



July 7, 1998

MEMORANDUM FOR The Federal Co-Chairman
 ARC Executive Director
 ARC General Counsel

SUBJECT: OIG Memorandum Report 98-44(H)--J-1 Visits in Kentucky


A summary report of compliance visits made in conjunction with the J-1 program in eastern Kentucky is attached. Also, a listing of the individual physicians and visit results is attached.

In one case, the physician left the sponsor's service prior to completion of the J-1 Visa Waiver period, due to insufficient workload, and was placed in Garrard County, Kentucky, with the assistance of the state agency. Followup is necessary to obtain the notice of transfer form.

In three cases, physicians were working full or part time at locations other than the approved location; but the close proximity to the initial site indicated the new locations were probably in eligible areas. However, ARC and/or Kentucky state officials should followup on these cases.

In two cases, physicians were reported to be spending substantial time serving inpatients; and in one case, "on-call" time at a local hospital appeared to reduce available clinic time. ARC and/or state policies with respect to these activities should be communicated to the physicians.

We are following up in one case where we did not obtain sufficient information to determine the physician's schedule or location.


Hubert N. Sparks
Inspector General

Attachments

TICHENOR & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS and MANAGEMENT CONSULTANTS

WASHINGTON OFFICE
12531 CLIPPER DRIVE SUITE 202
WOODBIDGE VA 22192

PARTNERS
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June 30, 1998

REPORT NO.: 98-44

MEMORANDUM FOR: THE FEDERAL CO-CHAIRMAN
ARC EXECUTIVE DIRECTOR
ARC GENERAL COUNSEL

SUBJECT: Memorandum Survey Report—Review of Selected Health
Providers in Kentucky

BACKGROUND:

This review was undertaken as part of a survey of J-1 Visa Waiver program operations in the Appalachian Region.

The J-1 Visa Waiver program provides a waiver of the requirement for a foreign physician to return to his/her home country after completion of medical training in the United States. The Appalachian Regional Commission (ARC) participates as a Federal Entity sponsor to assist Appalachian Region communities in providing health care services to medically underserved areas. The applicable ARC policies and procedures require J-1 physicians to practice 40 hours of primary care per week in a designated Health Profession Shortage Area (HPSA) in the Appalachian Region. The ARC program initially required the physicians to serve at least two years; however, in August 1995 the minimum was changed to three years (unless a state has a longer period). There is no prohibition on J-1 physicians working extra hours or practicing subspecialties after fulfilling primary care requirements.

Although primary responsibilities for reviewing J-1 Visa Waiver requests, including supporting documentation, justifications of need, program oversight, and reporting have been delegated to the state health agencies, ARC retains the authority to act on waiver requests and to ensure compliance with program objectives and requirements.

OBJECTIVE:

The objective of our review was to determine the compliance with ARC J-1 Visa Waiver program requirements that J-1 physicians perform primary care services in an Appalachian HPSA for 40 hours per week.

SCOPE:

We performed unannounced visits to various medical facilities in Eastern Kentucky on Monday, April 13, 1998 and Wednesday, April 15, 1998 to review the status of nine J-1 physicians. We based our review on the terms of the ARC J-1 Visa Waiver program and on the application of certain agreed-upon procedures previously discussed with the ARC OIG. Specifically, we determined if the doctors were practicing in their designated locations, and if they were dedicating 40 hours per week to primary care activities. Our results and recommendations are based on those procedures

RESULTS:

As stated above, we performed unannounced visits to various medical facilities in Eastern Kentucky. We were not able to contact several of the J-1 physicians directly, as many were on vacation. For these, we based our conclusions solely on discussions with office staff and physician listings. We concluded that generally the J-1 physicians were providing services in accordance with the provisions of the J-1 Visa Waiver Program. In one case, the doctor was no longer at the facility, nor were we able to contact him. In two cases, the doctors had been moved to other hospital-affiliated clinics, and in two other cases, the doctors spent some time at another location. Although we did not verify the eligibility of the specific site location census track, it was apparent by the locality that these locations served low-income populations, therefore, we did not question the eligibility of the services being performed. There were no cases in which the employment agreement between the J-1 physician and the employer contained a restrictive covenant regarding future employment. The following are the results by facility.

1. Mud Creek Clinic, Grethel, Kentucky

We visited the clinic on April 13, 1998 at approximately 1:00 p.m. The doctor was at lunch, and the staff requested that we returned around 1:30 p.m. We later retruned to the office and found the doctor was back from lunch. The physician indicated that he is providing full-time primary care as required by the ARC agreement. We did not note anything that would indicate he was not complying with the J-1 Visa Waiver program provisions.

2. Our Lady of the Way Hospital, Martin, Kentucky.

We visited the hospital at approximately 2:30 p.m. on April 13, 1998. We found that one doctor was on vacation, but when in town normally practiced at a hospital-affiliated clinic in Bypro, Kentucky, approximately 25 miles south and located in Floyd County, Kentucky, as is the hospital. The office staff indicated that this individual worked 40 hours per week at this clinic practicing primary care. Aside from not alerting ARC to the change in location, we did not note anything that would indicate that he was not complying with the J-1 Visa Waiver program provisions

One physician had left employment at the hospital in February 1998, just after one year of service. Although the hospital staff had a forwarding home address in Danville, Kentucky, they did not know where he was working, nor did they have a telephone number to reach him. We were not able to confirm if this physician was complying with the J-1 Visa Waiver program provisions.

3. Jenkins Community Hospital, Jenkins, Kentucky

We visited the clinic on April 13, 1998 at approximately 9:30 a.m. We found that one doctor was on vacation. According to the office staff, this doctors normal hours were 9-5 Monday through Friday, working in the clinic adjacent to the hospital. We did not note anything that would indicate he was not complying with the J-1 Visa Waiver program.

We were told that another doctor was now practicing out of a hospital associated facility in Elkhorn City which is about 15 miles northeast of the hospital and located in Pike County, Kentucky, as is the hospital. We visited this doctor at approximately 10:00 a.m. on April 13, 1998. The doctor was not yet in as he was on call the previous night at Jenkins Hospital, and was scheduled to start later. We waited until 10:30 a.m., at which time he had not yet arrived, so we left the office. We returned at approximately 2:30 p.m. on April 15, 1998, to find the physician was in the office. Based on our interview, we found that he had been moved to the Elkhorn Clinic in October 1997, and still spends "on call" time at the hospital. His normal hours are 9-5 Monday through Friday. Aside from not alerting ARC to the change in location, we found nothing that would indicate that he was not complying with the J-1 Visa Waiver program.

4. Williamson ARH Psychiatric Service, South Williamson, Kentucky

We found that there were two on-site clinics, each having two J-1 physicians practicing within each clinic.

In the first clinic, we found that one of the physicians was on vacation. We found from staff working in the clinic that she spent mornings working with inpatients in the hospital and afternoons meeting with outpatients in the clinic. We met with a second doctor who reported the same schedule, but added that he may spend one or two days a week working at a clinic in Man, West Virginia. Aside from not alerting the ARC


to the additional location, we found nothing to indicated that either of these doctors were not complying with the J-1 Visa Waiver program.

In the second clinic, we again found that one of the physicians was on vacation. The office staff was unsure as to the doctor's hours, but confirmed that he also spent some time working at the hospital and at the clinic in Man, West Virginia. The second doctor was at the clinic, and from our interview, confirmed that he spends 40 hours per week working in psychiatric care. Aside from not alerting the ARC to the additional location, we found nothing to indicated that either of these doctors were not complying with the J-1 Visa Waiver program.

RECOMMENDATIONS:

We recommend that ARC:

1. Follow-up on physicians who are practicing at sites other than the primary location named in their application, and require the associated medical facility to submit required documentation.
2. Follow-up with the physician who is no longer associated with the hospital to find out where he is practicing, and to confirm that it is an eligible location.


TICHENOR & ASSOCIATES
Woodbridge, Virginia

J-1 VISITS--KENTUCKY
APRIL 13 AND 15, 1998

<u>Physician</u>	<u>Approved Location</u>
Jagan Annabathula ✓	Mud Creek Clinic, Grethel, KY
Jamal Atalla ✓	Our Lady of the Way Hospital, Martin, KY ^{1/ 2/}
Silvia Colmenares ✓	Williamson ARH Psychiatric Service, South Williamson, KY ^{2/ 2/}
Shahab M. Ehtesham ✓	Jenkins Community Hospital, Jenkins, KY
Thaer Joudeh ✓	Jenkins Community Hospital, Jenkins, KY ^{3/ 2/}
Tariq Muhammad ✓	Our Lady of the Way Hospital, Martin, KY ^{4/}
Amer Qureshi ✓	Williamson ARH Psychiatric Service, South Williamson, KY ^{2/ 2/}
Delfin Valite ✓	Highlands Clinic, South Williamson, KY ^{5/ 6/}
Eduardo Yabut ✓	Highlands Clinic, South Williamson, KY

Notes:

- 1/ Physician normally practiced at a hospital affiliated clinic in Bypro, KY, about 25 miles south of Grethel in Floyd County.
- 2/ Physicians generally in clinic from 1:00 to 5:00 pm and at hospital visiting inpatients in morning. In addition, Dr. Qureshi visits a clinic in Man, WV, once or twice a week.
- 3/ Since October 1997, practice has been at clinic in Elkhorn City, Pike County, about 15 miles north of Jenkins; and it appeared physician's "on-call" duties at Jenkins hospital reduce available clinic time.
- 4/ Physician left facility near the end of February 1998 and transferred to a location in Garrard County, Kentucky, according to state official. A notice of transfer form has not been received.
- 5/ Doctor unavailable, and staff unsure of physician's schedule.
- 6/ OIG followup initiated.
- 7/ ARC and/or state followup or policy clarification recommended.

TICHENOR & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS and MANAGEMENT CONSULTANTS

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12531 CLIPPER DRIVE SUITE 202
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June 30, 1998

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ARC EXECUTIVE DIRECTOR
ARC GENERAL COUNSEL

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to the additional location, we found nothing to indicated that either of these doctors were not complying with the J-1 Visa Waiver program.

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RECOMMENDATIONS:

We recommend that ARC:

1. Follow-up on physicians who are practicing at sites other than the primary location named in their application, and require the associated medical facility to submit required documentation.
2. Follow-up with the physician who is no longer associated with the hospital to find out where he is practicing, and to confirm that it is an eligible location.


TICHENOR & ASSOCIATES
Woodbridge, Virginia



October 1, 1998

MEMORANDUM FOR Hubert Sparts

Subject: OIG Memorandum Reprt 98-44(H)-J-1
Visists in Kentucky

Attached are the responses from the Sponsor, ARH and our State Contact, Don Buecker regarding the findings listed in the above report. The only discrepancy is that I have not received the transfer form for Dr. Atalla. I have made Mr. Buecker aware of this and he is working on it.

If you have any questions, please do not hesitate to contact me.

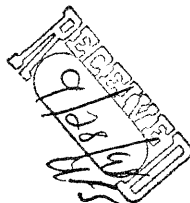


Deann Greathouse
J-1 Program

Attachments

September 24, 1998

Deann Greathouse
Appalachian Region Commission
1666 Connecticut Avenue NW
Washington, DC 20235



Dear Ms. Greathouse:

I am writing to respond to the OIG memorandum "Report 98-44 (H) – J-1 Visas in Kentucky."

As you are aware nine J-1 visa waived physicians were the subjects of site visits conducted by Tickenor and Associates. The following is a list of those physicians and the summaries of their situations:

1. ✓ Dr. Jagon Annabothula was sponsored by Mud Creek Clinic in Grethel, Kentucky and found to be in total compliance by Tickenor and Associates. No further action was required.
2. Dr. Jamal Atalla was sponsored by Our Lady of the Way Hospital located in Floyd County. Tickenor and Associates visit revealed that Dr. Atalla was sharing his time between Martin and Bypro/Wheelwright. After learning of this, I contacted Ms. Kathy Stumbo at the hospital and she confirmed this. Since Bypro/Wheelwright is within an ARC HPSA, I asked Ms. Stumbo to write a letter of explanation and to fill out the appropriate ARC transfer form. She has done this and I believe you are in receipt of those materials. Dr. Atalla should now be in compliance.
3. ✓ *thi* Dr. Sylvia Colmenares was sponsored by the ARH Hospital in South Williamson, Kentucky. Upon Tichenor and Associates visit, it was revealed that Dr. Colmenares spends part of her day at ARH's outpatient clinic and part of her day treating patients who have been admitted to ARH's hospital. A letter of explanation is included with their request for your review. I await your response to let me know if Dr. Colmenares is considered to be in compliance or not.
4. ✓ Dr. Shahab Ehtesham was sponsored by Jenkins Community Hospital in Jenkins, Kentucky. The Tichenor and Associates site visit revealed that Dr. Ehtesham was in compliance. No further action was required.
5. ✓ Dr. Thaer Joudeh was sponsored by Jenkins Community Hospital in Jenkins, Kentucky. Upon Tichenor and Associates site visit, it was revealed that Dr. Joudeh had been moved from Jenkins to Elkhorn City (located about 5 miles from Jenkins). I was in touch with Ms. Pat Hubbard of Jenkins Community Hospital who confirmed Dr. Joudeh was practicing at Elkhorn City. Since Elkhorn City is within an ARC HPSA, I asked Ms. Hubbard to write a letter of explanation and to fill out the appropriate ARC transfer form. Ms. Hubbard has done this and I believe you are in receipt of those materials.

- ✓ 6. Dr. Tariq Mohammad was sponsored by Our Lady of the Way Hospital in Martin, Kentucky. This hospital incurred financial troubles and had to terminate their contract with Dr. Mohammad. He negotiated a contract with Ephraim McDowell Regional Medical Center and moved his practice to Garrard County. Since, Garrard County is within an ARC HPSA, I requested Ephraim McDowell Regional Medical Center to fill out the appropriate ARC transfer form and forward it to you. I believe you are in receipt of those materials.

- ✓ this 7. Dr. Amer Qureshi was sponsored by the ARH Hospital in South Williamson, Kentucky. Upon Tichneor and Associates visit, it was revealed that Dr. Qureshi was dividing his time between South Williamson, Kentucky and Man, West Virginia. Please find a letter of explanation from ARH and an ARC transfer form for Dr. Qureshi enclosed with this report. I await your response to let me know is Dr. Qureshi is now considered to be in compliance or not.

- ✓ this 8. Dr. Delfine Valite was sponsored by the ARH Hospital in South Williamson, Kentucky. Upon Tichneor and Associates visit, it was revealed that Dr. Valite was dividing his time between South Williamson, Kentucky and Man, West Virginia. Please find a letter of explanation from ARH and an ARC transfer form for Dr. Valite enclosed with this report. I await your response to let me know is Dr. Valite is now considered to be in compliance or not.

- ✓ this 9. Dr. Eduardo Yabut was sponsored by the ARH Hospital in South Williamson, Kentucky. Upon Tichneor and Associates visit, it was revealed that Dr. Yabut was dividing his time between South Williamson, Kentucky and Man, West Virginia. Please find a letter of explanation from ARH and an ARC transfer form for Dr. Yabut enclosed with this report. I await your response to let me know is Dr. Yabut is now considered to be in compliance or not.

As you know, we are very concerned to ensure that all of the J-1 physicians in Kentucky are held to their ARC agreements. We believe it is of the utmost importance to ensure compliance to the ARC policies. I hope that the aforementioned physicians and their current situations are now considered to be within the ARC policy. Please let me know your findings based upon this report. You may trust that any and all other actions your office may deem to be needed as a result of these situations shall be carried out through this office. I look forward to hearing from you soon in regard to these matters.

Sincerely,


Don Buecker
Director

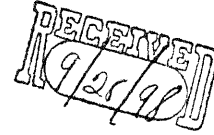
enclosures



APPALACHIAN
REGIONAL
HEALTHCARE

WILLIAMSON ARH
HOSPITAL

SERVING THE CENTRAL
APPALACHIAN COMMUNITIES OF
KENTUCKY, VIRGINIA & WEST VIRGINIA



Office of the General Counsel
ATTN: Deann Greathouse
1666 Connecticut Avenue
Washington, D.C. 20235

Dear Ms. Greathouse,

It is my understanding that there is confusion in regard to the duties of Dr.'s Define Valite, Eduardo Yabut, Sylvia Colmenares, and Amer Qureshi and I would like to clarify this issue. Dr.'s Yabut, Valite, and Qureshi are providing intake visits, psychotherapy, and medication management to patients on an outpatient basis in South Williamson, Kentucky, and Man, West Virginia. Attached are the transfer notification forms to change their status from 100% at the South Williamson site to 70% at South Williamson and 30% at Man. Dr. Colmenares is providing outpatient psychiatric services on the South Williamson campus five days per week.

All four Physicians also have inpatient responsibilities at Williamson ARH Hospital. These responsibilities include psychiatric consults of medical and emergency room patients and management of psychiatric patients on the inpatient psychiatric unit. The patients that are admitted to the psychiatric unit are typically patients that the Psychiatrists have followed on an outpatient basis or referrals from a community mental health center. The inpatient psychiatric unit is not a long term unit and the average length of stay for a patient on the psychiatric unit is five days.

260 Hospital Drive
South Williamson, Kentucky 41503
(606) 237-1700

Also, Dr. Valite and Dr. Colmenares are providing psychiatric care to nursing home patients. This has resulted in virtually no inpatient admissions due to psychiatric problems for this population.

Dr.'s Valite, Yabut, Qureshi, and Colmenares typically spend forty to fifty hours per week providing psychiatric care to the residents of the Tug Valley. I hope that this letter clarifies the Psychiatrists' primary care responsibilities in our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Berry', with a long, sweeping horizontal stroke extending to the right.

Mark Berry
Associate Administrator
ARH Medical Associates/Tug Valley

cc: Don Buecker

attachments

RETURN THIS FORM TO:

Office of the General Counsel
ATTN: Deann Greathouse
1666 Connecticut Avenue, N.W.
Washington, D.C. 20235
(202) 884-7680

MUST ALSO NOTIFY STATE OR STATES INVOLVED

TRANSFER NOTIFICATION FORM

PHYSICIAN:

Physician Name: Delfin Valite

Home Address: 42 West 6th Avenue
Williamson, WV 25661

Phone: 304 235-2713

Type of Medical Practice: Psychiatry

Present Location: 260 Hospital Drive 70%
Street
South Williamson KY 41503
City State Zip Code

Pike, Mountain Catchment Area, #21999-2109
HPSA (include specific County, C.T., CCD, BORO, etc.)

Date of Transfer: _____

New Location: 700 East McDonald Avenue 30%
Street
Man WV 25635
City State Zip Code

Logan, Logan/Mingo (II-1), #54999
HPSA (include specific County, C.T., CCD, BORO, etc.)

I HEREBY CERTIFY THAT I, THE UNDERSIGNED, DO PROVIDE PRIMARY HEALTH CARE SERVICES AT THE NEW LOCATION STATED A MINIMUM OF 40 HOURS PER WEEK.

Delfin Valite
Physician's Signature

9/2/98
Date

SPONSOR:

Sponsor Name:

Appalachian Regional Healthcare, Inc

I DO HEREBY CERTIFY DOCTOR

Delfin Valite

BEGAN

PRACTICING AT

Man, WV

ON

AND PROVIDES 40 HOURS OF PRIMARY HEALTH CARE PER WEEK.

M/B
Sponsor Signature

9-2-98
Date

Associate Administrator
Title

Alabama

ATTN: Charles Lail
Office of Rural Health
434 Monroe Street
Montgomery, Alabama 36130-3017

Georgia

ATTN: Julie Elmore
2 Peachtree Street,
6th Floor Annex
Atlanta, GA 30303

Kentucky

ATTN: Don Buecker
University of Kentucky Medical Center
Area Health Education Center
202 Health Sciences Learning Center
Lexington, KY 40536-0232

Maryland

ATTN: April Cook
Office of Primary Care Services
201 West Preston St., Room 300
Baltimore, MD 21201-2399

Mississippi

ATTN: Marcus Garner
Mississippi State Department of Health
P.O. Box 1700
Jackson, Mississippi 39215-1700

New York

ATTN: Jean Moore
Bureau of Health Resources Development
New York State Department of Health
Corning Tower Building, Room 1602
Albany, NY 12237

West Virginia

ATTN: Linda Atkins, Primary Care & Recruitment
1411 Virginia Street, East
Charleston, WV 25301

North Carolina

ATTN: Tom Tucker
311 Ashe Avenue
Raleigh, North Carolina 276

Ohio

ATTN: Heather Caeseric
Ohio Department of Health
P.O. Box 118
Columbus, Ohio 43266-0118

Pennsylvania

ATTN: Leslie Best
PA Department of Health
Office for Community Health
Health & Welfare Bldg.
Room 815, P.O. Box 90
Harrisburg, PA 17108

South Carolina

ATTN: Mark Jordan
Office of Primary Care
Box 101106
Columbia, SC 29211

Tennessee

ATTN: Daniel Jordan
TN Dept. of Health
Cordell Hull Bldg., 6th Fl
426 5th Avenue North
Nashville, TN 37247-5410

Virginia

ATTN: Lilia Williams
VA Dept. of Health
1500 East Main Street, Ste.
Richmond, Virginia 23219

RETURN THIS FORM TO:

Office of the General Counsel
ATTN: Deann Greathouse
1666 Connecticut Avenue, N.W.
Washington, D.C. 20235
(202) 884-7680

MUST ALSO NOTIFY STATE OR STATES INVOLVED

TRANSFER NOTIFICATION FORM

PHYSICIAN:

Physician Name: Amer Qureshi

Home Address: PO Box 187
Forest Hills, KY 41527

Phone: (606) 237-6026

Type of Medical Practice: Psychiatry

Present Location: 260 Hospital Drive 70%
Street

South Williamson KY 41503
City State Zip Code

Pike, Mountain Catchment area, #21999-2109
HPSA (include specific County, C.T., CCD, BORO, etc.)

Date of Transfer: _____

New Location: 700 East McDonald Avenue 30%
Street

Man WV 25635
City State Zip Code

Logan, Logan/Mingo (II-1), #54999
HPSA (include specific County, C.T., CCD, BORO, etc.)

I HEREBY CERTIFY THAT I, THE UNDERSIGNED, DO PROVIDE PRIMARY HEALTH CARE SERVICES AT THE NEW LOCATION STATED A MINIMUM OF 40 HOURS PER WEEK.

Amer Qureshi
Physician's Signature

9/1/98
Date

SPONSOR:

Sponsor Name: Appalachian Regional Healthcare, Inc

I DO HEREBY CERTIFY DOCTOR Qureshi BEGAN

PRACTICING AT Man, WV ON

_____ AND PROVIDES 40 HOURS OF PRIMARY HEALTH CARE PER WEEK.

M. B. J.
Sponsor Signature

9-2-98
Date

Associate Administrator
Title

Alabama

ATTN: Charles Lail
Office of Rural Health
434 Monroe Street
Montgomery, Alabama 36130-3017

Georgia

ATTN: Julie Elmore
2 Peachtree Street,
6th Floor Annex
Atlanta, GA 30303

Kentucky

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Mississippi

ATTN: Marcus Garner
Mississippi State Department of Health
P.O. Box 1700
Jackson, Mississippi 39215-1700

New York

ATTN: Jean Moore
Bureau of Health Resources Development
New York State Department of Health
Corning Tower Building, Room 1602
Albany, NY 12237

West Virginia

ATTN: Linda Atkins, Primary Care & Recruitment
1411 Virginia Street, East
Charleston, WV 25301

North Carolina

ATTN: Tom Tucker
311 Ashe Avenue
Raleigh, North Carolina 276

Ohio

ATTN: Heather Calesaric
Ohio Department of Health
P.O. Box 118
Columbus, Ohio 43266-0118

Pennsylvania

ATTN: Leslie Best
PA Department of Health
Office for Community Health
Health & Welfare Bldg.
Room 815, P.O. Box 90
Harrisburg, PA 17108

South Carolina

ATTN: Mark Jordan
Office of Primary Care
Box 101106
Columbia, SC 29211

Tennessee

ATTN: Daniel Jordan
TN Dept. of Health
Cordell Hull Bldg., 6th Fl
426 5th Avenue North
Nashville, TN 37247-5410

Virginia

ATTN: Lilia Williams
VA Dept. of Health
1500 East Main Street, Ste.
Richmond, Virginia 23219

RETURN THIS FORM TO:

Office of the General Counsel
ATTN: Deann Greathouse
1666 Connecticut Avenue, N.W.
Washington, D.C. 20235
(202) 884-7680

MUST ALSO NOTIFY STATE OR STATES INVOLVED

TRANSFER NOTIFICATION FORM

PHYSICIAN:

Physician Name: Eduardo Yabut

Home Address: 28 W 6 AVE
WILLIAMSON, WV 25661

Phone: (304) 235-1773

Type of Medical Practice: Psychiatry

Present Location: 260 Hospital Drive 70%
Street

South Williamson KY 41503
City State Zip Code

Pike, Mountain Catchment Area, #21999-2109
HPSA (include specific County, C.T., CCD, BORO, etc.)

Date of Transfer: _____

New Location: 700 East McDonald Avenue 30%
Street

Man WV 25635
City State Zip Code

Logan, Logan/Mingo (II-1) #54999
HPSA (include specific County, C.T., CCD, BORO, etc.)

I HEREBY CERTIFY THAT I, THE UNDERSIGNED, DO PROVIDE PRIMARY HEALTH CARE SERVICES AT THE NEW LOCATION STATED A MINIMUM OF 40 HOURS PER WEEK.

Edward P. Yabut, MD
Physician's Signature

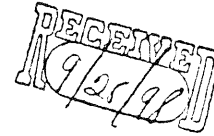
9/3/98
Date



APPALACHIAN
REGIONAL
HEALTHCARE

SERVING THE CENTRAL
APPALACHIAN COMMUNITIES OF
KENTUCKY, VIRGINIA & WEST VIRGINIA

Office of the General Counsel
ATTN: Deann Greathouse
1666 Connecticut Avenue
Washington, D.C. 20235



WILLIAMSON ARH
HOSPITAL

Dear Ms. Greathouse,

It is my understanding that there is confusion in regard to the duties of Dr.'s Define Valite, Eduardo Yabut, Sylvia Colmenares, and Amer Qureshi and I would like to clarify this issue. Dr.'s Yabut, Valite, and Qureshi are providing intake visits, psychotherapy, and medication management to patients on an outpatient basis in South Williamson, Kentucky, and Man, West Virginia. Attached are the transfer notification forms to change their status from 100% at the South Williamson site to 70% at South Williamson and 30% at Man. Dr. Colmenares is providing outpatient psychiatric services on the South Williamson campus five days per week.

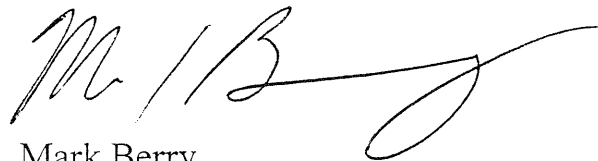
All four Physicians also have inpatient responsibilities at Williamson ARH Hospital. These responsibilities include psychiatric consults of medical and emergency room patients and management of psychiatric patients on the inpatient psychiatric unit. The patients that are admitted to the psychiatric unit are typically patients that the Psychiatrists have followed on an outpatient basis or referrals from a community mental health center. The inpatient psychiatric unit is not a long term unit and the average length of stay for a patient on the psychiatric unit is five days.

260 Hospital Drive
South Williamson, Kentucky 41503
(606) 237-1700

Also, Dr. Valite and Dr. Colmenares are providing psychiatric care to nursing home patients. This has resulted in virtually no inpatient admissions due to psychiatric problems for this population.

Dr.'s Valite, Yabut, Qureshi, and Colmenares typically spend forty to fifty hours per week providing psychiatric care to the residents of the Tug Valley. I hope that this letter clarifies the Psychiatrists' primary care responsibilities in our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Berry', with a long, sweeping horizontal stroke extending to the right.

Mark Berry
Associate Administrator
ARH Medical Associates/Tug Valley

cc: Don Buecker

attachments



July 7, 1998

MEMORANDUM FOR The Federal Co-Chairman
 ARC Executive Director
 ARC General Counsel

SUBJECT: OIG Memorandum Report 98-44(H)--J-1 Visits in Kentucky


A summary report of compliance visits made in conjunction with the J-1 program in eastern Kentucky is attached. Also, a listing of the individual physicians and visit results is attached.

In one case, the physician left the sponsor's service prior to completion of the J-1 Visa Waiver period, due to insufficient workload, and was placed in Garrard County, Kentucky, with the assistance of the state agency. Followup is necessary to obtain the notice of transfer form.

In three cases, physicians were working full or part time at locations other than the approved location; but the close proximity to the initial site indicated the new locations were probably in eligible areas. However, ARC and/or Kentucky state officials should followup on these cases.

In two cases, physicians were reported to be spending substantial time serving inpatients; and in one case, "on-call" time at a local hospital appeared to reduce available clinic time. ARC and/or state policies with respect to these activities should be communicated to the physicians.

We are following up in one case where we did not obtain sufficient information to determine the physician's schedule or location.


Hubert N. Sparks
Inspector General

Attachments

RETURN THIS FORM TO:

Office of the General Counsel
ATTN: Deann Greathouse
1666 Connecticut Avenue, N.W.
Washington, D.C. 20235
(202) 834-7630

MUST ALSO NOTIFY STATE OR STATES INVOLVED

TRANSFER NOTIFICATION FORM

PHYSICIAN:

Physician Name: Delfin Valite

Home Address: 42 West 6th Avenue
Williamson, WV 25661

Phone: (304) 235-2713

Type of Medical Practice: Psychiatry

Present Location: 260 Hospital Drive 70%
Street

South Williamson KY 41503
City State Zip Code

Pike Mountain Catchment Area, #21999-2109
HPSA (include specific County, C.T., CCD, BORO, etc.)

Date of Transfer: _____

New Location: 700 East McDonald Avenue 30%
Street

Man WV 25635
City State Zip Code

Losan, Losan / Minso (II-1), #54999
HPSA (include specific County, C.T., CCD, BORO, etc.)

I HEREBY CERTIFY THAT I, THE UNDERSIGNED, DO PROVIDE PRIMARY HEALTH CARE SERVICES AT THE NEW LOCATION STATED A MINIMUM OF 40 HOURS PER WEEK.

Lawler
Physician's Signature

9/3/98
Date

SPONSOR:

Sponsor Name:

Appalachian Regional Healthcare, Inc

I DO HEREBY CERTIFY DOCTOR

Delfin Valite

BEGAN

PRACTICING AT

Man, WV

ON

AND PROVIDES 40 HOURS OF PRIMARY HEALTH CARE PER WEEK.

M/B
Sponsor Signature

9-2-98
Date

Associate Administrator
Title

Alabama

ATTN: Charles Lail
Office of Rural Health
434 Monroe Street
Montgomery, Alabama 36130-3017

Georgia

ATTN: Julie Elmore
2 Peachtree Street,
6th Floor Annex
Atlanta, GA 30303

Kentucky

ATTN: Don Buecker
University of Kentucky Medical Center
Area Health Education Center
202 Health Sciences Learning Center
Lexington, KY 40536-0232

Maryland

ATTN: April Cook
Office of Primary Care Services
201 West Preston St., Room 300
Baltimore, MD 21201-2399

Mississippi

ATTN: Marcus Garner
Mississippi State Department of Health
P.O. Box 1700
Jackson, Mississippi 39215-1700

New York

ATTN: Jean Moore
Bureau of Health Resources Development
New York State Department of Health
Corning Tower Building, Room 1602
Albany, NY 12237

West Virginia

ATTN: Linda Atkins, Primary Care & Recruitment
1411 Virginia Street, East
Charleston, WV 25301

North Carolina

ATTN: Tom Tucker
311 Ashe Avenue
Raleigh, North Carolina 276

Ohio

ATTN: Heather Caeseric
Ohio Department of Health
P.O. Box 118
Columbus, Ohio 43266-0118

Pennsylvania

ATTN: Leslie Best
PA Department of Health
Office for Community Health
Health & Welfare Bldg.
Room 815, P.O. Box 90
Harrisburg, PA 17108

South Carolina

ATTN: Mark Jordan
Office of Primary Care
Box 101106
Columbia, SC 29211

Tennessee

ATTN: Daniel Jordan
TN Dept. of Health
Cordell Hull Bldg., 6th Fl
426 5th Avenue North
Nashville, TN 37247-5410

Virginia

ATTN: Lilia Williams
VA Dept. of Health
1500 East Main Street, Ste.
Richmond, Virginia 23219

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ATTN: Deann Greathouse
1666 Connecticut Avenue, N.W.
Washington, D.C. 20235
(202) 884-7680

MUST ALSO NOTIFY STATE OR STATES INVOLVED

TRANSFER NOTIFICATION FORM

PHYSICIAN:

Physician Name: Amer Qureshi

Home Address: PO Box 187
Forest Hills, KY 41527

Phone: (606) 237-6026

Type of Medical Practice: Psychiatry

Present Location: 260 Hospital Drive 70%
Street

South Williamson KY 41503
City State Zip Code

Pike, Mountain Catchment area, #21999-2107
HPSA (include specific County, C.T., CCD, BORO, etc.)

Date of Transfer: _____

New Location: 700 East McDonald Avenue 30%
Street

Man WV 25635
City State Zip Code

Logan Logan/Mingo (II-1), #54999
HPSA (include specific County, C.T., CCD, BORO, etc.)

I HEREBY CERTIFY THAT I, THE UNDERSIGNED, DO PROVIDE PRIMARY HEALTH CARE SERVICES AT THE NEW LOCATION STATED A MINIMUM OF 40 HOURS PER WEEK.

Amer Qureshi
Physician's Signature

9/1/98
Date

SPONSOR:

Sponsor Name: Appalachian Regional Healthcare, Inc

I DO HEREBY CERTIFY DOCTOR Qureshi BEGAN

PRACTICING AT Man, WV ON

AND PROVIDES 40 HOURS OF PRIMARY HEALTH CARE PER WEEK.

M. B. J.
Sponsor Signature

9-2-98
Date

Associate Administrator
Title

Alabama

ATTN: Charles Lail
Office of Rural Health
434 Monroe Street
Montgomery, Alabama 36130-3017

Georgia

ATTN: Julie Elmore
2 Peachtree Street,
6th Floor Annex
Atlanta, GA 30303

Kentucky

ATTN: Don Buecker
University of Kentucky Medical Center
Area Health Education Center
202 Health Sciences Learning Center
Lexington, KY 40536-0232

Maryland

ATTN: April Cook
Office of Primary Care Services
201 West Preston St., Room 300
Baltimore, MD 21201-2399

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ATTN: Marcus Garner
Mississippi State Department of Health
P.O. Box 1700
Jackson, Mississippi 39215-1700

New York

ATTN: Jean Moore
Bureau of Health Resources Development
New York State Department of Health
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ATTN: Linda Atkins, Primary Care & Recruitment
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ATTN: Tom Tucker
311 Ashe Avenue
Raleigh, North Carolina 276

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ATTN: Heather Caeseric
Ohio Department of Health
P.O. Box 118
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ATTN: Leslie Best
PA Department of Health
Office for Community Health
Health & Welfare Bldg.
Room 815, P.O. Box 90
Harrisburg, PA 17108

South Carolina

ATTN: Mark Jordan
Office of Primary Care
Box 101106
Columbia, SC 29211

Tennessee

ATTN: Daniel Jordan
TN Dept. of Health
Cordell Hull Bldg., 6th Fl
426 5th Avenue North
Nashville, TN 37247-5410

Virginia

ATTN: Lilia Williams
VA Dept. of Health
1500 East Main Street, Ste.
Richmond, Virginia 23219

RETURN THIS FORM TO:

Office of the General Counsel
ATTN: Deann Greathouse
1666 Connecticut Avenue, N.W.
Washington, D.C. 20235
(202) 884-7680

MUST ALSO NOTIFY STATE OR STATES INVOLVED

TRANSFER NOTIFICATION FORM

PHYSICIAN:

Physician Name: Eduardo Yabut

Home Address: 28 W 6 AVE
WILLIAMSON, WV 25661

Phone: (304) 235-1773

Type of Medical Practice: Psychiatry

Present Location: 260 Hospital Drive 10%
Street
South Williamson KY 41503
City State Zip Code

Pike Mountain Catchment Area #21999-2109
HPSA (include specific County, C.T., CCD, BORO, etc.)

Date of Transfer: _____

New Location: 700 East McDonald Avenue 30%
Street
Man WV 25635
City State Zip Code

Logan, Logan/Mingo (II-1) #54999
HPSA (include specific County, C.T., CCD, BORO, etc.)

I HEREBY CERTIFY THAT I, THE UNDERSIGNED, DO PROVIDE PRIMARY HEALTH CARE SERVICES AT THE NEW LOCATION STATED A MINIMUM OF 40 HOURS PER WEEK.

Eduardo P. Yabut, MD
Physician's Signature

9/3/98
Date

SPONSOR:

Sponsor Name:

Appalachian Regional Healthcare, Inc.

I DO HEREBY CERTIFY DOCTOR

Eduardo Yabut

BEGAN

PRACTICING AT

Man, WV

ON

AND PROVIDES 40 HOURS OF PRIMARY HEALTH CARE PER WEEK.

M/B
Sponsor Signature

9-2-98
Date

Associate Administrator
Title

Alabama

ATTN: Charles Lail
Office of Rural Health
434 Monroe Street
Montgomery, Alabama 36130-3017

North Carolina

ATTN: Tom Tucker
311 Ashe Avenue
Raleigh, North Carolina 276

Georgia

ATTN: Julie Elmore
2 Peachtree Street,
6th Floor Annex
Atlanta, GA 30303

Ohio

ATTN: Heather Caeseric
Ohio Department of Health
P.O. Box 118
Columbus, Ohio 43266-0118

Kentucky

ATTN: Don Buecker
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Lexington, KY 40536-0232

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PA Department of Health
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ATTN: April Cook
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ATTN: Mark Jordan
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ATTN: Marcus Garner
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P.O. Box 1700
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New York State Department of Health
Corning Tower Building, Room 1602
Albany, NY 12237

Virginia

ATTN: Lilia Williams
VA Dept. of Health
1500 East Main Street, Ste.
Richmond, Virginia 23219

West Virginia

ATTN: Linda Atkins, Primary Care & Recruitment
1411 Virginia Street, East
Charleston, WV 25301

VERIFICATION OF EMPLOYMENT FORM

RECEIVED
12/2/96

PHYSICIAN:

Name: Tariq Muhammad, M.D.

INS Approval Date or Actual Employment Start Date, whichever is later: 12-10-96

Home Address: 40 Tara Lane, # 11
Prestonsburg, Ky 41653

Phone: (606) 886-2799

Type of Medical Practice: Internal Medicine

Location of Medical Practice: Our Lady of the Way Hospital
11033 Main Street
Street

Martin City Ky State 41649 Zip Code

HPSA (include specific County, C.T., CCD, BORO, etc.)

I HEREBY CERTIFY THAT I, THE UNDERSIGNED, DO PROVIDE PRIMARY HEALTH CARE SERVICES AT THE ABOVE STATED ADDRESS A MINIMUM OF 40 HOURS PER WEEK.

Tariq
Physician's Signature

12-6-96
Date

SPONSOR:

I DO HEREBY CERTIFY DOCTOR Tariq Muhammad BEGAN PRACTICING AT Our Lady of the Way Hospital ON 12-10-96 AND PROVIDES 40 HOURS OF PRIMARY HEALTH CARE PER WEEK.

Bileen Turner
Sponsor Signature

12-6-96
Date

Associate Administrator
Title

RETURN TO: Office of the General Counsel
ATTN: Deann Greathouse
1666 Connecticut Avenue, N.W.
Washington, D.C. 20235
(202) 884-7680

NOTARY:
Cindy Wright Hall
My Commission Expires
9-12-98

SEND COPY TO YOUR STATE CONTACT (See attached list for address)

Alabama

ATTN: Charles Lail
Office of Rural Health
434 Monroe Street
Montgomery, Alabama 36130-3017

Georgia

ATTN: Julie Elmore
2 Peachtree Street,
6th Floor Annex
Atlanta, GA 30303

Kentucky

ATTN: Don Buecker
University of Kentucky Medical Center
Area Health Education Center
202 Health Sciences Learning Center
Lexington, KY 40536-0232

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Corning Tower Building, Room 1602
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Charleston, WV 25301

North Carolina

ATTN: Tom Tucker
311 Ashe Avenue
Raleigh, North Carolina 27606

Ohio

ATTN: Heather Caeseric
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Columbus, Ohio 43266-0118

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Tennessee

ATTN: Daniel Jordan
TN Dept. of Health
Cordell Hull Bldg., 6th Floor
426 5th Avenue North
Nashville, TN 37247-5410

Virginia

ATTN: Lilia Williams
VA Dept. of Health
1500 East Main Street, Ste. 213
Richmond, Virginia 23219

J-1 Visa Waiver Policy Affidavit and Agreement

I, Tariq Muhammad, being duly sworn, hereby request the Federal Co-Chairman of the Appalachian Regional Commission to review my application for the purpose of recommending waiver of the foreign residency requirement set forth in my J-1 Visa, pursuant to the terms and conditions as follows:

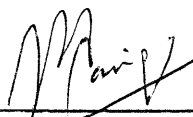
1. I understand and acknowledge that the review of this request is discretionary and that in the event a decision is made not to grant my request, I hold harmless the Appalachian Regional Commission (ARC), the Federal Co-Chairman, any and all ARC employees, agents and assigns from any action or lack of action made in connection with this request.
2. I further understand and acknowledge that the entire basis for the consideration of my request is the ARC Federal Co-Chairman's voluntary policy and desire to improve the availability of primary medical care in regions designated by the United States Public Health Service (USPHS) as Health Professions Shortage Areas (HPSA) in Appalachia.
3. I understand and agree that in consideration for a waiver, which eventually may or may not be granted, I shall render primary medical care services to patients, including the indigent, for a minimum of forty (40) hours per week within a USPHS designated HPSA located in the ARC jurisdiction. Such service shall commence not later than six (6) months after I receive notification of approval by both the United States Immigration and Naturalization Service (INS) and the United States Department of Labor and shall continue for at least three (3) years.
4. I agree to incorporate all the terms of this J-1 Visa Waiver Affidavit and Agreement into any and all employment agreements I enter pursuant to paragraph 3 and to include in each such agreement the ARC liquidated damages clause, of \$250,000 payable to the employer. (A copy of all employment agreements are attached to this request) This damages clause shall be activated by my termination of employment, initiated by my employer for cause or by me for any reason, only if my termination occurs before fulfilling the minimum three year service requirement. In the event of a transfer under the ARC liquidated damages clause a transfer notification form must be obtained by ARC. This form must be filled out and returned to ARC with a copy to the State Contact.
5. I further agree that any employment agreement I enter pursuant to paragraph 3 shall not contain any provision which modifies or amends any of the terms of this J-1 Visa Waiver Affidavit and Agreement.
6. I also agree to incorporate all terms of this J-1 Visa Waiver Affidavit and Agreement into any employment agreement I enter pursuant to paragraph 3.
7. I understand and agree that my primary medical care services rendered pursuant to paragraph 3 shall be in a Medicare and Medicaid certified hospital or primary health care clinic which has an open, non-discriminatory admissions policy and that will accept medically indigent patients.

8. I have read and fully understand the "ARC Federal Co-Chairman's J-1 Visa Waiver Policy", a copy of which is attached hereto and is specifically incorporated by reference.

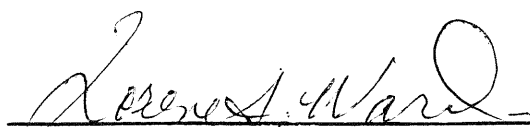
9. I expressly understand that this waiver of my foreign service requirement must ultimately be approved by the INS, and I agree to provide written notification of the specific location and nature of my practice to the ARC and the State contact at the time I commence rendering services in the ARC jurisdiction.

10. I understand and acknowledge that if I willfully fail to comply with the terms of this J-1 Visa Waiver Affidavit and Agreement, the Office of the ARC Federal Co-Chairman will notify the INS and recommend deportation proceedings be instituted against me. Additionally, any and all other measures available to the Office of the ARC Federal Co-Chairman will be taken in the event of my non-compliance.

I declare under the penalties of perjury that the foregoing is true and correct.



Subscribed and sworn before me
this 16 day of May, 1996


_____(Notary Public)
1/15/2000

Revised 8/25/95

AGREEMENT

This Agreement is entered into this 11th day of June, 1996 by and between Our Lady of the Way Hospital, (hereinafter "Hospital"), a Kentucky not-for-profit corporation, and Dr. Tariq Muhammad, M.D. (hereinafter "Physician").

WITNESSETH

WHEREAS, Hospital operates an acute care general hospital located in Martin, Floyd County, Kentucky, in which it offers a variety of both inpatient and outpatient medical care services;

WHEREAS, Physician is licensed to practice medicine in the Commonwealth of Kentucky and desires to provide medical care in the field of Internal Medicine in Martin, Floyd County, Kentucky; and

WHEREAS, Hospital desires to contract with Physician to provide high quality medical care in the field of Internal Medicine;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained in this Agreement, the parties agree as follows:

1.0 Obligations of Physician

1.1 Physician shall, at all times during the course and term of this Agreement, maintain appropriate licensure to practice medicine in the Commonwealth of Kentucky and to prescribe medications appropriate for the proper care of the patients who are treated by him.

1.2 Physician shall be required to work a total of 40 hours per week examining, treating, or consulting with patients pursuant to this Agreement.

1.3 Physician agrees to be employed by Hospital as a full time employee, and further agrees to perform all duties required by this Agreement, or any other duties required of him as an employee, in good faith, with loyalty to, and in the best interests of the Hospital.

1.4 Physician shall keep, in good order, all necessary records of any and all examinations, treatments or consultations provided to patients. Physician shall make all information available to Hospital that is required by Hospital to bill for Physician's services, as required by ¶2.2 of this Agreement.

1.5 Physician shall not be entitled to bill, collect or retain any fees or other remuneration for any services rendered by him to patients under the terms and conditions of this

Agreement.

1.6 Physician agrees to participate in the on-call schedule as assigned and to the same extent as other medical staff members.

1.7 Physician shall assist Hospital in the training and education of other members of Hospital's medical staff or other Hospital employees in Physician's areas of expertise, upon such terms and conditions as may be mutually agreed upon by the parties hereto.

1.8 Physician shall not be gainfully employed in the practice of medicine for another employer, nor shall he examine, treat or consult with patients for compensation or remuneration at another site or location, during the term of this Agreement, without the prior express, written approval of Hospital. This ¶1.8 shall have no force or effect subsequent to the expiration of this Agreement, and shall not be construed to inhibit Physician's ability to practice medicine in any given location.

1.9 Physician will apply for, obtain and maintain active medical staff privileges at Hospital throughout the term of this Agreement.

2.0 Obligations of Hospital

2.1 Hospital shall provide appropriate and suitable office space and examination and treatment rooms for Physician to examine, treat and consult with patients. Hospital shall supply all furnishings, equipment and supplies necessary for Physician to appropriately examine, treat and consult with patients. Hospital also agrees to provide registered nurses or other health care providers, as appropriate, to assist Physician in his practice. All items or services required of Hospital in this ¶2.1 shall be provided at Hospital's expense.

2.2 Upon receipt of the necessary information regarding Physician's services rendered to patients, Hospital will provide all billing services, and will assume responsibility for all associated billing expenses, required to collect payment from any patient examined or treated by Physician or with whom Physician has consulted.

2.3 Hospital shall compensate Physician at the rate of One Hundred Ten Thousand Dollars (\$110,000.00) per year as a base salary for providing medical care for patients. Physician shall not be entitled to any further compensation for examining, treating or consulting with patients. Such compensation shall be paid in equal amounts of Nine Thousand One Hundred Sixty Six Dollars and Sixty Seven Cents (\$9,166.67) on a monthly basis, and shall be paid or payable on the first of each month for the month preceding. In the event that the first of the

Employment Agreement
Dr. Tariq Muhammad, M.D.
Page 3 of 7

month falls on a Saturday, payment hereunder shall be made on the Friday preceding the first of the month. In the event that the first of the month falls on a Sunday, payment shall be made on the Monday immediately subsequent to the first of the month. In the event that the first of the month falls upon a holiday recognized by Hospital, or the first of the month falls on a Sunday which is followed by a holiday recognized by Hospital, payment hereunder shall be made on the next following Tuesday.

2.4 Hospital shall ensure that Physician is entitled to and eligible for all benefits normally associated with employment at Hospital. Physician shall be entitled to participate in Hospital's health insurance program and any other programs made available to Hospital employees at the same cost and on the same terms as other Hospital employees are permitted to participate therein. Physician shall be entitled to 6 (six) paid holidays per year and 12 (twelve) sick days. In addition, Hospital will pay all reasonable moving expenses for Physician up to a maximum of One Thousand Dollars (\$1,000.00).

2.5 Hospital shall provide Physician with four (4) weeks of paid vacation/CME leave per year. However, Physician shall be required to obtain the approval of Hospital's Administrator prior to taking any vacation time. Such approval shall not be unreasonably withheld, but may be withheld if the allowance of such absence from the Hospital or the practice would have a deleterious effect on the quality of patient care provided by the Physician, or would have a deleterious effect on the quality of care received by any particular patient from Physician. Hospital shall reimburse up to a maximum of One Thousand Five Hundred Dollars (\$1,500.00) of CME/professional membership expenses per year upon presentation of appropriate documentation.

2.6 Hospital shall provide Physician with professional negligence (medical malpractice) insurance in the amounts and upon such terms as Hospital may require, or that it requires the other members of its medical staff to obtain and maintain, currently One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. Hospital shall have sole discretion in selecting appropriate insurance policies and insurance carriers to provide this insurance coverage. Hospital shall be entitled to provide such coverage under a policy that allows the Hospital or the carrier to settle a professional negligence claim without Physician's prior approval. Hospital shall, upon request by Physician, make available copies of any insurance policy obtained pursuant to this ¶2.6. Hospital shall purchase professional negligence "tail coverage" to provide insurance coverage for any occurrence that may have occurred during the term of this agreement, and for which physician is alleged to be liable, but which was not reported until after the conclusion of this agreement. In the event, however, that Physician breaches this Employment Agreement, or the Hospital terminates this Employment Agreement for cause, Physician shall be obligated to purchase such "tail coverage".

3.0 Term and Termination

3.1 The term of this Agreement shall be for three (3) years from the date first written above.

3.2 Hospital may terminate this Agreement, without cause, upon sixty (60) days' notice, in writing, to Physician. Such termination may be made at any time during the initial or any subsequent term of this Agreement.

3.3 In the event that Physician fails to perform according to the terms and conditions of this Agreement for the entire period specified in ¶3.1, such failure shall be considered a substantial and material breach of this Agreement. In the event of such a breach, Hospital shall be entitled, at its option, to terminate this Agreement immediately. In addition, the parties hereto agree that such breach of this Agreement by Physician shall cause significant injury and damage to Hospital. Since it is difficult, if not impossible, to calculate the precise measure of damages that Hospital may suffer as a result of a breach under this ¶3.3, Physician agrees to repay Hospital the entire amount of Physician's salary contemplated by this Agreement, to-wit Two Hundred Fifty Thousand Dollars (\$250,000). Such repayment shall be due and payable upon Physician's breach of this Agreement, and Hospital shall be entitled to utilize any legal means necessary to recover these monies. However, if Physician leaves the employment of Hospital, to work at or for another licensed medical facility within the Appalachian Region (as defined by the ARC), such employment shall not constitute a breach of this Agreement. In no event shall Hospital be obligated to pay Physician any portion of his salary subsequent to his last day of employment with Hospital.

3.4 Hospital shall be entitled, in the exercise of its discretion, to immediately terminate or suspend the requirements of this Agreement in the event that any of the following occur:

- Physician's license to practice medicine in the Commonwealth of Kentucky is revoked, rescinded, terminated or suspended, or if limitations are placed on Physician's license to practice medicine in the Commonwealth of Kentucky;
- Physician's license to prescribe medications or dangerous drugs is revoked, rescinded or suspended;
- Physician's status as a member of Hospital's Medical Staff is terminated, revoked, reduced, limited or otherwise diminished, or Physician is disciplined in his role as a member of Hospital's Medical Staff, or Physician fails to obtain or maintain the required Medical Staff privileges for any reason;

Employment Agreement
Dr. Tariq Muhammad, M.D.
Page 5 of 7

- Any act of Physician that would constitute a material breach of this Agreement;
- If Physician dies or becomes disabled, and such disability would prevent him from performing all tasks and services required by the terms and conditions of this Agreement, and Hospital is unable to reasonably accommodate Physician's disability; or
- Physician's conviction of any crime of moral turpitude, or of any crime that would bear upon his continued ability to render high quality medical care to patients, or of any crime the penalty for which could include incarceration.

3.5 The parties hereto expressly agree that this Agreement is conditioned upon the Physician obtaining and maintaining a waiver of his/her J-1 visa status, and that a failure to obtain or maintain such a waiver shall cause this Agreement to become void, and to be of no force or effect whatsoever. In the event that this Agreement becomes void by operation of this ¶3.5, Hospital shall have no further obligations or responsibilities to Physician as of the date of such failure of the waiver. Hospital agrees to assist Physician with obtaining waiver of his/her J-1 visa status, and to pay associated reasonable legal fees up to a maximum of Five Thousand Dollars (\$5,000.00). It is understood by both parties that Physician will begin practicing within approximately two weeks of obtaining waiver.

4.0 Complete Agreement

4.1 This Agreement constitutes the entire agreement between the parties with regard to matters encompassed by this instrument and supersedes all previous agreements, whether written or oral, unless specifically mentioned and incorporated herein. There are no promises, terms, conditions, or obligations, other than those contained herein, that shall be given force and effect. This Agreement shall be interpreted, enforced and governed by the laws of the Commonwealth of Kentucky and shall be binding upon and inure to the benefit of the parties hereto and their representatives, spouses, heirs, officers, directors, shareholders, successors and assigns.

5.0 Modification

5.1 The parties agree that this Agreement may not be modified except by further written agreement signed by the parties or their authorized agents.

6.0 No Third Party Beneficiaries

6.1 Except as may be expressly provided for herein, no person or entity not a party hereto shall have any rights or obligations hereunder.

7.0 No Waiver

7.1 The failure by any party to object to any other party's performance which is believed to be unacceptable or unsatisfactory, or the failure to require another party to perform in an acceptable or satisfactory manner, during the term of this agreement shall not be construed as a waiver of any party's right to object to unacceptable or unsatisfactory performance of duties or obligations imposed by this Agreement.

8.0 Severability/Integration

8.1 It is understood and agreed by the parties hereto that if any part, term, section or provision of this agreement is held by a court of competent jurisdiction to be illegal or otherwise in conflict with the laws of the United States or of the Commonwealth of Kentucky, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if the agreement did not contain the particular part, term, section or provision held to be invalid.

9.0 Third Party Reporting Requirements

9.1 The parties agree that for a period of four years after furnishing services pursuant to this Agreement, Contractor shall, upon written request, make available to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representative this Agreement and its books, documents and records necessary to certify the nature and extent of Contractor's cost in providing such services. If Contractor carries out any of its duties under this Agreement through a subcontract having a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to subcontract, the related organization shall make available, upon written consent, to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representative, the subcontract and the books, documents and records of the organization that are necessary to verify the nature and extent of the cost. This provision shall be null and void should it be determined that section 1861(v)(1) of the Social Security Act is not applicable to this Agreement.

10.0 No Assignment

10.1 The parties agree and understand that this Agreement obligates Physician to provide certain personal services for Hospital. Physician may not assign, delegate or other wise transfer his rights and obligations hereunder without the prior, express approval, in writing, of Hospital.

11.0 Dispute Resolution

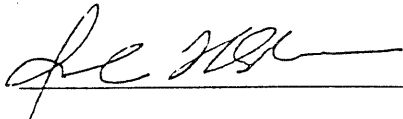
11.1 In the event of a dispute between the parties with regard to the construction or interpretation of this Agreement, the parties agree that such dispute shall be submitted to an arbitrator for decision. Such arbitration shall be conducted pursuant to the rules and regulations of the American Arbitration Association, and shall be conducted in Martin, Kentucky, or at another mutually acceptable location. The decision of the arbitrator shall be binding upon the parties and judgment thereon may be entered by any court of competent jurisdiction.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties have evidenced their agreement to the terms and conditions of this Agreement by affixing their signatures, or the signatures of their authorized representatives, below.

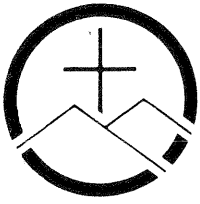


Signature (Physician)

OUR LADY OF THE WAY HOSPITAL

By: 

Its: V.P., C.O.O.



OUR LADY OF THE WAY HOSPITAL

BOX 910 MARTIN, KENTUCKY 41649-0910

(606) 285-5181

June 11, 1996

Mr. Jesse L. White, Jr.
Federal Co-Chairman
Appalachian Regional Commission
1666 Connecticut Avenue, NW
Washington, D.C. 20235

Dear Mr. White:

I wish to request your support and recommendations of a waiver of the two year foreign residency requirements for **Tariq Mohammad, M.D.** Following is information relative to this request:

1. Date Employment is to begin: Dr. Mohammad will begin his practice no later than 60 days following his receipt of the proper work authorization from the Immigration and Naturalization Service.
2. Statement of Need: Physicians associated with Our Lady of the Way Hospital provide medical care to patients in Floyd and Knott Counties. These areas are isolated from metropolitan areas due to the mountainous terrain. Access to health care services is hindered by the generally poor road systems as well as a lack of transportation systems. Recruitment and retention of health care professionals to such a rural area continues to be a struggle. Dr. Mohammad's application is the second to be submitted by Our Lady of the Way this year.
3. Name of Doctor: Tariq Mohammad, M.D.
Specialty: Internal Medicine
4. Practice Address: Dr. Mohammad will be practicing Internal Medicine at Our Lady of the Way Hospital, Route 1428-Main St., P.O. Box 910, Martin, Kentucky 41649-0910.
5. Dr. Mohammad will be practicing Internal Medicine a minimum of 40 hours per week for a minimum of three years at Our Lady of the Way Hospital.
6. Terms and conditions of Dr. Mohammad's J-1 Visa Policy Affidavit and Agreement have been incorporated into the employment agreement.



Mr. Jesse L. White, Jr.

June 11, 1996

Page 2

- ✓ 7. The employment agreement does not modify or amend any of the terms and conditions of Dr. Mohammad's J-1 Visa Policy Affidavit and Agreement.
- ✓ 8. I hereby certify that I have read and fully understand and will comply with the ARC Federal co-chairman's J-1 Visa Waiver Policy, and that all of the information contained in this letter is true to the best of my knowledge and belief.

Mr. White we appreciate your assistance in our common mission of providing continuing medical care in the Appalachian area served the the Appalachian Regional Commission and Our Lady of the Way Hospital.

Sincerely,



John L. Osborne
Chief Operating Officer

JO/ks

Enclosures

J-1 VISITS--KENTUCKY
APRIL 13 AND 15, 1998

<u>Physician</u>	<u>Approved Location</u>
Jagan Annabathula	Mud Creek Clinic, Grethel, KY
Jamal Atalla	Our Lady of the Way Hospital, Martin, KY ^{1/ 7/}
Silvia Colmenares	Williamson ARH Psychiatric Service, South Williamson, KY ^{2/ 7/}
Shahab M. Ehtesham	Jenkins Community Hospital, Jenkins, KY
Thaer Joudeh	Jenkins Community Hospital, Jenkins, KY ^{3/ 7/}
Tariq Muhammad	Our Lady of the Way Hospital, Martin, KY ^{4/}
Amer Qureshi	Williamson ARH Psychiatric Service, South Williamson, KY ^{2/ 7/}
Delfin Valite	Highlands Clinic, South Williamson, KY ^{5/ 6/}
Eduardo Yabut	Highlands Clinic, South Williamson, KY

Notes:

- 1/ Physician normally practiced at a hospital affiliated clinic in Bypro, KY, about 25 miles south of Grethel in Floyd County.
- 2/ Physicians generally in clinic from 1:00 to 5:00 pm and at hospital visiting inpatients in morning. In addition, Dr. Qureshi visits a clinic in Man, WV, once or twice a week.
- 3/ Since October 1997, practice has been at clinic in Elkhorn City, Pike County, about 15 miles north of Jenkins; and it appeared physician's "on-call" duties at Jenkins hospital reduce available clinic time.
- 4/ Physician left facility near the end of February 1998 and transferred to a location in Garrard County, Kentucky, according to state official. A notice of transfer form has not been received.
- 5/ Doctor unavailable, and staff unsure of physician's schedule.
- 6/ OIG followup initiated.
- 7/ ARC and/or state followup or policy clarification recommended.



**APPALACHIAN
REGIONAL
COMMISSION**

*A Proud Past,
A New Vision*

Office of the Inspector General

July 7, 1998

Mr. Don Buecker, Director
Area Health Education Center
University of Kentucky Medical Center
202 Health Sciences Learning Center
Lexington, KY 40536-0232

re: OIG Report 98-44(H)

Dear Mr. Buecker:

Enclosed is a copy of our memorandum report on some J-1 visits in eastern Kentucky. As noted, we are following up on one case involving a physician where we did not obtain sufficient information.

In several other instances, ARC and/or your office should followup with regard to physician locations and practices.

Sincerely,


Hubert N. Sparks
Inspector General

Enclosure