### MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS

#### TUESDAY, APRIL 25, 2017

#### SMITH AUDITORIUM

Voting Board Members

Present:

Douglas H. Baker

Ronald Bennett

Ronald Chapin Kevin E. Cichocki, D.C.

Jonathan Dandes

Darby Fishkin

Kathleen Grimm, M.D.

Sharon L. Hanson

Thomas P. Malecki, CPA

Michael A. Seaman

Voting Board Members

Excused:

Bishop Michael Badger

Frank Mesiah Michael Hoffert Kevin M. Hogan, Esq

Anthony Iacono

Non-Voting Board

Representatives Present:

James Lawicki

Bill Pauly

Thomas Quatroche

Also Present:

Donna Brown

A.J. Colucci, III, Esq.

Peter Cutler Andy Davis Leslie Feidt Susan Gonzalez

Stephen Gary

Al Hammonds

Julia Culkin-Jacobia

Jarrod Johnson Brian Murray James Turner Robert Vail

Karen Ziemianski

#### I. CALL TO ORDER

Chair, Sharon Hanson called the meeting to order at 4:35 P.M.

#### II. APPROVAL OF MINUTES OF MARCH 28, 2017 REGULAR BOARD MEETING DEFERRED.

#### III. ACTION ITEMS

A. Resolution Approving Emergency Procurements Relating to IT Recovery

Mr. Colucci presented the resolution, reminding the board of state law and procurement guidelines implicated by the board's consideration of this issue. Mr. Colucci also addressed an open question from the March meeting relating to procurement, confirming that the board prerogatives pertaining to non-budgeted

procurements remains unchanged in the most recently approved procurement guidelines.

Moved by Jonathan Dandes and seconded by Michael Seaman to approve the resolution as presented.

Motion Approved Unanimously.

#### B. Written Consent of the Sole Member of 1827 Fillmore LLC

Moved by Kevin Cichocki, D.C. and seconded by Douglas Baker to approve the resolution as presented.

Motion Approved; Michael Seaman abstained.

## C. <u>Resolution Approving Certain Actions Under State Environmental Quality Review Act Regarding 1827 Fillmore Avenue.</u>

Moved by Jonathan Dandes and seconded by Douglas Baker to approve the resolution as presented.

Motion Approved; Michael Seaman abstained.

#### D. 1827 Fillmore LLC Unanimous Written Consent of the Member

Moved by Ronald Bennett and seconded by Kevin Cichocki, D.C. to approve the resolution as presented.

Motion Approved; Michael Seaman abstained.

# E. <u>Approval of April 6, 2017 Medical/Dental Staff Appointments/Re-Appointments.</u>

Moved by Jonathan Dandes and seconded by Douglas Baker.

Motion Approved Unanimously.

#### IV. BOARD COMMITTEE REPORTS

All reports except that of the Performance Improvement Committee are received and filed in the March 28, 2017 Board book.

#### V. REPORT FROM PRESIDENT AND CEO:

- A. President & CEO Report: Thomas J. Quatroche, Ph.D.
  - Mr. Quatroche provided an overview of progress made in remediating the IT event of April 9, 2017 and what remains outstanding. He reminded the board of the extra efforts expended by staff in meeting the challenges presented by the event.

- Patient care has been uninterrupted during this time and volumes continue to be very strong.
- Announced Leapfrog "A" score which is an unbelievable achievement.

#### VI. RECESS TO EXECUTIVE SESSION - MATTERS MADE CONFIDENTIAL BY LAW

Moved by Kevin Cichocki, D.C. and seconded by Douglas Baker to enter into Executive Session at 4:55 p.m. to consider matters made confidential by law, including certain personnel-related matters, strategic investments, and business plans.

Motion approved unanimously.

#### VII. RECONVENE IN OPEN SESSION

Moved by Bishop Michael Badger and seconded by Douglas Baker to reconvene in Open Session at 6:05p.m. No action was taken in Executive Session.

Motion approved unanimously.

#### VIII. ADJOURNMENT

Moved by Kevin Cichocki, D.C. and seconded by Michael Seaman to adjourn the Board of Directors meeting at 6:08 p.m.

Douglas H. Baker Corporation Secretary

#### ERIE COUNTY MEDICAL CENTER CORPORATION

#### Resolution Approving Emergency Procurements Due to ECMCC Computer Outage

Approved April 25, 2017

Whereas, on April 9, 2017, a virus damaged the computer systems of Erie County Medical Center Corporation (the "Corporation"), causing them to be unavailable; and

WHEREAS, in order to restore its systems and to continue to provide essential services to patients during the system outage, the Corporation has determined a need to procure supplies and services on an emergency basis, in accord with the Corporation's Procurement Guidelines; and

WHEREAS, New York State Finance Law and the Corporation's Procurement Guidelines permit for emergency procurements to prevent or minimize serious disruption of Corporation services jeopardizing patient health, welfare or safety; and

Whereas, such emergency procurements must be limited to those supplies, services, or construction items necessary to meet the immediate emergency; and

Whereas, emergency procurements by the Corporation to date are included in the attached Schedule  $\boldsymbol{A}$ ; and

Whereas, the Chief Executive Officer has approved such emergency procurements as are necessary to meet the immediate needs of the Corporation; and

WHEREAS, the Board has reviewed the facts and circumstances and has determined that such emergency procurements are necessary to prevent the disruption of services that would jeopardize patient health, welfare and safety;

Now, therefore, the Board of Directors resolves as follows:

- 1. All procurement activity undertaken by the Corporation to respond to the April 9, 2017 event is ratified, including those detailed in Schedule A. The Corporation is hereby authorized to undertake future emergency purchases of goods, services and equipment relating to the April 9, 2017 disruption of computer systems that are necessary to restore computer system functionality, until the Corporation's systems are fully operational.
- 2. The Corporation is authorized to take all steps necessary to effect these procurements in accordance with this resolution, New York State Finance Law, and the Corporation's Procurement Guidelines.
  - This resolution shall take effect immediately.

Douglas H. Baker

Corporation Secretary

#### ERIE COUNTY MEDICAL CENTER CORPORATION

#### Schedule A

Vendor	Cost
Annesse Consulting	\$250,000
Cisco	\$25,000
Dell	\$2,900
Dell (hard drives)	\$153,000
GreyCastle Security	\$60,000
Improvisations, Inc.	\$45,000
iSecure, Inc.	\$116,870
Kronos Incorp.	\$188,884
Kronos Incorp.	\$5,000
Microsoft Exchange	\$12,000
Meditech	\$35,000
Microsoft Corp. (consulting)	\$370,000
Microsoft Corp.	\$77,568
Navin Haffty	\$45,000
Nexis Scanning	\$6,000
SMP Corp.	\$69,738
Symantec Corp.	\$22,008

Erie County Medical Center Corporation 462 Grider Street Buffalo, NY 14215



April 22, 2017

Board of Directors Erie County Medical Center Corporation 462 Grider Street Buffalo, New York 14215

Members of the Board:

On April 9, 2017, ECMCC's computer systems were incapacitated by a computer virus. Though not all technology was affected, systems were disabled on the advice of our security team to prevent further damage to ECMCC records and computer systems.

In an effort to restore its systems as quickly as reasonably possible, and to reduce risks to patient safety as a result of the computer outage, ECMCC has needed to engage a number of outside firms and purchase additional security resources. ECMCC also has employed alternative methods of purchasing certain supplies and services from vendors while its computer systems have been offline.

The law and ECMCC's Procurement Guidelines allow for ECMCC to engage in emergency procurements that would otherwise be contrary to competitive bidding requirements "to prevent or minimize serious disruption of ECMCC services jeopardizing patient health, welfare or safety." These procurements are limited to the supplies or services necessary to meet the immediate emergency. In order to comply with our guidelines, I approved these procurements on April 9, 2017. The Board of Directors, likewise, must ratify these actions and approve future actions.

This letter serves as the record of my April 9, 2017 authorization for such emergency procurements as are necessary to meet our immediate needs caused by the computer outage, and extends until our systems are fully operational again. I ask that you also please approve these procurements to allow us to continue to meet our patient needs during this time.

Thank you,

Thomas J. Quatroche Jr., Ph. D

Chief Executive Officer

# WRITTEN CONSENT OF THE SOLE MEMBER OF 1827 FILLMORE LLC

The following actions required or permitted to be taken at a meeting of the members of 1827 FILLMORE LLC (the "Company") hereby are taken on the written consent of the sole member of the Company without a meeting pursuant to the provisions of the New York Limited Liability Law:

IT IS RESOLVED, the articles of organization (the "Articles of Organization") filed with the New York State Department of State, Division of Corporations and State Records, on April 17, 2017, be adopted and ratified as the Company's Articles of Organization, to have effect as of the date thereof; and it is further

**RESOLVED**, that the operating agreement (the "Operating Agreement") set forth as <u>Exhibit A</u> be adopted and ratified as the Company's Operating Agreement, to have effect as of the date of its execution; and it is further

**RESOLVED**, that pursuant to Section 12(b)(i) of the Operating Agreement, Thomas J. Quatroche, Jr. and Stephen M. Gary, Sr., are hereby appointed as the Managers of the Company effective as of April 25, 2017 to serve in accordance with the terms of the Operating Agreement; and it is further

IN WITNESS WHEREOF, this Written Consent has been executed by the undersigned sole member as of the 25th day of April, 2017.

ERIE COUNTY MEDICAL CENTER CORPORATION

Douglas H. Baker

Corporation Secretary

#### EXHIBIT A

# OPERATING AGREEMENT OF 1827 FILLMORE LLC

This Operating Agreement of 1827 FILLMORE LLC, a limited liability company organized under the New York Limited Liability Company Law (the "Company") is entered into as of the 25th day of April, 2017, by Erie County Medical Center Corporation (the "Member") as the sole member of the Company.

#### **RECITALS**

WHEREAS, the Member has agreed to organize and operate a New York limited liability company in accordance with the terms and provisions set forth in this Agreement and the New York Limited Liability Company Law (the "Law") and has caused Articles of Organization (the "Articles") to be prepared, executed and filed with the New York State Department of State (the "DOS").

NOW, THEREFORE, for good and valuable consideration, the Member, intending legally to be bound, agrees as follows:

- 1) Name: The name of the Company is 1827 FILLMORE LLC. The Company may do business under its name and under any other name or names which the Member elects. If the Company does business under a name other than that set forth in the Articles, the Company shall file a certificate with the DOS as required by Section 130 of the New York General Business Law.
- Purpose. The Company is formed to conduct any lawful business under the Law. The Company may engage in any and all activities as may be necessary, incidental, or convenient to carry out the business of the Company as contemplated by this Agreement. The Company may also engage in any and all other business permitted by law.
- 3) <u>Principal Place of Business</u>. The principal office of the Company shall be 462 Grider Street, Buffalo, New York 14215 or at such other place as shall be agreed upon from time to time by the Member.
- 4) <u>Term</u>. The term of the Company commenced upon the filing of the Articles with the DOS in accordance with the Law or at such later date as indicated in the Articles, and shall be of unlimited duration unless earlier terminated as provided in Section 16 of this Agreement.
- 5) <u>Capital Contribution</u>. The Member has contributed cash in the amount set forth on <u>Schedule A</u> attached hereto as its capital contribution.

- 6) <u>Additional Contributions</u>. The Member shall have no obligation to contribute additional capital or make any loan to the Company; however, the Member may, from time-to-time and at its option, make voluntary additional capital contributions or loans to the Company.
- 7) <u>Allocation of Profits and Losses</u>. The Company's profits and losses will be allocated to the Member.
- 8) <u>Distributions</u>. Distributions will be made to the Member at the times and in the aggregate amounts determined by the Member.
- 9) <u>Membership Units</u>. The Company shall have the authority to issue an unlimited number of membership units evidencing a member's membership interest in the Company. Such membership units shall be issued by the Company upon receipt by the Company of appropriate consideration therefore.
- 10) <u>Certificates</u>. The Company shall have the authority to issue certificates, in form and substance satisfactory to the Company and in compliance with the Law, evidencing the membership units of the Company. Any such certificates shall bear such legends as the Company may reasonably determine to be appropriate or as otherwise may be required by the Law.
- 11) <u>Member</u>. The name, address, number of membership units and membership interest percentage of the Member are set forth on <u>Schedule A</u>, which shall be amended from time-to-time upon the admission of additional members or upon a change in membership interest.

#### 12) Management.

(a) <u>Management by Managers</u>. The business and affairs of the Company shall be managed under the direction and control of the Managers. The Managers shall be subject to all of the duties and liabilities of the Managers which are contained in this Agreement, the New York Act, and any other applicable law. The Manager need not be a natural person.

#### (b) Number and Removal of the Manager(s).

- i) The total number of Managers shall be fixed at two (2). The current Chief Executive Officer and Chief Financial Officer of Erie County Medical Center Corporation shall serve as the Managers of the Company. The Managers shall serve at the pleasure of the Member and may only be removed by the Member, at any time, with or without cause.
- ii) Notwithstanding anything to the contrary in the foregoing, any Manager may resign at any time by giving at least thirty (30) days written notice thereof to the Members. The resignation of any Manager shall take effect at the time provided in such notice and no acceptance of the resignation shall be necessary.

- iii) Upon the death, disability, resignation, or removal of a Manager, the Member may, at its discretion, elect a replacement Manager.
- (c) General Powers. As approved by the Member, the Manager shall have the full power to execute and deliver, for and on behalf of the Company, any and all documents and instruments which may be necessary or desirable to carry on the business of the Company, including, without limitation, any and all deeds, contracts, leases, mortgages, deeds of trust, promissory notes, security agreements, and financing statements pertaining to the Company's assets or obligations, and to authorize the confession of judgment against the Company. No Person dealing with the Manager need inquire into the validity or propriety of any document or instrument executed in the name of the Company by the Manager, or as to the authority of the Manager in executing the same; provided, however, that nothing contained in this Section 6.3 shall be construed as relieving the Manager from any liability to the Company or the Member arising as a result of such Manager taking any action on behalf of the Company that has not been properly authorized by the Member as required under the terms of this Agreement, and any such Manager shall be solely responsible for any loss and expense incurred by the Company as a result of an unauthorized action and shall indemnify and hold Company harmless with respect to any loss or expense incurred.
- (d) <u>Extraordinary Transactions</u>. Notwithstanding anything to the contrary in this Agreement, the Manager shall not undertake any of the actions enumerated in subsection (j) of this Section of this Agreement on behalf of the Company without the advance written approval of the Member.
- (e) <u>Authority to Bind the Company</u>. Unless expressly authorized to do so by the written consent of the Member, no Manager or any other Person who is not a Manager of the Company shall have any authority to act on behalf of or to bind the Company.
- (f) Manager Shall Act in Good Faith. The Manager shall perform his/her duties in good faith, in the manner she/he reasonably believes to be in the best interests of the Company and with such degree of care as an ordinarily prudent person in a similar position would use under like circumstances. A Manager who so performs his/her duties shall have no liability by reason of being or having been a Manager and shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, except as otherwise provided in the New York Act or any other applicable law. The Member acknowledges and agrees that the Manager does not guaranty or otherwise make any representation or warranty to the Company or the Member with regard to the performance of the Company or profits to be derived from any or all of its activities.
- (g) <u>Indemnification</u>. The Company shall indemnify, defend and hold harmless the Manager for all costs, losses, liabilities, and damages paid or incurred by such Manager in the performance of his/her duties in accordance with the terms of this Agreement, to the fullest extent provided or permitted by the New York Act or other applicable laws.

- (h) <u>Compensation</u>; <u>Expense Reimbursement</u>. The Manager shall diligently and faithfully devote the time to the management of the Company necessary to serve the Company purposes and shall perform all the duties of the Manager which are provided for in this Agreement and the New York Act. The Manager shall not receive compensation for services rendered to the Company in such capacity, but shall be entitled to reimbursement of all reasonable and necessary business expenses incurred in the administration of the Company and approved in writing the Member.
- (i) Transactions with Interested Persons. Unless entered into in bad faith, no contract or transaction between the Company and one of its Managers, officers or between the Company and any other person or entity in which one or more of its Members, Managers, or officers have a financial interest or are directors, partners, members, managers or officers or employees, shall be voidable solely for this reason or solely because said Member, Manager, or officer was present or participated in the authorization of such contract or transaction if: (a) the material facts as to the relationship or interest of said person and as to the contract or transaction were disclosed or known to the Member and the contract or transaction was authorized by the Member; or (b) the contract or transaction was entered into on terms and conditions that were fair and reasonable to the Company as of the time it was authorized, approved, or ratified. Subject to compliance with the provisions of this Section, no Member, Manager, or officer interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the Company, any other Member, Manager, officer, or other person for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.
- (j) <u>Major Decisions</u>. Notwithstanding any other provisions of this Agreement, none of the actions enumerated below shall be taken without the advance written consent of the Member:
- i) the admission of additional members, creation of any new class of membership interests with rights or preferences senior to those of the Member, or issuance of any additional membership interests;
- ii) the sale, lease, exchange or other disposition (other than by way of pledge, mortgage, deed of trust or trust indenture) of all or substantially all of the Company's assets;
- iii) the merger, or consolidation of the Company with any other person or entity, or the dissolution of the Company; or
- iv) the amendment of either of the Articles of Organization or this Operating Agreement.
- 13) No Management By Other Persons or Entities. Except as provided in this Agreement or otherwise expressly delegated by the Member, no person or entity other than the

Member is an agent of the Company or has any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

Officers. The Company may have officers. The officers of the Company, if any, shall be appointed by the Member, shall serve at the pleasure of the Member and shall have such authority and perform such duties as the Member shall authorize. Officers need not be Members. Notwithstanding anything to the contrary contained herein, no officer of the Company shall be authorized to take any action which, under the terms of this Agreement, requires the approval of the Member, unless such written approval has been obtained. The officers may include a President, Vice President, Secretary, and Treasurer and shall have the responsibilities given to them by the Member. Any officer may be removed by the Member at any time, with or without cause. Each officer will hold office until his/her successor is duly designated and qualifies or until the earlier of the officer's death, resignation or removal. Any number of offices may be held by the same person.

#### 15) <u>Indemnification</u>.

- (a) The Company shall indemnify, defend, and hold harmless the Member, Manager, and the officers from and against any and all loss, liability, damage, cost, or expense, including reasonable attorneys' fees, suffered or incurred in defense of any demands, claims, or lawsuits against the Member, Manager, or the officers in or as a result of or relating to his capacity, actions, or omissions as the Member or officers of the Company, or concerning the Company or any activities undertaken on behalf of the Company, provided that the acts or omissions of the Member, Manager, or the officers are not found by a court of competent jurisdiction upon entry of a final judgment to have been the result of fraud, gross negligence or willful misconduct or to have violated such lesser standard of conduct or public policy as under applicable law prevents indemnification hereunder.
- (b) Each of the Managers, officers, and the Member shall be entitled to receive, upon request therefore, to the extent cash or cash equivalents are available to the Company, advances to cover the costs of defending any claim or action against him; provided, however, that such advances shall be repaid to the Company, with interest, if he is found by a court of competent jurisdiction upon entry of a final judgment to have violated the standards for indemnification set forth in Section 15(a) above.
- 16. <u>Dissolution</u>. The Company will dissolve, and its affairs will be wound up upon the first to occur of the following: (a) the written consent of the Member, (b) the bankruptcy, dissolution, expulsion, incapacity or withdrawal of the Member or the occurrence of any other event which terminates the continued membership of the Member in the Company, or (c) the entry of a decree of judicial dissolution under the Law.
- 17. Winding Up. Upon the dissolution and winding up of the Company, the assets will be distributed as provided for in Section 704 of the Law and upon completion of the distribution of Company assets, the Company will be terminated and the person acting as liquidator shall cause the cancellation of the Articles and shall take such other actions as may be necessary or appropriate to terminate the Company.

- 18) <u>Assignments</u>. The Member may assign in whole or in part its membership interest.
- 19) Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member. Prior to the admission of any such additional member(s) of the Company, the Member shall amend this Agreement to make such changes as the Member determines necessary to reflect the fact that the Company will have more than one member.
- 20) <u>Liability of Member</u>. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Law.
- 21) <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstance, is held invalid, the remainder of this Agreement and the application of its provisions to the other persons and circumstances will not be affected thereby.
- 22) <u>Captions</u>. The captions of this Agreement are inserted for convenience of reference only and will not affect the meaning of the provisions of this Agreement.
- 23) <u>Application of the Law</u>. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of the Law.
- 24) <u>Governing Law</u>. This Agreement is governed by, and will be construed under, the laws of the State of New York, without regard to rules of conflict of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Member has executed and delivered this Agreement as of the date first above written.

ERIE COUNTY MEDICAL CENER CORPORATION

Thomas J. Quatroche, Jr., Ph.D Chief Executive Officer

[Signature Page to Operating Agreement]

#### Schedule A

Member Name	Capital	Membership	Membership
and Address	<u>Contribution</u>	<u>Units</u>	<u>Interest</u>
Erie County Medical Center Corporation 462 Grider Street Buffalo, New York 14215	\$100.00	100.0	100%

#### ERIE COUNTY MEDICAL CENTER CORPORATION

#### Resolution Approving Certain Actions Under State Environmental Quality Review Act Regarding 1827 Fillmore Avenue

Approved April 25, 2017

WHEREAS, the Corporation wishes to acquire appropriately 17.17 acres of real property and a vacant building thereupon, located at 1827 Fillmore Avenue, Buffalo, New York, designed as Parcel Section 13 Block 1 Lot 11, on the City of Buffalo Tax Map ("the Property"); and,

WHEREAS, the Corporation has negotiated and will execute a Purchase and Sale Agreement for the acquisition of the Property for One Million Four Hundred Fifty Thousand Dollars (\$1,450,000.00); and,

Whereas, before executing this Purchase and Sale Agreement, the Corporation is required, and intends, to comply with the New York State Environmental Quality Review Act (Article 8 of the New York State Environmental Conservation Law and 6 NYCRR 617) ("SEQRA") as an involved agency; and,

Whereas, the Board of Directors desires that the Corporation act as lead agency for the SEQRA review and, if so designated, to proceed to complete an Environmental Assessment Form to determine the significance of the proposed action of acquiring the Property prior to executing a Purchase and Sale Agreement;

Now, Therefore, the Board of Directors resolves as follows:

- 1. In accordance with Article 8 of the State Environmental Conservation Law and 6 NYCRR Part 617, the Corporation shall seek to be designated as the lead agency for the SEQRA Review of the proposed action of acquiring the Property, and if so designated, to proceed to complete an Environmental Assessment Form to determine the significance of the project as an Unlisted Action after undergoing a coordinated review of any and all involved agencies.
  - 2. This resolution shall take effect immediately.

Douglas H. Baker

Corporation Secretary

W. Boh

#### 1827 FILLMORE LLC

# UNANIMOUS WRITTEN CONSENT OF THE MEMBER

April 25, 2017

The undersigned Managing Member of 1827 Fillmore LLC a New York limited corporation (the "Company"), hereby consents to the adoption of the following resolutions without a meeting and direct that this Consent be filed with the minutes of the Company.

RESOLVED, that Thomas J. Quatroche, Jr. and Stephen M. Gary, Sr. (each an "Authorized Person") be, and hereby is, authorized, directed, and empowered, acting alone, in the name or on behalf of the Corporation, to execute the Brownfield Cleanup Program (BCP) Application, the BCP Agreement, or any other documents or agreements necessary to enter and participate in the New York State Department of Environmental Conservation's Brownfield Cleanup Program (Environmental Conservation Law Article 27, Title 14) for property under contract or owned by the Company located at 1827 Fillmore Avenue, Buffalo New York; and be it further

RESOLVED, that the Authorized Person is hereby authorized, empowered and directed to take all such action on behalf of the Company as they may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolution; and be it further

RESOLVED, that any acts of any officer of the Company and of any persons designated and authorized to act by any such officer of the Company, which acts would have been authorized by the forgoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as acts of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Joint Unanimous Written Consent as of the date set forth above.

Erie County Medical Center Corporation

Douglas H. Baker

ECMCC Corporation Secretary

#### I. CALL TO ORDER

March meeting minutes endorsed by MED and approved by BOD.

#### II. ADMINISTRATIVE

- A. Deceased -None
- B. Applications Withdrawn –Lee Radford, MD Orthopaedic Surgery, Carolyn Dudley, MD and Norman Jones, MD Radiology (Teleradiology)
- C. Application Processing Cessation None
- D. Automatic Processing Conclusion (inactive applications > 180 days from date of signature)

#### E. Resignations

Schregel, Kristin FNP Family		28/2017
Corbelli, Richard MD Internal	•	31/2017 17/2017 13/2017

FOR INFORMATION

#### III. CHANGE IN STAFF CATEGORY -

**Internal Medicine** 

Hom, Jennie MD

Surgery

Posner, Alan MD

Active to Courtesy, Refer and Follow

Active to Associate

FOR OVERALL ACTION

#### IV. DEPARTMENT CHANGE or ADDITION - None

#### V. CHANGE or ADDITION IN COLLABORATING SUPERVISING ATTENDING -

**Family Medicine** 

Finney, Maureen PA-C

Allied Health Professional

Supervising Physician: Robert Lugo, MD

**Orthopaedic Surgery** 

Castonguay, Andrea PA-C

Allied Health Professional

Supervising Physician: Evgeny Dyskin, MD

FOR INFORMATION

#### VI. PRIVILEGE ADDITION/REVISION

**Internal Medicine** 

Miori, Daniel, PA-C

Supervising Physician: Bruce Troen, MD

- -Arterial Puncture
- -Intradermal Skin Test
- -IM injection, Deltoid Region/Gluteal Region
- -NG Tube Insertion without Guide Wire
- -Perform EKG

- -Peripheral IV Lines
- -Subcutaneous Injection
- -Suture / Staple Removal
- -Urinary Catheter, Straight Foley Type (Male/Female)
- -Vein Puncture

#### Neurology

Al Masry, Mahmoud, MD

- Lumbar Puncture

#### **Orthopaedic Surgery**

Stegemann, Philip MD

-OR Assist Privileges

#### Radiology

Marshall, Jonathan DO

-Kyphoplasty

#### Surgery

Passmore, Natalie ANP

- -Infection, Incision & Drainage
- -Infection, Incision and Drainage
- -Wound Culture
- -Decubitus Ulcer Management
- -Debridement, Chemical
- -Debridement, Excisional
- -Application of Compression Dressings (including Total Contact Cast and Profore)
- -Negative Pressure Therapy, including Wound Vac
- -Application of Silver Nitrate
- -Ordering of adjunctive modalities (including E-Stim, Lymphedema Management, Nutritionals)
- -Acellular dermal replacement
- -Dermal Skin Substitute
- -Allograft, acellular dermal

FOR OVERALL ACTION

#### VII. PRIVILEGE WITHDRAWAL

#### Oral Maxillofacial Surgery

Halliwell-Kemp, Tara DDS, MD

- -Arthroscopy of temporomandibular joint, diagnostic
- -Arthroscopic or operative repair of disc or bony abnormality
- -Total temporomandibular joint replacement with costochondral graft and prosthetic joint

FOR INFORMATION

#### APPOINTMENT/REAPPOINTMENT APPLICATIONS, recommended – comments as indicated

#### VIII. APPOINTMENTS/REAPPOINTMENTS

Initial Appointments (5) Family Medicine

Torres, Carmen NP

Collaborating Physician: Muhammad Ghazi, MD

Allied Health Professional

**Orthopaedic Surgery** 

Riznyk, Angela DPM Active

**Psychiatry** 

Franklin, James PA-C

Allied Health Professional

Supervising Physician: Victoria Brooks, MD

**Surgery** 

Lautner, Meeghan MD Active

Thoracic & Cardiovascular Surgery

Demmy, Todd MD Active

#### FOR OVERALL ACTION

REAPPOINTMENT APPLICATIONS, recommended - comments as indicated

Reappointment Review (34)

Anesthesia

Coniglio, Julia CRNA Allied Health Professional

Jensen, Eric MD Active Syed, Masroor MD Active

**Emergency Medicine** 

Hlubik, Kerry MD
Lema, Penelope MD
Active

McCarthy, Elizabeth PA-C

Allied Health Professional

Supervising Physician: William Dice, MD

Family Medicine

Arnet-June, Willa AHP

Allied Health Professional

Collaborating Physician: Steven Buslovich, MD

Finney, Maureen PA-C Allied Health Professional

Supervising Physician: Robert Lugo, MD

Hohensee, James MD

Courtesy, Refer & Follow
Sayalolipavan, Thihalolipavan MD

Courtesy, Refer & Follow

**Internal Medicine** 

Fudyma, John MD Active

Hom, Jennie MD

Courtesy, Refer & Follow

Luterek, Noelle NP

Allied Health Professional

Collaborating Physician: Ashvin Tadakamalla, MD

Pangallo, Siblea PA-C Allied Health Professional

Supervising Physician: Muhammad Achakzai, MD

Miori, Daniel PA-C Allied Health Professional

Supervising Physicians: Kathleen Grimm, MD & Bruce Troen, MD

Simon, Marie PA-C Allied Health Professional

Supervising Physician: Ashvin Tadakamalla, MD

Talal, Andrew MD Active

Tiu-Snyderman, Zerline MD Courtesy, Refer & Follow

**Laboratory Medicine** 

Amsterdam, Daniel PhD Active

Neurology

Al Masry, Mahmoud MD Active

Neurosurgery

Landi, Michael MD Courtesy, Refer & Follow

**Ophthalmology** 

Schaefer, Daniel MD Active

Oral & Maxillofacial Surgery

Cecere, William DDS, MD

Active
Hall, Richard DDS, MD

Active

**Orthopaedic Surgery** 

Fineberg, Marc MD Active Fishkin, Zair MD Active

Plastic & Reconstructive Surgery

Popat, Saurin MD Active

Radiology

Dann, Sara PA-C

Allied Health Professional

Supervising Physician: Jonathan Marshall, DO

Radiology-Teleradiology

Lamoureux, Christine MD Active
Tyler, Ira MD Active

Rehabilitation Medicine

Czyrny, James MD Active

**Surgery** 

Passmore, Natalie ANP Allied Health Professional

First Assist, Collaborating Physician: Daniel Leary, MD

Thoracic/Cardiovascular Surgery

VonFricken, Kurt MD Active

**Urology** 

Chevli, K. Kent MD Associate

FOR OVERALL ACTION

#### PROVISIONAL APPOINTMENT REVIEW, recommended

The following members of the Provisional Staff from the previous year period are presented for movement to the Permanent Staff on the date indicated.

04/2017 Provisional to Permanent Staff		<b>Provisional Period Expires</b>
Anesthesiology		•
Baker, Lori CRNA	Allied Health Professional	04/26/2017
Skowron, Ali CRNA	Allied Health Professional	04/26/2017
Family Medicine		
Glasgow, Patrick MD	Active	04/26/2017
Internal Medicine		
Mann, Kuldeep ANP	Allied Health Professional	04/26/2017
Pettle, Theodore MD	Active	04/26/2017
Samuel, Sandeep MD	Active	04/26/2017
So, Jenny MD	Active	04/26/2017
Rehabilitation Medicine		
Singh, Amrit MD	Active	04/26/2017
Surgery		
Lahrs, Barbara NP	Allied Health Professional	04/26/2017
Savo, Anthony MD	Active	04/26/2017
Zynda, Elizabeth ANP	Allied Health Professional	04/26/2017

The future June 2017 Provisional to Permanent Staff list will be compiled or Chief of Service for review and endorsement.

#### AUTOMATIC CONCLUSION, Reappointment Expiration, First Notice

#### Radiology

DeZastro, Timothy MD

#### AUTOMATIC CONCLUSION, Reappointment Expiration, Second Notice

#### AUTOMATIC CONCLUSION, Reappointment Expiration, Final Notice

#### Surgery

Kulaylat, Mahmoud MD

#### **ADJOURNMENT**

With no other business, a motion to adjourn was received and carried at 4:06 PM. Respectfully submitted,

Yogesh Bakhai, MD

Chairman, Credentials Committee

grantha

Att.