, collective bargaining agreements, if any, and personnel policies applicable to the District and/or Sequoia (as reviewed and approved by the Health Center Board in accordance with Section C(3)). The CEO shall also have the authority to monitor and coordinate all contracts for goods and services as required for the operation of the Project, subject to the laws and policies applicable to the District's and Sequoia's procurement and purchasing, the

budget approved by the Health Center Board for the Project, and the laws and policies applicable to the District's and Sequoia's administration of contracts.

3. Evaluation. The Health Center Board shall review the CEO's performance annually based on performance evaluation criteria approved by the Health Center Board. The review shall be coordinated and conducted by a subcommittee of the Health Center Board. The report of the annual review shall be submitted to the full Health Center Board, and to the District.

E. Selection, Approval, and Removal of Chief Executive Officer.

1. Recruitment of Chief Executive Officer.
 - a. In the event of a vacancy in the office of the CEO, including any vacancy arising from the expiration or other termination of District's employment arrangement with the CEO, the District may present the Health Center Board with qualified employees or contractors from the District that are already employed by the District at the time the CEO position becomes available; and/or
 - b. A search outside of the District may be conducted for a CEO according to the District's personnel policies.
 - c. If the District conducts interviews, at least one representative of the Health Center Board must participate in the preliminary interviews and evaluation of candidates for the CEO's position in accordance with the District's personnel policies and procedures.
2. Selection and Approval. The Health Center Board shall have sole authority to select and approve the CEO from the qualified candidates presented by the District at the conclusion of the search process.
3. Removal. Any recommendation for the removal of the CEO shall be presented to the full Health Center Board for approval. Such removal shall not constitute a termination of employment by the District. Any removal of the CEO shall be determined solely in accordance with the terms of any relevant employment agreement and/or policies applicable to District's employment of the CEO.

F. Role of the District

1. The District as a Public Agency. In accordance with federal requirements, the District and Sequoia, recognize that the District as a public agency is constrained by law in the delegation of certain government functions to other entities, and is permitted to retain authority over general policies. Therefore, the District as a public agency with an approved co-applicant board arrangement does not need further justification to retain authority for the establishment of the following types of general policies:
 - a. Fiscal Policies.
 - i. Internal control procedures to ensure sound financial management procedures.
 - ii. Purchasing policies and standards.
 - b. Personnel Policies.
 - i. Employee selection, performance review/evaluations, and dismissal procedures.
 - ii. Employee compensation, including wage and salary scales and benefit packages.

- iii. Position descriptions and classification.
 - iv. Employee grievance procedures.
 - v. Equal opportunity practices.
2. Notwithstanding the terms of this Agreement or the Bylaws of Sequoia and subject to the authorities shared with the Health Center, neither Party shall take any action inconsistent with the District's authority to manage:
- a. Fiscal Controls.
 - i. The District shall develop and shall provide preliminary recommendations for the annual operating and capital budgets of Sequoia. The District shall recommend such budgets to the Health Center Board for review and final approval. In the event that the Health Center Board does not approve the recommended budget, the District and the Health Center Board shall meet and confer to develop an appropriate budget that is satisfactory to both. If the District and the Health Center Board fail to develop a mutually agreed upon budget within thirty (30) days of the initial review, then the dispute shall be resolved in accordance with Section J(5) below. Subject to the requirements for adoption and approval of a public agency budget, the Health Center Board shall have final authority to approve the annual operating and capital budgets of the Health Center.
 - ii. The District shall spend funds that are consistent with Sequoia's approved budget. The Parties shall not materially deviate from the adopted budget except that the District, as manager of the Health Center, may modify planned fiscal activities if there is a reduction in available resources (e.g., decreased levels of reimbursement, diminished revenues, or adverse labor events). The District shall immediately notify the Health Center Board of any budgetary change that would materially modify the scope of the Project, and shall seek the necessary approvals of such changes.
 - iii. The District shall be solely responsible for the management of the financial affairs of Sequoia, including capital and operational borrowing.
 - iv. The District shall have sole authority to develop and implement financial policies and controls related to Sequoia, in consultation with it, as set forth in this Agreement.
 - v. All funds received for services provided and all income otherwise generated by Sequoia, including fees, premiums, third-party reimbursements and other state and local operational funding, and Section 330 grant funds ("Project Income"), as well as all Project Income greater than the amount budgeted ("Excess Project Income"), shall be under the control of the District. All Project Income and Excess Project Income shall be used to further the goals of the federally approved Project and consistent with the policies and priorities established by the Health Center Board.
 - vi. The District shall have sole authority to receive, manage, allocate, and disburse, as applicable, revenues necessary for the operation of the Health Center, consistent with this Agreement.

3. Funding From Governmental and Charitable Sources. Neither Party shall take any action that would negatively impact the District's funding from federal, state, or local sources or financial support from foundations or other charitable organizations.

4. Employer-Employee Relations.

Subject to the limitation of Section C(2) of this Agreement regarding the selection, evaluation, approval and removal of Sequoia's CEO, the District shall have sole authority over employment matters and development and approval of personnel policies and procedures, including but not limited to, the selection, discipline and dismissal, salary and benefit scales, employee grievance procedures and processes, equal employment opportunity practices, collective bargaining agreements, labor disputes and other labor and human resources issues, as well as agreements for the provision of staff who are employees of other agencies or organizations. Consistent with this Agreement, the Health Center shall ratify and adopt the personnel policies and procedures developed and approved by the District.

5. Operational Responsibilities. Subject to the governance responsibilities exercised by the Health Center Board, and Sequoia's CEO, the District shall conduct the day-to-day operations of the Health Center. Such operational responsibilities shall include but not be limited to:

- a. Applying for and maintaining all licenses, permits, certifications, accreditations and approvals necessary for the operation of the Health Center.
- b. Credentialing and privileging of providers.
- c. Receiving, managing, and disbursing, as applicable, revenues of the Health Center consistent with the approved budget for the Health Center. The District shall not be required to disburse funds for any expenditure not authorized by the approved budget.
- d. Subject to the limitations set forth in this Agreement, employing or contracting personnel to perform all clinical, managerial, and administrative services necessary to assure the provision of high-quality healthcare services to the Health Center's patients.
- e. Establishing ongoing quality management programs that include clinical services and management, are overseen by Sequoia's medical director(s), and maintaining the confidentiality of records, per 42 U.S.C. § 254b(k)(3)(C) and 42 C.F.R. § 51c.303(c)(1)-(2).
- f. Subject to the limitations set forth in this Agreement, managing and evaluating all Health Center staff and, if necessary, disciplining, terminating or removing such staff pursuant to the District's personnel policies and processes.
- g. Preparing and submitting cost reports, supporting data, and other materials required in connection with reimbursement under Medicare, Medicaid, and other third-party payment contracts and programs.
- h. Providing for the annual audit of the Health Center, which shall be undertaken in consultation with the Health Center in accordance with this

Agreement, consistent with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 C.F.R. Part 75), to determine, at a minimum, the fiscal integrity of financial transactions and reports and compliance with Section 330 requirements and the fiscal policies of the District. The Health Center Board shall review and accept the annual health center audit, and shall ensure that any appropriate follow-up actions are taken.

- i. Preparing monthly financial reports, which shall be submitted to the Health Center Board, and managing financial matters related to the operation of the Health Center.
- j. Developing and managing internal control systems, in consultation with the Health Center Board as set forth in this Agreement (as applicable), in accordance with sound management procedures and Section 330 that provide for:
 - i. eligibility determinations;
 - ii. development, preparation, and safekeeping of records and books of account relating to the business and financial affairs of the Health Center;
 - iii. separate maintenance of the Health Center's business and financial records from other records related to the finances of the District so as to ensure that funds of the Health Center may be properly allocated;
 - iv. accounting procedures and financial controls in accordance with generally accepted accounting principles;
 - v. billing and collection of payments for services rendered to individuals who are: (1) eligible for federal, state or local public assistance; (2) eligible for payment by private third-party payors and (3) underinsured or uninsured and whose earnings fit the low-income criteria;
 - vi. compliance with the terms and conditions of the Section 330 Grantee designation, as applicable.
 - vii. Unless otherwise stated in this Agreement, establishment of the Health Center's operational, management, and patient care policies.
 - viii. Establishing ongoing quality improvement and compliance programs.
 - ix. Ensuring the effective and efficient operation of the Health Center.

G. Health Center Liaison Committee

1. Duties. The Health Center Liaison Committee ("**HCLC**") shall be an advisory committee which shall meet as needed by the parties to facilitate the cooperative relationship between the District and Sequoia as joint operators of the Health Center, and shall provide a mechanism to further the Parties' common goal of providing quality health care services, and to ensure allocation of authorities in a manner consistent with the Applicable Law. Subject to Sections C and F of this Agreement, the duties of the HCLC shall include but not be limited to:
 - a. Developing and recommending to the District the Health Center's policies

regarding fees, sliding scale fee eligibility, and the privileging and credentialing of licensed health care professionals;

- b. Developing criteria for removal of the CEO in accordance with Section E of this Agreement; and
 - c. Reviewing and making recommendations to the Health Center Board regarding approval of applications for annual FQHC Look-Alike recertification, annual Section 330 grants (as applicable), and other grant funds for the Health Center.
 - d. Under no event may the HCLC supersede any of the Health Center Board's authorities, as described in Section C or as otherwise required to be exercised exclusively by the Health Center Board under the Applicable Law.
2. Composition. The Liaison Committee shall be comprised of two (2) representatives of the Health Center Board and three (3) representatives of District. In the event that a representative of either Party is unable to attend a HCLC Committee meeting, or is disqualified by virtue of a personal interest, the respective Party will be required to nominate a suitable replacement who will be vested with full voting rights. Any impasse in decision-making shall be resolved by dispute resolution and mediation, in accordance with Section J(5).

H. Mutual Obligations

1. Compliance with Laws and Regulations. The Parties shall have a mutual commitment and responsibility to work together to ensure that Sequoia provides care in compliance with all applicable federal, state and local laws, policies and regulations.
2. Financial Responsibility. Each Party agrees not to undertake expenditures in excess of the authorized budget and the available resources and to recognize the District's responsibility with respect to the Fiscal Controls and related financial matters described in this Agreement.
3. Expenses of Parties. The expenses of the District and Sequoia incurred in carrying out its respective obligations for governance and operation of the Project pursuant to this Agreement shall be considered expenses incurred on behalf of Sequoia in furtherance of the Project and thus shall be reimbursed in accordance with applicable program requirements and the fiscal policies of the District.
4. Record Keeping and Reporting.
 - a. Record Keeping. Each Party shall maintain records, reports, supporting documents and all other relevant books, papers and other documents to enable the Parties to meet all Section 330-related reporting requirements. Records shall be maintained for a period of ten (10) years from the date this Agreement expires or is terminated, unless state and/or federal law requires that records be maintained for a period greater than the ten (10) year period specified herein ("the Retention Period"). If an audit, litigation, or other action involving the records is started before the end of the retention period, the Parties agree to maintain the records until the end of the Retention Period or until the audit, litigation, or other action is completed, whichever is later. The Parties shall make available to each other, DHHS and the Comptroller General of the United States, the California Department of Health Care Services, the Office of the Comptroller of the State of California or any of their duly authorized

representatives, upon appropriate notice, such records, reports, books, documents, and papers as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to each Party's personnel for purposes of interview and discussion related to such documents.

- b. Confidentiality. Subject to the District's obligations, if any, to make public its records in accordance with applicable law, the Parties agree that all information, records, data, and data elements collected and maintained for the administration of this Agreement (in any form, including, but not limited to; written, oral, or contained on video tapes, audio tapes, computer diskettes or other storage devices) shall be treated as confidential and proprietary information. Accordingly, each Party shall take all reasonable precautions to protect such information from unauthorized disclosure; however, nothing contained herein shall be construed to prohibit any authorized Federal or other appropriate official from obtaining, reviewing, and auditing any information, record, data, and data element to which he/she is lawfully entitled. The Parties (and their directors, officers, employees, agents, and contractors) shall maintain the privacy and confidentiality of all protected health information ("PHI") of the patients receiving care provided by the Health Center, in accordance with all applicable state and federal laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act ("**HIPAA**") and the California Confidentiality of Medical Information Act ("**CMIA**").
- c. Medical Records. The Parties agree that the District, as the operator of the Health Center, shall retain ownership of medical records established and maintained relating to diagnosis and treatment of patients served by the Health Center.
- d. Insurance. The District shall maintain Professional Liability Insurance, Workers' Compensation Insurance, and General Liability and Property Damage Insurance and/or self-insurance to cover Health Center activities. Such insurance may include deemed coverage under the Federal Tort Claims Act (42 U.S.C. § 233) to the extent applicable. This Section shall survive the termination of this Agreement without regard to the cause for termination.
- e. Ownership of Property Acquired with Grant Funds. The provisions of 45 C.F.R. § 75.316, et seq., apply to tangible property acquired under this Agreement. The Parties agree that the District shall be the titleholder to all property purchased with grant funds as the non-Federal entity, within the meaning of 45 C.F.R. § 75.2.
- f. Copyrightable Material. Consistent with the requirements and limitations described in 45 C.F.R. 75.322, District shall have a copyright for any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The HHS awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

I. Governing Law.

1. Applicable Laws, Regulations, and Policies. This Agreement shall be governed

and construed in accordance with applicable Federal laws, regulations, and policies, including but not limited to the Applicable Law, as defined herein. In addition, each Party covenants to comply with all applicable laws, regulations, ordinances, and policies of the State of California and all local governments in the performance of the Agreement, including all licensing standards and applicable accreditation standards, if any.

2. New HRSA Directives. Sequoia's CEO shall submit promptly to each Party any directives or policies that are received from HRSA after execution of this Agreement and are pertinent to applicable Section 330 grants, and the Parties shall comply with such additional directives/policies, as they become applicable.
3. Non-Discrimination. By signing this Agreement, Sequoia agrees to comply with the District's Equal Employment Opportunity Non-Discrimination Policy and all related personnel policies as well as all related federal requirements, including but not limited to those specified in 2 C.F.R. Part 200, Appendix II.
4. Term. This Agreement shall commence upon execution by the Parties, and shall remain in effect while either (i) one or more of the Health Center sites have been qualified by HRSA as an FQHC; or (2) the District has received a Section 330 grant award, where in either circumstance, Sequoia is the District's Co-Applicant, unless termination occurs at an earlier date in accordance with the terms of Section J of this Agreement.

J. Termination.

1. Reporting. Termination of this Agreement will be reported to HRSA within ten (10) days, or such earlier time as required by the Applicable Law. The Parties shall collaborate to minimize any risk that a termination under this Section will negatively impact either Party's compliance with the requirements of Section 330 or the FQHC status of any Health Center site.
2. For Cause Termination. Either Party may terminate this Agreement "for cause" in the event that the other Party fails to meet its material obligations under this Agreement. Such "for cause" termination shall require ninety (90) days' prior written notice of intent to terminate during which period the Party that has allegedly failed to meet its material obligations may cure such failure or demonstrate that no such failure has occurred. Any dispute between the Parties regarding whether a breach of a material obligation has occurred, or that such a breach has been satisfactorily cured, will be resolved in accordance with this Agreement.
3. Termination by Mutual Agreement. This Agreement may be terminated upon the mutual approval of the Parties in writing provided there is HRSA approval to terminate.
4. Termination Contingent upon HRSA Approval. With the exception of a termination for cause arising from the voluntary or involuntary loss of one or more Health Center site's FQHC designation (or its Section 330 grant), either Party may terminate this agreement on one hundred twenty (120) days' prior written notice; however, such termination shall not become effective unless and until HRSA issues its written approval of such termination.
5. Dispute Resolution and Mediation. The Parties shall first attempt to resolve any dispute or impasse in decision-making arising under or relating to this Agreement by informal discussions between the District, the Chairperson of the governing board of Sequoia and the CEO. Any dispute or impasse not resolved within a reasonable time following such discussions (not to exceed thirty (30) days) shall be submitted to mediation by an experienced mediator, acceptable to both parties,

who is on the panel of mediators for the Tulare County Superior Court. If the Parties are unable to resolve the dispute through mediation, either Party may pursue any remedy available at law.

K. General Provisions.

1. Notices. All notices permitted or required by this Agreement shall be deemed given when made in writing and delivered personally, sent by email, or deposited in the United States Mail, first class postage prepaid, Certified and Return Receipt Requested, addressed to the other Party at the appropriate address set forth below or such other addresses as the Party may designate in writing:

For Health Center: Chief Executive Officer
1633 South Court Street
Visalia, CA 93277

For the District: Chief Executive Officer
400 West Mineral King Avenue
Visalia, CA 93291

2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on both of the Parties hereto.
3. Time is of the Essence. Time is of the essence for each provision of this Agreement and each performance called for in this Agreement.
4. Entire Agreement. This Agreement, the Exhibits and Schedules, if any, and the documents referred to herein contain the entire understanding between the Parties with respect to the transactions contemplated hereby and supersede all prior contemporaneous agreements, understandings, representations and statements, oral or written between the Parties on the subject matter hereof, which shall be of no further force or effect.
5. Headings. The section and other headings contained in this Agreement and in the Exhibits and Schedules to this Agreement, if any, are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the Exhibits and Schedules hereto.
6. No Waiver. Any term, covenant or condition of this Agreement may be waived at any time by the Party which is entitled to the benefit thereof but only by a written notice signed by the Party waiving such term or condition. The subsequent acceptance of performance hereunder by a Party shall not be deemed to be a waiver of any preceding breach by the other Party of any term, covenant or condition of this Agreement, other than the failure of such Party to perform the particular duties so accepted, regardless of such Party's knowledge of such preceding breach at the time of acceptance of such performance. The waiver of any term, covenant or condition shall not be construed as a waiver of any other term, covenant or condition of this Agreement. The rights and remedies set forth in this Agreement shall be in addition to any other rights or remedies that may be granted by law.
7. Amendment of Agreement. This Agreement may not be amended, supplemented

or modified except by a written instrument duly executed by District and Sequoia.

8. Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any Party or circumstance shall be held to be invalid or unenforceable to any extent in any jurisdiction, then the remainder of this Agreement and the application of such term, provision, condition or covenant in any other jurisdiction or to persons or circumstances other than those as to whom or which it is held to be invalid or unenforceable, shall not be affected thereby, and each term, provision, condition and covenant of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
9. Exhibits and Schedules. The Exhibits and Schedules attached to this Agreement, if any, shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.
10. Fair Meaning. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto.
11. Rules of Construction. Except as otherwise specifically provided in this Agreement, the singular of any term shall include the plural, and vice versa, the use of any term shall be equally applicable to any gender, "or" shall not be exclusive, and "including" shall not be limiting. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits and Schedules hereto, as the same may from time to time be amended, modified or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Any reference to a "Section," "Exhibit," or "Schedule" shall refer to the relevant Section of, or Exhibit or Schedule to, this Agreement, unless specifically indicated to the contrary.
12. No Third-Party Beneficiary. None of the provisions herein contained are intended by the Parties, nor shall they be deemed, to confer any benefit on any person not a Party to this Agreement.
13. Anti-Kickback Laws. Nothing in this agreement or in any other written or oral agreement between District and Sequoia, nor any consideration offered or paid in connection with this agreement, contemplates or requires the admission or referral of any patient to District or Sequoia.
14. Changes in Laws. In the event there are any material changes in federal, state or local laws, rules or regulations or the interpretation or application thereof, including the laws, rules or regulations applicable to Medicare, Medi-Cal, FQHCs or other governmental health care programs, which may have a material impact on the performance of this Agreement, District or Sequoia may elect to renegotiate this Agreement by giving written notice thereof to the other. In any case where such notice is provided, both Parties shall negotiate in good faith during the thirty (30)-day period after the date of the written notice in an effort to develop a revised Agreement, which, to the extent reasonably practicable, will adequately protect the interests of both Parties in light of the changes which constituted the basis for the exercise of this provision.
15. Public Health Service Act. Sequoia and District understand and acknowledge that to the extent that Health Center is qualified by HRSA as an FQHC, it shall be subject to the provisions of Section 330 of the Public Health Service Act and implementing regulations, and any provision required to be in this Agreement by either of the above shall bind the Parties whether or not provided in this Agreement. Nothing in this Agreement shall prohibit or interfere with requirements imposed upon District and Sequoia by the Public Health Service Act and

regulations. Notwithstanding the foregoing, if any such requirements materially affect the financial and other understandings between the Parties as set forth in this Agreement, the Parties shall attempt in good faith to amend this Agreement to give effect to the Parties' intentions and if no suitable compromise can be reached, either Party may terminate this Agreement for cause pursuant to Section J(2).

IN WITNESS WHEREOF, the Parties hereto have executed this Co-Applicant Agreement as of the date first above written.

KAWEAH DELTA HEALTH CARE DISTRICT, A
California Health Care District

By: _____

Its: _____

Date: _____

Address: 400 W. Mineral King Ave.
Visalia, CA 93291

SEQUOIA HEALTH AND WELLNESS CENTERS, A
California Nonprofit Public Benefit Corporation

By: _____

Its: _____

Date: _____

Address: 1633 South Court Street
Visalia, CA 93277

**SEQUOIA HEALTH AND WELNESS CENTERS
JOB DESCRIPTION**

POSITION: CHIEF EXECUTIVE OFFICER
REPORTS TO: BOARD OF DIRECTORS
FLSA STATUS: EXEMPT

JOB SUMMARY

The Chief Executive Officer has broad responsibilities for managing and directing the (CLINIC) organization under the direction of the Board of Directors. The CEO proactively plans, directs, coordinates and reports on all activities of (CLINIC). Oversees the development of policies and procedures, short-term and long-range strategic plans and business opportunities. The CEO may execute on behalf of the corporation, all instruments requiring such execution unless directed otherwise by the Management Committee or Board of Directors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Provides direction and leadership in order to achieve the organization's philosophy, mission and strategy.
- Establishes current and long-range objectives, plans and policies, subject to approval by the Board of Directors.
- Serves as advocate/spokesperson for the organization both internally and externally with regard to philosophy, values, mission, and goals.
- Oversees day to day operating decisions made by others in the organization.
- Demonstrates commitment and accountability. Leads by example and strives for optimal performance of Senior Executives and the financial services of the organization.
- Communicates frequently and effectively with staff; conducts training and educational sessions as needed; encourages group participation in continually improving operations.
- Directs the Chief Financial Officer in development of the annual operating budgets working with the Management Committee and key department and division managers in the organization.
- Directs the Compliance Officer for effective oversight of the Compliance Program
- Responsible for insuring (CLINIC)'s compliance with the Articles of Incorporation under which it was formed and operates. Reports regularly to the Management Committee and Board of Directors on status of compliance.
- Reviews operating results of the organization compares them to established objectives, and takes steps to insure that appropriate measures are taken to correct unsatisfactory results.
- Monitors and is accountable for performance against those objectives, plans and policies.
- Responsible for the review and approval of all contracts entered into by (CLINIC).
- Acts as the chief spokesperson for the organization in all public forums, with the press, media events, community groups, conference panels, etc.
- Represents (CLINIC) in public speaking engagements, conferences both locally and nationally.
- Is a non-voting member of the Board of Directors and chairs or serves as a member of various committees of the Board.

SKILLS AND KNOWLEDGE REQUIREMENTS

- Skills in Leadership, diplomacy and negotiation.
- Understanding of marketing and strategic communication approaches.
- Proven skills in building and maintaining individual and organizational partnerships to accomplish common goals.
- Outstanding oral and written communication skills and ability to make presentation that are compelling, persuasive and concise.
- Proven background in providing strategic vision and management.

EDUCATION AND EXPERIENCE

- Bachelor's Degree from a 4-year college or university.
- Masters or Doctorate Degree from an accredited college or university in healthcare administration, business administration or healthcare related post-graduate professional degree.
- Minimum of ten years experience, with increasing responsibilities in the leadership of an organization.
- Experience in strategic planning, board relations, financial management, capital and operating budgeting and fund raising.

Ryan James Gates, PharmD, CDE

EDUCATION / BOARD CERTIFICATIONS

DOCTOR OF PHARMACY

University of the Pacific, Stockton, CA, May 2004

PRIMARY CARE PHARMACY PRACTICE RESIDENCY

Veterans Affairs Hospital, San Diego, CA, July 2005

BACHELOR OF SCIENCE, ENVIRONMENTAL BIOLOGY & BOTANY MINOR

Humboldt State University, Arcata, CA, May 1998

CERTIFIED DIABETES EDUCATOR (CDE#: 21220170)

American Association of Diabetes Educators, Issue date: December 20, 2012

BOARD CERTIFIED GERIATRIC PHARMACIST (BCGP)

Commission for Certification in Geriatric Pharmacy, Issue Date: October 11, 2012 – Expired 2017

CALIFORNIA TEACHING CREDENTIAL

Humboldt State University, Arcata, CA, May 1999

WORK EXPERIENCE

VICE PRESIDENT OF CLINICAL INTEGRATION

12/2016-Present

Sequoia Integrated Health, Visalia, CA

- Oversees the development, implementation, and monitoring of patient care standards and corresponding policies and procedures as they relate to overall delivery of health care
- Provide vision and leadership in the development and implementation of the CI program
- Develop key operational components of the CI program business plan and oversees implementation
- Attend meetings of, and present to, the network development, quality management, and information technology departments
- Assist in the development of current and long-term organizational goals and objectives as well as policies and procedures for operations. Establishes quality management, utilization management, and care management policies and procedures
- Assess the need for resource allocation to the IDN, including ancillary staff, physicians, advanced practice providers, information technology, and directors or management.
- Work collaboratively with other functions such as provider relations, member services, network management, marketing, and finance
- Responsible for overseeing the development, implementation, and execution of medical management, utilization management and quality improvement programs
- Represent the organization in the community working directly with all current and prospective providers, members, and community stakeholders
- Effectively leads the clinical integration program in focus towards clinical quality and establishing clinical standards across provider practices and establishes sub-committee groups as necessary in development of improved clinical outcomes
- Holds accountability for respective operational and financial performance of clinical programs
- Leads efforts to assure alignment of physicians and advanced practitioners with the program's mission, vision, and values
- Responsible for transformation activities:
 - Change agent for clinical transformation
 - Facilitates "best practice sharing" between physicians and/or practices
 - Standardizes workflow and processes

DIRECTOR OF POPULATION HEALTH MANAGEMENT

10/2015-Present

Kaweah Delta Health Care District, Visalia, CA

- Provides direction, leadership and focus of population health management program
- Responsible for the development, implementation and management of Disease/Population Health Management leading to improved patient outcomes
- Provides leadership and oversight for seven PRIME programs (section 1115 CMS waiver) from 2015-2020 worth ~\$80 million dollars to prepare KDHCDC for risk-based alternative payment models in Medicaid with physicians, SNFs, Hospice, and Home Health agencies
- Oversees population health related change management initiatives in local market, and maintains relationships with physicians, SNFs, Hospice, and Home Health agencies
- Collaborates with Care Management and Performance Improvement departments to reach quality goals, core measures, and value-based purchasing reporting/ initiatives as well as other program activities.
- Provides oversight of the Chronic Disease Management Center
- Serves as a leader in driving clinical transformation, delivering a comprehensive inter-disciplinary approach to achieve care delivery excellence throughout the patient care continuum that measurably improves quality, creates holistic, patient centered care experiences, and reduces healthcare costs by reducing waste and optimizing the value proposition
- Ensures appropriate return on investment (ROI) of programs while developing strategic and innovative strategies for improving engagement as well as new or existing programs
- Assists in developing programs to reduce inpatient utilization and avoid readmissions
- Assists in the formulation of healthcare service utilization and cost forecasts
- Develops systems to identify high-risk patients in a population and coordinating care management activities to mitigate health and financial risks in collaboration with the Director of Care Management
- Leads the development of strategies and tactics to perform against the clinical and quality initiatives and measures outlined in the value-based purchasing and core measure initiatives

PRESIDENT/CEO

11/2010-12/2018

Frontline Pharmacy Consulting, Inc. – Bakersfield, CA

- Consult with health insurance companies and medical groups regarding formulary design, pharmacoeconomics, CMS compliance & population health management
- Serve as guest speaker at professional meetings for topics in the area of diabetes and pharmacy practice
- Provide consultative services to Medicare beneficiaries
- Participated directly in the development of Kern County's first NCQA qualified medical home which includes a Frontline clinical pharmacist with prescriptive authority for chronic disease state management
- Train and provide Frontline clinical pharmacists for Medication Therapy Management Program (MTMP)
- Supervise, set schedules and perform annual reviews of 7 clinical pharmacists

OUTPATIENT PHARMACY MANAGER

10/2014-10/2015

Kaweah Delta Health Care District, Visalia, CA

Expand, Manage and Supervise Outpatient Service Lines and its Employees:

- Home Infusion Pharmacy, Employee Pharmacy
- Outpatient Retail Pharmacy with Concierge meds-to-beds delivery
- 340B-Program including contract pharmacy arrangements
- Ambulatory Care: Advanced Practice Pharmacy Services
 - Transitions of Care Program / Collaborative Drug Therapy Management Program
- Pharmacy Benefit Design for Self-Insured Employee Benefit
- Design, implement, maintain and report on fiscal/clinical outcomes of clinical pharmacy services that generates revenue, improve patient outcomes, decrease health care costs and conserve resources

SENIOR CLINICAL PHARMACIST / RESIDENCY PROGRAM DIRECTOR

10/07-10/2014

Kern Medical Center, Bakersfield, CA

Senior Clinical Pharmacist Responsibilities:

- Design, implement, maintain and report on fiscal/clinical outcomes of clinical pharmacy services that generates revenue, improve patient outcomes, decrease health care costs and conserve resources
- Recruit, supervise, set schedules and perform annual reviews of 7 clinical pharmacists who practice throughout facility (i.e. oncology, emergency department, internal medicine, critical care, pediatrics, ambulatory care)
- Participate in committees as assigned
- Prepare and present QA reports, drug monographs, MUE's, etc. for various committees
- Prepare for, and participate in. accrediting body site visits (i.e. CMS, MERP, Joint Commission, ASHP)
- Create and review policies, order sets, etc. regarding pharmacotherapy for both inpatient and outpatient settings

- Practice as an Advanced Practice Pharmacist with prescriptive authority in the areas of Diabetes, Anticoagulation, Hypertension, Pain Management, Dyslipidemia and Pharmacotherapy
- Coordinate and expand 340-B program: facility, health plans, pharmacy and provider coordination

Residency Program Director Responsibilities:

- Coordinate all aspects of pharmacy practice resident and intern recruitment and training
- Experience preparing for and executing on-site residency accreditation by ASHP
- Provide didactic and case-based lectures to pharmacy and medicine students, residents and faculty

DIRECTOR OF PHARMACY

11/09-11/2010

GEMCare Health Plan, Bakersfield, CA

- Formulary design and maintenance
- Prior authorization/grievance review
- Development, maintenance and reporting of QA/QI programs and fiscal/clinical impact
- Ensure compliance with state and federal regulation

CLINICAL PHARMACIST

8/05-10/2007

Kern Medical Center, Bakersfield, CA

- Round with internal medicine team and make pharmacotherapeutic recommendations/interventions
- Precept internal medicine interns and pharmacy practice residents and resident research projects
- Give pharmacotherapy lectures to medical, nursing and pharmacy staff, students and residents
- Draft policies and proposals for collaborative practice clinics and P&T committee meetings
- Perform various clinical services including pharmacokinetic dosing, pain management, renal dosing
- Created, developed, managed and staffed outpatient diabetes clinic with prescribing privileges

OUTPATIENT PHARMACIST

4/04-8/2005

Kaiser-Permanente Hospital, San Diego, CA

- Verified prescriptions, counseled patients, made pharmacotherapeutic recommendations/interventions
- Supervised pharmacy technicians, interns and clerks

LOCAL & STATE HONORS/LEADERSHIP

PHARMACIST OF THE YEAR – CPhA

2015

- Highest honor bestowed to a pharmacist by the association

BOARD OF DIRECTORS - MEMBER – CSHP

2014 to 2015

- Attend quarterly Board meetings and the annual Strategic Planning meeting to guide the association and provide input to the operational plan.
- Act as liaison to regional chapters and represent CSHP to other organizations
- Attend Seminar, Legislative Day and help coordinate Regional Delegate Conference

CHAIR OF JOINT TASK FORCE ON PROFESSIONAL BILLING, CSHP/CPhA

2013 to 2014

- Chair monthly teleconferences and annual meetings to create infrastructure, policy changes and standardized procedures for reimbursement of professional services

GOVERNMENT AFFAIRS ADVISORY COMMITTEE (GAAC) MEMBER – CHSP

2014 to 2015

- Provide direction for legislative issues germane to the practice of pharmacy

CO-CHAIR OF JOINT TASK FORCE ON PROVIDER STATUS (SB493), CSHP/CPhA

2012 to 2013

- Chair monthly teleconferences and annual meetings to create strategies, draft policies and work with state assemblymen to write legislation that support the prescriptive authority of pharmacists

GERIATRIC SCHOLAR – UNIVERSITY OF CALIFORNIA LOS ANGELES

2011-2012

- Nominated by the Kern Medical Center Executive Administration to be 1 of 5 scholars to undergo 12-month traineeship in geriatrics and increase geriatric training at KMC

MEMBER OF PHARMACY AND THERAPEUTICS COMMITTEE – KERN MEDICAL CENTER

- Prepare and present reports: drug monographs, MUE's, ADR's, medication errors, policies, etc 2005-2013

MEMBER OF PHARMACY AND THERAPEUTICS COMMITTEE – KERN HEALTH SYSTEMS

- Voting member, contribute to shaping policy, formulary design, UM controls 2010-2012

- CHAIR OF PHARMACY AND THERAPEUTICS COMMITTEE – GEMCARE HEALTH PLAN** 2009-2012
- Present reports: drug monographs, MUE's, ADR's, medication errors, policies, etc
- PRECEPTOR OF THE YEAR – UNIVERSITY OF THE PACIFIC** 2010
- Nominated by the school of pharmacy graduating class of 2010
- CHAIR OF GUIDELINES COMMITTEE, DIABETES COALITION OF CALIFORNIA** 2007-2010
- Chaired committee charged with creating treatment guidelines for diabetes for California Diabetes Program and was member of the executive committee
- NEW PRACTITIONER OF THE YEAR, CPhA, Sacramento, CA** 2007
- BOARD MEMBER, ACADEMY OF PHARMACY OWNERS, CPhA, Sacramento, CA** 2005-2007
- Participated in quarterly meetings, fundraising events, membership drives and lectures
- BOARD MEMBER, CPhA, San Diego Chapter** 2005
- Participated in monthly meetings, fundraising events and membership drives
- COMMITTEE MEMBER, SUMMIT MEETING, CPhA, 1st Annual Summit Meeting** 2006
- Served on the committee that created the first Summit Meeting designed specifically for students and new practitioners
 - Served as guest lecturer at the Summit Meeting
 - Participated in fundraising, recruiting sponsors, sight selection and logistics of activities
- VOTING MEMBER, CPhA HOUSE OF DELEGATES, Annual Outlook Meeting** 2002-03, 06-08
- Served as a voting delegate for UoP, APO and AHP in the CPhA House of Delegates
 - Educated and debated with other members of CPhA to insure that the interests of my academy were protected and that our perspectives were heard
- CLASS PRESIDENT, University of the Pacific** 2003-2004
- Raised over \$10,000 to fund the various senior activities for my class
 - Created and organized 5 senior committees and delegated responsibilities for each function
 - Organized, funded and served as master of ceremonies for the 2004 Senior Class Dinner, Senior Bar-B-Q and re-instituted the long lost UoP tradition of the Senior Sneak
 - Strove to foster strong, intimate and long lasting relationships between my class mates and the faculty
 - Gave graduation speech on behalf of my class
- PRESIDENT OF PHI LAMBDA SIGMA, University of the Pacific Chapter** 2003-2004
- Nominated by peers to be chapter president
 - Represented our chapter at the PLS meeting at the APhA Annual Meeting
 - Served as Master of Ceremonies for the induction of the class of 2005 nominees
- PRESIDENT OF CHRISTIAN PHARMACY FELLOWSHIP INTERNATIONAL, UoP** 2002-2004
- Led weekly bible studies and organized and hosted seasonal parties
 - Promoted membership, fundraising and represented CPFI to the students in my chapter
- CPhA PROFESSIONAL POLICY COMMITTEE CO-CHAIR, University of the Pacific** 2002-2003
- Created UoP's first Policy Committee
 - Educated class mates on the importance of policy & how to draft policy & background statements
 - Policies we created & defended by the authors at the Mid-Year Regional Meeting

GRANTS/WAIVERS/PUBLICATIONS/POSTER PRESENTATIONS

- **PRIME (Public hospital Redesign and Incentives in Medicaid) 1115 Waiver** 2015-2020
Value: \$80 million over 5 years
Role: Program Director over 7 projects
Site: Kaweah Delta Health Care District
- **Clinical & Economic Outcomes of an Integrated Care Team Model on Targeted, High-Risk Medicare Patients with Type-2 Diabetes** 2018
Clinical Diabetes – March 28, 2018 (online ahead of print)
- **Envision 2021: Kaweah Delta's Journey in Healthcare Transformation** 2017
PRIME Annual Conference: PRIME Learning Collaborative
DHCS – Sacramento, CA
- **HRSA Grant: Primary Care Training and Enhancement Grant (\$1.25 million)** 2015-2020
Value: \$1.25 million over 5-years
Role: Program Director
Title: Integration of Family Medicine and Pharmacy residency training programs
Site: Kaweah Delta Health Care District
- **Microbial Growth in Neonatal Intravenous Fat Emulsion Administered Over 12 vs 24 hrs** 2013
Journal of Pediatric Therapeutics. 2013:Vol 18;298-302
- **Assessment of the Reversibility of Ablecet (ABLC) induced Nephrotoxicity** 2013
California Society of Health-System Pharmacists Annual Conference & Western States Conference
- **Retrospective Analysis of VTE Prophylaxis in DOU/ICU Patients who Received Enoxaparin** 2013
Western States Conference
- **Neonatal Intensive Care Unit Infection Control Study: Testing for Microbial Growth in Lipid Emulsions** 2012
California Society of Health-System Pharmacists Annual Conference & Western States Conference
- **Comparison of Clinical Outcomes of a Pharmacist-Managed Diabetes Mellitus Clinic to Standard of Care** 2012
Western States Conference
- **Mississippi Mud: Vancomycin and the Incidence of Acute Kidney Injury** 2012
Western States Conference
- **Use of U-500 Insulin in Resistant Type II Diabetic Patients in an Outpatient Setting** 2011
Western States Conference
- **Pharmacoeconomic Outcomes of a Pharmacist-Led Medication Review Program** 2011
Western States Conference
- **Clinical Outcomes of a Pharmacist-Managed Diabetes Mellitus Clinic** 2011
Western States Conference
- **Safety and Efficacy of Thrice Daily Insulin NPH in Type 2 Diabetic Patients** 2010
Western States Conference
- **Clinical and Pharmacoeconomic Outcomes of a Pharmacist-Managed DM Clinic** 2010
Western States Conference
- **Effects of an Outpatient Basal Insulin Self-Titration Form on Glycemic Control An Assessment of Patient Outcomes and Glucose Control** 2009
Western States Conference

- **Implementing an Inpatient Anticoagulation Consultation Service to Reduce Hospital Readmissions** 2008
Western States Conference
- **The Effects of a Preprinted Order Form on Epoetin Alfa Prescribing** 2008
Western States Conference
- **Implementation of a Basal and Prandial Insulin Order Form in a Teaching Hospital: An Assessment of Patient Outcomes and Glucose Control** 2007
Western States Conference
- **Therapeutic Conversion of Fosinopril to Benazepril: An Analysis of Safety and Efficacy** 2006
American Journal of Health-System Pharmacy – Volume 63, June 1, 2006:1066-1068

PRESENTATIONS

- **POPULATION HEALTH: HOPE OR HYPE FOR THE CENTRAL VALLEY** 9/2018
Golden Empire Society of Health-System Pharmacists – Night with Industry
Bakersfield, CA
- **INTEGRATING PHARMACISTS INTO THE HEALTHCARE MODEL** 9/2018
Tulare County Diabetes Symposium - *Visalia, CA*
- **DIABETES: HOW TO BE VICTOR, NOT A VICTIM** 4/2018
Prime Timers: First Presbyterian Church – *Visalia, CA*
- **ENVISION 2021: PATIENT AND PROVIDER ENGAGEMENT** 10/2017
PRIMEd Annual Conference Learning Collaborative - DHCS – *Sacramento, CA*
- **TURNING WEAKNESS INTO STRENGTH: SB493 AND THE NEW ERA OF HEALTHCARE** 4/2017
University of Kentucky – School of Pharmacy: Legislative Day - *Louisville, KY*
- **DIABETES: FRAMING THE PROBLEM AND WORKING TOWARDS SOLUTIONS** 10/2016
35th Annual Norman Sharrer Symposium - *Visalia, CA*
- **PROVIDER STATUS: OPPORTUNITIES, PROVISIONS & PAYMENT FOR SERVICES** 6/2015
CPhA Regional Legislative Day - *Clovis, CA*
- **PHARMACISTS ON THE CARE TEAM : DEMONSTRATING THE VALUE** 6/2014
PSPC Collaborative/QIO Sustainability Meeting - *Glendale and Sacramento, CA*
- **MEDICATION MANAGEMENT & PHARMACOLOGY** 6/2014
Kern County Conference on Aging - *Bakersfield, CA*
- **PREPARING TODAY FOR TOMORROW'S OPPORTUNITIES: SB 493** 3/2014
CSHP-CPhA Legislative Day - *Sacramento, CA*
- **LIFE AFTER SB 493: ACCELERATING PHARMACY INTO THE FAST LANE** 10/2013
Closing Keynote Speaker, CSHP Seminar - *Anaheim, CA*
- **TESTIMONY FOR SENATE BILL 493** 4 & 8/2013
State Senate and State Assembly Committees - State Capitol - *Sacramento, CA*
- **DIABETES MELLITUS: PATIENT EDUCATION IN 5 MINUTES OR LESS** 8/2013
Summer Core Lecture Series: Incoming Physician Residents: Kern Medical Center
Bakersfield, CA

- **TREATMENT STRATEGIES FOR DIABETES MELLITUS** 7/2013
Summer Core Lecture Series: Incoming Physician Residents: Kern Medical Center
Bakersfield, CA
- **POWER OF THE PEN: THE PHARMACOECONOMICS OF MEDICARE** 4/2013
Methodist Church: Various Senior Citizen Groups - *Bakersfield, CA*
- **POWER OF THE PEN: THE PHARMACOECONOMICS OF MEDICARE** 2/2013
Kern Medical Center/UCLA Geriatric Education Conference - *Bakersfield, CA*
- **ADVANCED PRACTICE RESIDENCY: WHAT IS IT AND WHAT TO EXPECT** 10/2012
California Society of Health System Pharmacists - *Las Vegas, NV*
- **ADVANCEMENTS IN PHARMACY PRACTICE** 6/2012
Ventegra Client Conference - *Las Vegas, NV*
- **BEYOND CME: LIFE TRANSFORMATION** 3/2012
10th Annual Leadership and Management in Geriatrics: California Geriatric Education Center
Long Beach, CA
- **PHARMACOECONOMIC OUTCOMES OF A PHARMACIST-LED MEDICATION REVIEW PROGRAM** 3/2012
CMS 2012 Medicare Prescription Drug Benefit Symposium - *Baltimore, MD*
- **PHYSICIANS CHOICE HEALTH PLAN: MEDICATION REVIEW PROGRAM** 11/2011
Physicians Choice Prospective Member Meeting/French Hospital - *San Louis Obispo, CA*
- **GEMCARE HEALTH PLAN: MEDICATION REVIEW PROGRAM** 10/2011&12
GemCare Member Town Hall Meeting/ Four Seasons - *Bakersfield, CA*
- **EXPANDING ACCESS TO DIABETES CARE:
IMPACT OF CLINICAL PHARMACISTS IN DIRECT PATIENT CARE** 9/2011
California Diabetes Program/Annual Summit Meeting - *Long Beach, CA*
- **PHARMACIST: THE OTHER WHITE COAT** 4/2011
Kern Medical Center/UCLA Academic & Community Conference- *Bakersfield, CA*
- **ELECTRONIC PRESCRIBING: EXPERIENTIAL PEARLS** 11/2009
California E-Prescribing Consortium – Cal-eRx 2nd Annual Meeting - *Los Angeles, CA*
- **INCREASING ACCESS TO CARE BY UTILIZING
CLINICAL PHARMACISTS IN DIRECT PATIENT CARE** 10/2009
California Association of Public Hospitals/Safety Net Institute –
Specialty Care Access Partnership - *Sacramento & Burbank, CA*
- **NON-TRADITIONAL RESIDENCIES: THE MOTHER OF INVENTION** 7/2008
American Society of Health-System Pharmacists – National Residency Preceptors Conference
Washington, D.C.
- **DIABETES MELLITUS: UPDATE ON TREATMENT OPTIONS** 7/2008
City of Hope 32nd Rational Therapeutics: Seminar in General Medicine - *Anaheim, CA*
- **ROLE OF INCRETIN MIMETICS** 7/2006
National Training Seminar for Merck Pharmaceutical Representatives - *San Francisco, CA*
- **FINDING, GETTING AND SURVIVING YOUR RESIDENCY** 4/2006
California Pharmacists Association – New Practitioner Summit - *San Diego, CA*
- **COX-2 INHIBITORS & TRADITIONAL NSAIDS: AN UPDATE ON
CARDIOVASCULAR & CERBROVASCULAR IMPLICATIONS** 2/2005
Veterans Affairs Hospital - *LaJolla, CA*

- **BOTULINUM TOXIN-A USE IN TREATMENT OF PRIMARY HEADACHE SYNDROMES** 9/2004
Veterans Affairs Hospital - *LaJolla, CA*
- **TREATMENT OF CHEMOTHERAPY INDUCED EMESIS** 11/2004
Veterans Affairs Hospital, - *LaJolla, CA*
- **TREATING MINOR WOUNDS WITH OTC PRODUCTS** 8/2003
Veterans Affairs Hospital - *LaJolla, CA*
- **EFFECTS OF PLANT GROWTH HORMONES ON REDWOOD STEM CUTTINGS** 5/1998
Humboldt State University - *Arcata, CA*

PHARMACY RESIDENCY EXPERIENCE

- PRIMARY CARE PHARMACY PRACTICE RESIDENCY** 7/04-6/05
Veterans Affairs Hospital, San Diego, CA
Carol Stoner, PharmD, (858)552-8585
- **Clinical Rotations:**
 - Primary Care Clinics (Diabetes, Hyperlipidemia, Anticoagulation, Renal, Neurology)
 - Oncology • Infectious Disease • Administration
 - Geriatrics • Community Practice with the My Pharmacist Project
 - **Continuing Education Lectures:**
 - COX-2 Inhibitors & Traditional NSAIDs: An Update on Cardiovascular & Cerebrovascular Implications
 - Botulinum Toxin-A use in the Treatment of Primary Headache Syndromes
 - **Inservice Lectures:**
 - Treatment of Chemotherapy Induced Emesis (CIE)
 - **Other Experiences:**
 - Served as Chief Resident
 - Created the “Residency Club” for pharmacy students to promote and guide them
 - Served on the VA’s Residency Executive Committee

CERTIFICATIONS/TRAINING

- CERTIFIED GERIATRIC PHARMACIST (CGP)** 10/2012
Commission for Certification in Geriatric Pharmacy
- LEADERSHIP AND MANAGEMENT IN GERIATRICS** 6/2011
UCLA/California Center for Geriatric Education, Los Angeles, CA
- REYNOLDS MINI FELLOWSHIP IN GERIATRICS** 2/2011
UCLA/California Center for Geriatric Education, Los Angeles, CA
- BASIC CERTIFICATION OF LIFE SUPPORT** 7/2013
Kern Medical Center, Bakersfield, CA
- DIABETES PATIENT CARE TRAINEESHIP – ASHP** 7/2007
USC/ Edward R. Roybal Comprehensive Health Center, Los Angeles, CA

PHARMACY INTERN EXPERIENCE

- PRIMARY CARE, INPATIENT CARE, INTERNAL MEDICINE** 8/03 – 5/04
Veterans Affairs Hospital, San Diego, CA
- INFECTIOUS DISEASE, PHARMACY ADMINISTRATION** 11/03-5/04
Kaiser-Permanente Hospital, San Diego, CA
- COMMUNITY PHARMACY** 11/01-9/03
Sav-On Pharmacy, Encinitas, CA
Walgreens Pharmacy, Stockton, CA
Rite-Aid Pharmacy, Modesto, CA

STUDENT LEADERSHIP EXPERIENCE

CLASS REPRESENTATIVE , University of the Pacific	2001-2002
DEAN'S LIST FOR ACADEMIC EXCELLENCE , University of the Pacific	2001
VOLUNTEER FOR AMERICAN HEART ASSOCIATION'S 'HEART WALK' , Stockton, CA	2001
PRESIDENT OF CAMPUS CRUSADE FOR CHRIST , Humboldt State University	1997-1998
TEAM CAPTAIN , Bakersfield College Wrestling Team	1995
2 TIME ACADEMIC ALL AMERICAN , Bakersfield College Wrestling Team	1993-1995
DEAN'S LIST FOR ACADEMIC EXCELLENCE , Bakersfield College	1992-1994

PROFESSIONAL AFFILIATIONS

• CALIFORNIA SOCIETY OF HEALTH-SYSTEM PHARMACISTS (CSHP)	9/03 – present
• AMERICAN SOCIETY OF HEALTH-SYSTEM PHARMACISTS (ASHP)	9/06 – present
• CALIFORNIA PHARMACISTS ASSOCIATION (CPhA)	9/01 – present
• AMERICAN SOCIETY OF CONSULTANT PHARMACISTS (ASCP)	4/08 - 2009
• AMERICAN PHARMACISTS ASSOCIATION (APhA)	9/01 – 9/06
• CHRISTIAN PHARMACISTS FELLOWSHIP INTERNATIONAL (CPFI)	9/01 – 9/05

SCHOLARSHIPS

• NACDS SCHOLARSHIP	7/03
• THOMAS J. LONG SCHOLARSHIP	7/02 & 7/03
• RITE AID CORPORATION SCHOLARSHIP	7/02
• WALGREENS SCHOLARSHIP	7/02

PHARMACY OBSERVATION/VOLUNTEER EXPERIENCE

MADIGAN ARMY HOSPITAL , Tacoma, WA	2000
• Organized and coordinated a tour of the Madigan Army Hospital for 13 UoP Pharmacy students	
• Toured the hospital and army base and had a round table discussion with army pharmacists	

WORK/TEACHING EXPERIENCE

SCIENCE TEACHER – 9TH & 10TH GRADE	8/99-6/00
Chaparral High School, Parker, CO - Mary Gill, Ed.D., Principal	
• Taught and created curriculum for Biology, Conceptual Chemistry & Conceptual Physics	
• Communicated with administration, parents and students regarding class information	
• Assessed performance/grades, planned field trips, and tutored students after school	
CREW LEADER – WILDLAND HELICOPTER FIRE FIGHTING CREW	Summers of:
Keene Flight Crew, Bureau of Land Management, Bakersfield, CA	2001, 1998
Shane Charley, Crew Superintendent (661) 871-1540	1997, 1995
COLLEGE TUTOR IN PHYSICS	8/96-3/97
Student Support Services - Tutorial Services Humboldt State University, Arcata, CA	
SUPERVISOR – JOB TRAINING PROGRAM ACT/FORESTRY TECHNICIAN	Summers of:
U.S. Forest Service, Los Padres National Forest, Frazier Park, CA	
	1994, 1991
LEAD MACHINIST - SEAFOOD PROCESSOR	Summer of:
Kodiak Salmon Packers Larsen Bay, AK	
	1996
WILDLAND FIREFIGHTER	Summers of:
Fulton Hot Shots, U.S. Forest Service, Sequoia National Forest, Glennville, CA	
	1993, 1992

MULTICULTURAL EXPERIENCE & LEADERSHIP EXPERIENCE

YOUTH MENTOR – YOUNG LIFE MINISTRIES

1999-2001

Chaparral High School, Parker, CO

- Responsible for organizing and hosting weekly meetings and giving message
- Mentored and counseled individual teenagers through close, personal relationships

YOUTH LEADER – CULTURAL EXCHANGE PROGRAM - SCANDANAVIA

Summer of:
2000

Sweden, Norway and Denmark - Chaparral High School, Parker, CO

- Lead and organized field trips and supervised 23 high school soccer players

STUDENT OF CHINESE LANGUAGE, ART & CULTURE - CHINA

Summer of:
1999

Shandong University, Jinan, Peoples Republic of China

- Studied Mandarin, Chinese language, history, art and culture

COMMUNITY OUTREACH PROJECT - PHILIPPINES

Winter of:
1997

Surigao Del Sur, Mindanao, Philippines -Tim Williams Evangelical Ministries

- Spoke at schools, colleges, prisons, government buildings and in community centers
- Trained local pastors and laymen on different pastoral and ministry skills

VACATION BIBLE STUDY LEADER - MEXICO

Summer of:
1990

Victoria, Mexico - Calvary Bible Church, Bakersfield, California

- Helped organize and run a vacation bible study for local children

REFERENCES AVAILABLE UPON REQUEST