



P. O. Box 95
San Andreas, CA 95249
(209) 754-4468 Phone

Special Meeting of the Board of Directors

Mark Twain Health Care District Board Room
Mark Twain Medical Center
768 Mountain Ranch Rd, San Andreas, CA

Wednesday, October 14, 2026

8:00am

Agenda

Zoom – Public Invitation information is at the End of the Agenda

Mark Twain Health Care 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”.

1. Call to order with Flag Salute:

2. Roll Call:

Member	In Person	Via Zoom/Phone	Absent	Time of arrival
Linda Reed				
Lori Hack				
Richard Randolph				
Johanna Vermeltfoort				

Quorum:

3. Approval of Agenda:

Public Comment – **Action**

4. 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 Health Care 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 3 minutes per speaker.** The Board appreciates your comments; however, it will not discuss and cannot act on items not on the agenda.

5. Closed Session:

- *Conference with Legal Counsel – Anticipated Litigation (Gov't Code 54956.9). Initiation of litigation pursuant to Section 54956.9(d)(4); Number of potential cases: (1)*

This Institution is an Equal Opportunity Provider and Employer
Agenda October 14, 2026, Special MTHCD Board Meeting

- *Chief Executive Officer (CEO) Performance Evaluation: Pursuant to Gov. Code Section 54957(b)(1)*
- *Conference with Labor Negotiator (Gov't Code 54957.6)
Agency designated representative: Board President
Unrepresented employee: CEO*

6. Reconvene to Open Session:

7. Board Transaction Summary:

Approve terms for Dr. Pandey. Public Comment – **Action**

8. Board Comment and Request for Future Agenda Items:

9. Next Meeting:

October 28, 2026 – Finance Committee at 8:00 a.m.; Board of Directors Meeting at 9:00 a.m.

10. Adjournment:

Public Comment – **Action**

Jessica Gwaltney is inviting you to a scheduled Zoom meeting.

Topic: MTHCD Special BOD Meeting

Time: Oct 14, 2026 08:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92908495064?pwd=L8BADbbymqHlxsmo9wteylknsDVOn6.1>

Meeting ID: 929 0849 5064

Passcode: 147834

One tap mobile

+16694449171,,92908495064#,,,,*147834# US

+16699006833,,92908495064#,,,,*147834# US (San Jose)

Join by SIP

• 92908495064@zoomcrc.com

Join instructions

<https://zoom.us/join/92908495064/invitations?signature=uRm6qbpe6wbac365Zt5uKWLjF70nDiU9QqOvZLukegs>

BOARD TRANSACTION SUMMARY

PROFESSIONAL SERVICES AGREEMENT

The following are the proposed material terms of the Agreement.

A. Parties

Identify the contractor.

Umesh Pandey, M.D.

B. Purpose/Reasons to Pursue the Arrangement

Describe the purpose of the arrangement and how it meets community needs.

The purpose is to hire a permanent medical provider (1099) for the Valley Springs Health & Wellness Center

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

New arrangement

C. Material Terms of the Agreement

1. Term of Agreement:

3 years

2. Financial Terms:

Describe the compensation methodology (hourly fee, monthly, fixed fee, percentage based, etc.). **Base compensation: \$360,00 yearly**

Sign on Bonus: \$25,000 payable on the effective date

Stay Bonus: \$20,000 for each of the first 3 years of completed service years, payable within 30 days after the end of the applicable service year.

CME Stipend: \$1,500 per calendar year during each service year

Indicate the maximum aggregate compensation to be paid per month, per year and over the life of the arrangement.

Maximum aggregate compensation over the 3 year contract is \$1,169,500.

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

See the attached MGMA 2026 Provider Compensation grid

3. Termination Provisions

Describe the termination provisions.

See attached Term and termination; suspension 6.2

Can the agreement be terminated without cause?

If so, what is the notice period?

Does the agreement have an automatic roll over provision?

If so, what is the notice period to terminate before the automatic roll over?

4. Indicate insurance coverage arrangements.

District maintains professional liability insurance of at least \$1,000,000. Per claim and \$3,000,000. Annual aggregate.

5. Business and Financial Risk

Identify any specific business and financial risks of the arrangement.

None

6. Special Terms

List any special requests or conditions that are material

None

Recommended for approval by _____

Date: _____

Family Medicine: Ambulatory Only (No Inpatient Work)

Total Compensation

	Groups	Providers	Mean	Stdev	10%tile	25%tile	Median	75%tile	90%tile
Overall	155	1250	\$330,748	\$120,493	\$200,268	\$254,454	\$312,801	\$391,969	\$468,576
Geographic Section									
Eastern	50	365	\$340,870	\$106,085	\$209,599	\$272,074	\$341,426	\$404,460	\$443,306
Midwest	44	150	\$282,598	\$105,301	\$160,211	\$218,085	\$268,959	\$337,656	\$401,105
Southern	52	561	\$339,952	\$140,258	\$200,034	\$253,019	\$299,383	\$407,270	\$524,703
Western	9	174	\$321,350	\$72,938	\$242,270	\$274,985	\$318,919	\$372,228	\$409,504

Collections, TC Excluded

	Groups	Providers	Mean	Stdev	10%tile	25%tile	Median	75%tile	90%tile
Overall	21	209	\$505,552	\$173,091	\$287,015	\$396,887	\$505,918	\$622,953	\$705,921
Geographic Section									
Eastern	1	72	*	*	*	*	*	*	*
Midwest	14	21	\$360,602	\$128,608	\$184,215	\$259,877	\$373,508	\$452,746	\$541,953
Southern	5	115	\$485,793	\$175,872	\$282,241	\$389,383	\$484,097	\$602,163	\$673,638
Western	1	1	*	*	*	*	*	*	*

Compensation to Collections Ratio

	Groups	Providers	Mean	Stdev	10%tile	25%tile	Median	75%tile	90%tile
Overall	20	203	0.732	0.215	0.538	0.591	0.678	0.807	0.947
Geographic Section									
Eastern	1	72	*	*	*	*	*	*	*
Midwest	13	20	0.788	0.18	0.61	0.687	0.738	0.854	1.087
Southern	5	110	0.771	0.248	0.523	0.585	0.755	0.895	0.992
Western	1	1	*	*	*	*	*	*	*

Physician Work RVUs

	Groups	Providers	Mean	Stdev	10%tile	25%tile	Median	75%tile	90%tile
Overall	133	855	6,524	2,479	4,125	5,086	6,231	7,492	9,234
Geographic Section									
Eastern	50	353	6,357	1,781	4,343	5,135	6,205	7,188	8,405
Midwest	29	78	5,478	3,326	2,450	3,959	5,102	6,361	7,131
Southern	46	260	7,467	3,138	3,965	5,566	7,016	8,980	11,210
Western	8	164	5,884	1,431	4,295	4,975	5,979	6,677	7,733

Compensation to Physician Work RVUs Ratio

	Groups	Providers	Mean	Stdev	10%tile	25%tile	Median	75%tile	90%tile
Overall	131	838	\$53.70	\$16.34	\$37.34	\$44.51	\$51.91	\$59.11	\$69.54
Geographic Section									
Eastern	50	352	\$54.64	\$15.62	\$37.93	\$43.80	\$52.00	\$62.23	\$74.07
Midwest	27	74	\$63.79	\$26.26	\$44.84	\$50.31	\$55.46	\$65.50	\$119.91
Southern	46	252	\$48.69	\$15.46	\$32.12	\$39.64	\$47.89	\$55.16	\$63.11
Western	8	160	\$54.87	\$9.09	\$46.35	\$51.23	\$54.11	\$58.45	\$63.36

Family Medicine (without OB)

Total Compensation

	Groups	Providers	Mean	Stdev	10%tile	25%tile	Median	75%tile	90%tile
Overall	1282	11250	\$323,126	\$124,779	\$186,194	\$260,055	\$312,046	\$375,336	\$452,221
Geographic Section									
Eastern	301	1420	\$307,693	\$119,126	\$200,717	\$245,159	\$285,223	\$347,338	\$436,961
Midwest	377	3675	\$331,434	\$115,927	\$217,697	\$265,996	\$317,589	\$383,423	\$461,907
Southern	403	2869	\$319,289	\$158,905	\$144,203	\$242,200	\$305,708	\$379,785	\$475,527
Western	201	3286	\$323,855	\$99,584	\$203,000	\$271,657	\$322,059	\$373,350	\$431,561

Collections, TC Excluded

	Groups	Providers	Mean	Stdev	10%tile	25%tile	Median	75%tile	90%tile
Overall	76	868	\$577,681	\$274,971	\$264,514	\$392,156	\$549,143	\$732,609	\$911,294
Geographic Section									
Eastern	11	189	\$588,937	\$259,952	\$335,564	\$437,558	\$530,179	\$664,213	\$931,247
Midwest	26	388	\$587,036	\$302,900	\$230,507	\$352,564	\$582,785	\$777,277	\$955,992
Southern	31	196	\$565,591	\$228,578	\$300,189	\$415,727	\$569,700	\$717,058	\$860,300
Western	8	95	\$542,025	\$271,848	\$103,577	\$423,350	\$549,504	\$658,842	\$830,778

Compensation to Collections Ratio

	Groups	Providers	Mean	Stdev	10%tile	25%tile	Median	75%tile	90%tile
Overall	75	844	0.719	0.57	0.423	0.49	0.596	0.726	1.016
Geographic Section									
Eastern	11	183	0.62	0.236	0.373	0.499	0.591	0.692	0.836
Midwest	26	383	0.756	0.638	0.413	0.451	0.556	0.802	1.193
Southern	30	188	0.674	0.313	0.479	0.532	0.62	0.682	0.901
Western	8	90	0.851	0.981	0.512	0.547	0.607	0.699	0.878

Physician Work RVUs

	Groups	Providers	Mean	Stdev	10%tile	25%tile	Median	75%tile	90%tile
Overall	1149	8867	6,201	2,911	3,005	4,381	5,930	7,414	9,329
Geographic Section									
Eastern	266	1138	6,279	3,072	2,585	4,376	6,026	7,727	9,642
Midwest	344	2954	5,900	2,327	3,063	4,485	5,863	7,219	8,545
Southern	352	2493	6,202	2,697	2936	4,175	6,146	7,727	9,329
Western	187	2282	6,552	3,610	3,190	4,441	5,791	7,241	11,176

Compensation to Physician Work RVUs Ratio

	Groups	Providers	Mean	Stdev	10%tile	25%tile	Median	75%tile	90%tile
Overall	1148	8842	\$61.91	\$41.80	\$35.42	\$45.42	\$52.75	\$64.68	\$90.08
Geographic Section									
Eastern	266	1135	\$64.30	\$50.61	\$29.56	\$41.69	\$50.74	\$63.75	\$107.40
Midwest	344	2953	\$68.31	\$51.10	\$43.50	\$48.34	\$54.11	\$66.97	\$93.35
Southern	351	2475	\$57.08	\$32.94	\$35.29	\$43.16	\$49.51	\$59.59	\$84.65
Western	187	2279	\$57.67	\$29.05	\$22.40	\$45.52	\$54.97	\$66.35	\$84.76

6.2 Termination. Notwithstanding the provisions of Section 6.1 (Term), this Agreement may be terminated:

- A. By either Party upon ninety (90) days written notice to the other Party.
- B. By either Party in the event of a material breach by the other Party, and in such event, the non-breaching Party shall have the right to terminate this Agreement after providing fifteen (15) days' written notice to the breaching Party, unless such breach is cured to the satisfaction of the non-breaching Party within the fifteen (15) days.
- C. By either Party upon written notice to the other Party in the event that any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect that prohibits or materially restricts or limits the Parties' lawful performance of the terms and conditions of this Agreement, or that changes or requires that the Parties materially change the terms and conditions of this Agreement; provided that prior to termination of this Agreement, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties that is limited to the minimum modification of this Agreement necessary to address the legal issue. If they are not able to reach a mutually acceptable solution within thirty (30) days after the date on which one Party notifies the other in writing of the need for negotiations, then either Party may terminate this Agreement by delivering written notice to the other Party, which termination shall be effective no earlier than the date required to comply with such law.
- D. By District in the event of the closure of the Clinic, cessation of the patient care operations, or sale of substantially all of District's Clinic assets, upon thirty (30) days' prior written notice to Physician.
- E. By District upon written notice to Physician in the event Physician is accused or convicted of a crime involving moral turpitude or Physician is accused of committing, or commits any act or thing that will tend to degrade Physician in society or bring Physician into public contempt, scorn or ridicule, or that will tend to shock, insult or offend the community or ridicule public morals or decency.

6.3 Effect of Termination. Upon any termination or expiration of this Agreement:

- A. All rights and obligations of the Parties shall cease except (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration, and (ii) those rights and obligations that expressly survive termination or expiration of this Agreement.
- B. Physician shall vacate the Clinic premises as soon as practicable, no later than seven (7) business days after the effective date of termination,

removing any and all of Physician's personal property, and District may remove and store, at Physician's expense, any personal property that Physician has not so removed.

- C. Physician shall immediately return to District all of District's property, including equipment, supplies, furniture, furnishings and patient records (subject to Section 11.2 (Records) below), in Physician's possession or under Physician's control.
- D. Physician shall not do anything or cause any other person to do anything that interferes with District's efforts to engage any other person or entity for the provision of professional services, or interferes in any way with any relationship between District and any other person or entity who may be engaged to provide services to District.

6.4 Suspension. District may suspend Physician on written notice to Physician from performance of this Agreement if any matter or event described in Section 6.2 (Termination) has occurred, such suspension to extend only for such time as District may reasonably require to investigate such matter or event and determine whether it constitutes a basis for termination of this Agreement.

6.5 No Hearing Rights. Expiration or termination of this Agreement for any reason shall not provide Physician with the right to a "fair hearing" or any other similar rights or procedures. Notwithstanding the foregoing, Physician shall be entitled to hearing rights in accordance with Clinic policies and procedures in the event that any expiration or termination of this Agreement should result in a report being made concerning Physician to the Medical Board of California or the National Practitioner Data Bank.

6.6 Non-Renewal. In the event that this Agreement is terminated pursuant to Section 6.2 (Termination) prior to the expiration of the term or any renewal term, the Parties shall not enter into any agreement between them for the same or substantially the same services for one (1) year after the termination.

6.7 Rights Upon Termination. Upon any termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued or expressly survive termination.

6.8 Survival. The provisions of Sections 1.8 (Meaningful Use; Other Incentive Programs), 5.1 (Assignment), 5.2 (District Responsibility), 6.5 (No Hearing Rights), 9.2 (Indemnification), 9.3 (Insurance), 11.1 (No Sharing of Proprietary Information), 11.2 (Records), 11.3 (No Existing Obligations Preventing Agreement), 11.4 (Confidential Proprietary and Trade Secret Information of Others), 11.5 (Access to Records), 11.7 (Arbitration and Dispute Resolution), 11.9 (Attorneys' Fees), 11.11 (Choice of Law), and 11.13 (Notices) and the repayment obligations set forth in Exhibit C shall survive the termination of this Agreement.

UMESH PANDEY, M.D.

Family Medicine Physician

ABFM Certified Family Medicine Physician with experience in fast-paced urgent care, inpatient, and outpatient family practice settings. Adept in diagnosing and treating acute and chronic health issues and performing common office procedures while maintaining high standards of medical practice and patient safety. Regularly manages chronic disease panels in EHR, stabilizing blood pressure and glucose and updating immunizations and cancer screenings.

EMPLOYMENT HISTORY

PHYSICIAN - FAMILY MEDICINE

Kaiser Permanente

Oct 2022 – Present
Elk Grove, California

- ♦ Reduced adverse drug events by adjusting medication regimens for polypharmacy patients to prevent interactions.
- ♦ Diagnosed and treated acute respiratory infections in primary care clinic, reducing return visits for same complaint.
- ♦ Managed chronic disease panels using EHR problem lists and protocols to stabilize patients' blood pressure and glucose.
- ♦ Performed comprehensive preventive visits and applied evidence-based screening to update immunizations and cancer screenings.
- ♦ Interpreted labs and adjusted lipid and antihypertensive regimens to meet guideline-based targets for high-risk patients.
- ♦ Reviewed opioid prescriptions using state PDMP, adjusted pain plans to reduce high-risk opioid overlaps.
- ♦ Implemented brief MI techniques in diabetes visits, increasing patient engagement with self-management activities.
- ♦ Reviewed abnormal screening panels and ordered targeted follow-ups to close preventive care gaps for patients.
- ♦ Coordinated referrals with behavioral health team, clarifying treatment plans and reducing wait times for therapy access.
- ♦ Reviewed abnormal A1c trends and adjusted diabetes medication regimens to lower hyperglycemia episodes.
- ♦ Designed patient education handouts for hypertension management and distributed them during clinic encounters.
- ♦ Coordinated vaccine clinics with nursing staff, increasing adult immunization completion during flu season.
- ♦ Performed focused musculoskeletal exams and ordered targeted X-rays to expedite fracture diagnoses.
- ♦ Conducted same-day urgent visits for acute illnesses, documented plans in EHR, reduced follow-up calls.
- ♦ Reviewed medication reconciliation at every visit using EHR lists to correct dosing discrepancies.

RESIDENT PHYSICIAN, FAMILY MEDICINE RESIDENCY

Pontiac General Hospital

Sep 2019 – Aug 2022
Pontiac, Michigan

- ♦ Conducted daily inpatient rounds for 12–16 patients in Epic and updated treatment plans.
- ♦ Interpreted labs and imaging to refine diagnoses and adjusted antibiotics per culture results.
- ♦ Counseled patients and families on discharge plans and medications to reduce readmission confusion.
- ♦ Reviewed antibiotic stewardship reports and recommended de-escalation based on sensitivity trends.
- ♦ Trained junior residents.
- ♦ Explained complex prognoses to families and documented goals-of-care and advanced directive status.
- ♦ Performed medication reconciliation at admission, correcting home med lists to prevent errors.
- ♦ Managed daily admissions, triaged new consults, and assigned acuity for inpatient census.
- ♦ Ran morbidity and mortality case reviews to find system gaps and propose protocol changes.
- ♦ Served as Primary Care Provider to all-ages patient panel from underserved communities at an FQHC under preceptor's supervision.
- ♦ Performed outpatient procedures including I&D, joint injections, skin biopsies, cryotherapy, IUD removal/placement, Pap smears.
- ♦ Treated patients in urgent care settings.

CLINICAL DOCUMENTATION SPECIALIST

Pontiac General Hospital

Feb 2019 – Aug 2019
Pontiac, Michigan

CARDIOLOGY CLERKSHIP

Pontiac General Hospital

Apr 2018 – May 2018
Pontiac, Michigan, United States

OBSTETRICS AND GYNECOLOGY CLERKSHIP

St Joseph Medical Center

Feb 2018 – Apr 2018
Pontiac, Michigan, United States

FAMILY MEDICINE CLERKSHIP

Honor Community Health, FQHC

Jan 2018 – Feb 2018
Pontiac, Michigan, United States

PSYCHIATRY CLERKSHIP*Pontiac General Hospital*

Nov 2017 – Jan 2018

*Pontiac, Michigan, United States***INTERNAL MEDICINE CLERKSHIP***Pontiac General Hospital*

Aug 2017 – Nov 2017

*Pontiac, Michigan, United States***RESEARCH ASSISTANT***University of Manitoba*

May 2012 – Dec 2012

Manitoba, Canada

EDUCATION

FAMILY MEDICINE RESIDENCY PROGRAM*Pontiac General Hospital*

Sep 2019 – Aug 2022

*Pontiac, Michigan***DOCTOR OF MEDICINE***St. Martinus University Faculty of Medicine*

Jul 2015 – Jan 2019

*Willemstad, Curaçao***BACHELOR OF SCIENCE***University of Manitoba*

Sep 2009 – Apr 2013

Manitoba, Canada

SKILLS

Chronic Care Management, Patient Advocacy, Telemedicine, Health Informatics, Critical Thinking, Empathy, Adaptability, Medication Management, Patient Education, Time Management, Cultural Competence, Decision Making, Conflict Resolution, Team Collaboration, Emotional Intelligence

LANGUAGES

English (*Native*), Hindi (*Native*), Marathi (*Native*), Gujarati (*Highly proficient*), Punjabi (*Highly proficient*)

HOBBIES

Movies, Cricket, Soccer, Music, Traveling, International Politics

ADDITIONAL INFORMATION

RESEARCH EXPERIENCE*University of Manitoba, Winnipeg, MB, Canada***PUBLICATIONS***Articles*

- ♦ Treberg, J., Banh, S., Weihrauch, D., & Pandey, U. (2013, February 11). *Intertissue Differences for the Role of Glutamate Dehydrogenase in Metabolism*. Coauthored research article published at American Journal, PubMed, and ResearchGate. Pub Status: Published.

AWARDS/ACCOMPLISHMENTS

- ♦ Top Performer Hypertension Physician Recognition 2025 at South Sacramento Kaiser Permanente
- ♦ I Saved a Life Certificate 2024 at South Sacramento Kaiser Permanente