

September 3, 2015

Mark Twain Health Care District
768 Mountain Ranch Rd
San Andreas, Ca 95249

RE: Community Service Grant

Dear Mr. Doss:

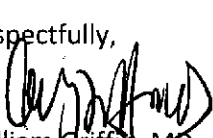
This letter serves as a memorandum of understanding between the Mark Twain Health Care District and the Mark Twain Medical Staff.

Members of the medical staff will be providing medicine sideline coverage at the Calaveras High School home football games during the 2015 football season. The sideline coverage consists of 1 medical staff member per game who will be reimbursed \$200.00 per game. There are currently 5 home games scheduled. The total cost of the season is \$1000.00.

We are pleased the Mark Twain Health Care District has agreed to fund this community service grant. Please make the check payable to the Mark Twain Medical Staff Fund in the amount of \$1000.00. The medical staff fund will in turn reimburse the medical staff members that participate in this community service.

Thank you for your generous donation and continued participation in community service projects.

Respectfully,


William Griffin, MD
Chief of Staff



**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is dated as of _____, 2015 (the “**Effective Date**”), by and between the Mark Twain Health Care District, a California public entity (“**Seller**”) and the Mark Twain Medical Center, a California corporation (“**Buyer**”). Seller and Buyer are collectively referred to herein as the “**Parties**.”

RECITALS

A. Seller is the owner of certain real property located at 590 Stanislaus Avenue, commonly known as Calaveras County APN 058-024-016, in the City of Angels Camp (the “**Property**”), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Buyer desires to purchase the Property and has agreed to pay Four Hundred Forty-Eight Thousand Dollars (\$448,000.00) (the “**Purchase Price**”) to Seller for the purchase of the Property.

C. Buyer agrees to purchase the Property, and Seller agrees to sell the Property to Buyer, subject to the terms and conditions of this Agreement.

D. As a condition of the sale of the Property, Buyer has agreed to enter into an agreement (the “**Right of First Refusal and Power of Termination Agreement**”) giving the Seller a right of first refusal to purchase the Property in the event that Buyer desires to sell the Property or lease the Property for a term of more than ten (10) years. The Right of First Refusal and Power of Termination Agreement also gives Seller the power of termination and the right to enter and retake the Property in the event that Buyer uses the Property to compete with the provision of services by Seller within the County of Calaveras.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, Seller and Buyer hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Seller agrees to sell the Property to Buyer, and Buyer hereby agrees to acquire the Property from Seller.

2.2 Purchase Price. The purchase price for the Property to be paid by Buyer to Seller (the “**Purchase Price**”) is Four Hundred Forty-Eight Thousand Dollars (\$448,000.00). The Purchase Price will be paid as set forth herein.

3. ESCROW.

3.1 Escrow Account. Seller has opened an interest-bearing escrow account (the “**Escrow**”) maintained by _____ at the address specified in Section 10.8 (the “**Escrow Holder**”), with interest accruing to the benefit of Buyer. Escrow Holder shall perform all escrow and title services in connection with this Agreement.

3.2 Opening of Escrow. Within seven (7) business days after the execution of this Agreement by Buyer, Buyer will deposit into Escrow the first installment of the Deposit as provided in Section 3.3. The date such installment is received by Escrow Holder will be deemed the “**Opening of Escrow**” and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 Buyer’s Deposit. As set forth in Section 3.2, the Buyer shall deposit Fifteen Thousand Dollars (\$15,000.00) in Escrow. Unless Buyer has delivered written notice to seller terminating this Agreement in accordance with Section 3.4 below, then upon expiration of Buyer’s Due Diligence Contingency Period, as set forth in Section 5.2(a) below, Buyer shall deposit an additional Fifteen Thousand Dollars (\$15,000.00) for a total deposit of Thirty Thousand Dollars (\$30,000.00) (the “**Deposit**”).

3.4 Satisfaction of Due Diligence Contingency. Buyer shall have the right, in its sole discretion, to determine the suitability of the Property for Buyer’s needs, and may terminate this Agreement for any reason prior to the expiration of the Due Diligence Contingency Period (as defined in Section 5.2(a) below). Buyer hereby agrees to provide written notice to Seller prior to the expiration of the Due Diligence Contingency Period if Buyer disapproves any due diligence items. Upon provision of such notice to Seller, this Agreement shall terminate, and all amounts deposited by Buyer into escrow (except the Independent Consideration as defined in Section 3.5 below), together with interest thereon, if any, will be returned to Buyer, and neither party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. If Buyer fails to notify Seller in writing of the disapproval of any due diligence items, it will be conclusively presumed that Buyer has approved all such items, matters or documents.

3.5 Independent Consideration. As independent consideration for Seller’s entering into this Agreement to sell the Property to Buyer, Buyer shall deliver the sum Buyer terminates of Ten Dollars (\$10.00) to Seller through Escrow (“**Independent Consideration**”). In the event that this Agreement in accordance with Section 3.4 above, Seller shall retain the Independent Consideration and shall refund the Deposit to Buyer; in the event that Buyer does not terminate this Agreement as aforesaid, the Independent Consideration shall be applied to the Purchase Price at Closing.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. Escrow Holder shall deliver a Preliminary Title Report for the Property (the “**Preliminary Report**”) to Buyer within ten (10) days after the Opening of Escrow. Buyer shall have until the end of the Due Diligence Contingency Period to approve the condition of title to the Property. If Buyer delivers the Approval Notice, Buyer agrees to take title to the Property subject to the following (collectively, the “**Permitted Exceptions**”): (a) standard printed exceptions in the Preliminary Report; (b) general and special real property taxes and assessments constituting a lien not yet due and payable; and (c) the Schedule B exceptions to title set forth in Exhibit B attached hereto and incorporated herein by this reference .

4.2 Environmental and Natural Hazards Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Seller to provide certain disclosures regarding natural hazards affecting the Property. Seller agrees to make all necessary disclosures required by law.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing (the “**Closing**” or “**Close of Escrow**”) will occur no later than Sixty (60) days after the Effective Date (“**Closing Date**”) or such other date that the Parties shall agree to in writing.

5.2 Buyer’s Conditions to Closing. Buyer's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or Buyer's written waiver thereof (in Buyer’s sole discretion) on or before the Closing Date:

(a) Buyer has approved the condition of the Property. Buyer will have Sixty (60) days from Opening of Escrow (the “**Due Diligence Contingency Period**”) to complete physical inspections of the Property and due diligence related to the purchase of the Property. Seller shall provide to Buyer copies of all reasonably available and known documents relating to the ownership and operation of the Property, including but not limited to plans, permits and reports (environmental, structural, mechanical, engineering and land surveys) that Seller has in its possession not later than two (2) business days following the execution and delivery of this Agreement. All physical inspections must be coordinated with Seller’s representative. Buyer hereby agrees to indemnify and hold Seller harmless for any damage to the Property caused (but not merely revealed) by Buyer’s inspections.

(b) Seller has performed all obligations to be performed by Seller pursuant to this Agreement.

(c) Seller's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(d) The Title Company is irrevocably committed to issue a CLTA Title Policy to Buyer, effective as of the Closing Date, insuring title to Buyer in the full amount of the Purchase Price.

5.3 Seller's Conditions to Closing. The Close of Escrow and Seller's obligation to sell and convey the Property to Buyer are subject to the satisfaction of the following conditions or Seller's written waiver (in Seller's sole discretion) of such conditions on or before the Closing Date:

(a) Buyer has performed all obligations to be performed by Buyer pursuant to this Agreement before Closing Date.

(b) Buyer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

(c) Buyer has executed the Right of First Refusal and Power of Termination Agreement.

5.4 Conveyance of Title. Seller will deliver marketable fee simple title to Buyer at the Closing, subject only to the Permitted Exceptions. The Property will be conveyed by Seller to Buyer in an "AS-IS" condition, with no warranty, express or implied, by Seller as to the physical condition including, but not limited to, the soil, its geology, or the presence of known or unknown faults or Hazardous Materials or hazardous waste (as defined by state and federal law); provided, however, that the foregoing shall not relieve Seller from disclosure of any such conditions of which Seller has actual knowledge.

5.5 Deliveries at Closing.

(a) Deliveries by Seller. Seller shall deposit into the Escrow for delivery to Buyer at Closing: (i) a grant deed; (ii) an affidavit or qualifying statement which satisfies the requirements of paragraph 1445 of the Internal Revenue Code of 1986, as amended, any regulations thereunder (the "**Non-Foreign Affidavit**"); (iii) a California Franchise Tax Board form 590 to satisfy the requirements of California Revenue and Taxation Code Section 18805(b) and 26131; and (iv) duly executed and acknowledged Right of First Refusal and Power of Termination Agreement.

(b) Deliveries by Buyer. No less than one (1) business day prior to the Close of Escrow, Buyer shall deposit into Escrow immediately available funds in the amount, which together with the Deposit plus interest thereon, if any, is equal to: (i) the Purchase Price as adjusted by any prorations between the Parties; (ii) the escrow fees and recording fees; and (iii) the cost of the Title Policy.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the grant deed; (ii) record the Right of First Refusal and Power of Termination Agreement

and deliver to seller and buyer a copy of the Right of First Refusal and Power of Termination Agreement, (iii) disburse to Seller the Purchase Price, less Seller's share of any escrow fees, costs and expenses; (iv) deliver to Buyer the Non-Foreign Affidavit, the California Certificate and the original recorded grant deed; (v) pay any commissions and other expenses payable through escrow; (vi) distribute to itself the payment of escrow fees and expenses required hereunder; and .

(d) Closing Costs. Buyer will pay all escrow fees (including the costs of preparing documents and instruments), and recording fees. Buyer will pay title insurance and title report costs and Seller will pay all governmental conveyance fees and all transfer taxes.

(e) Pro-Rations. At the Close of Escrow, the Escrow Agent shall make the following prorations: (i) property taxes will be prorated as of the Close of Escrow based upon the most recent tax bill available, including any property taxes which may be assessed after the Close of Escrow but which pertain to the period prior to the transfer of title to the Property to Buyer, regardless of when or to whom notice thereof is delivered; and (ii) any bond or assessment that constitutes a lien on the Property at the Close of Escrow will be assumed by Buyer. Seller does not pay property taxes.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Seller's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer that the statements below in this Section 6.1 are each true and correct as of the Closing Date provided however, if to Seller's actual knowledge any such statement becomes untrue prior to Closing, Seller will notify Buyer in writing and Buyer will have three (3) business days thereafter to determine if Buyer wishes to proceed with Closing. If Buyer determines it does not wish to proceed, then this Agreement shall terminate, and all amounts deposited by Buyer into Escrow (except the Independent Consideration as defined in Section 3.5), together with interest thereon, if any, will be returned to Buyer, and neither party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof.

(a) Authority. Seller is a California public entity, lawfully formed, in existence and in good standing under the laws of the State of California. Seller has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Seller, and upon delivery to and execution by Buyer is a valid and binding agreement of Seller.

(b) Encumbrances. Seller has not alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any Agreement to do so, and there are no liens, encumbrances, mortgages, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed in the Preliminary Report. Seller will not, directly or indirectly, alienate, encumber, transfer, mortgage,

assign, pledge, or otherwise convey its interest prior to the Close of Escrow, as long as this Agreement is in force.

(c) Agreements. There are no agreements affecting the Property that have not been disclosed by Seller.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Seller contained in this Agreement are conditions precedent to Buyer's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration, termination, or close of escrow of this Agreement and shall not be deemed merged into the deed upon closing.

6.2 Buyer's Representations and Warranties. In addition to the representations, warranties and covenants of Buyer contained in other sections of this Agreement, Buyer hereby represents, warrants and covenants to Seller that the statements below in this Section 6.2 are each true as of the date of Buyer's execution of this Agreement, and, if to Buyer's actual knowledge any such statement becomes untrue prior to Closing, Buyer shall so notify Seller in writing and Seller shall have at least three (3) business days thereafter to determine if Seller wishes to proceed with Closing.

(a) Buyer is a California corporation. Buyer has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Buyer.

(b) Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement are conditions precedent to Seller's obligation to proceed with the Closing hereunder.

7. REMEDIES In the event of a breach or default under this Agreement by Seller, if such breach or default occurs prior to Close of Escrow, Buyer reserves the right to either (a) seek specific performance from Seller or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Seller is able to perform; or (iii) to terminate this Agreement upon written notice to Seller, whereupon Seller shall cause Escrow Holder to return to Buyer any and all sums placed into Escrow by Buyer (except the Independent Consideration as defined in Section 3.5), together with interest thereon, if any, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither party shall have any further obligations or liabilities hereunder.

8. BROKERS. Seller represents that no real estate broker has been retained by Seller in the sale of the Property or the negotiation of this Agreement. Buyer

represents that no real estate broker has been retained by Buyer in the procurement of the Property or negotiation of this Agreement. Buyer shall indemnify, hold harmless and defend Seller from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Buyer's conduct.

9. ASSIGNMENT. Absent an express signed written agreement between the Parties to the contrary, neither Seller nor Buyer may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason; provided however that Buyer may assign this Agreement to any entity affiliated with, owned by or managed by Buyer without the need for Seller's consent by giving written notice to Seller. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

10. MISCELLANEOUS.

10.1 Attorneys' Fees. If any party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the party in whose favor a judgment is rendered.

10.2 Interpretation. This Agreement has been negotiated at arm's length and each party has been represented by independent legal counsel in this transaction and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting party.

10.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

10.4 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

10.5 Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. In the event that either

Party brings any action to enforce or interpret this Agreement, venue shall be vested exclusively in the state courts of California in the County of Calaveras.

10.6 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any party is relying upon in entering this Agreement that are not fully expressed herein.

10.7 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

10.8 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either party desires or is required to give to the other party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the party's address as set forth below:

To Buyer: Mark Twin Medical Center
768 Mountain Ranch Road
San Andreas, CA 95249
Attn:

To Seller: Mark Twain Health Care District
P.O. Box 668
San Andreas, CA 95249
Attn: Executive Director

To Escrow Holder: [REDACTED]
[REDACTED]
[REDACTED]
Order No.: [REDACTED]

Any such communication shall be deemed effective upon personal deliver or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any party may change its address by notice to the other party. Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

10.9 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

10.10 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

10.11 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

10.12 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

10.13 Waivers. Any waiver by any party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any party. Consent by any party to any act or omission by another party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

10.14 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

10.15 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

10.16 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to

the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement is executed by Buyer and Seller on the date indicated below.

SELLER:

Mark Twain Health Care District

By: _____
Daymon Doss
Executive Director

Date: _____

BUYER:

Mark Twain Medical Center

By: _____
Title: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

2501959.1

Recording requested by and when recorded mail to:

Mark Twain Health Care District
P.O. Box 668
San Andreas, CA 95249
Attn: Executive Director

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE §§6103,
27383

RIGHT OF FIRST REFUSAL AND POWER OF TERMINATION AGREEMENT

THIS RIGHT OF FIRST REFUSAL AND POWER OF TERMINATION AGREEMENT (this “**Agreement**”) is entered into effective as of _____, 2015 (“**Effective Date**”) by and between the MARK TWAIN HEALTH CARE DISTRICT, a California public entity (“**District**”) and the MARK TWAIN MEDICAL CENTER, a California corporation (“**Medical Center**”). District and Medical Center are hereinafter referred to collectively as the “**Parties.**”

RECITALS

A. District is the owner of certain real property located at 590 Stanislaus Avenue, commonly known as Calaveras County APN 058-024-016, in the City of Angels Camp (the “**Property**”), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. Pursuant to a Purchase and Sale Agreement dated as of the Effective Date and executed by and between District and Medical Center (the “**Purchase and Sale Agreement**”), Medical Center has agreed to grant District a right of first refusal to purchase the Property together with all easements, rights and appurtenances thereto subject to the terms and conditions set forth herein.

C. Pursuant to the Purchase and Sale Agreement, Medical Center has also agreed to grant District a power of termination to reenter and retake possession of the Property subject to the terms and conditions set forth herein.

D. The Parties desire to set forth herein the terms and conditions of the right of first refusal and power of termination granted by Medical Center to District.

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Grant of Right of First Negotiation. Medical Center hereby grants to District a right of first negotiation (the “**Right of First Negotiation**”) to purchase the Property and all right title interest Medical Center has in easements and appurtenances thereto, on the terms and conditions set forth in this Agreement. Medical Center will not solicit nor accept an offer for the sale of the Property or lease of the Property for a term of more than ten (10) years without first offering to sell the Property to District by written notice (“Notice”). The word "sell" shall include any transfer, conveyance, assignment, hypothecation, or pledge of all or any portion of the Property or Medical Center's interest in the Property. If Medical Center and District do not execute a written agreement for sale of the Property within sixty (60) days following delivery of the Notice to District, then Medical Center shall be free to solicit and accept offers from other parties, subject to District’s right of first refusal set forth in Section 2, below.

2. Grant of Right of First Refusal. In the event that Medical Center and District do not enter into a written agreement for sale of the Property pursuant to Section 1, above, Medical Center shall, prior to accepting any bona fide offer (“**Offer**”) to purchase the Property, notify District of such Offer and deliver to District a copy thereof. District shall have the right to purchase the Property on the same terms and conditions and for the same price set forth in the Offer (the “**Right of First Refusal**”). District may exercise the Right of First Refusal by delivery of written notice of exercise to Medical Center within sixty (60) days after the District has received Medical Center’s notice of an Offer. In the event the District fails to exercise the Right of First Refusal within the time and in the manner set forth in this Section 3, District shall be deemed to have waived its Right of First Refusal as to the terms and conditions and price set forth in the Offer.

3. Term of Right of First Negotiation and Right of First Refusal. The Right of First Negotiation and the Right of First Refusal shall commence on the Effective Date and shall continue until they are waived in writing by the District or deemed waived or lapsed pursuant to the terms of this Agreement. In the event a sale entered into by Medical Center pursuant to District’s waiver of its Right of First Refusal fails to close, the Right of First Negotiation and the Right of First Refusal set forth in this Agreement shall remain in effect.

4. Title Policy. As a condition to closing pursuant to an agreement entered into under Section 2 or Section 3 of this Agreement, District shall be entitled to a California Land Title Association owner’s policy of title insurance, with premium paid by Medical Center, dated as of the close of escrow, in the amount equal to the purchase price, showing title to the Property vested in District and, subject only to such liens, encumbrances and other exceptions reasonably approved by District. If District objects to any title exception, Medical Center shall use commercially reasonable efforts to remove the exception, provided that Medical Center shall not be required to commence or pursue litigation for such purpose or expend more than \$5,000 for such purpose; provided that Medical Center at closing shall clear all monetary encumbrances imposed against the Property by Medical Center.

5. Closing. Escrow shall close on the earlier of (a) no later than one hundred twenty (120) days after the parties enter into a purchase agreement pursuant to Section 2, above, or (b) Medical Center's receipt of District's written notice of exercise of the right of first refusal.

6. Termination of Right of Right of First Refusal. In the event Medical Center and District fail to enter into a purchase agreement pursuant to the Right of First Negotiation, and District fails to exercise the Right of First Refusal, District agrees, upon Medical Center's request, to execute and deliver to Medical Center a written instrument (in form appropriate for recording) relinquishing and terminating District's Right of First Negotiation and Right of First Refusal, contingent upon the closing of the sale entered into by the Medical Center pursuant to the District's waiver of the Right of First Refusal.

7. Grant of Power of Termination. In the event that after the close of escrow pursuant to the Purchase and Sale Agreement, Medical Center, or its tenants, licensees or invites uses the Property to compete with the District's provision of medical services of any kind within the County of Calaveras, District shall have the right, at its sole option and discretion, to exercise its power of termination and all rights under, and in accordance with, California Civil Code Section 885.010, *et seq.* Upon exercising its power of termination, District shall have the right to reenter and retake possession of the Property and all of the improvements thereon, and to terminate the estates theretofore conveyed to Medical Center and to revest in District the estates theretofore conveyed to Medical Center.

District's power of termination shall be exercised by notice or by civil action and the exercise shall be of record. The notice shall be given, and any civil action shall be commenced, within one (1) years after the breach of the restrictions to which the estate to be conveyed to Developer is subject, or such longer period as may be agreed to by the Parties by a waiver or extension recorded before expiration of that period.

Upon revesting in the District of title to the Property and improvements, the District shall promptly use its best efforts to resell the Properties and improvements consistent with its obligations under state law. Upon sale the proceeds shall be applied as follows:

- a. First, to the District for any costs it incurs in managing or selling the Property and improvements, including but not limited to, amount to discharge or prevent liens or encumbrances arising from any acts or omissions of Medical Center.
- b. Second, to Medical Center up to the sum of the amount paid to the District for the Property pursuant to the Purchase and Sale Agreement, as well as the reasonable cost of the improvements Medical Center has placed on the Property; and
- c. Third, any balance to District.

The rights of the District pursuant to this section 7 shall be set forth in the Grant Deed transferring the Property from the District to the Developer.

District's power of termination pursuant to this section 7 shall expire in accordance with the provisions of California Civil Code Section 885.010, et seq.

8. Notices. Except as otherwise expressly provided herein, all notices required or permitted to be given pursuant to the terms hereof shall be in writing and either delivered by hand delivery, professional courier service which provides written evidence of delivery or deposited in the United States mail, registered or certified, postage prepaid and addressed as follows:

To Medical Center: Mark Twain Medical Medical Center
768 Mountain Ranch Road
San Andreas, CA 95249
Attn:

To District: Mark Twain Health Care District
P.O. Box 668
San Andreas, CA 95249
Attn: Executive Director

The foregoing addresses may be changed by written notice to the other party as provided herein. Notices shall be deemed delivered and received, in the case of personal delivery or delivery by courier as aforesaid, on the day physically delivered to the indicated addressee, and in the case of delivery by United States mail, three (3) business days after deposit in the United States mail as aforesaid.

9. Attorneys' Fees. In the event of any action, arbitration, or proceeding at law or in equity to enforce any provision of this Agreement or to protect or establish any right or remedy of any party hereunder, the unsuccessful party to the litigation shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein by the prevailing party, and if the prevailing party recovers judgment in any action, proceeding, or arbitration, the costs, expenses and attorneys' fees shall be included in and as a part of the judgment.

10. No Brokers. Each party hereby agrees to indemnify the other party from and against any real estate brokerage commissions or similar obligations incurred by the indemnifying party as a result of the negotiation or exercise of the Refusal Right.

11. Recordation. This Agreement shall be recorded in the Official Records of Calaveras County.

12. Binding on Successors. The rights and obligations of the Parties shall inure to the benefit of and bind their respective successors and assigns.

13. Captions. The captions used herein are for convenience of reference only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

14. Time of the Essence. Time is of the essence of each and all of the agreements, covenants and conditions of this Agreement.

15. Governing Law; Venue. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. In the event that either Party brings any action to enforce or interpret this Agreement, venue shall be vested exclusively in the state courts of California in the County of Calaveras.

16. Entire Agreement; Amendments in Writing. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral and written. This Agreement may not be amended or modified except by an instrument in writing signed by Owner and Agency.

17. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be an original and all of which taken together shall constitute a single agreement.

(Signatures on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above

District:

Mark Twain Health Care District

By: _____
Daymon Doss
Executive Director

Date: _____

DISTRICT:

Mark Twain Medical Medical Center

By: _____
Title: _____

Date: _____

Exhibit A
Property Description



First American Title

First American Title Company

23 North Main Street
Angels Camp, CA 95222

Order Number: 0505-4987768 ()

Escrow Officer: Stacey Stowe
Phone: (209)736-2578
Fax No.: (866)497-3418
E-Mail: sstowe@firstam.com

E-Mail Loan Documents to: AngelsCampEDocs@firstam.com

Buyer:

Property: Vacant Land
Angels Camp, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of August 03, 2015 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

MARK TWAIN HEALTH CARE DISTRICT, A CALIFORNIA CORPORATION

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee simple.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2015-2016, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2014-2015 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Rights, rights of way, reservations and exceptions in the patent recorded in Book 6, Page 441 of Deeds.
5. An easement for pole lines and incidental purposes, recorded July 02, 1904 in Book 46 of Deeds, Page 610.
In Favor of: Sunset Telephone and Telegraph Company
Affects: Refer to said document for full particulars

The location of the easement cannot be determined from record information.

6. An easement shown or dedicated on the Map as referred to in the legal description
For: Existing pole line and incidental purposes.

7. An easement for above and underground communication facilities and incidental purposes, recorded August 24, 1982 as Book 624, Page 295 of Official Records.
In Favor of: Pacific Telephone and Telegraph Company
Affects: Portion of the Westerly side of School Street
8. An easement for public utility and incidental purposes, recorded October 18, 1999 as Instrument No. 1999-16081 of Official Records.
In Favor of: City of Angeles
Affects: A portion of said land. Refer to said document for full particulars
9. Any right of the United States to recover funds from the owner or from any transferee of the land, or of any portion thereof, by reason of advances of federal funds, including but not limited to those authorized under the Hill-Burton Act or similar acts or statutes.
10. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
11. Water rights, claims or title to water, whether or not shown by the public records.
12. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

13. A copy of the written consent given by the Attorney General to the contemplated transaction, pursuant to Chapter 9 of Part 2 of Division 2 of Title 1 of the California Corporations Code.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Angels Camp, County of Calaveras, State of California, described as follows:

EXHIBIT A AS SHOWN ON CERTIFICATE OF COMPLIANCE AS EVIDENCED BY DOCUMENT RECORDED OCTOBER 31, 2005 AS INSTRUMENT NO. 2005-25083 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THAT CERTAIN "13.229 ACRE" PARCEL OF LAND, AS SAID PARCEL IS SHOWN AND DESIGNATED ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY OF PORTIONS OF LOTS 15, 16, 17 AND 18, BLOCK 1 AND LOT 9, BLOCK 5 OF ALTAVILLE TOWNSITE, THE BOVEE QUARTZ MINE AND MILLSITE, AND THE FRITZ QUARTZ MINE AND MILLSITE, IN SECTIONS 28 AND 33, TOWNSHIP 3 NORTH, RANGE 13 EAST, M. D. B. & M.," WHICH SAID MAP WAS FILED FOR RECORD FEBRUARY 16, 1973 IN BOOK 9 OF RECORDS OF SURVEY, PAGE 104, CALAVERAS COUNTY RECORDS.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED JULY 6, 1922 IN BOOK 72 OF DEEDS AT PAGE 121, CALAVERAS COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF LYING NORTHERLY AND EASTERLY OF THE NORTHERLY AND EASTERLY LINE OF STANISLAUS AVENUE (SCHOOL STREET) AND ONEIDA STREET, AS LINES ARE DELINEATED ON THE PARCEL MAP FILED FOR RECORD JULY 24, 1986 IN BOOK 7 OF PARCEL MAPS, AT PAGE 24, CALAVERAS COUNTY RECORDS.

ALSO EXCEPTING THEREFROM PARCEL A OF PARCEL MAP FOR ROBERT HANSEN, ET AL., ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD ON MARCH 18, 2001 IN BOOK 10 OF PARCEL MAPS, AT PAGE 79, CALAVERAS COUNTY RECORDS.

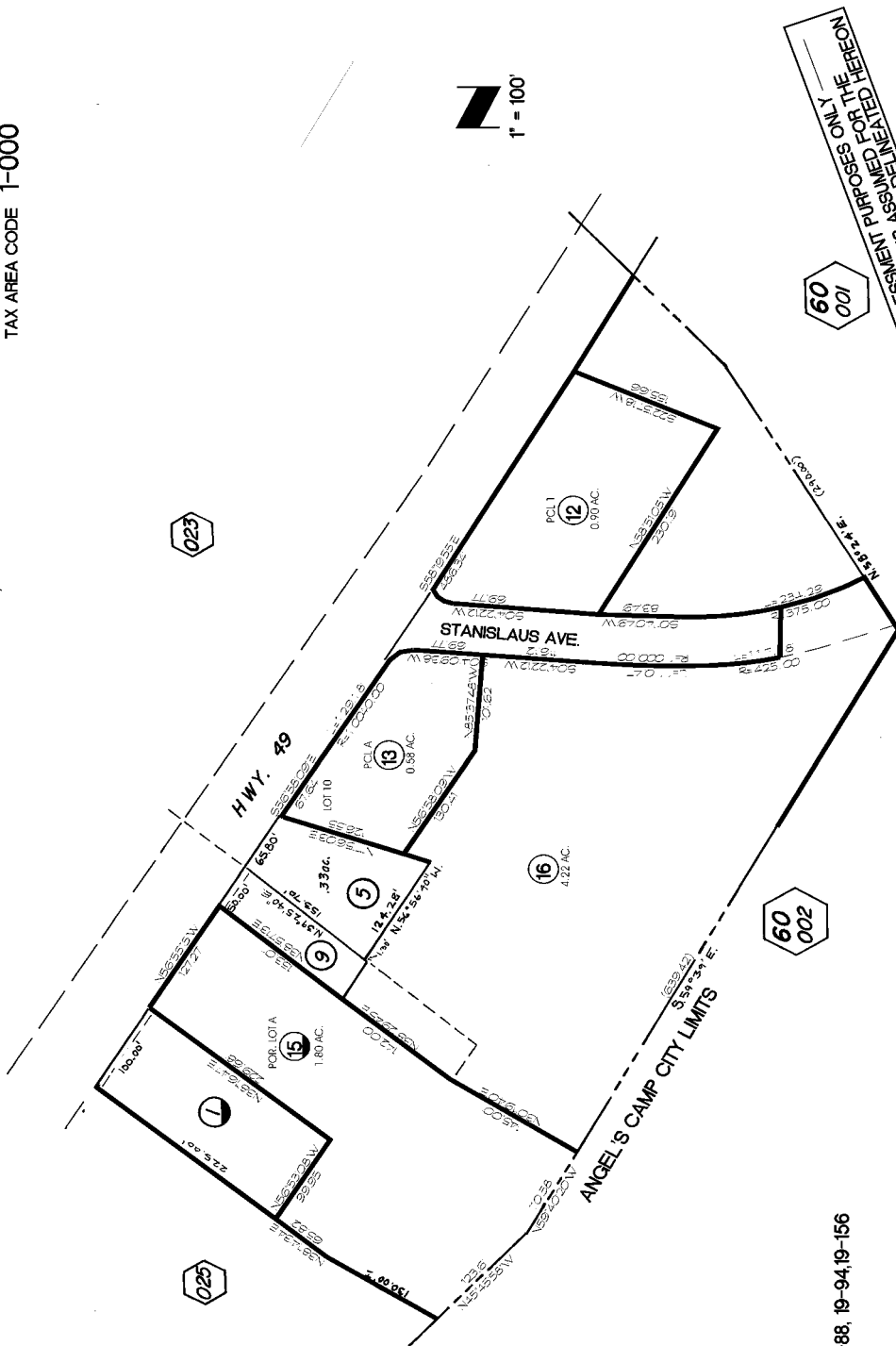
ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO ASPROMONTE ENTERPRISES INC. A CALIFORNIA CORPORATION IN DEED RECORDED AUGUST 10, 2001 AS INSTRUMENT NO. 2001 13976.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN STANISLAUS AVENUE AS OFFERED FOR DEDICATION AND ACCEPTED BY THE CITY OF ANGELS AS SHOWN ON PARCEL MAP FILED ON JULY 24, 1986 IN BOOK 7 AT PAGE 24, CALAVERAS COUNTY.

APN: 058-024-016-000

ALTAVILLE TWST POR. LOTS 9, 10 BLK. 5

TAX AREA CODE 1-000



1" = 100'

P.M. 5-12, 10-79

R.O.S. 9-104, 19-88, 19-94, 19-156

REV. 12 09/14/2001

60 002

60 001

NO LIABILITY IS ASSUMED FOR THE PRECISION OF THE DATA RELATED HEREON
ASSIGNMENT INT. PURPOSES ONLY

CALAVERAS COUNTY
ASSESSOR'S MAPS
BOOK 58 PAGE 024

FOR MINERAL RIGHTS SEE PAGE 424

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.



First American Title

First American Title Company
23 North Main Street
Angels Camp, CA 95222
(209)736-2578

INCOMING DOMESTIC WIRE INSTRUCTIONS

PAYABLE TO: First American Title Company
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3006940000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

PROPERTY: Vacant Land, Angels Camp, CA
FILE NUMBER: 0505-4987768 (SS)

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **First American Title Company**. **FUNDS MUST BE WIRED FROM A BANK WITHIN THE UNITED STATES**. PLEASE NOTIFY YOUR ESCROW OFFICER AT **(209)736-2578** OR **sstowe@firstam.com** WHEN YOU HAVE TRANSMITTED YOUR WIRE.

IF YOUR FUNDS ARE BEING WIRED FROM A NON-U.S. BANK, ADDITIONAL CHARGES MAY APPLY. PLEASE CONTACT YOUR ESCROW OFFICER/CLOSER FOR INTERNATIONAL WIRING INSTRUCTIONS.

AN ACH TRANSFER CANNOT BE ACCEPTED FOR CLOSING, BECAUSE IT IS NOT THE SAME AS A WIRE AND REQUIRES ADDITIONAL TIME FOR CLEARANCE.

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

ALL WIRES WILL BE RETURNED IF THE FILE NUMBER AND/OR PROPERTY REFERENCE ARE NOT INCLUDED

With cyber crimes on the increase, it is important to be ever vigilant. If you receive an e-mail or any other communication that appears to be generated from a First American employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust. Our bank wire instructions seldom change.

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
- (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
- (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
- (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

ATTACHMENT B

768 Mountain Ranch Road
P.O. Box 668
San Andreas, CA 95249
209 754-4468 Telephone



Mark Twain Health Care District

Mark Twain Health Care District
Board of Directors

Resolution 2014-03
Angel's Camp
Stanislaus Avenue Property

WHEREAS, the Mark Twain Health Care District Board has reviewed the status of the Stanislaus Avenue Property, consisting of 3.44 acres of undeveloped real property. Mark Twain Health Care District Board has determined that the location of the expansion of the Angel's Camp Medical Center is not to be located on the Stanislaus Avenue Property and considers this to be surplus property, and

WHEREAS, declaration of this property as a surplus asset would allow the Mark Twain Health Care district to look at the possibility of a sale of said property, and

WHEREAS, On June 2, 2014 this board by motion duly made, seconded and carried, declared the property consisting of 3.44 acres of undeveloped real property known to the District as the Stanislaus Avenue Property, Parcel #058-024-016 in the City of Angel's Camp, owned by the Mark Twain Health Care District, to be a surplus property, and

NOW, THEREFORE, IT IS RESOLVED, that the District Declares the property located on the west side of Stanislaus Avenue just south of the intersection of Stanislaus and Highway 49 to be a surplus property of the Mark Twain Health Care District.

PASSED AND ADOPTED, this 2nd day of June, 2014 by the following vote

_____ AYES
_____ NOES
_____ ABSTAIN

Mark Twain HealthCare District Mission Statement

Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides competent, professional and compassionate healing.

0 53029

			<p>The Planning Commission has completed their part and the next step will be for the plan to be taken to the City Council on June 17, 2014 for approval.</p> <p>It was noted that the Land Purchase may have to be extended as it will expire on June 30, 2014.</p>		
b. Resolution 2014-3 -- Declaration of Surplus Asset in Angels Camp -- Stanislaus Avenue	Goal #3 Objective #1	<p>Mr. Doss briefly reviewed the attached Resolution 2014-3 (Attachment B, page 29) as previously submitted and reviewed at the June, 2, 2014 meeting and noted that the only change was the date to June 2, 2014.</p>	<p>Per Roll Call vote the Declaration of Surplus Asset Parcel in Angels Camp, California, Resolution 2014-3, was approved.</p> <p>Mr. Campana Aye Dr. Smart Aye Mr. McInturf Aye Dr. Oliver Aye Mrs. Reed Aye None</p>		
Public Comment					
2. Telehealth Update	Goal #5 Objective #3		<p>Dr. Smart reported that the Telehealth Coordinator / nurse are currently defining a workflow process.</p> <p>Work continues on a Service Agreement between the MTHCD and MTMC.</p> <p>It is anticipated that \$3,000 of the \$30,000 that has been allocated for the project will be used by end of fiscal year 2014.</p>		Dr. Smart will present a detailed report in July, 2014.
Public Comment				None	



**Mark Twain
Health Care District**

**AGENDA
Regular Meeting of the
Board of Directors
Mark Twain HealthCare District
Wednesday, June 2, 2014
7:30 a.m.
Classroom 2
San Andreas, CA**

1. Call to Order and Roll Call
2. Approval of Agenda

3. Public Comment on matters not listed on the Agenda.

The purpose of this section of the Agenda is to allow comments and input from the public on matters within the jurisdiction of the Mark Twain HealthCare District not listed on the Agenda.

(The public may also comment on any item listed on the Agenda prior to Board action on such item.)

Limit of 3 minutes per speaker.

CONSENT CALENDAR

All items on the Consent Calendar are considered routine and may be approved by the District Board without any discussion by a single roll-call vote. Any Board Member or member of the public may remove any item from the Consent Calendar. If an item is removed, it will be discussed separately following approval of the remainder of the Consent Calendar.

Approval of the April 23, 2014 Minutes
(pg. 1-8)

Acceptance of March, 2014 Financials
(pg. 7-18)

UNFINISHED BUSINESS

1. Real Estate Update.....Mr. Doss
- Dogtown Property
 - Angels Camp Planning Commission Update
 - Site Plan and Conditional Use Permit
(Attachment A, pg.19)

 - Resolution 2014-3 - Declaration of Surplus Asset in Angels Camp –
Stanislaus Avenue
(Attachment B, pg. 29)

ACTION ITEM:

Approval of Declaration of Surplus Asset Parcel in Angels Camp, Ca., as presented and recommended.

Public Comment

2. Telehealth Update.....Dr. Smart
- MOU Pending
 - Program Implementation May 14, 2014
(Document distributed at meeting)
- Public Comment
3. Lease Review Committee Update.....Dr. Oliver
(Attachment C, pg. 31, Lease Amendment #6 – MTMC)
Public Comment
4. Board Policy Regarding 501(c)3 Funding..... Mr. Doss
- June 25, 2014 Board Meeting
- Public Comment
5. HVAC Control System Upgrade-North Wing.....Mr. Doss / Larry Cornish
(Attachment D, pg. 46)
Public Comment
6. Physician Education Forum.....Dr. Smart
Public Comment

NEW BUSINESS

- 7. Draft FY2014 -2015 Operational Budget.....Mr. Doss
(Attachment E, enclosed)
Public Comment

- 8. MTHCD President’s Report.....Mrs. Reed
 - ACHD Annual MeetingPublic Comment

- 9. MTHCD Executive Director Report.....Mr. Doss
Public Comments

- 10. CEO Report.....Mr. Campana
(Attachment F)
Public Comment

Board Comments

Public Comment

Adjournment

Mark Twain HealthCare District Mission Statement

Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides competent, professional and compassionate healing.

P.O. Box 668
San Andreas, CA 95249
(209) 754-4468 Telephone
(209) 754-2675 Fax



Mark Twain Health Care District

September 9, 2015

Michael McHatten, City Administrator
City of Angels Camp
P O Box 667
Angels Camp, CA 95222

Dear Michael,

The MTHCD is a local agency empowered to acquire and hold real property. The District is required to follow the process of disposal of surplus land generally applicable to all public agencies California Government Code § 54222.

The MTHCD has declared the property in Angels Camp located on (APN 058-024-016-000) Stanislaus Ave. to be a surplus asset and available for disposition.

The MTHCD is formally advising the City of Angels Camp that this property is being offered to your agency for a price of \$448,000.

The MTHCD greatly appreciates your attention to this offer and please notify us in writing if you have any interest or if you decline the offer within 60 days.

Thank you

Sincerely,

Daymon Doss
Executive Director

Mark Twain HealthCare District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care”.

Monthly Update for August 2015



Executive Director Update

Pepperdine University's School of Public Policy is now accepting applications for the 2015 Public Engagement Grant. If your organization has a public engagement project that could use financial support, the Annual Public Engagement Grant Program may be just what you need. This marks the 8th consecutive year of offering funded consulting services to California's cities, counties, Special Districts and civic organizations on a variety of issues. For more information on this grant opportunity click [here](#). The deadline for submission is September 14, 2015.

Amber King, Senior Legislative Advocate and I would like to thank Jake Dorst, Interim CEO at Tahoe Forest Hospital District, for meeting with us on August 26 at their facilities in Truckee. Jake was able to share with us the progress being made on their current building project along with information regarding several of their programs, including the tele-health relationship with UC Davis and the Gene Upshaw Cancer Center. An issue identified for further ACHD legislative consideration is the hospital plan review process by OSHPD and the significant challenges and delays being experienced by our Members.

Two weeks ago on August 26, I had the privilege of participating in Sacramento with Members of the San Francisco [Tobacco Free Coalition](#) and Save Lives California at a media event held in the morning to advocate for the passage of [six tobacco bills](#), all recently introduced in the legislative special session. All six bills will increase tobacco control in the state of California, including helping safeguard our youth from accessing tobacco products and reducing secondhand smoke. The organizer of the event, Save Lives California, is a coalition composed of several health organizations throughout California dedicated to increasing the tobacco tax in California to \$2.00.

What are the six bills and how would they impact health?

SB5/AB6: Adds E-cigarettes to the definition of tobacco products

SB6/AB7: Expands smoke –free workplaces

SB7/AB8: Increases legal age to purchase tobacco products

SB8/AB9: Establishes all schools as ‘smoke free’

SB9/AB10: Establishes Local Taxes for Tobacco Products

SB10/AB11: Establishes an annual board of equalization fee to sell tobacco products

Congratulations – After filing for bankruptcy more than a decade ago, Alta Healthcare District has finally paid off its creditors nine months earlier than expected. Numerous Healthcare Districts have closed their hospitals and declared bankruptcy, but it is rare for a District to pay off all creditors in full. With this landmark achievement, the District will continue on in existence to provide the legally mandated services to the residents of the District. The current board includes Yvette Botello, Paulie Romero, Javier Quevedo, Martha Swain and Irene Atilano.

Lastly, please note: ACHD’s annual dues letters were mailed to our Members the week of July 27th. For the past several years, there has not been any dues increase. Therefore, your prompt payment will assist ACHD and our team in providing you with the best services possible and help us continue to operate efficiently without increasing costs to you.



ACHD's 2015-16 Standing Committees

On August 12, 2015, the ACHD Governance Committee approved the membership of the 2015-16 Standing Committees. The membership for the committees is as follows:

Advocacy Committee	
Chair: Bill Boerum	Sonoma Valley Healthcare District
Dara Czerwonka	Palomar Health
Jerry Hathaway	Mayers Memorial Hospital District
Katie Kane	Sequoia Healthcare District
Randolph Lenac	Grossmont Healthcare District
Alan MacPhee	John C. Fremont Healthcare District
Julia Miller	El Camino Healthcare District
Don Parazo, M.D.	Antelope Valley Healthcare District
Howard Salmon	Fallbrook Healthcare District
Dillon Gibbons	California Special Districts Association
Bob Ayres	Grossmont Healthcare District
Ex-Officio: Samuel 'Mike' McCreary	John C. Fremont Healthcare District
Education Committee	
Chair: Bobbi Palmer	Los Medanos Community Healthcare District
Ramona Faith	Petaluma Health District
Jerry Kaufman	Palomar Health
Lee Michelson	Sequoia Healthcare District
Laura Mitchell	Tri-City Healthcare District
John Mohun	Tahoe Forest Hospital District
Suzette Prue	John C. Fremont Healthcare District
Beatriz Vasquez	Mayers Memorial Hospital District
Lin Reed	Mark Twain Health Care District
Linda Wagner	Seneca Healthcare District
John Ungersma, M.D.	Northern Inyo Hospital District
Ex-Officio: Samuel 'Mike' McCreary	John C. Fremont Healthcare District
Finance Committee	
Chair: Julie Nygaard	Tri-City Healthcare District
Bob Ayres	Grossmont Healthcare District
Art Faro	Sequoia Healthcare District
Diane Hansen	Palomar Health
Larry Pistoresi	Chowchilla Memorial Healthcare District
Helen Shepherd	Southern Mono Healthcare District
Sandy Beach	Coalinga Regional Medical Center
Ex-Officio: Samuel 'Mike' McCreary	John C. Fremont Healthcare District
Governance Committee	
Chair: Don Parazo, M.D.	Antelope Valley Healthcare District
Bill Boerum	Sonoma Valley Healthcare District
Sandy Beach	Coalinga Regional Medical Center
Harris 'Hank' Simmonds, M.D.	Marin General Hospital
Helen Shepherd	Southern Mono Healthcare District
Jerry Kaufman	Palomar Health District
Lin Reed	Mark Twain Health District
Ex-Officio: Samuel 'Mike' McCreary	John C. Fremont Healthcare District



ACHD hosts CAPP Reception For Assemblyman Sebastian Ridley-Thomas

On September 3, [Californians Allied for Patient Protection](#) (CAPP) hosted a reception for Assemblymember Sebastian Ridley-Thomas (D-Los Angeles) at the ACHD office in downtown Sacramento. ACHD Board Chair, Samuel 'Mike' McCreary and ACHD staff welcomed the Assemblymember and forty-seven guests from the Legislative and health care arenas. The event was a huge success and showcased the new ACHD office while also growing our relations with industry professionals.



Assemblymember Ridley-Thomas (center) pictured with ACHD Board Chair Samuel 'Mike' McCreary (left) and ACHD Executive Director Ken Cohen (right)



Standing Room only at the event



ACHD Downtown Office Update

The ACHD downtown Sacramento office is complete! This past month, the ACHD staff installed artwork to showcase the Association’s message and Healthcare Districts. We are very proud of how far our office has come and cannot wait for your visit to Sacramento.



Office Entrance



Gallery of Healthcare Districts

The office located at '1215 K Street' and is a short walk from the State Capitol. It is home to the Advocacy Team, Member Services, Executive Director, and a conference facility. The office also provides Members with comfortable seating, Wi-Fi, and business support services.

Healthcare District Trustees and Executives may utilize the ACHD office as a place to rest, connect on-line and work while in Sacramento on District business. ACHD invites you to visit the new space the next time you're in Sacramento. Please contact [Sheila Johnston](#) , Member Services Specialist if you would like to schedule a visit or if you have any questions.



ACHD Partners with Capella University

ACHD is pleased to announce an education alliance with Capella University. Capella will extend a \$3000 tuition grant to all ACHD employees and Members and their immediate family members who enroll in and begin a bachelor's, master's, doctoral, specialist, or post-master's certificate program between now and August 2016. This is in addition to the 10% tuition discount. For all details simply visit www.capella.edu/ACHD.

Capella University, an accredited online university, offers a wide range of online bachelor's, master's, MBA, PhD, and certificate programs through its Schools of Healthcare and Nursing, Business and Technology, Education, Psychology, Human Services, and Public Service Leadership.

Teammates will also benefit from:

- **Complimentary nursing & professional development webinar series** which taps into the subject matter expertise of Capella faculty
- **Potential additional military discounts** and benefits to any ACHD teammate who is an Armed Forces veteran, Active Duty service member, or Reserve or National Guard – to include credit for military training, participation in the Yellow Ribbon program, and assistance with Post-9/11 GI Bill benefits
- **Disability services support** to any Member needing such services through Capella's Disability Services Department
- **Prior learning assessment options** for transfer credit including evaluation of technical knowledge and skills gained from real-world experience, training, certifications, and previous education may be eligible for credit, shortening the time to degree completion and reducing your costs
- **Over 140 degree and certificate program specializations** offered on the undergraduate and graduate levels

For more information, visit the ACHD – Capella Welcome Page at www.capella.edu/ACHD



ACHD CEO Evaluation

Available free of charge to all Member Healthcare Districts, ACHD offers an online Healthcare District CEO Evaluation Tool for assessing how each District Trustee perceives the CEO to be performing. There are two options; one for District CEOs no longer managing a hospital and one for District CEOs who do manage a hospital.

The ACHD Board strongly encourages each District Board to complete a CEO Evaluation on an annual basis.

Members interested in completing the CEO Evaluation may contact [Sheila Johnston](#).



Board Self-Assessment Tool

ACHD makes available at no charge to its Members, an on-line Board Self-Assessment Tool for assessing how each Trustee perceives the Board to be functioning. There are two Self-Assessment options; one for Districts no longer managing a hospital and one for Districts which do manage a hospital.

The survey takes about 35 minutes to complete, responses are anonymous and the results are only shared with the participating Board and Associations' Education Committee.

The ACHD Board strongly encourages each District Board to complete a Self-Assessment on an annual basis. For more information, please contact [Sheila Johnston](#).



Certified Healthcare District

As public entities, Healthcare Districts have well-defined obligations for conducting business in a manner that is open and transparent. To assist ACHD Members in demonstrating compliance with these obligations, the ACHD Governance Committee has developed a core set of standards referred to as Best Practices in Governance. Healthcare Districts that demonstrate compliance with these practices will receive the designation of ACHD Certified Healthcare District.

Districts achieve Certification by demonstrating compliance with public agency reporting requirements in the following areas:

- Transparency
- Website Content
- Executive Compensation and Benefits
- State Agency Reporting
- Financial Reporting

To date, the following Healthcare Districts have achieved certification status:

- Antelope Valley Healthcare District
November, 2014
- Beach Cities Health District
October, 2014
- John C. Fremont Healthcare District
March, 2015
- Palomar Health
August, 2014
- Petaluma Health Care District
May, 2015
- Sequoia Healthcare District
August, 2014

Members interested in applying for Certified Healthcare District status should contact [Ken Cohen](#).



Managed Care Organization (MCO) Tax Proposal

The Senate's Public Health and Developmental Services Committee met on August 18, 2015, for an in-depth discussion of the managed care organization (MCO) tax proposal. The Legislative Analyst's Office created a handout which explains the differences between a flat tax and a tiered tax. To access the handout, click [here](#).

The most interesting part of the hearing was the California Association of Health Plans (CAHP) testimony. It was clear from their lobbyist's remarks that CAHP is not ready to cut a deal on a new MCO tax. They want to continue discussions until September 2016, when federal rules require a replacement tax be adopted. However, it should be noted that the existing statutory authority for California's MCO tax expires June 30, 2015. Their association has spent considerable time researching and understanding federal MCO tax options and requirements and constructing alternatives.

On the republican front, Senator Mike Morrell (Vice-Chair) shared his caucus's priorities of protecting the most vulnerable and not increasing taxes or fees. The Senate Republican Caucus is concerned that the MCO tax will affect 24 million Californians and does not need to be urgently restructured. He also made a point to highlight the two republican bills introduced in the health special session, which are alternatives to raising taxes or fees:

- SBX2 4 (Nielsen): This measure would commit additional General Fund revenues that exceed budget estimates in 2014-15 and 2015-16 be appropriated to the state Department of Developmental Services and the Department of Health Care Services. Specifically, the additional revenues would be used to increase rates for certain developmental service providers, to increase regional center operating budgets, and to increase Medi-Cal provider rates for providers whose rates were reduced by AB 97 (Statutes of 2011).
- SBX2 11 (Stone): This measure would require the savings associated with the closure of developmental centers be used to support regional centers in purchasing services and support.

For more information, contact [Kelly Brooks](#).



A Report by ACHD's Senior Legislative Advocate, Amber King

The Legislature has been busy wrapping up the 2015 Legislative Session. Since reconvening on August 17, legislators have been working to get measures through the process before the close of Session at midnight tonight. August 28, was the deadline for all measures to pass out of their respective appropriations committees. Of the 415 fiscal bills facing this deadline, 299 of them were passed to the Senate and Assembly Floors for further action. The Governor has until October 11, 2015 to take action on all bills that reach his desk.

ACHD's Advocacy Team is working hard on issues impacting Healthcare Districts during the end of session excitement. Stay tuned for a full legislative wrap-up report next Friday, September 18, including a report of outcomes on all bills ACHD actively worked on and an in-depth report on highlights from the year.

Please contact [Amber King](#) with questions.



Pre-2004 Mandates

For those Healthcare Districts that are waiting for their final payment on the pre-2004 mandates, the State Controller is estimating that those payments will be mailed between August 27, 2015-October 2, 2015. To access detailed information provided by the State Controller, click [here](#).

For more information, contact [Jean Hurst](#).



ACHD's 2016 Events

Please mark your calendars for our events taking place in 2016! Registration will be open on October 1. Please check your mail and inbox for more information over the next few weeks.

2 0 1 6

SAVE THE DATES!

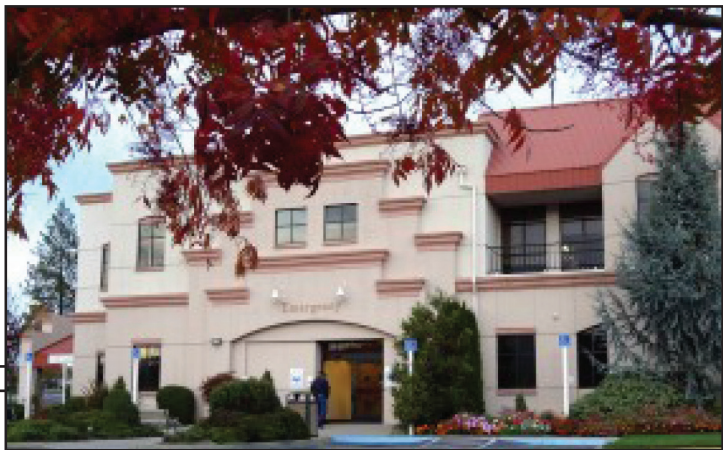
Leadership Academy Jan 21–22, 2016 Sacramento, CA	Legislative Day April 4–5, 2016 Sacramento, CA	Annual Meeting May 3–5, 2016 Monterey, CA
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WWW.ACHD.ORG

HOSPITALS - How They Are Born

1st comes — Mark Twain HEALTH CARE DISTRICT

Healthcare Districts are public entities that provide community-based health care services to residents throughout the state, which may include a hospital, clinic, skilled nursing facility or emergency medical services; as well as education and wellness programs.



Each of California's Healthcare Districts is governed by a locally elected Board of Trustees who are directly accountable to the communities they serve.

- 1946 - The Mark Twain Health Care District (formerly known as Mark Twain Hospital District) was formed in a special election by a vote of the people of Calaveras County.
- **1990 - The Mark Twain Health Care District negotiated a 30-year lease of the land and buildings in San Andreas with the Mark Twain St. Joseph's Health Care Corporation.**

And supported by the Mark Twain Medical Center FOUNDATION

The Foundation is a non-profit fundraising organization created by a caring community to help support its local hospital. In 1982, a concerned and dedicated Calaveras County community recognized the need and started organizing the first Hospital Foundation. In 1984, it became a reality and within two years, the Foundation raised funds to purchase and install the first mammography equipment in Calaveras County. Since then, the Foundation has been instrumental in acquiring various equipment, updating patient care rooms, and donating several million dollars to the expansion of the Hospital.

They are currently completing a \$2.3 million campaign to fund the new Angels Camp Medical Center.

2nd comes — Mark Twain MEDICAL CENTER

- 1986 - Discussions with the St Joseph's Medical Center in Stockton began.
- 1987 - The Mark Twain St. Joseph's Health Care Corporation (MTSJHCC) (formerly known as Sierra St. Joseph's Health Care Corporation) Board of Trustees was formed.
- 2001 - The MTSJHCC entered into a Management Agreement (which includes the lease) with Catholic Healthcare West (who in 2012 changed its corporate name to Dignity Health).
- 2013 - MTSJHCC changed its name to Mark Twain Medical Center.
- **December 31, 2019 - The 30-year lease to Mark Twain Medical Center EXPIRES. Discussions underway to begin the process that will create a possible NEW lease. The NEW lease will require a vote of the electorate of Calaveras County.**



Mark Twain Health Care District

PO Box 668 ❖ 768 Mountain Ranch Rd. San Andreas, CA 95249

Phone: 209-754-4468 marktwainhealthdistrict.org



EL CAMINO HEALTHCARE DISTRICT
DIRECTOR COMPENSATION PROCEDURE

1.00 EL CAMINO HEALTHCARE DISTRICT BOARD DIRECTOR STIPEND PAYMENT AND EXPENSE REIMBURSEMENT PROCEDURE

A. Coverage:

Stipends and expense reimbursement to members of the Board of Directors of the El Camino Healthcare District Board in accordance with the El Camino Healthcare District Board Director Compensation and Reimbursement Policy ("The Policy").

B. Adopted:

May 1, 2013

C. Eligibility

Upon request by a Director, the District will pay the Director meeting stipends and reimburse the Director related actual and necessary travel and incidental expenses (receipts must be submitted) incurred on behalf of the District as follows:

1. The amount of \$100 per qualifying meeting not to exceed 5 meetings per month in accordance with The Policy.
2. The District will reimburse a Director at the current IRS mileage rate for miles traveled. Directors who use their personal vehicles in performing District business are responsible for maintaining automobile collision/liability insurance. The District does not provide insurance coverage for the use of any personal vehicles.
3. Air travel will be reimbursed at normal tourist or coach airfare rates.
4. Ground travel to a meeting using the Director's personal vehicle will be reimbursed at the current IRS mileage rate per mile up to a maximum of 400 miles if less expensive than air travel expenses.
5. Lodging will be reimbursed at the standard private room rate at the selected motel/hotel. If the meeting has recommended lodging, the Director should request the recommended accommodations, as these are usually offered at reduced corporate rates.

6. If ground transportation is required at the meeting, the District will reimburse the Director for cab/bus fares or, if necessary, the rental expenses incurred by the Director for renting a standard compact car at a nationally advertised rental agency.

7. If the Director is traveling with family members and requests a larger automobile, he/she is to have the rental agency document what the price would have been before "the upgrade" and seek reimbursement for only the standard rental fee.

8. Meals will be reimbursed at actual cost plus tip (normally 15%). The maximum reimbursement per day is \$95.00. It is the responsibility of the Director to decide how he/she spends the per day maximum allowable amount for meals. (Receipts must be submitted).

9. Telephone calls required for necessary District business while traveling will be reimbursed at cost. If the Director needs to be in contact with the District via the Internet during the travel, the District will reimburse at the amount charged (must be itemized on the statement).

10. During the normal course of attending meetings, it is sometimes necessary to expend funds greater than the eligibility maximums for individual Directors. These expenses may be reimbursed by the District upon determination of the reasonableness of expense and must be approved by the Board Chair, or, if the Board Chair is the Director requesting reimbursement, then by the Vice Chair.

11. The District will not reimburse for the following:

- a. All expenses of the spouse who accompanies the Director on travel.
- b. All travel by business or first class. If the Director wishes to travel business or first class, the difference between the business or first class fare and the tourist or coach fare must be paid by the Director.
- c. Lodging amenities such as subscription television, valet service, cleaning/pressing of clothes (if the function is greater than one week, this service is allowed), concierge, etc. In room meal service is allowable to the normal meal reimbursement rates detailed in #9 above.
- e. Car rental fees on an individual basis where there is the opportunity to share a rental car for a group of participants.
- f. Additional per mileage charge or gasoline expense by a car rental agency for personal pleasure driving.
- g. Any entertainment such as theater, tours, nightclubs, etc.

D. Stipend Reporting

1. Since Stipends are considered taxable income, the Director must submit IRS FORM W-9 and will receive IRS FORM 1099. The Director must also complete District Form 0001, obtain the approval of the Board Chair, or, if the Board Chair is the Director requesting payment of a stipend, then of the Vice Chair, and submit the form to accounting.

E. Expense Account Reporting

Expense account reporting must be in conformity with minimum IRS standards. Minimum requirements are that all lodging and other travel expenses over \$25.00 (in October 1995, the IRS raised this amount to \$75.00, but the District has elected to use a \$25.00 minimum) be supported and indicate as a minimum all of the following:

- Meeting purpose
- Date and location
- Name and position (Director)

Noncompliance with the above requirements could cause the reimbursement to be considered as additional compensation to the Director and thus would become taxable (via a W-2 or Form 1099). To avoid this potential problem, the Director must complete the "Meeting-Education-Travel Reimbursement Authorization" form (District Form 0002) and attach all supporting documentation. Examples of supporting documents include:

1. Copy of registration form
2. Lodging receipts
3. Meal receipts
4. Car rental receipts
5. Parking fee receipts
6. Canceled personal checks for the expense

In circumstances where a receipt is not obtainable (or lost), the Director must attach a statement detailing the expense as to date, place, reason for expense, and amount.

Where receipts are given that include non-reimbursable or exceeded expenses, these expenses must be marked in some fashion and deducted from the other eligible expenses indicated on the receipt. If reimbursement is for a meeting expense the request must detail the nature of the meeting, its purpose, and identity of the participants.

The Director must obtain the approval of the Board Chair, or if the Director requesting reimbursement is the Board Chair, then the Vice Chair, and submit Form 0002 to accounting.

Calaveras Respite Program

Beginging Balance 1.1.2015 \$7,890.75
3.31.2015 \$20,000.00

Balance \$27,890.75

1st Quart 2015 (Jan thru March) \$1,619.00

2nd Quarter (April thru June) \$3,691.25

3rd Quarter (July thru Sept.)

4th Quarterh (Oct. thru Dec.)

\$5,310.25

Running Balance as of end of June 2015
\$22,580.50

9/8/2015

Hello all,

This report is updated through June 2015. (Q2 2015) Daymon and I are having a conversation today regarding ho
Thank you,

How you may be able to provide respite dollars to folks living in Calaveras County who are not using our Hospice.




August 28, 2015

Jeff Crovitz, PE, Director

MEMORANDUM

TO: Darcy Goulart, Planner III

FROM: Robert J. Pachinger, Deputy Director 

SUBJECT: 2015-048 Planned Development for Mark Twain Healthcare District
 APNs 073-049-002, 003, 004, 005, 006 and 073-047-001

BACKGROUND

The applicant is requesting approval of a Planned Development (PD) application for a two phase development described as the following: Phase I is a two story, 15,416 sq. ft. outpatient family medical clinic which would house family medical and women's services, imaging, physical therapy, conference rooms and space for future use. This phase includes the required parking and landscaping to support the development of Phase I. Phase II includes approximately 74,000 sq. ft. of space for future retail, eating establishments and a possible hotel site. When developed, the required parking and landscaping would also be installed to support the businesses associated with this phase. The project site is located on the southwest corner of Hwy 26 and Vista Del Lago West.

DISCUSSION

In reviewing the information provided and information associated with the previous map approval, Public Works considered the following issues:

1. Per County Code Section 12.02.040, driveways serve one parcel. As shown on the proposed site plan, the applicant intends to provide a 30-foot wide shared access road to serve the lots. A 20-foot drive serves the area next to Vista Del Lago West. However, the Commercial Road Template (County Code Section 12.02.390, Template L) consists of two 12-foot travel lanes, 8-foot parking lanes, and 7.5-foot wide sidewalks in a 60-foot right of way. Modification request consistent with County Code Section 12.02.380 may be submitted for consideration.
2. The traffic impact analysis submitted for the project was a draft study for the courtyard. No traffic study has been submitted to evaluate the impacts for the Mark Twain proposal. A traffic study is required to evaluate whether there are project specific impacts to the road, in the immediate vicinity.
3. Per County Code Section 12.02.260.4, the applicant shall obtain an encroachment permit from the state and satisfy State requirements.
4. A Grading Permit is required for any grading work on the site. As there are wetlands noted on the site, evidence of appropriate permits from Army Corps of Engineers and Fish and Game is required prior to issuance of grading permit.



5. Consistent with the Grading, Drainage, and Erosion control manual, the applicant must show evidence of ongoing maintenance of Best Management Practices.
6. Developers of the parcels will be required to pay the Valley Springs Benefit Basin Fee, Road Impact Mitigation Fee, and any newly established benefit basin fee required by this project prior to obtaining building permits.

PROPOSED REGULATORY COMPLIANCE

The proposed conditions are subject to revision pending the information in the updated traffic study.

- A. The applicant shall meet all applicable requirements of the County Road Ordinance (Chapter 12.02), the Encroachment Ordinance (Chapter 12.08), the Storm Water Quality Ordinance (Chapter 13.01), the Grading and Drainage Ordinance (Chapter 15.05), and the requirements of other agencies having jurisdiction, including without limitation the following:
 1. *Applicant shall improve the road based on the following design criteria:*
 - a. Improve the road to Commercial Road, Template L standards, two 12-foot travel lanes and 7.5-foot sidewalks within a minimum 60-foot right-of-way from State Route 26 to the turnaround at the end of the roadway. As the roadway is intended to serve an internal parking lot, the 8-foot parking lanes included in the standard template are not necessary.
 - b. The structural section shall be minimum 4" Class 2 A.B.
 - c. Maximum grade of road shall not exceed 12 percent slope.
 - d. Improve a minor collector road approach for the encroachments onto State Route 26 or a Caltrans-approved approach.
 - (1) Caltrans encroachment permit is required for any work within the State right of way.
 - e. Improve sidewalk along the entire frontage of the property on State Route 26. Sidewalks shall be ADA compliant.
 - (1) Caltrans encroachment permit is required for any work within the State right of way.
- B. *Improvement plans must be submitted to and approved by Public Works prior to the beginning of construction or filing of the Parcel Map for each phase, whichever comes first. Improvement plans must include but are not limited to the following:*
 1. Road improvement details including plan, profile, cross sections, and signature and stamp of the responsible registered civil engineer in charge.
 2. A grading plan showing existing and proposed contours.
 3. Location of existing and proposed utilities.
 4. Signage as needed, including a road name sign and traffic control signs.
 5. Drainage plans signed by a registered civil engineer including hydrology/ hydraulics analysis in support of design and analysis of pre and post project condition to verify that

- downstream drainage appurtenances can handle the flows. All incremental increases in peak flows from the development must be detained onsite.
6. Erosion control plan showing application of project specific Best Management Practices for Stormwater Pollution Prevention.
 7. The removal/re-location of all fences from within the road rights-of-way.
 8. Location of all wetland areas and areas of inundation by the 100-year storm event, if any.
 9. Soils/geotechnical report in support of design.
 10. The developer is required to apply for all necessary approval or permits including permits from Fish and Game, Regional Water Quality Control Board, and Army Corps of Engineers. The Waste Discharge ID Number shall be placed on the plans as evidence that the developer has complied with the State Storm Water Regulations for construction activity. Permits from other agencies shall be submitted to the County along with the improvement plans.
 11. Prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) as required and obtain a State Water Resources Control Board National Pollutant Discharge Elimination System (NPDES) permit for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit No. CAS000002).
 12. Implement Best Management Practices (BMPs) to manage storm water quality during project operations and post-construction. Identified BMPs shall be compliant with General Permit No. CAS000002 requirements, and may consist of, but would not be limited to: measures to detain storm water on the project site; measures to attenuate the concentration time of storm water; measures to attenuate peak flows at the boundary of the project; measures to prevent contamination of storm water within the project; measures to actively treat storm water; and measures to passively treat storm water.
 13. Comply with all applicable provisions of the Calaveras County's Grading, Drainage, and Erosion Control Manual.
- C. *The following items are to be submitted to the Public Works Department prior to Certificate of Occupancy:*
1. Evidence of a mechanism to assure post-construction maintenance of the storm water detention/treatment system.
 2. Per County Code Section 12.02.260.4, the applicant shall provide evidence of an encroachment permit from the state and satisfaction with State requirements.

RJP/blj

THE DIGNITY HEALTH – MARK TWAIN RELATIONSHIP

DIGNITY HEALTH

MARK TWAIN HEALTH CARE DISTRICT (MTHD)

Management Services Agreement

Administrative Services Agreement

Facility Lease

MARK TWAIN MEDICAL CENTER CORPORATION
8 MEMBER BOARD OF TRUSTEES
 [1 Board Member appointed by the two MTHD appointed Board Members; 1 Board Member appointed by six other Board Members; Chief of Staff or Designee]

Bylaws:
 1. Appoints 3 BOTR Members (one local resident)
 2. Holds Reserved Powers*

Bylaws:
 1. Appoints 2 BOTR Members

Dignity Health to:

- Manage operations of hospital including:
 - Recommend rates & charges
 - HR functions
 - Billing, Accounting & Financial Services
 - Budgets
 - Purchases and Leases of Equipment
 - Contract Negotiations
 - Regulatory Compliance
 - Strategic Planning
 - Provide CEO for MTMC (Dignity Health Employee)
- Make Available Line of Credit for \$500,000 to cover cash flow needs for Hospital operations
- Annual Management Fee: determined based on Dignity Health estimate of its fees and costs, including overhead costs, on annual basis, approved as part of hospital budget approved by MTMC Board
- Special Consulting Services Fees: to meet unexpected needs, as agreed in advance between Dignity Health and MTMC (e.g. HIPAA Compliance costs/advise?)
- TERM: 1/1/1990 to 12/31/2019
- Termination: upon breach or termination of Facility Lease

- Retains Hospital Personnel
 - Pays all salaries
 - Approves Medical Staff Bylaws
 - Approves Hospital Budget
 - Credentials all Medical Staff
 - Ensures Quality of Care

- Leased all Real & Personal Property for Hospital
- Rent payments of \$23,200/mo after 8/31/2004
- Tenant to pay all taxes
- Landlord pays all utilities (\$3.6) but may charge MTMC for same
- Tenant can offset rental obligations after 2004 based on capital improvement costs incurred during term
- Capital Improvements require Landlord approval if will be worth >\$100,000 at Lease termination
- MTMC has right of first refusal to buy leased property; and to participate in any health care programs of MTHD;
- MTHD may not engage in any health care activity that competes with MTMC during term of lease.
- TERM: 1/1/1990 to 12/31/2019

*Dignity Health Holds Reserved Powers per MTMC Bylaws: Dignity Health must approve (a) Amendment of Articles of Incorporation or Bylaws; (b) Disposition of assets; (c) Appointment of CEO; (d) Merger, consolidation, reorganization or dissolution; (e) Amendment to, or termination of the Lease; (f) Policies or practices not in conformity with the Statement of Common Values; and (g) Any proposed action or failure to act by the Board of Directors which could materially impair (i) this corporation's credit standing, financial condition, licensing or accreditation status; (ii) the corporation's ability to meet the Performance Standards under the Lease (§5.11); or (iii) Dignity Health's ability to carry out its Management Services Agreement.