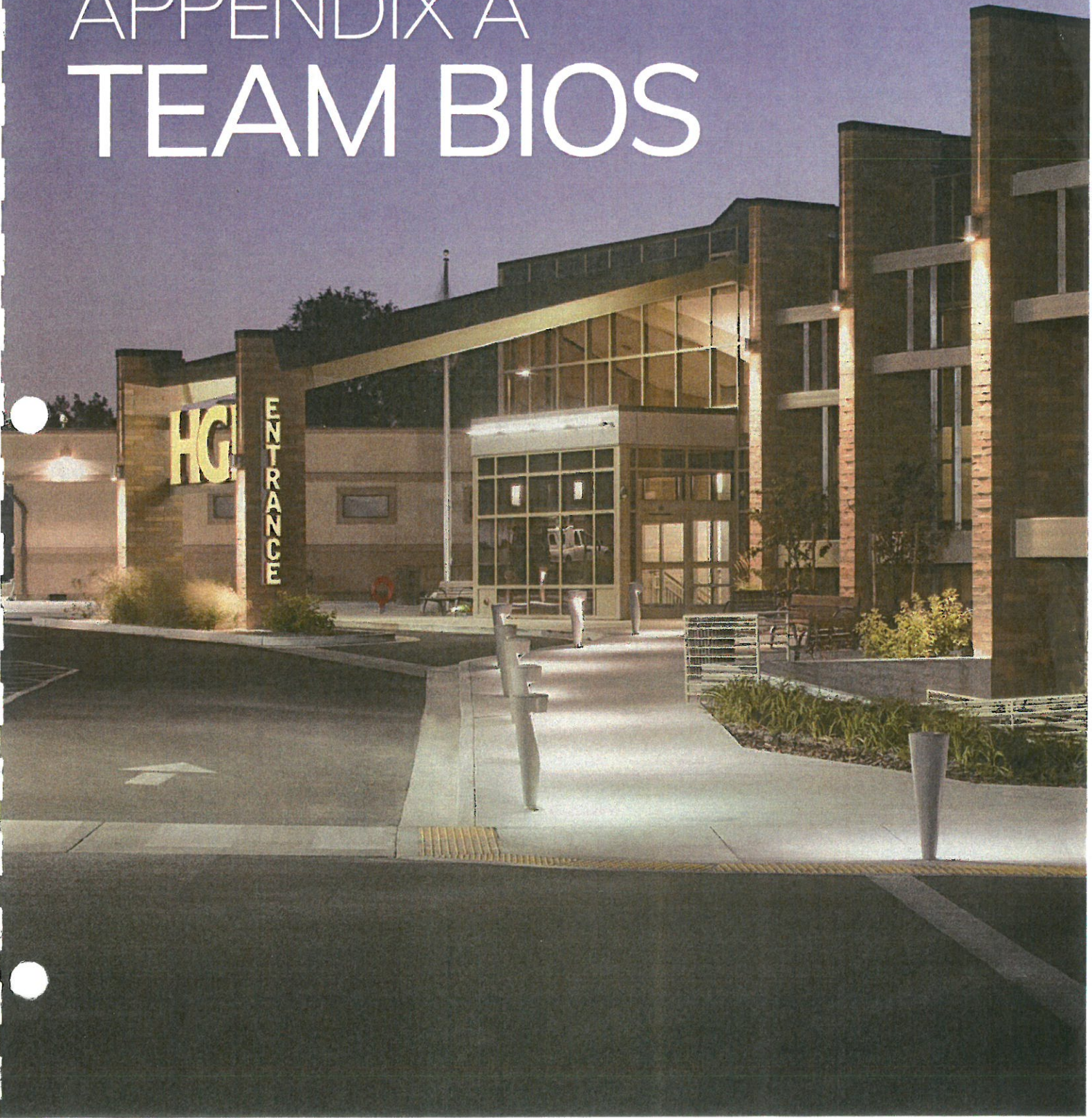


# APPENDIX A TEAM BIOS







## PRACTICES

Corporate  
Healthcare Law  
Information Security and Cybersecurity

## INDUSTRIES

Healthcare

## EDUCATION

Brigham Young University, J.D., 1990  
*magna cum laude*

Brigham Young University, B.A., 1987  
*cum laude*

## BAR ADMISSIONS

Idaho  
Oregon  
Washington

## Kim Stanger | Partner

800 W. Main Street, Suite 1750, Boise, ID 83702  
P 208.383.3913

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**Kim Stanger guides facilities and professionals through the many regulatory, transactional, and practical challenges facing the rapidly evolving healthcare industry.**

He has particular expertise on unique laws facing healthcare providers, including HIPAA, Stark, the Anti-Kickback Statute, civil monetary penalties law, EMTALA, Medicare/Medicaid regulations, and licensing requirements. With 20 years of experience, he understands the needs of his healthcare clients and how to address those needs in a cost-efficient manner.

Kim's commitment to his clients and the industry is demonstrated by the hundreds of hours he spends each year providing free education to his clients and serving in industry organizations. He is a frequent and popular speaker at healthcare meetings and association conferences. He also presents monthly webinars and publishes regular Holland & Hart Health Law Alerts.

## EXPERIENCE

Kim helps institutional and individual clients structure and document healthcare transactions, including:

- Services contracts
- Joint ventures
- Practice and network formations
- Mergers and acquisitions
- Conversions

Additionally, he advises and helps clients respond to compliance questions or concerns, including:

- Federal and state fraud and abuse laws
- Privacy requirements
- Reimbursement rules
- Licensing regulations

Kim represents clients in internal, administrative, and judicial proceedings, including licensing, credentialing and peer review, and government investigations and audits.

### Typical Healthcare Transactions

Draft physician and midlevel employment and services contracts for hospitals and multi-specialty groups.

Draft HIPAA policies, forms, and business associate agreements.

Negotiate and document acquisition and sale of physician practices by hospitals and others.

Structure and document clinically integrated networks.

Structure management arrangements between hospitals, physician groups, and independent management companies.

Create joint ventures between hospital systems and provider organizations.

### Compliance

Review and advise hospitals and other providers on compliance issues, including Stark, Anti-Kickback, HIPAA, CMPL, EKRA, EMTALA, etc.

Prepare HIPAA policies, forms, and business associate agreements for clients and others.

Create model compliance plans for industry organizations and individual facilities.

### Administrative and Judicial Proceedings

Advise clients concerning self-disclosures, repayments, and resolutions with state and federal agencies.

Respond to OCR investigations for alleged HIPAA violations.

Defend facilities and individuals in adverse licensure actions by state boards or survey agencies.

Represent hospitals and medical staff leadership in credentialing proceedings and litigation.

Navigate and negotiate resolution of payment dispute with federal and state Medicare and Medicaid programs.

### Governance

Draft medical staff and governing board bylaws for industry associations and individual facilities.

Train boards concerning fiduciary and compliance obligations.

Respond to laws governing public hospitals such as Open Meeting Laws and Public Record Acts.



## PUBLICATIONS

"Idaho Complete Abortion Ban Set to Take Effect," *Holland & Hart News Update*, 07/28/2022

"Idaho Abortion Laws: Frequently Asked Questions," *Holland & Hart News Update*, 07/25/2022

"Small Win for Healthcare Providers: CMS Issues New Guidance Under No Surprise Billing Rules and DHHS' Appeal," *Holland & Hart News Update*, Co-Author, 04/26/2022

"New Guidance on Self-Pay Patients Under No Surprise Billing Rules," *Holland & Hart News Update*, Co-Author, 04/12/2022

"Idaho Patient Act Changes," *Holland & Hart News Update*, Co-Author, 04/05/2022

"Telehealth in Idaho: Regulations Withdrawn," *Holland & Hart News Update*, 02/08/2022

"CMS Vaccine Mandate: New Deadlines," *Holland & Hart News Update*, 01/18/2022

"No Surprise Billing Rules: Good Faith Estimates and Unscheduled Services," *Holland & Hart News Update*, 01/07/2022

"Sixth Circuit Reinstates OSHA's Vax-or-Test Mandate: Impact on Employers and Healthcare Providers," *Holland & Hart News Update*, Co-Author, 12/20/2021

"No Surprise Billing Rules: Checklist for Providers," *Holland & Hart News Update*, 12/17/2021, UPDATED 02/14/2022

"Federal Court Stays CMS Mandate Nationwide," *Holland & Hart News Update*, 11/30/2021

"CMS Vaccine Mandate Stayed in Ten States," *Holland & Hart News Update*, 11/30/2021

"Evaluating Religious Exemption Requests Under the CMS COVID-19 Vaccine Mandate," *Holland & Hart News Update*, Co-Author, 11/17/2021

"CMS Vaccine Mandate for Healthcare Workers: Resources for Preparing Your Policies," 11/05/2021

"Employee Vaccine Information: Privacy Concerns," *Holland & Hart News Update*, 09/23/2021

"Vaccine Mandate for Healthcare Providers," *Holland & Hart News Update*, 09/15/2021

"Fraud and Abuse in Private Payer Situations," *Health Law Handbook (2021 ed.)*, Thomson Reuters, August 2021



- "New Physician Assistant Collaboration Rules for Idaho," *Holland & Hart News Update*, 06/16/2021
- "HIPAA, Business Associates, and the Conduit Exception," *Holland & Hart News Update*, 04/14/2021
- "Directed Referrals: New Stark Rules," *Holland & Hart News Update*, 03/24/2021
- "HIPAA, Patient Access, and Designated Record Sets," *Holland & Hart News Update*, 03/22/2021
- "New Stark and Anti-Kickback Statute Comparisons," *Holland & Hart News Update*, Co-Author, 12/07/2020
- "wRVU Compensation Formulas: Time to Review," *Holland & Hart News Update*, 11/11/2020
- "HIPAA Enforcement: Lessons from the OCR's Recent Settlements," *Holland & Hart News Update*, 10/26/2020
- "Difficult Discharges: Sending Patients Out without Getting Into Trouble," *American Health Law Association Journal of Health and Life Sciences Law*, Vol. 14, No. 1, Co-Author, October 2020
- "Paying Employees for Referring Healthcare Business," *Holland & Hart News Update*, 09/25/2020
- "Telehealth in Idaho and Elsewhere," *Holland & Hart News Update*, 08/31/2020
- "Healthcare Providers: Beware New Information Blocking Rule," *Holland & Hart News Update*, 08/26/2020
- "New Idaho Laws Affecting Healthcare Providers – Effective July 1," *Holland & Hart News Update*, 06/10/2020
- "Use of CARES Act Provider Relief Funds," *Holland & Hart News Update*, 06/08/2020
- "Rural Hospitals Receive Next Round of Provider Relief Funds," *Holland & Hart News Update*, 05/06/2020
- "HHS Updates Recently Issued Provider Relief Fund Terms and Conditions," *Holland & Hart News Update*, 04/27/2020
- "More Provider Relief Funds on the Way: Beware Updated Terms and Conditions," *Holland & Hart News Update*, 04/24/2020
- "Update to Provider Relief Fund," *Holland & Hart News Update*, 04/17/2020



- "Disclosing Employee's COVID-19 Status to Employer," *Holland & Hart News Update*, Co-Author, 04/06/2020
- "CMS Waives Stark Law Limits to Hospital-Physician Arrangements During COVID-19 Pandemic," *Holland & Hart News Update*, 04/01/2020
- "CMS Expands Blanket Waivers to Help Hospitals and Other Providers," *Holland & Hart News Update*, 03/31/2020
- "HEALTHCARE: Health Provisions/Medicare & Medicare Extenders/OTC Drugs," *Holland & Hart News Update*, Co-Author, 03/27/2020
- "CARES Act Update: How the \$2.2 Trillion Relief Impacts Businesses and Employers," *Holland & Hart News Update*, Co-Author, 03/27/2020
- "Telehealth and COVID-19," *Holland & Hart News Update*, 03/20/2020
- "Fraud and Abuse in Private Payor Situations," *Holland & Hart News Update*, 03/12/2020
- "Beware Laws Affecting Healthcare Transactions," *The Advocate*, 03/11/2020
- "Patient Inducements: Gifts, Discounts, Waiving Co-Pays, Free Screening Exams, Etc.," *Holland & Hart News Update*, 03/02/2020
- "Use of PHI for Non-Patient Purposes," *Holland & Hart News Update*, 02/19/2020
- "Modified HIPAA Rules for Sending Records to Third Parties," *Holland & Hart News Update*, 02/07/2020
- "HIPAA, Psychotherapy Notes, and Other Mental Health Records," *Holland & Hart News Update*, 01/28/2020
- "Encrypt Your Devices or Face HIPAA Penalties," *Holland & Hart News Update*, 11/07/2019
- "Contacting Parents, Spouses or Others to Obtain Payment," *Holland & Hart News Update*, 10/30/2019
- "Diverting Ambulances and EMTALA," *Holland & Hart News Update*, 10/01/2019
- "Business Associates' Use of Information for Their Own Purposes," *Holland & Hart News Update*, 09/06/2019
- "IMGMA Q/A: Sharing PHI for Treatment Purposes," *Idaho Medical Group Management Association e-newsletter*, 08/22/2019
- "New Patient Rights Rules for Idaho Hospitals," *Holland & Hart News Update*, 07/15/2019
- "Mental Holds in Idaho," *Holland & Hart News Update*, 06/24/2019



- "Licensing Board Stipulations: Beware Unanticipated Consequences," *Holland & Hart News Update*, 06/10/2019
- "Liability of Business Associates for HIPAA Penalties," *Holland & Hart News Update*, 05/29/2019
- "HHS Reduces the Annual Cap for Most HIPAA Penalties," *Holland & Hart News Update*, 05/02/2019
- "Key Terms for Provider Contracts," *Holland & Hart News Update*, 03/26/2019
- "Common Stark Concerns for Hospitals," *Holland & Hart News Update*, 03/14/2019
- "Telehealth: Practicing Across the Idaho Border," *Holland & Hart News Update*, 02/12/2019
- "Medical Record Retention Guidelines," *Holland & Hart News Update*, Co-Author, 02/05/2019
- "Identifying Business Associates: Make Sure You Have BAAs in Place," *Holland & Hart News Update*, 01/23/2019
- "HIPAA Breach Notification: When and How to Self-Report," *Holland & Hart News Update*, 01/08/2019
- "EMTALA: Guide for Exams, Treatment and Transfers," *Holland & Hart News Update*, 11/27/2018
- "Gifts to Patients and Referring Providers," *Holland & Hart News Update*, 11/15/2018
- "Department of Health & Human Services Upgrades Security Risk Assessment Tool," *Holland & Hart News Update*, Co-Author, 10/31/2018
- "Handling HIPAA Breaches: Investigating, Mitigating and Reporting," *Holland & Hart News Update*, 10/22/2018
- "Producing Records of Other Providers," *Holland & Hart News Update*, 10/10/2018
- "Idaho Fraud and Abuse Statutes: Requirements, Penalties and Repayments," *Holland & Hart News Update*, 10/05/2018
- "Sports and Student Physicals: Legal Issues," *Holland & Hart News Update*, 08/08/2018
- "Paying Hospital-Employed Physicians for Services Performed by Others," *Holland & Hart News Update*, 07/09/2018
- "Summary of Selected Fraud & Abuse Statutes & Regulations," *AHLA Fraud and Abuse Practice Group*, May 2018



"Rules for Telemedicine," *IMGMA Monthly Newsletter Q&A*, March 2018

"Minimizing Liability for Business Associate Misconduct," *AHLA Physicians and Hospitals Law Institute*, 03/09/2018

"Consent for Treatment of Minors in Idaho," *Holland & Hart News Update*, 03/06/2018

"Producing Patient Records: The 'Designated Record Set,' the 'Legal Health Record,' and 'Records Created by Other Providers'," *Holland & Hart News Update*, 02/20/2018

"Reporting HIPAA Breaches: Annual Deadline Approaches," *Holland & Hart News Update*, 01/09/2018

"Using an Employee's Protected Health Information for Employment Decisions," *Holland & Hart News Update*, 12/18/2017

"Non-Physicians Owning or Investing in Medical Practices in Idaho," *Holland & Hart News Update*, 11/08/2017

"Marketing Traps for Healthcare Providers," *Holland & Hart News Update*, 10/12/2017

"Police, Providers, Patients and HIPAA," *Holland & Hart News Update*, 09/26/2017

## **SPEAKING ENGAGEMENTS**

"No Surprise Billing Rules as They Apply to Long-Term Care and Assisted Living Facilities," *Idaho Healthcare Association Webinar*, 03/29/2022

"Legal Issues," *Idaho Ambulatory Surgery Center Association Conference*, 03/17/2022

"CMS Vaccine Mandate: Ongoing Compliance Issues," *Holland & Hart Health Law Webinar*, 03/03/2022

"No Surprise Billing Rules: Update and Answers to Common Provider Questions," *Holland & Hart Health Law Webinar*, 02/16/2022

"No Surprise Billing Rules," *Holland & Hart Health Law Webinar*, 08/19/2021

"Creating and Terminating Patient Relationships," *Holland & Hart Health Law Compliance Webinar Series*, 03/18/2021

"EMTALA," *Holland & Hart Health Law Compliance Webinar Series*, 03/11/2021

"42 CFR Part 2," *Holland & Hart Health Law Compliance Webinar Series*, 02/16/2021



"Information Blocking Rule," *Holland & Hart Health Law Compliance Webinar Series*, 02/09/2021

"Fraud and Abuse Laws," *Holland & Hart Health Law Compliance Webinar Series*, 01/21/2021

"Unique Compliance Concerns Applicable to Idaho," *Holland & Hart Health Law Compliance Webinar Series*, 01/19/2021

"Provider Relief Fund: Use, Reporting, and Repayments," *Holland & Hart Health Law Webinar*, 12/10/2020

"Overview of 'Hot' HIPAA Issues and New Updates to Templates," *Montana Health Network*, 11/13/2020

"Managing Physician Relationships," *presenter, 2020 Idaho Association of Medical Staff Services Conference*, 11/11/2020

"The Consequences of Adverse Credentialing Decisions," *presenter, 2020 Idaho Association of Medical Staff Services Conference*, 11/11/2020

"Legal Issues in Healthcare: Cybersecurity and HIPAA," *co-presenter, Idaho Medical Association Education Series*, 10/21/2020

"Health Law Webinar – Incident to and Locum Tenens: A Roadmap for Compliance," *Holland & Hart Health Law Webinar*, 03/19/2020

"Expanding Fraud and Abuse Liability in Private Payer Situations," *co-presenter, AHLA Long-Term Care and the Law Conference*, San Antonio, TX, 03/02/2020-03/03/2020

"Idaho Healthcare Compliance Bootcamp 2020," 02/28/2020

"Use of PHI for Non-Patient Purposes: Limits, Liability, and Vendors Who Do Not Care," *co-presenter, AHLA Physicians and Hospitals Law Institute*, 02/11/2020-02/12/2020

"Health Law Webinar – New Year's Resolutions: Checking Key Compliance Issues," *Holland & Hart Health Law Webinar*, 01/23/2020

"Health Law Webinar – Proposed Changes to Stark, Anti-Kickback Statute and Civil Monetary Penalties Law," *Holland & Hart Health Law Webinar*, 11/22/2019

"Provider Contracts: Tips from the Trenches," *Colorado Rural Health Center*, 11/19/2019

"Fraud and Abuse Laws; Marketing Traps; EMTALA; Collection Traps," *2019 Wyoming Healthcare Compliance Bootcamp*, 11/08/2019

"Provider Contracts: Tips from the Trenches," *Idaho Hospital Association Annual Convention*, 10/06/2019

"Health Law Webinar – Compensation and Perks to Referring Providers: Common Questions and Compliance Traps," *Holland & Hart Health Law Webinar*, 08/08/2019

"Health Care Laws Every Transactional Attorney and Litigator Ought to Know," *Idaho State Bar Annual Meeting*, 07/26/2019

"Health Law Webinar – Waiving Copays, Patient Discounts, and Other Common Issues with Patient Arrangements," *Holland & Hart Health Law Webinar*, 07/18/2019

"Workplace Violence v. Resident Rights," *Idaho Health Care Association 2019 Convention*, 07/11/2019

"Compliance and Ethics Programs for Nursing Facilities," *Idaho Health Care Association 2019 Convention*, 07/09/2019

"Health Law Webinar – Federal Fraud and Abuse Laws," *Holland & Hart Health Law Webinar*, 07/02/2019

"Montana Fraud and Abuse Laws: Common Problems," *Montana Society for Healthcare Risk Management*, 06/28/2019

"Using Non-Physicians to Expand Your Practice: Legal Issues," *MIEC Summit for Insurance Defense*, 06/20/2019

"Cybersecurity and HIPAA," *Wyoming Healthcare Financial Management Association Spring Conference*, 05/23/2019

"Medical Records: Definitions and Disclosures," *Idaho Health Information Management Association Annual Meeting*, 04/05/2019

"42 CFR Part 2," *Idaho Primary Care Association*, 03/22/2019

"Health Law Webinar – Checking Your HIPAA Business Associate Agreements," *Holland & Hart Health Law Webinar*, 02/14/2019

"Fraud and Abuse Laws; Interpreters and Translators; EMTALA; HIPAA and Patient Confidentiality," *Wyoming Healthcare Compliance Bootcamp*, Laramie, WY, 09/28/2018

"Health Law Webinar – Stark, Anti-Kickback Statute, and Other Fraud and Abuse Laws," *Holland & Hart Health Law Webinar*, 09/13/2018

"Duties and Responsibilities for Hospital Board Members," *Hospital Trustee Symposium, The Hospital Cooperative*, 09/07/2018

"Structuring Call Coverage Agreements: Key Considerations and Provisions," *Strafford Live CLE Webinars*, 09/06/2018

"Health Law Webinar – HIPAA and 42 CFR Part 2: Disclosure of Substance Use Disorder Records," *Holland & Hart Health Law Webinar*, 08/09/2018



- "Health Law Webinar – HIPAA and Disclosure to Family, Friends and Others Involved in Patient's Care," *Holland & Hart Health Law Webinar*, 07/24/2018
- "Patient Rights Issues: Informed Consent and Confidentiality," *Lorman Webinar*, 07/23/2018
- "Difficult Discharges: Sending Patients Out without Getting into Trouble," *AHLA Annual Meeting*, Chicago, IL, 06/25/2018
- "Telehealth," *Holland & Hart Health Law Webinar*, 06/07/2018
- "Responding to Noncompliance," *2018 Idaho Healthcare Compliance Bootcamp Part 2*, 05/11/2018
- "Applying Fraud and Abuse Laws to Common Situations," *2018 Idaho Healthcare Compliance Bootcamp Part 2*, 05/11/2018
- "Fraud and Abuse Laws," *2018 Idaho Healthcare Compliance Bootcamp Part 2*, 05/11/2018
- "Legal Traps for Physician's Assistants," *Idaho State University Physician Assistant Program*, 05/01/2018
- "HIPAA and Law Enforcement: Responding to Subpoenas, Orders, and Warrants," *Audio Educator Webinar*, 04/10/2018
- "Health Law Webinar – Fair Market Value in Healthcare Transactions: Why and How," *Holland & Hart Health Law Webinar*, 03/22/2018
- "Consent Aspects and Billing Issues for Minors," *Peer Network Meeting, The Hospital Cooperative*, 03/09/2018
- "Peer Review," *Idaho Health Care Association Winter Workshop*, 02/15/2018
- "Consent for Treatment," *Holland & Hart Health Law Webinar*, 02/15/2018
- "HIPAA and Patient Confidentiality," *2018 Idaho Healthcare Compliance Bootcamp Part 1*, 02/09/2018
- "Creating and Terminating Patient Relationships," *2018 Idaho Healthcare Compliance Bootcamp Part 1*, 02/09/2018
- "EMTALA," *2018 Idaho Healthcare Compliance Bootcamp Part 1*, 02/09/2018
- "Informed Consent," *2018 Idaho Healthcare Compliance Bootcamp Part 1*, 02/09/2018
- "Minimizing Risk for Business Associate Misconduct," *AHLA Physicians and Hospitals Law Institute*, New Orleans, LA, 02/05/2018

"Employment Contracts: Avoiding Potholes and Defensive Driving Skills," *Ada County Medical Society R2 Unit Training*, 01/31/2018

"Health Law Webinar – Texting with Providers and Patients: CMS Rules, HIPAA, and Other Considerations," *Holland & Hart Health Law Webinar*, 01/25/2018

"Contracting with Non-Employed Physicians and Physicians Groups," *Strafford Webinar*, 01/04/2018

"Client Rights Issues: Informed Consent and Confidentiality," *Lorman Webinar*, 12/29/2017

"Gifts to Patients and Referral Sources," *Holland & Hart Health Law Webinar*, 11/09/2017

"HIPAA and the Media," *Idaho Hospital Association Annual Convention*, Sun Valley, ID, 10/08/2017

"Behavioral Health Problems in the ED: Legal Requirements and Risk Management Solutions," *Idaho Hospital Association Annual Convention*, Sun Valley, ID, 10/08/2017

"Credentialing and Peer Review," *Idaho Association of Medical Staff Services Fall Education Conference*, 09/22/2017

"Behavioral Health Problems in the ED: Legal Requirements and Risk Management Solutions," *Montana Hospital Association Fall Convention*, Billings, MT, 09/20/2017

"Stark Law, Federal and State Anti-Kickback, Report and Pay, and Other Compliance Issues," *AAPC*, 09/19/2017

"Using Non-Physicians to Expand Practice: Legal Issues," *Idaho MGMA Annual Conference*, September 2017

"Health Law Webinar – HIPAA and Subpoenas, Orders and Law Enforcement Requests," *Holland & Hart Health Law Webinar*, 08/31/2017

## RECOGNITION

- *The Best Lawyers in America*© Lawyer of the Year, Health Care Law – Boise, 2014, 2019, 2021
- *The Best Lawyers in America*©, Health Care Law, 2010–2022
- *JD Supra Readers' Choice Awards*, a Top Author in Healthcare, 2020
- Mountain States Super Lawyers®, Health Care, 2013-2022
- St. Luke's Regional Medical Center Merit Award
- Martindale-Hubbell®, AV Preeminent® Rating



## PROFESSIONAL AND CIVIC AFFILIATIONS

- Boise State University, Health Law & Ethics, Adjunct Professor
- American Health Lawyers Association, Fraud and Abuse Practice Group
- American Bar Association, Health Law Section, Member
- Boise Metro Chamber, Healthcare Industry, Advisory Board
- Idaho Medical Group Management Association, Member
- Idaho Health Information Management Association, Member
- Idaho State Bar, Health Law Section, Member
- Idaho State Bar, Health Law Section, Past President
- Oregon State Bar, Health Law Section, Member
- Idaho Association of Healthcare Risk Managers, Past President
- American Hospital Association, Allied Attorneys, Member
- Idaho HIPAA Coordinating Council, Board Member
- Idaho End of Life Coalition, Member



## J. Malcolm (Jay) DeVoy | Partner

9555 Hillwood Drive, 2nd Floor, Las Vegas, NV 89134  
P 702.669.4636

[jmdevoy@hollandhart.com](mailto:jmdevoy@hollandhart.com)

**Jay provides counsel to healthcare providers, entities, and other businesses to navigate professional, regulatory, and business challenges and risks.**

He has experience providing counsel to medical providers and affiliated entities, such as surgical centers and other facilities, and responding to issues that arise throughout any business. Jay has successfully represented clients before their professional licensing authorities and other state agencies, on topics ranging from pharmaceutical regulations and laboratory operations to medical record protection, responding to governmental investigative demands, and accreditation issues.

Jay particularly focuses on the intersection of technology and his clients' medical activities. This includes advising clients about the latest developments in telemedicine implementation and payment. As a regular part of his practice, Jay helps his clients avoid costly losses arising from HIPAA breaches or Nevada's anti-SLAPP laws due to hasty responses to patient or competitor complaints.

When a dispute arises, Jay vigorously represents his clients in state or federal court. His experience includes both prevailing on and defeating critical motions, including motions for summary judgment and motions seeking temporary restraining orders and preliminary injunctions. Of particular importance, his understanding of privacy laws allows him to advise clients of issues that arise when HIPAA is implicated in litigation (and identify when it is not).

Prior to joining Holland & Hart, Jay practiced as a shareholder at DeVoy Law P.C.

### EXPERIENCE

Jay regularly advises healthcare clients on a wide range of state and federal laws and regulations and how they can affect their business. These include:

- the Anti-Kickback Statute
- Stark Law
- the Civil Monetary Penalties statute
- Health Insurance Portability and Accountability Act ("HIPAA")
- Clinical Laboratory Improvement Amendments ("CLIA")
- the Eliminating Kickbacks in Recovery Act ("EKRA"), and
- accompanying federal regulations and state law analogues

### PRACTICES

Healthcare Law  
Corporate

### INDUSTRIES

Healthcare  
Pet Care

### EDUCATION

University of Wisconsin Law School, J.D.,  
2010  
*cum laude*

Canisius College, B.A., 2007  
*summa cum laude*

### BAR ADMISSIONS

Nevada (10/07/2010)

### COURT ADMISSIONS

U.S. District Court for the District of  
Nevada

U.S. District Court for the District of  
Colorado

U.S. District Court for the Western District  
of Wisconsin

U.S. District Court for the Eastern District  
of Wisconsin

U.S. Court of Appeals for the Ninth  
Circuit

U.S. Court of Appeals for the Tenth  
Circuit



## PUBLICATIONS

- "The Life, Death, and Rebirth of Formula 1 in Las Vegas," *Vegas Legal Magazine*, Summer/Fall 2021
- "Change in the HHS," *Vegas Legal Magazine*, Spring 2021
- "New Stark and Anti-Kickback Statute Comparisons," *Holland & Hart News Update*, Co-Author, 12/07/2020
- "Final Rules for Stark and Anti-Kickback Reforms Issued by CMS and OIG," *Holland & Hart News Update*, Co-Author, 11/23/2020
- "CMS Issues Final Rule for Hospitals & Home Health Agencies for Patient Discharge Planning," *Holland & Hart News Update*, Co-Author, 10/28/2019
- "SLAPPED Back: The Nevada Supreme Court's Recent Treatment of Nevada's Anti-SLAPP Laws Shows That Preparation and Thoroughness Is Required to Use Them Effectively," *Vegas Legal Magazine*, 2019
- "Beyond Stark: Nevada's Lesser-Known Physician Self-Referral Laws," *Nevada Business Magazine*, October 1, 2018
- "Worth the Paper It's Written On: The Nevada Supreme Court Recognizes Common Interest Communications as Confidential Even Without a Written Agreement," *Vegas Legal Magazine*, co-author, 2018
- "Piercing the Veil: Nevada's Supreme Court Confirms That Limited Liability Corporations Are Subject to the Alter-Ego Doctrine & Corporate Veil-Piercing Claims," *Vegas Legal Magazine*, co-author, 2018

## SPEAKING ENGAGEMENTS

- "COVID-19: (Legal) Immunity," *Holland & Hart Health Law Compliance Webinar Series*, 02/18/2021
- "Unique Compliance Concerns Applicable to Nevada," *Holland & Hart Health Law Compliance Webinar Series*, 01/26/2021
- "Know Your Rights: Small Business Issues During COVID-19," Co-presenter, *Legal Aid Center of Southern Nevada*, Virtual Town Hall, 05/13/2020
- "Health Law Webinar - Discharge Planning: Requirements of the Final Rule," Co-presenter, *Holland & Hart Webinar*, 10/22/2019

## RECOGNITION

- Mountain States Super Lawyers® Rising Stars, Business Litigation, 2016-2019; Healthcare, 2020-2022
- Nevada Business Magazine, Top Rank Attorneys, 2022
- Legal Excellence Award, *Vegas Legal Magazine*, 2017



## Matt Morris | Associate

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**Matt counsels energy, corporate, and gaming clients on regulatory, litigation, and legislative matters.**

Matt applies extensive state and local policy experience to help clients navigate the complex permitting, regulatory compliance matters, and litigation, their projects may face. He guides clients through legal and regulatory obstacles encountered when operating across jurisdictions in Nevada. Matt draws from more than ten years of experience in government service to counsel clients on a range of issues, including legislative affairs, workforce and infrastructure development, gaming issues, and energy policy. He also assists clients in developing and implementing effective strategic planning initiatives.

Prior to joining Holland & Hart, Matt worked at a prominent civil litigation defense firm in Nevada. His government experience includes serving as Legislative Director and Senior Policy Analyst for Nevada Governor Brian Sandoval and working as a staffer in the U.S. Senate and U.S. House of Representatives. Matt also served as a law clerk to Justice Ron Parraguirre at the Nevada Supreme Court.

### EXPERIENCE

Matt provides practical representation to clients operating in Nevada on a range of matters including:

- Legislative affairs, strategic planning, and public policy initiatives
- Commercial litigation, including professional negligence and products liability defense
- Energy and administrative law and regulation

### PUBLICATIONS

"The Infrastructure Investment and Jobs Act in Nevada: A Compelling Opportunity for Comprehensive Strategic Planning," *Nevada Lawyer Magazine*, April 2022

### SPEAKING ENGAGEMENTS

"Legislating During a Pandemic: Nevada's First Virtual Legislative Session," *Boyd School of Law C.L.E. Panel*, 08/06/2021

### PRACTICES

Environmental and Natural Resources  
Public Utilities Regulation  
Government

### INDUSTRIES

Energy and Resources

### EDUCATION

William S. Boyd School of Law,  
University of Nevada Las Vegas, J.D.,  
2013

Nevada State College, B.A., 2009  
*Cum Laude*

### BAR ADMISSIONS

Nevada (11/10/2019)

### COURT ADMISSIONS

U.S. District Court for the District of  
Nevada  
U.S. Court of Appeals for the Ninth  
Circuit



## MEMBERSHIPS AND AFFILIATIONS

- UNLV Boyd School of Law
  - Alumni Board of Directors, Member, 2018-present
  - Frank A. Schreck Gaming Law Moot Court Competition, Competition Judge, 2021
  - Policy and Legislation Society, Advisory Board Member, 2019-present
- Jobs for Nevada's Graduates, Board of Directors, 2016-present
- Clark County Bar Association Client Counseling Competition, Competition Judge, 2019-2021
- Reno Young Professionals Network, Member, 2016-present



## Cris Wilcoxon | Associate

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**Cris counsels clients in business formation and financing, mergers and acquisitions, and general corporate transactions.**

Cris provides pragmatic solutions to companies at all stages of the corporate life cycle from entity selection and formation to financing and capitalization. Her clients range from early-stage startups to large private companies. Cris counsels clients on a range of corporate governance and day-to-day legal issues and commercial agreements.

During law school, Cris served as a legal extern for the University Medical Center of Southern Nevada and as a legal intern at Everi Holdings Inc. She participated in the firm's Summer Clerk program in 2020.

### PRACTICES

Emerging Growth  
Mergers and Acquisitions  
Corporate  
Venture Capital and Private Equity

### EDUCATION

William S. Boyd School of Law,  
University of Nevada Las Vegas  
  
Chapman University, B.S., 2015  
Presidential Scholarship Recipient

### BAR ADMISSIONS

Nevada (10/08/2021)

### SPEAKING ENGAGEMENTS

"FUNDamentals: Preparing for Compliance with the New Marketing Rule,"  
07/28/2022

### PROFESSIONAL AND CIVIC AFFILIATIONS

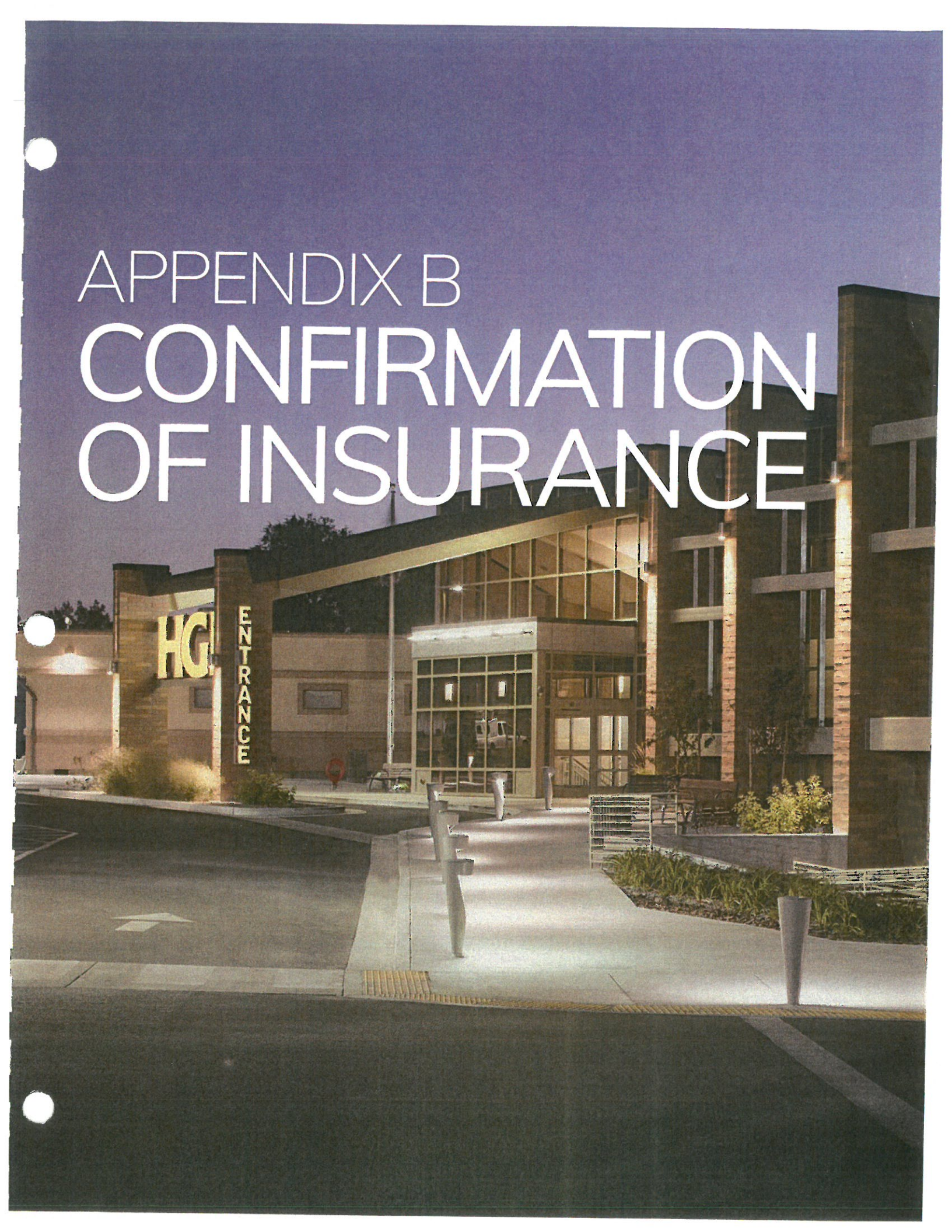
- Clark County Bar Association, Member
- American Bar Association, Member



APPENDIX B  
CONFIRMATION  
OF INSURANCE

HG

ENTRANCE







ALAS  
Attorneys  
Liability  
Assurance  
Society

August 5, 2022

Humboldt County Hospital District  
118 E. Haskell Street  
Winnemucca, NV 89445

Attn: Alicia Wogan

### CONFIRMATION OF INSURANCE

We hereby confirm that Holland & Hart LLP has Professional Liability Coverage under Policy LPL-1023-2022 with limits of liability not less than \$5,000,000 per claim and \$5,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The Policy effective date is from January 1, 2022 to January 1, 2023.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,  
A RISK RETENTION GROUP**

By:   
Nancy J. Montroy  
Vice President – Director of Underwriting

Date: 8/5/2022

311 S. Wacker Drive, Suite 5700  
Chicago, IL 60606-6629  
tel 312.697.6900  
fax 312.697.6901

[alas.com](http://alas.com)



Received 8/8/2022  
2:07pm  
Alicia Wogan

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COLLEEN LEILANI PLATT  
Platt Law Group  
11025 Bondshire Drive  
Reno, Nevada 89511  
775-848-2810  
cplatt@plattlawgroupreno.com

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August 8, 2022

Alicia Wogan  
wogana@hghospital.org

Dear Ms. Wogan,

I am writing to you to submit my proposal in response to the Humboldt County Hospital District's (District) Request for Proposals for Hospital District Attorney Legal Services. I believe my experience makes me uniquely qualified to provide the services the District is seeking.

In 2007, my family and I moved to Nevada when I was offered and accepted the position as Deputy Legislative Counsel. As a Deputy Legislative Counsel, I drafted legislative measures, administrative regulations, and researched and drafted legal memoranda. I was promoted to Senior Deputy Legislative Counsel and in addition to the prior duties I had as a Deputy Legislative Counsel, I staffed both Legislative and Interim Committees. As Committee counsel I worked closely with the Legislators and other staff to provide guidance and counsel on the matters before the Committee. I specifically worked on drafting legislation and regulations in the healthcare area, along with education and various professional licensing boards in Nevada.

In 2013, I accepted a position with the Nevada Attorney General's Office as a Deputy Attorney General. At the Attorney General's Office, I represented state agencies, including the Department of Business and Industry and the Housing Division, as well as state professional licensing boards, including, the Nevada State Board of Massage Therapy, Nevada State Board of Examiners for Alcohol, Drug and Gambling Counselors. I counseled my clients on the Open Meeting Law, drafted legal memoranda and administrative regulations, conducted administrative hearings, and reviewed and drafted bond documents for the issuance of bonds by the Department of Business and Industry and the Housing Division. I also provided legal guidance to the Director of the Department of Business and Industry as it related to the various Divisions within the Department, including the Division of Industrial Relations. In addition, I represented my clients in district court and before the Nevada Supreme Court in petitions for judicial review and other lawsuits.

In 2015, I made the ambitious decision to open my own law practice. As a solo practitioner I had to develop a budget, maintain the budget, and run the office. At my practice I represented state agencies and state professional licensing boards. I also worked with Richard Perkins and the Perkins Company for the 2017 Legislative Session. Collaborating with the Perkins Company allowed me to gain priceless knowledge of the inner workings of lobbying and advocating for the client.

In 2018, after the death of my mother, I took a hard introspective look at where I was in my career and realized I could do more. I accepted the job of General Counsel with Northern Nevada HOPES, a federally qualified health center in Reno, Nevada. In the role of General Counsel, I wore many hats. I developed and drafted policies and procedures, developed a risk management plan and a compliance program, reviewed and

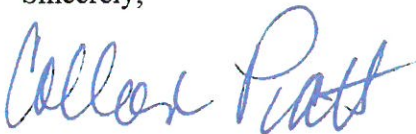
revised internal employment documents, including the code of conduct. When the COVID-19 pandemic struck, I was charged with ensuring that Northern Nevada HOPES was compliant with all requirements to ensure the public remained safe as well as the employees. I had to be flexible and understanding as guidance changed daily. Northern Nevada HOPES has almost 200 employees and as General Counsel I also ensured that the organization was compliant not only with state law, but federal law involving health and safety of employees and clients, employment matters, including, Family and Medical Leave Act, wage and compensation, Equal Opportunities Commission, and Drug Free Work Place.

In the summer of 2021, I left Northern Nevada HOPES to focus on my private practice again. In my practice I again represent many of the same clients.

In the Spring of 2022, I took and passed the Healthcare Compliance examination administered by the Health Care Compliance Association and am now a Certified Healthcare Compliance Professional. As detailed in documents included in this response, my hourly fee for this contract is \$225 per hour when working on District matters, including, District meetings, memoranda, and questions. This rate is my standard government discounted rate. I do not require a retainer, preferring instead to submit monthly bills to my clients at the beginning of each month for the prior month's services. Any travel to the District would be billed at \$112 per hour and exact costs would be billed for any mailings required. My hours are flexible to the needs of the client. I am available by phone or email at any time during the day and evenings. Typically my "office hours" are 7am to 5pm but there are days when I am unavailable at certain times for other commitments, but will respond to my clients after those hours. It typically does not take more than 24 hours for me to respond to any email or call. References include, Terry Reynolds, CJ Manthe, Steve Aichroth, Iva Spadone, and Sandra Anderson.

To say I have been lucky in my career is an understatement. I have been privileged to work for amazing entities and continue to do so in my private practice. I believe that my experience, knowledge and commitment make me the ideal candidate. This proposal is submitted to represent the Board in the entire state. Thank you for your consideration and I look forward to discussing my qualifications further.

Sincerely,

A handwritten signature in blue ink that reads "Colleen Pratt". The signature is written in a cursive, flowing style.



---

*COLLEEN LEILANI PLATT  
Platt Law Group  
11025 Bondshire Drive  
Reno, Nevada 89511  
775-848-2810  
cplatt@plattlawgroupreno.com*

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**Proposal for Hospital District Attorney**

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## EXECUTIVE SUMMARY

This proposal is submitted by Colleen Platt, Platt Law Group, a solo practitioner with a practice in Reno, Nevada. Colleen is a results driven attorney who is compassionate and motivated to help those in need. Over twelve years of legal experience in Nevada, backed by 3.5 years of medical research and a Master of Biology. She has experience in legislative drafting, government affairs, regulatory requirements at both state and federal levels and comprehensive understanding of state licensing laws.

Colleen Platt would be providing all services set forth in this proposal at a discounted government rate of \$225 per hour when providing direct services. Travel to the District for any meetings would be billed at a rate of \$112 per hour. In addition, any mailings would be billed for actual costs.



## STATEMENT OF UNDERSTANDING

**Advise the Trustees and the CEO on District legal matters including responses to subpoenas, court orders, court appearances, compliance with federal and state regulations, and requests for information from third parties.**

Colleen has previously represented Northern Nevada HOPES and is familiar with federal and state regulations governing healthcare facilities and legal issues surrounding such entities. She has responded to HIPAA violations, breaches, and questions as well as Nevada Open Meeting Law requests and Nevada's Public Records Act.

**Attend all HCHD Trustee Meetings and select special meetings. Attend other meetings as assigned by the Trustees or CEO.**

Colleen has no current conflicts with the current meeting schedule and will make herself available for other meetings as necessary.

**Provide legal advice to staff, upon request of the CEO.**

Colleen has significant experience providing legal advice to staff, including, without limitation, regarding HIPAA, Stark Law, Antitrust, Nevada Open Meeting Law, and Nevada Public Records Act. Colleen has extensive experience in the Nevada statutes and regulations governing healthcare facilities, having spent time drafting such statutes and regulation while at the Legislative Counsel Bureau.

**Prepare and/or review all ordinances, resolutions, contracts, joint powers agreements, and other agreements and contracts entered into by the District, as directed by the Trustees or CEO.**

As General Counsel to Northern Nevada HOPES, Colleen worked with the City of Reno to facilitate the development of the Hope Springs campus, a tiny home community serving homeless individuals. She also negotiated contracts for land purchases and lease agreements with third parties while at Northern Nevada HOPES.

As counsel to the Nevada Housing Division she provides legal advice on bond issuances for the financing and development of low-income housing projects throughout the State.

**Research and submit legal opinions on municipal or other legal matters as requested by the Trustees or CEO.**

While at the Legislative Counsel Bureau, Colleen routinely had to research various topics and provide opinions regarding such topics. She drafted memoranda and legal opinions. In addition, while at the Attorney General's Office she drafted legal memoranda for various State agencies.

**Provide written updates on new State or Federal legislation, regulation, or decisional authority impacting the HCHD and suggested action or changes in operations or procedures to assure compliance.**

As a Certified Healthcare Compliance Professional, Colleen is charged with keeping up-to-date on all State or Federal changes to laws relating to healthcare, including, without limitation, HIPAA, Stark Law, Antitrust, and Fraud, Waste and Abuse. At Northern Nevada HOPES, she crafted a Risk Management Plan and a Compliance Plan for the agency, routinely updating it as changes in the law, or case law impacted the plans.

**Provide guidance on personnel matters, including employee disciplinary and grievance matters.**

At Northern Nevada HOPES Colleen routinely assisted the Human Resources Department about a variety of personnel issues, including, EEOC complaints, termination of employees, drafting separation agreement, and disciplinary actions.

**Perform legal work pertaining to land use issues including but not limited to property acquisitions, property disposals, public improvements, easements, dedications and right-of-way vacations.**

Colleen has worked with the Nevada Housing Division for 9 years. During that time she has worked with the Division and developers regarding the acquisition of land and property for low-income housing projects. Many of those transactions included easements, dedications and right-of-way analyses. In addition,

during her time at Northern Nevada HOPES she negotiated and facilitated the purchase of land and leases for HOPES.

**Attend staff meetings at the request of the CEO or, alternatively, hold office hours at HCHD for a set time agreed upon with the CEO. (twice a month, the week prior to Board of Trustees Meetings).**

Colleen typically has office hours between 7am and 5pm each day. She is available before and after those hours as well, depending on her availability. It generally takes 24 hours or less for her to respond to an email or call.

**Coordinate and deliver media responses, when authorized to do so by the CEO and HCHD Trustees regarding HCHD legal matters.**

Colleen has experience responding to media questions while General Counsel for Northern Nevada HOPES.

**Promptly return all calls and emails from the Trustees and CEO.**

As previously stated, it typically takes 24 hours or less for Colleen to respond to emails or calls.



## APPROACH TO LEGAL SERVICES

1. Describe the bidder's view of the role of the HCHD Attorney.  
The role of the HCHD Attorney is to be available for the CEO and Board of Trustees to answer any questions that may arise. The HCHD Attorney should provide sound legal guidance. The HCHD Attorney should work closely with the CEO, Board of Trustees and HCHD Leadership to ensure that the HCHD is in compliance with federal and state laws and if there is an issue, review the issue, provide advice on how best to proceed.
2. Describe how the bidder will keep the HCHD informed about the status of litigation and other legal matters.  
Colleen will work directly with outside counsel hired by the insurance provider to handle the litigation. Having worked with outside counsel on litigation in the past, what worked previously was to have either weekly or bi-weekly calls with the attorneys to discuss strategy and any updates to the case. Calls with the CEO would happen shortly after with a monthly memo to the Board of Trustees on the status of the case.
3. Describe how the bidder tracks and manages legal costs so that HCHD legal costs are held to a minimum.  
Colleen uses a billing software, so time is entered in real time when the service is provided.
4. Describe how the bidder would proactively advise the HCHD Trustees about legal developments or issues of concern, without being asked.  
I think it is a best practice to have a monthly memo or update to the Board of Trustees to discuss any legal developments, issues or other areas of concern. The memo is presented to the Board of Trustees and if there are any questions, Colleen is able to engage in a discussion in real time with the Board of Trustees. Any further research can be done and reported on next month or if necessary at a special meeting.
5. Describe how as the HCHD Attorney the bidder would work with the CEO and HCHD Trustees, and participate in Board Meetings, Employee Meetings, and other meetings. Would the bidder describe its style of participation in such meetings as proactive or reactive?  
Generally speaking, I think it is a best practice to go over the agenda with the CEO prior to the meeting to discuss any issues that may arise at the meeting. This allows Colleen and the CEO to discuss and if necessary, prepare a memo or other research to have ready for any questions. Historically Colleen has conducted trainings for the Boards that she has represented. Such trainings discuss the Open Meeting Law, Public Records Act, Ethics (such as when a Board member needs to recuse himself or herself). Additionally, Colleen has conducted trainings on various areas for the Boards she has represented such as HIPAA, Stark Law, Antitrust and Fraud, Waste and Abuse. It is important that the Board of Trustees is educated in the areas of law that affect the hospital to that they can be active members who understand the various issues and can make decisions with the full information of how their decisions will impact the hospital.
6. How much over the retainer would the bidder expect the HCHD to spend engaging the services of the bidder for litigation, special expertise, or other services?  
As previously stated, my method of billing is to bill at the beginning of each month for the prior month's services. No retainer is necessary.
7. How would the bidder evaluate whether to use an attorney within the bidder's law firm or an attorney from another firm to handle a case, provide expert advice, or provide other needed services? How will fees enter into the bidder's judgment of who to use in the bidder's role as HCHD Attorney representing the interests of the HCHD?  
Colleen is a solo practitioner who has a wide area of practice. Generally speaking she will reach out to colleagues with questions. Most entities have an insurance policy that will provide attorneys to handle

specific litigations. If there is an area of law that Colleen feels it is best to hire outside counsel, she will meet with the CEO and later the Board of Trustees to discuss best next steps.

8. Describe the bidder's practices regarding professional development, training, and keeping current in the law and legal matters affecting their clients.

See above response. Colleen believes in trainings and routinely provides trainings for the Boards she represents.

9. Describe how the bidder will work to achieve a seamless transition from the incumbent to the new contract and measures the bidder will take to mitigate inherent contract transitions risk such as loss of continuity.

Colleen will work with the current attorney to discuss outstanding issues and areas of immediate attention. She believes a seamless transition is in the interest of all parties and will work to ensure if there is any interruption of services, it is limited to the least amount of disruption.



## BACKGROUND AND CAPACITY

1. Describe the bidder's background and history; include number of years in business.  
Colleen began working at the Legislative Counsel Bureau in November 2007. She worked there until March 2013, when she began work at the Attorney General's Office. In August 2015, she opened her own practice. In October 2019, she began work at Northern Nevada HOPES as General Counsel while keeping her private practice open as well. In August 2021, she left HOPES and went back to her practice full-time. Prior to moving to Nevada, she worked for the State of Illinois Department of Commerce and Economic Opportunity from 2004-2007.
2. Describe the bidder's Hospital District or Critical Access Hospital legal services training or public entity, experience.  
While at the Legislative Counsel Bureau she staffed committees who focused on Critical Access Hospitals and the impact they make in the rural communities and the obstacles they face. In addition, Northern Nevada HOPES is a federally qualified health center and as General Counsel she gained experience in that area as well as 340B Pharmacies.
3. Location of office(s) that would serve the HCHD.  
Colleen's Office is located at 11025 Bondshire Drive, Reno, NV 89511
4. Staff services available (clerical support, paralegals, other non-attorney staff).  
Colleen is a solo practitioner.

## PROPOSED ATTORNEY

Colleen Platt is the attorney who will be providing the services to HCHD.

1. Certificates or licenses, including the date of admission to the State Bar of Nevada.  
Bar Number 11684  
Admitted June 2010
2. Description of education (including name of educational institutions, degrees conferred, and year of each degree).  
Elmhurst College—Bachelor of Science  
Chicago-Kent College of Law—Juris Doctorate  
Illinois Institute of Technology—Master of Biology
3. Professional background and professional associations.  
Certified Healthcare Compliance Professional—Health Care Compliance Association  
State Bar of Nevada
4. Experience with and knowledge of Nevada’s ethical standards requirements, including but not limited to NRS 281A and NRS 332.800, Nevada Open Meeting Law (OML) (NRS 241), general plans, code enforcement and other related areas of law, administrative law; labor relations/ personnel law, and other areas of district law.  
Worked for 6 years at LCB drafting legislation  
Worked 2 years at Attorney General’s Office providing guidance to various clients regarding Open Meeting Law, Public Records Act, Ethics  
Worked for Northern Nevada HOPES as general counsel and provided legal guidance regarding federal and state laws including, equal opportunity employment, HIPAA, personnel, and Fraud Waste and Abuse.
5. Expertise and training.  
See prior responses.



## REFERENCES

Terry Reynolds, Director  
Nevada Department of Business and Industry  
[TReynolds@business.nv.gov](mailto:TReynolds@business.nv.gov)

Steve Aichroth, Administrator  
Nevada Housing Division  
[saichroth@housing.nv.gov](mailto:saichroth@housing.nv.gov)

C.J. Manthe, Commissioner  
Public Utilities  
[cjmanthe@puc.nv.gov](mailto:cjmanthe@puc.nv.gov)

Sandra Anderson, Executive Director  
Nevada Board of Massage Therapy  
[sjanderson@lmt.nv.gov](mailto:sjanderson@lmt.nv.gov)

Agata Gawronski, Executive Director  
Nevada Board of Examiners for Alcohol, Drug and Gambling Counselors  
[agawronski@adgc.nv.gov](mailto:agawronski@adgc.nv.gov)

Ivy Spadone, Former Chief Operations Officer  
Northern Nevada HOPES  
775-750-4379

## CLIENTS/POTENTIAL CONFLICTS OF INTEREST

Below is a list of current clients. There is no current conflict of interest nor is there anticipated to be a conflict of interest at a later date.

Nevada Housing Division

Nevada State Department of Business and Industry

Nevada Division of Industrial Relations, Occupational Safety and Health Review Board

Nevada State Board of Massage Therapy

Nevada State Board of Examiners for Alcohol, Drug and Gambling Counselors



## HOURS OF AVAILABILITY

As previously mentioned, Colleen is available generally from 7am until 5pm Monday through Friday. She is available before or after those hours as necessary and within her availability. The current meeting schedule does not conflict with any current clients or other activities. It generally takes 24 hours or less for a response to a call or email.

As previously stated, Colleen would be providing all services set forth in this proposal at a discounted government rate of \$225 per hour when providing direct services. Travel to the District for any meetings would be billed at a rate of \$112 per hour. In addition, any mailings would be billed for actual costs.

<b>Services</b>	<b>Rate</b>
Legal services	\$225 per hour
Travel to Winnemucca	\$112 per hour
Mailings	Actual costs

ADDITIONAL INFORMATION  
(RESUME)

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**COLLEEN LEILANI PLATT**  
**11025 Bondshire Drive**  
**Reno, Nevada 89511**  
**775-848-2810**  
**[cplatt@plattlawgroupreno.com](mailto:cplatt@plattlawgroupreno.com)**

---

**Comprehensive Knowledge and Experience in Regulatory, Legislative and Healthcare Legal Matters**

Results driven attorney who is compassionate and motivated to help those in need. Over twelve years of legal experience, backed by 3.5 years of medical research and a Master of Biology. Experience in legislative drafting, government affairs, regulatory requirements at both state and federal levels and comprehensive understanding of state licensing laws. Licensed by the Nevada Bar. Recipient of the Nevada Legal Elite 2016, 2017.

**PROFESSIONAL EXPERIENCE**

---

**Platt Law Group, Reno, Nevada**

Owner, August 2015-present

- Provide legal counsel to various clients, including, Nevada Housing Division, Nevada Department of Business and Industry and various State of Nevada Licensing Boards
- Provide government affairs services, including lobbying before the Nevada Legislature
- Provide HIPAA training to professional licensees
- Develop policies and procedures governing the internal workings of State Agencies and Licensing Boards
- Develop programs and guidelines for State Agencies
- Assist the Nevada Department of Business and Industry in the issuance of private activity bonds for economic opportunities in Nevada
- Assist the Nevada Housing Division in the issuance of tax credit bonds for the development of housing for low-income families
- Represented Northern Nevada HOPES before the Washoe Board of Equalization on a property tax matter
- Represent licensees in administrative hearings before professional licensing boards
- Draft legislation and regulation for clients

**Northern Nevada HOPES**

General Counsel

October 2018-August 2021

- Oversee compliance and risk management for a federally qualified health center
- Provide HIPAA training to employees and providers
- Create policies and procedures
- Draft legal memoranda
- Research legal issues involving health clinics, employee matters, workers compensation, and issues unique to its clients
- Negotiate contracts

**The Perkins Company**

Of Counsel, January 2017-August 2019

- Government affairs work during the 2017 Legislative Session



- Research, analyze and draft memoranda on client specific questions
- Advocate for clients and build and maintain relationships for those clients
- Represented the Nevada State Medical Association, Nevada Health Care Association and other clients in the 2017 Legislative Session

**Nevada Attorney General, Carson City, Nevada**

Deputy Attorney General, March 2013-July 2015

- Represented State of Nevada Housing Division
- Represented State of Nevada Department of Business and Industry, including providing overall legal guidance for its Divisions, including, the Nevada Housing Division, Division of Insurance, and the Division of Industrial Relations
- Provided legal counsel to various State of Nevada Licensing Boards
- Conducted administrative hearings before various Licensing Boards
- Drafted legislation for the Attorney General's Office, presented legislation to Assembly and Senate Committees
- Received the "Rookie of the Year Award 2013" from Attorney General Catherine Cortez Masto

**Legislative Counsel Bureau, Carson City, Nevada**

Senior Deputy Legislative Counsel, November 2007-March 2013

- Research, analyze and draft legislation for the Nevada Legislature
- Research, analyze and draft regulations for regulatory agencies of the State of Nevada, including, the Department of Education, State Board of Education, the Commission on Professional Standards in Education, the State Board of Health
- Research and draft memoranda and opinion letters for the State of Nevada
- Prepare and draft contracts
- Provide staff support for Legislative Committee on Education, the Nevada Youth Legislature and the Senate Committee on Education

**Illinois Department of Commerce and Economic Opportunity, Chicago, Illinois**

Contract Attorney, May 2005-October 2007

- Investigated misuses of grant funds by grantees
- Drafted settlement agreements, contracts, and discovery motions, negotiated contracts
- Drafted and conducted depositions
- Assisted in trademark applications with USPTO
- Conducted administrative hearings, including opening statement, direct and cross examinations and closing arguments

**Law Offices of Chicago-Kent, Chicago, Illinois**

Legal Intern, May 2004-August 2004

- Drafted office memoranda regarding health law issues and social security disability cases
- Interviewed potential clients and reviewed and analyzed client information

**University of Illinois at Chicago, Chicago, Illinois**

Researcher, June 2001-June 2003

- Conducted research on viruses to determine whether certain aspects of the virus could kill cancer cells

**Rush Presbyterian St. Luke's Medical Center, Chicago, Illinois**

Researcher, February 2000-June 2001

- Conducted HIV research for various governmental and pharmaceutical protocols

**EDUCATION**

**Chicago-Kent College of Law**, Chicago, Illinois

Juris Doctor, May 2006

- Recipient of Legal Marketing Association Scholarship

**Illinois Institute of Technology**, Chicago, Illinois

Master of Biology, December 2006

**Elmhurst College**, Elmhurst, Illinois

Bachelor of Science in Biology, May 1999

- Beta Beta Beta Biology Honor Society; Omicron Delta Kappa Honor Society

**Certified in Healthcare Compliance**, Healthcare Compliance Association



**SWANSON, BELANGER & PLIMPTON**  
ATTORNEYS AT LAW

**KYLE B. SWANSON, ESQ.**  
Melarkey Street, #209  
Winnemucca, NV 89445  
Phone: (775) 623-4599  
Fax: (775) 623-2289

**ORIGINAL**

August 9, 2022

Humboldt County Hospital District

Re: Bid Proposal for HGH District Attorney

Dear HCHD:

Please accept this cover letter with the attached bid proposal for HGH District Attorney. In addition to the contact information on this letterhead, please note that my email address is [NVChukar@sbcglobal.net](mailto:NVChukar@sbcglobal.net). The undersigned, Kyle Swanson, will be the contact person for correspondence on this bid.

No monthly retainer is proposed. The weekly expected and estimated office hours on and off site at Humboldt General Hospital shall be 4-8 hours per week. Hourly rates for services not included in the retainer shall be \$285 per hour.

The area of expertise for the firm is centered upon Mr. Swanson having served in the Humboldt County District Attorney's Office, providing counsel to the Humboldt County Commission and Humboldt County Planning Commission on matters including Open Meeting law. He has 26 years of private practice involving clients with related issues. Mr. Plimpton, a partner with the firm, has provided legal services to various hospitals in the past, including Pershing General Hospital, Battle Mountain General Hospital, and Eastern Plumas Hospital, among other public entities as described herein. It should be noted that Mr. Plimpton's legal practice is limited, as he is semi retired. HCHD will be his only client, and he will provide assistance and counsel to Mr. Swanson for the day to day legal services.

References include:

Pershing General Hospital, 775-273-2621  
Battle Mountain General Hospital, 775-635-2550  
Eastern Plumas General Hospital, 530-832-6564  
Pershing County, Bryce Shields, 775-273-2613, [bshields@pershingcountynv.gov](mailto:bshields@pershingcountynv.gov)  
Lander County, Hy Forgeron, 775-635-5195, [chiefdeputyda@landercountynv.org](mailto:chiefdeputyda@landercountynv.org)  
Bosch Motors, Lee Bosch, 775-623-4599, [lbosch3@gmail.com](mailto:lbosch3@gmail.com)

Sincerely,

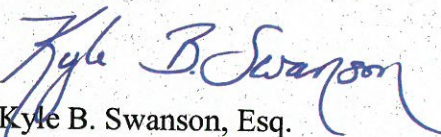
  
Kyle B. Swanson, Esq.



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## Executive Summary

The following is a proposal/bid to be the Humboldt General Hospital's District Attorney. The key provisions of this bid are contained above on the letterhead page. The bidder is qualified to perform this work due to experience of members of the firm, notably Mr. Todd Plimpton, having performed extensive work for various hospitals in the northern Nevada/northeast California areas. Furthermore, both Mr. Swanson and Mr. Plimpton have a combined 51 years of legal experience representing private clients in fields that have a connection to services to be provided to HCHD. Mr. Swanson and the firm have an office in Winnemucca, Nevada, in close proximity to the hospital, has a dedicated local staff in both Winnemucca and Battle Mountain, and is thus available as local counsel to serve the needs of the Hospital. While Mr. Swanson would provide the day to day services and would be available either personally or through his staff during all business hours, Mr. Plimpton has extensive expertise in providing legal representation to rural hospitals (critical access hospitals), and would be available to assist Mr. Swanson and the hospital with any matters requiring that expertise. Mr. Plimpton can be available in the event of Mr. Swanson's absence via phone or Zoom meeting technology, and in exceptional circumstances, can drive from his residence in Boise, Idaho, to personally attend to those services.

The proposed fees for the services of the firm to HGH would be \$285 per hour with no minimum retainer.

## Statement of Understanding

It is the understanding of bidder that the firm of Swanson, Belanger & Plimpton will provide services as outlined in Section II of the Request for Proposals. There are no services in that Section for which the firm will be unable to provide.

Section II includes "Provide legal advice to staff, upon request of the CEO". The firm's understanding is that it will provide legal advice to staff on matters related to HGH. This bid and any resulting contract will not include general representation of staff of HGH for matters unrelated to matters relevant to HGH, such as matters of a personal or business nature not associated with HGH.

It shall be the duty of the Attorneys to act as general counsel for and on behalf of the HCHD and its Board, performing such general legal services, and to appear as such before the various departments or agencies of the United States government, State governments, Local governments, subdivisions, before committees of Congress and of any state legislature, and in and before the courts of Federal, State, and Local jurisdiction, including the local Courts, with respect to the affairs of the hospital. Under the supervision of the hospital Board, its Chairman and CEO, subject to the terms and conditions of the contract, legal counsel will render general legal services of the character usually performed by general counsel in connection with the ordinary business of the hospital including advising and assisting with any legal issues and concerns in the administration and development of hospital business, advising and assisting other professional staff with legal issues and concerns in the administration of the hospital business, attending, when requested, general meetings of the Humboldt General Hospital Board and its Committees to offer legal advice, and perform any other appropriate matter as directed by the Chairman, and/or the Board and CEO.



## Approach to Legal Services

The role of the HCHD attorney is as set forth in Section II of the Request for Proposals.

The bidder will keep the HCHD informed about the status of litigation and other legal matters through verbal reports during monthly/periodic meetings, and more often via email and telephonic communication with the CEO as the situation warrants. Upon receipt of any litigation naming the HCHD as a defendant in a civil lawsuit, the bidder will advise the CEO/hospital board of bidder's interpretation of the nature of the lawsuit, time lines for answering the Complaint or Petition, and coordinating with staff and/or outside legal counsel (counsel retained by the insurer) regarding formulating and filing possible defenses.

The bidder tracks and manages legal costs on Clio software, a billing program designed for attorneys. Within that program, bidder will keep track of time spent on matters relevant to his representation of HCHD, and input any costs advanced on behalf of HCHD for reimbursement to bidder. Prior to producing any billing, bidder customarily reviews the month's charges, and may elect to discount the bill depending upon the circumstances.

Bidder would proactively and reactively advise (depending upon the issue) the CEO and HCHD Trustees about legal developments or issues of concern through monthly meetings during counsel's segment of the relevant meeting assigned to legal updates. Should any legal matter need to have more prompt or expedited notice to, and action from, the CEO and/or HCHD Trustees, bidder would initiate group emails to the CEO and/or all Trustees to advise of the pending issues.

Any charges by bidder for litigation, special expertise, or other services would be billed at a rate to be agreed to by the parties in writing. Bidder anticipates that the CEO or HCHD may choose to hire outside counsel for certain matters, which would limit or eliminate charges by bidder over the contracted amount.

The bidder would evaluate whether to use an attorney within the bidder's law firm or an attorney from another firm to handle a case based on the complexity and content of the case, after consultation with the HCHD insurance provider. If, in the professional opinion of bidder, a case demands an attorney considered an expert in a field of law to which the case pertains, or if the case involves a complexity and/or demand for time that the bidder's law firm may not be able to handle, then an outside attorney/law firm would be consulted for handling of the case. While the fees charged by the outside attorney/firm are certainly a consideration, it must be remembered that if the case demands expertise and/or resources beyond that to which bidder's law firm possesses, it may be detrimental to HCHD to NOT retain outside counsel.

The bidder's practices toward professional development, training, and keeping current on the law includes continuing legal education on subject matter relevant to representation of HCHD for all attorneys. Bidder keeps a current set of Nevada Revised Statutes in both of the offices, and updates those immediately upon said update being made available by the Legislative Counsel Bureau for the State of Nevada. Bidder, if necessary, would subscribe to periodicals describing changes in relevant law. The bidder on occasion may determine that additional legal education that is relevant to HCHD may be required, and in that case bidder will consult with HCHD for payment of allowances and costs to attend such training that would benefit bidder's representation of HCHD.

Should bidder be awarded this legal services contract, it will work with attorney Maher for a seamless transition by requesting his files and other documents related to his current representation of HCHD. Should questions arise that may not be answered within that documentation, bidder will attempt to contact Mr. Maher by phone, email, or personal visit to his office to obtain the necessary information. Any meetings that are attended by Mr. Maher, before his contract expires, will be attended by bidder whenever possible.

### Background and Capacity

The law firm of Swanson, Belanger, and Plimpton was registered with the State of Nevada as a general partnership on January 1, 2019.

Prior to that time, Kyle B. Swanson, Esq. was a sole proprietor, doing business as the Law Office of Kyle B. Swanson from March 1996 to December 31, 2018. Prior to March of 1996, Mr. Swanson was a Deputy District Attorney for the Humboldt County District Attorney's Office for 4 years commencing in March 1992, and an associate with the law firm of Thorndal, Backus, Maupin & Armstrong in Reno, Nevada, from September 1990 to March 1992, performing insurance defense work. Mr. Swanson commenced his legal career after graduating from McGeorge School of Law in 1989 by working as law clerk for the Hon. William Forman of the Second Judicial District Court in Reno Nevada from August 1989 to September 1990. He is a third generation Nevadan, born in Reno, with his great grandfather moving to Nevada in 1892. Mr. Swanson's undergraduate degree was earned at the University of Nevada in 1985, where he majored in English and minored in Geography.

Prior to their partnership forming, Todd A. Plimpton was in private practice in Lovelock, Nevada, in the law firm of Belanger & Plimpton. This law firm formed in 1992. Prior to that time, Mr. Plimpton worked as Deputy City Attorney and City Attorney for Fallon, Nevada from 1991 to 1992. Mr. Plimpton graduated from Willamette University School of Law in 1991, as well as the Atkinson Graduate School of Management, where he obtained his MBA. He also completed his undergraduate degree at the University of Nevada in 1987, where he was president of the Associated Students of the University of Nevada. Mr. Swanson and Mr. Plimpton were acquaintances at Nevada, and were members of fraternity houses in close proximity to each other. The two partners have known each other for almost 40 years.

Mr. Plimpton had a very successful and distinguished career serving our nation as a member of the Oregon National Guard, before retiring in 2016. He served two deployments, one to Sinai and one to Afghanistan. He retired as a Brigadier General, and graduated from the Army War College where he obtained a Masters in Strategic Studies. He served our country for 33 years.

Mr. "Doc" Belanger is deceased, and retired from private practice of the law in 2008. His name remains as part of the partnership out of respect for the Belanger family of Lovelock, Nevada.

The bidder's Hospital District or Critical Access Hospital legal services training, or public entity, experience is as follows:

Mr. Swanson has 26 years experience representing estates, personal injury cases, guardianships for elderly individuals, and has represented clients on health care matters. He was hired by Humboldt General Hospital to handle a guardianship for a patient in 2021. He was employed by the Humboldt County District



Attorney's office, where he represented the County Commission when the District Attorney was not available, and also the Humboldt County Planning Commission. Therefore, he has experience in open meeting law issues.

Mr. Plimpton was legal counsel for the Pershing General Hospital for the better part of 20 years. He was legal counsel for the Battle Mountain General Hospital from August 2015 through December 2018. He was employed as the CEO for Eastern Plumas Health Care from December 2018 through October 2019. Mr. Plimpton has also consulted with several health care entities, particularly hospitals that were struggling financially.

The primary location of the office that would serve the HCHD is at 530 Melarkey St., Ste. 209, Winnemucca, Nevada 89445. The bidder anticipates that little, if any, work for HCHD would be performed out of the Battle Mountain office located at 115 Reese St., Battle Mountain, Nevada 89820.

The bidder employs two staff members, Leticia Barringer in the Winnemucca office, and Heather Andersen in the Battle Mountain office. Mrs. Barringer was a licensed attorney in the State of New Mexico for 11 years, retiring and moving to Nevada in 2018, when she began working for Mr. Swanson as legal assistant and office manager. However, her legal background allows her to perform work equivalent to a paralegal. Mrs. Andersen is a certified paralegal in the State of Nevada. Her primary role is legal assistant and office manager.

#### Proposed Attorneys

The HCHD attorney would be:

Kyle B. Swanson, Esq.

Admitted to the State Bar of Nevada 1989, Nevada Bar #3826  
University of the Pacific, McGeorge School of Law, JD 1989  
University of Nevada, Bachelor's Degree, English 1985  
Reno High School diploma 1981

Member, State Bar of Nevada

Member, Washoe County Bar Association

Admitted, United States District Court

Admitted, United States 9<sup>th</sup> Circuit Court of Appeals

Lander County Public Defender 2019-current

Pershing County Conflicts Public Defender 2005-current

See above for further professional background

Mr. Swanson's knowledge of NRS 281A is that it created an Nevada Ethics Commission and ethical standards to oversee and enforce alleged ethics violations occurring among public officers or public employees. NRS 332.800 governs contracts between an agency and a business in which a public officer has a significant interest.

Mr. Swanson enforced Nevada's Open Meeting Law while advising the Humboldt County Regional Planning Commission and the Humboldt County Commission.



The assistant HCHD attorney would be:

Todd A. Plimpton, Esq.

Admitted to the State Bar of Nevada 1991, Nevada Bar #4363  
Willamette University School of Law, JD 1991  
University of Nevada, Bachelor's Degree, Communication 1987  
Fallon High School diploma 1983

Member, State Bar of Nevada

Member, Washoe County Bar Association

Admitted, United States District Court

Admitted, United States 9<sup>th</sup> Circuit Court of Appeals

Lander County Public Defender 2014-2018

See above for further professional background

Mr. Plimpton's knowledge of NRS 281A is that it created a Nevada Ethics Commission and ethical standards to oversee and enforce alleged ethics violations occurring among public officers or public employees. NRS 332.800 governs contracts between an agency and a business in which a public officer has a significant interest.

Mr. Plimpton enforced Nevada's Open Meeting Law while advising the Pershing General Hospital, the Battle Mountain General Hospital, the Pershing County Fair and Recreation Board, as well as being a Board Member of the Pershing County School District for 16 years, and as Deputy City Attorney and City Attorney for the City of Fallon, Nevada.

#### References

Mr. Swanson has not directly provided services to any municipal hospital or critical access hospitals, or comparable public entity clients in the past five years, other than representing Humboldt General Hospital in an adult guardianship matter in 2021. However, both attorneys have worked with public officials in various Nevada counties, and references for their representation of clients on behalf of those counties are:

Hy Forgeron, Lander County Chief Deputy Attorney, 775-635-5195,  
chiefdeputyda@landercountynv.org

Bryce Shields, Pershing County District Attorney, 775-273-2613, [bshields@pershingcountynv.gov](mailto:bshields@pershingcountynv.gov)

Patty Bianchi, interim CEO, Pershing General Hospital, 775-273-2621

#### Clients/Potential Conflicts of Interest

Mr. Swanson maintains contracts with Lander and Pershing County for public defender services, as mentioned above. This entails representation on criminal and child protection matters involving indigent individuals charged with a crime, or abuse/neglect of a child. Compensation is on a quarterly or monthly retainer. Mr. Swanson also periodically is assigned criminal or child protection cases from Humboldt County, in which he charges the County at a set rate set by statute. It is not anticipated that any services provided by Mr. Swanson as set forth in this paragraph would create or cause a conflict of interest while representing HCHD.

Mr. Plimpton does not currently provide any services to governmental entities within the State of Nevada.

There are no private clients of the firm that could be expected to potentially pose a conflict of interest. There have been no situations in the last five years in which the bidder has been adverse to or represented parties adverse to governmental entities and political subdivisions within the State of Nevada.

#### Hours of Availability

Mr. Swanson will work with HCHD to coordinate his calendar with his other clients to ensure that the representation of HCHD is of primary concern. Mr. Swanson has commitments to courts in Northern Nevada to provide representation for indigent persons charged with a crime. As mandated by the United States and Nevada Constitutions, there are certain time frames wherein criminal defendants are guaranteed their day in court. While these matters often cannot be moved, they occur typically on set times on Monday, Tuesday, and Wednesday mornings, and Tuesday afternoons. Mr. Swanson is available at all times he is not conducting representation of clients pursuant to his public defender contracts. He will use best efforts to schedule other clients around his obligations to HCHD.

It is not anticipated that Mr. Plimpton will be physically present at any meetings for HCHD, although if any situation warrants, he can drive to Winnemucca. He will primarily be available by phone for guidance and advice, and to share his expertise after having worked in a similar capacity to the position being sought for several years. He is available for phone consultations during most business hours, or through Zoom conferencing.

**AGREEMENT**  
**FOR ADVANCED PRACTICE NURSE EMPLOYMENT**

THIS AGREEMENT, made and entered into effective the 3rd day of October, 2022 (the "Effective Date") by and between:

**DISTRICT:** HUMBOLDT COUNTY HOSPITAL DISTRICT  
c/o Humboldt General Hospital  
118 East Haskell Street  
Winnemucca, Nevada 89445

**NURSE:** HANNAH KOHLER, APRN-CNP  
\_\_\_\_\_  
\_\_\_\_\_

**RECITALS:**

**A.** Humboldt County Hospital District ("District" or "Employer") operates Humboldt General Hospital ("Hospital"), an acute care medical facility with Critical Access Hospital designation, the Hospital Clinic ("Clinic"), an outpatient health care services facility, and other medical facilities and medical clinics offering the professional services of health care providers (collectively such facilities are sometimes referred to herein as the "District Facilities"), in Winnemucca, Humboldt County, Nevada, and has need for the services of a qualified, certified and licensed nurse practitioner with a focus on Clinic outpatient services (herein referred to as the "Practice Specialty") at the District Facilities to serve the interests of the District, the District patients and the residents of Humboldt County.

**B.** Hannah Kohler, APRN-CNP ("Nurse") is an Advanced Practice Registered Nurse-Certified Nurse Practitioner qualified, certified and licensed to practice in the State of Nevada, with experience and capability in providing Practice Specialty services, and desires to provide to District the services described in this Agreement.

**WITNESSETH:** For and in consideration of the mutual recitals, representations, warranties and covenants herein it is mutually agreed as follows:

**1. TERM.** District shall utilize Nurse services for the period commencing on the Effective Date and continuing for a period of forty-eight (48) consecutive months thereafter (the twelve (12) consecutive month period commencing on the Effective Date and ending twelve calendar months thereafter and each following twelve (12) consecutive month period of this Agreement may be referred to as an "Agreement year"), subject to the terms and conditions herein, it being understood the Effective Date may be adjusted to a different mutually agreed upon date.

**2. DUTIES.** During the term of this Agreement Nurse shall:

**a.** Personally provide to patients admitted to and utilizing the District Facilities a full range of customary Practice Specialty services, subject to the terms, conditions and limitations of: (i) a physician collaborating agreement; (ii) the Hospital medical staff clinical privileges; and, (iii) the Hospital delineation of privileges.

**b.** Participate in federal and state governmental third party programs, health



maintenance organizations (“HMOs”), preferred provider organizations (“PPOs”) with substantial representation in the District service area and other indemnity health insurance programs as determined by District.

c. In all matters connected with the Practice Specialty services, Nurse shall exercise Nurse’s independent professional judgment, unless otherwise directed by the Nurse’s collaborating physician or qualified peer medical professional.

d. Meet the standards and requirements of: (i) the District, including core measures defined by CMS and appropriate levels of patient experience perspectives (HCAHPS); (ii) appropriate licensing agencies, including the State of Nevada; and, (iii) any other relevant community standards, including such terms and conditions as the District may from time to time fix and determine.

e. Perform all duties in an ethical, professional, competent, prompt, efficient and courteous manner.

**3. HOURS.** Nurse shall be available as scheduled in the Clinic for a full time practice, defined as a minimum average of forty (40) hours per week, forty-six (46) weeks per Agreement year. The Clinic schedule will be determined by the Administration based on anticipated patient demand and the needs of the District, with reasonable effort to accommodate Nurse’s scheduling preferences; however, the schedule is subject to change based on District needs and/or patient demand. For purposes of this Agreement, the Nurse shall be an “exempt” employee under applicable federal and state wage and hour laws, not eligible for overtime compensation or benefits.

#### **4. COMPENSATION.**

a. **Base Compensation.** District shall pay Nurse a base compensation salary of \$150,000 per Agreement year. There may be an adjustment to the base compensation salary depending on the PERS (as herein defined) retirement plan selected by Nurse. The base compensation salary is paid in equal biweekly payments on the District’s regularly scheduled payroll dates during the term. The Nurse is eligible to receive the same cost of living increase and/or merit increase, whether as a fixed amount or as a percentage of salary, at the same time and in the same manner as granted to other employees of Employer, and when such sum is added to the base salary, the base salary sum plus the added sum shall then be the base salary.

b. **Call Services.** Nurse may be called upon from time to time to provide Practice Specialty services and/or orthopedist or emergency surgical assistance services when Nurse is not on duty, that is, before or after Clinic hours, holidays, weekends, non-Clinic days, or other causes, and in such event Nurse shall be compensated in the sum of \$400 per day for each day call services are provided.

The compensation contemplated by this Agreement is consistent with the fair market value of the Nurse services arrived at through an arms length negotiation between the parties. The compensation is not intended to relate to and does not take into account the volume or value of any referrals or business otherwise generated for or with respect to the District or between the parties for which payment may be made in whole or in part under Medicare or any other federal or state health care program or under any other third party payor program.

## 5. BENEFITS-FEES-ALLOWANCES-EXPENSES.

a. **Benefits.** District shall provide Nurse with the following benefits:

(i) **Paid Time Off.** A total of six (6) weeks or thirty (30) days (240 hours) paid time off ("PTO") per Agreement year, which is an all purpose time off policy for vacation, sick leave, injury leave, holidays and personal business. The accumulation rate for PTO is 9.2308 hours per each biweekly pay period (e.g., 9.2308 accumulated hours per pay period times 26 pay periods per year equals 240 hours per year). When the PTO accrual reaches 240 hours in any Agreement year, the accumulation of PTO ceases and there is no accrual until the then accrued PTO is used or reimbursement is made to reduce the accrued PTO to less than 240 hours. Payment of PTO shall be based upon an hourly prorating of Nurse's base compensation salary then in effect. Nurse shall obtain the District's advance approval of the leave schedule and coverage, except in the event of unexpected illness, injury or emergency. If Nurse does not use all or any portion of the PTO in any Agreement year, the unused portion shall roll over and be available for use in a subsequent Agreement year; provided, however, the maximum amount of PTO that can be accrued and/or rolled over is 240 hours. Upon written request by Nurse, but not more frequently than four times (4X) per Agreement year, Nurse is entitled to receive compensation in lieu of time off for accrued PTO; provided, however, Nurse shall be entitled to a maximum payment each Agreement year for 80 hours (2 weeks or 10 days) of PTO. Nurse is entitled to receive compensation for accrued PTO benefits at the end of the term.

(ii) **Health and Other Care Benefits.** Medical, dental, vision, prescription drug and life insurance (subject to eligibility) coverage consistent with and upon the same terms as the health and welfare benefit plan provided other employees of the District. Health care coverage for Nurse's spouse and eligible dependents shall be made available, at Nurse expense.

(iii) **Retirement Contribution.** The District share of the contribution for the State of Nevada Public Employees Retirement System ("PERS") plan selected by the Nurse in accordance with PERS rules and regulations then in effect.

b. **Continuing Education Allowances.** Nurse shall receive five (5) working days with pay each Agreement year for the purpose of attending approved continuing medical education (CME) to maintain Nurse's current credentials and professional licensure. District shall pay or reimburse up to \$2,000 per Agreement year for pre-approved CME registration and course fees, both for on-site and on-line programs, necessary for CME and CME materials and such sum does not include the costs for the associated travel and per diem. The time associated with continuing education is compensated service time and shall not be considered PTO. Nurse shall obtain Administration advance approval of the schedule for CME requiring travel outside the northern Nevada regional area. Any portion of the CME days or payment allowances remaining unused at the end of an Agreement year shall be forfeited.

c. **License Fees.** The District shall pay the registration or licensing fees for Nurse to maintain a valid Nevada license to provide Practice Speciality services within the State of Nevada and, if applicable, to procure and maintain a DEA license.

d. **Professional Dues.** Professional dues and subscriptions from professional organizations are the responsibility of Nurse, excepting a subscription to the "Up-To-Date" medical resource, which shall be paid by the District.

e. **Expenses.** District shall reimburse Nurse for reasonable and customary pre-approved costs and expenses incurred for commercial carrier travel, airline travel, vehicle rental, mileage for personal vehicle use, parking, lodging, meals, telephone, Internet and other communication services incurred by Nurse for CME and for providing services to or on behalf of District at the request or assignment of the District. The costs and expenses allowed by this section do not include reimbursement for normal travel to and from home to place of employment, personal expenses of Nurse or any expenses of Nurse's family members. District shall not be responsible for any other business or travel expenses of Nurse unless agreed to in writing prior to incurring such expenses.

f. **Rural Practice Incentive.** District shall pay a one-time \$10,000 payment to Nurse, within thirty (30) days of commencement of employment, as an incentive to practice at the District Facilities which are located in a rural area. If, prior to the end of the first Agreement year, Nurse's employment is terminated or if the employment status is changed to less than full time (as described in section 3 herein), the rural practice incentive payment shall be repaid to District on a pro rata basis, that is, one-twelfth (1/12) of the incentive payment shall be repaid for every month of employment less than one year.

g. **Payment Requests.** When payment authorized by this section must be requested by Nurse (e.g., expenses reimbursement, CME reimbursement or PTO payment) the Nurse must make a timely (not more than 45 days after the expense was incurred or benefit earned) request for such payment and District will process the payment request and make payment at the end of the first full pay cycle following approval of the request.

6. **TAXES-WITHHOLDING.** The District will withhold federal, state and local taxes, social security (FICA), workers' compensation insurance and unemployment insurance (FUTA and state), PERS contributions and other fees and taxes from Nurse's compensation under this Agreement as required by federal and state laws relating to employees. It is understood that the responsibility for payment of Nurse's portion of such taxes, fees and withholding is the Nurse's, and not the District's.

## 7. **POLICIES.**

a. **Professional.** Nurse shall comply with all obligations of professional staff appointees as provided in the District's medical staff bylaws, medical staff rules, regulations and directives, all District, Hospital and Clinic policies and procedures and the personnel handbook relevant to professionals utilizing District Facilities, as amended from time to time. Nothing in this Agreement shall obligate the District to take favorable action on Nurse's application or reapplication for professional staff appointment or clinical privileges. District shall retain the right to process all such applications and any suspensions, terminations or restrictions of staff appointment or clinical privileges in accordance with District's normal standards and procedures.

b. **Personnel.** As a professional employee with management responsibilities, Nurse shall be subject to policies and rules in the District's personnel handbook, including attendance at District orientation, mandatory in-services and passing employee health screening exams. Nurse shall be subject to the applicable provisions and terms that apply to management personnel in the personnel manual. Nurse shall perform all management functions required by this Agreement in a manner consistent with other District employees' rights under the personnel manual.



c. **Conflict.** In the event of conflict between or among the terms and/or conditions of this Agreement, the medical staff bylaws, the medical staff rules and regulations, the Hospital and Clinic policies and regulations and the personnel handbook rules, the terms and/or conditions of this Agreement shall control, and if this Agreement is silent on such terms and/or conditions, then the medical staff bylaws and the medical staff rules, regulations and directives shall control, and if the bylaws, rules, regulations and directives are silent on such terms and/or conditions, then the Hospital and Clinic policies and regulations shall control, and if the policies and regulations are silent on such terms and/or conditions, then the personnel handbook rules shall apply.

8. **SUPERVISION.** Nurse shall report directly to and be under the supervision of the Administrator for personnel matters and non-clinical aspects of Nurse's employment. Supervision shall include direction, evaluation, performance reviews, discipline, granting of leaves, scheduling and other usual and customary tasks of supervisory and management responsibility. Supervision for clinical or professional aspects of Nurse's employment shall be by the Nurse's supervising physician or by the Administrator with the concurrence of Nurse's supervising physician or qualified peer medical professional.

9. **DISTRICT PROVIDED FACILITIES-SERVICES.** The District provides, at District expense and for the convenience of the District, the following facilities and services for use or participation by Nurse to provide services per this Agreement:

a. **Facilities.** Office space at the District Facilities, which includes such amenities as are reasonably necessary, in the good faith opinion of the District, for providing Practice Specialty services, including access to a waiting room, reception area, examining room(s), restroom(s), personal office space, and patient parking. The facilities provided by the District are not leased or rented to Nurse, and the right to occupy and use such facilities shall continue only while this Agreement is in effect and there is compliance with the terms and conditions hereof.

b. **Equipment-Supplies-Utilities.** Professional office equipment, supplies and utilities that are, in District's good faith opinion, reasonably necessary for providing Practice Specialty services. The equipment, supplies and utilities are the property of District, and may be removed, replaced or encumbered in the sole discretion of District. District will consult with Nurse concerning selection of equipment, supplies and utilities.

c. **Ancillary Personnel.** Ancillary support personnel reasonably necessary, in District's good faith opinion, for providing Practice Specialty services, including billing/collection personnel, transcription services, and an office manager. District provides appropriate opportunity for input from Nurse, but retains the exclusive right to recruit, select, employ, schedule, evaluate, discipline, promote or terminate such support personnel and to set their compensation and duties. Nurse may exercise general supervisory authority of ancillary support personnel while performing Practice Specialty services for the District.

d. **Insurance.** Professional liability insurance is maintained by District for contract or employee health care providers which covers Nurse's practice in amounts required by the District's professional staff policies, but not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. The insurance is obtained on a claims-made basis, and provides for continuation or "tail coverage" after termination of services hereunder for as long as the District maintains professional liability coverage from its current insurance providers. Nurse shall promptly notify District of any claim or threatened claim based on services rendered by Nurse, under Nurse's supervision, or at the District Facilities and shall cooperate fully with District and its insurers in

investigation, defense, and other disposition of such claims, including not making any voluntary statements or commitments which could prejudice defense of same. If Nurse ceases to be covered by District's professional liability insurance, then Nurse shall obtain and maintain the required professional liability insurance coverage at Nurse expense.

**e. Laboratory-Diagnostic Services.** Laboratory and other diagnostic services as are customary and reasonable for a Practice Specialty medical practice, including reasonable courier and other communications services necessary to transmit samples or results.

## **10. BILLING-RECORDS.**

**a. Billing-Assignment.** Nurse assigns to District all of Nurse's right, title and interest to payment from or on behalf of patients or other recipients of professional services rendered by Nurse or under Nurse's supervision during the term of this Agreement. Nurse shall promptly execute such further documents as may be necessary or helpful to give effect to this assignment. District shall determine the fee schedule for Nurse's services and shall provide the codes for services provided. Nurse shall not waive or compromise any obligation, payment, deductible or copayment for any service rendered pursuant to this Agreement and Nurse shall comply with District policies and procedures relating to coding and charge submission and promptly and accurately complete and sign all billing reports, diagnoses, certifications, and attestations necessary for the District to bill and collect for professional services rendered by Nurse or under Nurse's supervision pursuant to this agreement. District shall retain, as District property, all amounts received or collected for Nurse's services. Nurse shall not seek to bill or collect from any third party payor or any patient in violation of this Agreement.

**b. Medical Records.** Nurse shall create and maintain accurate, complete, readable and timely records of all Nurse-provided care and services rendered at the District Facilities. The records must be kept and maintained in the District provided EHR (Electronic Health Records) system in the format approved by the District. The records shall be and remain the property of the District. Patient records shall not be removed from the District Facilities without District's written consent. For purposes of this Agreement, "timely" means: (i) within two (2) business days for completion of (a) clinic written diagnosis notes, indication of procedures performed notes, indication of level of care notes, outpatient notes and progress notes; and, (ii) within one (1) business day of receipt and review for lab reports, radiology reports, letters from other providers and transcriptions. The timeliness requirements may be revised by the District from time to time based upon operational or legal requirements without amending this Agreement.

**c. Non-Medical Records.** Nurse shall keep current, comprehensible and accurate records reflecting the amount of time devoted by Nurse to office related management and administrative activities.

**d. Compliance.** Nurse shall meet all legal and regulatory requirements and District's standards for medical record documentation and billing claims submission, including without limitation, accurate coding. Nurse shall cooperate with District in all coding and compliance audits and reviews, including making all documents and records available for review on a timely basis, and participation in exit interviews and telephone conferences as requested. Nurse shall participate in all internal coding, billing and documentation educational programs as directed by District and shall comply with the recommendations of the District to improve documentation coding accuracy. In the event Nurse is delinquent in the maintenance of medical records, District may withhold ten percent (10%) of the aggregate pre-tax compensation due

Nurse pending completion of all outstanding medical records. Additionally, if Nurse fails to meet District's required level of medical record documentation and coding accuracy, the District may implement any or all of the following measures:

(i) **Education.** Nurse may be required to undertake education regarding documentation and coding at Nurse's expense.

(ii) **Claims Review.** Nurse may be required to participate and cooperate in a system of pre-bill or concurrent review of claims or coding accuracy with claims being reviewed prior to submission.

(iii) **Additional Audits.** Nurse may be required to incur the costs of subsequent or external audits, conducted by an auditor of District's choosing, to re-audit medical record documentation or coding accuracy.

e. **Books-Records Availability-Retention.** In accordance with Section 1861(v)(1) (i) of the Social Security Act, and the implementing regulations, Nurse shall make available upon written request from the Secretary of the Health and Human Services, the Comptroller General, the District or agents of any of them, this Agreement and the books, documents and records of Nurse necessary to certify the nature and extent of the costs related to the Nurse for performance of this Agreement. Such books, documents and records shall be preserved for six (6) years after the furnishing of services by Nurse pursuant to this Agreement, unless a longer retention period is required by applicable law or regulation.

(i) **Access.** If this Agreement is or becomes subject to any law relating to verification of contract costs under Medicare, Medicaid or any other law relating to reimbursement for professional medical services, the above noted entities and their representatives shall have access to Nurse's books, documents and records for Nurse's services ("Books") as are necessary to certify the nature and extent of such costs.

(ii) **Audit / Notice.** If Nurse is asked to disclose any Books relevant to this Agreement for any audit or investigation, Nurse shall immediately notify the District of the nature and scope of such request.

(iii) **Ownership.** All the Nurse's work product and records related to services provided to or on behalf of District pursuant to this Agreement shall be and remain the property of the District, and shall be maintained for a period of six (6) years following the termination of this Agreement and, during such time, District agrees to retain and maintain all significant components of the files of Nurse relative to Nurse's services for the District and District shall make such records reasonably available to Nurse upon request.

f. **Confidentiality.** Nurse shall maintain the confidentiality of all patient care information and of all District Facilities and Hospital business and financial data, patient lists, and other trade secrets and confidences. Nurse shall follow appropriate procedures to ensure that patient confidentiality rights are not abridged in accordance with applicable state and federal confidentiality laws and regulations. Nurse shall at no time during or after the providing of services pursuant to this Agreement communicate in any way to any person or entity, any proprietary business or trade secrets of District unless such information is reasonably available to the general public from third party sources that Nurse knows are not under any obligation to refrain from divulging such information.



**g. Patient Access.** Nothing in this Agreement shall be construed to limit the right of a patient to access records of that patient consistent with applicable law and regulation.

**11. WARRANTIES.** Nurse represents and warrants that:

**a.** Nurse is duly licensed as of the Effective Date of this Agreement and in good standing, without restriction, as an advanced practice registered nurse in the State of Nevada.

**b.** Nurse is eligible to participate in Medicare and Medicaid and has never been denied participation, restricted or charged with any program violation by those administering Medicare or Medicaid programs. Nurse will abide by all procedures, practices and administrative regulations promulgated by Medicare and Medicaid.

**c.** Nurse will maintain the Nevada license to engage in Practice Specialty services, the DEA license to dispense controlled substances (if applicable), and the Medicare and Medicaid practice eligibility in good standing, without restriction or challenge, throughout the term of this Agreement.

**d.** Nurse will comply with the American Medical Association's Principles of Medical Ethics, the standards of the Joint Commission, the National Committee on Quality Assurance and any other accrediting or licensing agency that may have jurisdiction or authority over the District.

**e.** Nurse will provide services under this Agreement in compliance with all applicable federal and state statutes, regulations, rules and standards, including the Medicare Conditions of Participation applicable the District.

**f.** Nurse will comply with and promote Nurse's daily interaction with District patients and personnel in accordance with the quality standards developed by the District administration, and will fully support, by the attendance at required meetings and educational sessions and otherwise, and participate in the quality improvement, utilization review, and financial performance improvement initiatives of the District.

**g.** Nurse will practice effective communication skills, people oriented human relationship skills and participatory administrative and supervisory skills to facilitate the efficient operational performance of the District Facilities to satisfy the needs and expectations of the District patients served by Nurse.

**h.** Nurse will perform all Practice Specialty services and responsibilities without default or without instigating, initiating or perpetuating interpersonal conflict with other District providers and personnel.

**i.** Nurse will on request by District and at District's expense, if any, apply for and promptly take all steps necessary to qualify for, obtain and maintain the right of participation in any provider panel, e.g., IPA, PPO panel, HMO panel, or third-party insurance program, or contractual agreements with which District elects to participate.

**j.** Nurse will notify District in writing within five (5) business days of receipt of notice of any investigation by or of Nurse which could result in: (i) loss, restriction or suspension of Nurse's license to practice medicine in the State of Nevada and Nurse's DEA permit; (ii) exclusion from participation in Medicare, Medicaid, or under any third party payer or managed care

company; (iii) loss of Nurse's insurability for professional liability insurance or, (iv) any action that is threatened, initiated or taken against Nurse by any other health care facility provider or organization.

**12. NON-DISCRIMINATION.** Nurse shall uphold and abide by all laws pertaining to equal access and employment opportunities. The laws include, but are not limited to, Title VI and VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Age Discrimination in Employment Act of 1975, the Equal Pay Act of 1963, Sections 501 & 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991 and the Americans with Disabilities Act of 1990, as amended.

Nurse shall not discriminate against any patient, District employee, District contractor or any other individual the Nurse comes into contact with by reason of the duties performed pursuant to this Agreement because of race, color, ethnicity, ancestry, creed, national origin, religion, age, sex, sexual orientation, gender identity or expression, marital status, familial status, veteran's status, political affiliation or disability (including AIDS and related conditions).

**13. ADDITIONAL INSTRUMENTS.** Nurse shall, from time to time and as often as requested by District execute an addendum to this Agreement governing Nurse's use and disclosure of Protected Health Information in accordance with the requirements of the Health Insurance Portability and Accounting Act of 1996 ("HIPAA") and the implementing regulations of HIPAA, as amended. Failure of Nurse to execute such addendum upon request shall result in immediate termination of this Agreement.

**14. IMMUNITY.** To the extent the services provided by Nurse pursuant to this Agreement include peer review and quality improvement activities, such activities are intended to be conducted in such a way as to provide Nurse with the protections and immunity from liability granted such peer review activities pursuant to Nevada Revised Statutes.

**15. INDEPENDENT JUDGEMENT.** Nothing contained in this Agreement or in any other agreement between the District and Nurse shall be interpreted to prescribe Nurse's method or manner of practice of medicine or delivery of patient care, or to influence the exercise of independent judgement in the practice of medicine. Nurse shall have complete control over the care of patients, unless otherwise directed by the Nurse's collaborating physician or qualified peer medical professional, and District shall not exercise any direct supervision or control over the individual care of any patient. Nurse's care of patients must be consistent with any rules and regulations promulgated by District dealing with the general treatment of patients.

**16. INFORMATION.** Nurse shall use reasonable efforts to assure that District is informed at all times as to the status of matters that Nurse is providing services for and the courses of action or recommendations of Nurse. Nurse shall make reasonably available to District all written materials sent or received by Nurse pertaining to matters involving the District or the District Facilities and copies of such materials will be provided to the District upon request.

**17. NO REFERRALS.** Nothing contained in this Agreement or in any other agreement between the District and Nurse will obligate either party to refer patients to the other party, or to the affiliated providers or facilities of either party.

**18. SERVICES EVALUATION.** The District continually evaluates all services provided and may initiate changes to services provided based upon the health care environment and

external pressures to remain competitive. Nurse and District agree to participate in open dialog and negotiations regarding Nurse or District developments that may affect the manner in which services are provided and/or the services that Nurse or District may choose to provide. The development of new programs of patient care by Nurse shall be discussed with the appropriate medical advisors and approved by District before being instituted.

**19. TERMINATION.** This Agreement and the employment of Nurse may be terminated as follows:

**a. Upon Occurrence of Certain Events.** The District may unilaterally terminate this Agreement before the end of the term, effective immediately unless otherwise provided, on the occurrence of any of the following events:

**(i) Licenses Permits and Participation.** Denial, termination, restriction, loss, limitation, or suspension of (a) Nurse's license or ability to engage in Practice Specialty services in the State of Nevada or (b) (if applicable) Nurse's DEA license to prescribe controlled substances or (c) Nurse's right of participation in Medicare, Medicaid, or any provider panel designated pursuant to this Agreement or (d) Nurse's medical staff privileges, delineation of privileges or collaborating provider.

**(ii) Professional Performance.** Nurse willfully fails or refuses to faithfully and diligently perform the usual and customary duties of Nurse's employment, commits an intentional or grossly negligent violation of a written District policy, or fails to adhere to the required conditions of this Agreement.

**(iii) Professional Liability Insurance.** Termination of or the inability to obtain professional liability insurance covering Nurse's practice pursuant to this Agreement.

**(iv) Personnel Manual.** Termination in accordance with the policies and rules in the District's personnel manual.

**(v) Disability.** Disability of Nurse which cannot be reasonably accommodated or disability which continues for period of one hundred twenty (120) days in any twelve (12) month period. For the purposes of this Agreement, disability is an accident, illness or condition, mental, emotional or physical, which prevents Nurse from substantially performing the services under this Agreement that Nurse performed immediately prior to the disability. A dispute concerning whether there is a Nurse disability shall be determined by a medical doctor selected by the District.

**(vi) Death.** Death of the Nurse.

**(vii) Ethical Conduct.** A finding by a board, institution, organization, professional society or regulatory authority having the privilege or right to pass judgment upon or regulate the conduct of Nurse that Nurse has engaged in unprofessional, unethical, unacceptable, fraudulent or other inappropriate conduct, or conduct which materially impairs the reputation and/or operations of the District or adversely affects the best interests of the District, or jeopardizes the health or safety of patients or District personnel, or exposes District to liability

**(viii) Criminal Conviction.** Conviction of any crime punishable as a felony or conviction of a gross misdemeanor, or any misdemeanor crime involving moral turpitude or related to the operation of the District Facilities, including larceny or embezzlement.



(ix) **Subsequent Agreement.** Upon the execution of a subsequent employment agreement between Nurse and the District.

(x) **District Facilities Closure.** Closure of the District Facilities, or any of them, for any reason, including damage or destruction to the physical facilities or loss of licensing.

b. **Material Breach.** Either party may terminate this Agreement before its expiration based on a material breach of this Agreement by the other party if it has given written notice to the party in breach describing the breach, and within thirty (30) days after the giving of such written notice the breaching party has not cured the breach and provided reasonable assurances that the breach will not be repeated. No opportunity to cure shall be required for any second breach by a party and termination may be made effective on giving of the second notice.

c. **Third Party Causes.** Either the District or Nurse may, by written notice to the other party, terminate this Agreement in the event that any federal, state or local government regulatory agency or entity adopts, issues or promulgates any law, rule, regulation, standard or interpretation that prohibits, restricts, limits or in any way substantially changes the arrangement contemplated by this Agreement or which otherwise significantly affects either party's rights or obligations hereunder. If this Agreement can be amended to the satisfaction of both parties to compensate for such prohibition, restriction, limitation or change, this clause shall not be interpreted to prevent such amendment.

d. **Without Cause.** Either the District or Nurse may, by written notice to the other party, terminate this Agreement without cause ninety (90) days after the giving of such written notice. The District may relieve Nurse of the duty to provide services under this Agreement at any time during the 90-day notice period, provided that District shall pay the compensation that Nurse would have otherwise been eligible to receive during the remaining portion of the 90-day notice period, subject to applicable withholdings.

e. **Mutual Agreement.** The District and Nurse may, upon mutual written agreement, terminate this Agreement upon the terms and conditions set forth therein.

At the effective date of termination, all rights, duties and obligations of District and Nurse under this Agreement shall terminate except: (i) District shall compensate Nurse for services performed by the Nurse for which compensation is due but has not been received; (ii) District shall pay the Employer share of any required PERS contribution(s) applicable to payments made under this section; and, (iii) the records access and retention of files, the confidentiality agreement, the patient records access, the non competition covenant, and the release provisions shall continue to bind the parties.

Upon termination of this Agreement or upon resolution of any other dispute hereunder, there shall be no right of review or appeal under the District's Hospital and Clinic professional staff policies and procedures, fair hearing plan or the personnel handbook relevant to professionals. Unless otherwise mutually agreed, termination of this Agreement automatically terminates Nurse's professional staff appointment and all clinical privileges at the Hospital, without hearing or review.

**20. COVENANT NOT TO COMPETE.** Nurse, for and in consideration of the compensation and benefits herein, agrees that for a period of one (1) year from and after the date of termination of this Agreement, Nurse shall not, within seventy-five (75) miles of the city limits of Winnemucca, Humboldt County, Nevada (the same being the normal service area of the

District), as an employee, associate, partner, manager, trustee, independent contractor, consultant, principal, agent of or through the agency of any corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person: (i) engage in Practice Speciality services, or (ii) solicit or accept employment to perform Practice Speciality services with or from any corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person, or (iii) solicit former patients served by Nurse as an employee of the District. In the event the provisions of this section should be determined by a court of competent jurisdiction to exceed the time or geographical limitations permitted by the applicable law, then such provisions shall be reformed to the maximum time or geographical limitations permitted by applicable law. The provisions of this section do not apply if the termination results from a material breach of this Agreement by the District.

**21. RELEASE.** Upon any termination under this Agreement and upon acceptance of all compensation for services performed, the Nurse shall be deemed to have voluntarily released and discharged the District, the Board of Trustees of the District, the Hospital and their officers, directors, employees, agents and permitted successors and assigns, individually and collectively, and in their official capacity, from any and all liability arising out of this Agreement or from Nurse's providing of services under this Agreement.

**22. GENERAL PROVISIONS-BENEFITS.** The general provisions attached hereto as **Exhibit "A"** and the benefits overview attached hereto as **Exhibit "B"** are made a part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed effective as of the beginning of the term on the day and year first above written.

**DISTRICT:**

**NURSE:**

\_\_\_\_\_  
Chair, Board of Trustees  
Humboldt County Hospital District

\_\_\_\_\_  
Hannah Kohler, APRN-CNP

**EXHIBIT "A"**  
**TO**  
**ADVANCED PRACTICE NURSE EMPLOYMENT AGREEMENT**  
**GENERAL PROVISIONS**

**A. AGREEMENT REVIEW.** The parties represent that they have read this Agreement, that the terms and provisions of this Agreement have been explained to them and that they are fully aware of the contents and binding legal effect of this Agreement and that they are entering into this Agreement freely and voluntarily.

**B. AMENDMENT.** This Agreement may be modified or amended only in writing by an instrument executed with the same formality as this Agreement.

**C. APPLICABLE LAW.** This Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Nevada in effect from time to time.

**D. ASSIGNMENT.** This Agreement relates to the performance of services by Nurse and shall not be transferred or assigned by Nurse without the prior written consent and agreement of District. Any unauthorized transfer of this Agreement shall be void. The District may assign this Agreement to a successor organization or successor entity of District.

**E. BINDING EFFECT.** This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

**F. CAPTIONS.** The captions or titles used in this Agreement shall have no effect on its interpretation and are for convenience and reference only and in no way define limits or describe the scope of this Agreement or the scope or content of any Agreement provision.

**G. COMPLIANCE WITH LAW-DISTRICT POLICIES.** In the performance of services pursuant to this Agreement, there shall be compliance by District and Nurse with all applicable laws, regulations and rules, and Nurse shall comply with applicable District, Hospital and Clinic policies, as enacted and amended from time to time, including policies relative to illegal harassment, and drug and alcohol free workplace.

**H. CONSTRUCTION.**

(i) Whenever the construction of this Agreement requires, the gender of all words shall include every other gender, and the number of all words shall include the singular and plural.

(ii) Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed, as the context indicates, to be followed by the words "but (is/are) not limited to."

(iii) The language of all parts of this Agreement shall in all circumstances be construed as a whole, according to its fair meaning, and not strictly for or against any party.

(iv) The doctrine or rule of construction against the drafting party shall not apply, nor shall any such presumption apply, to the interpretation and/or enforcement of this Agreement or any documents attached to this Agreement.

**I. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

**J. DEFINITIONS-TERMS.** The capitalized terms used in this Agreement with reference to HIPAA or any other federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation. As used in this Agreement, the term: (i) "Nurse" shall include, when the context requires inclusion, all Nurse associates, subcontractors and agents of Nurse used to provide services or carry out Practice Specialty services under this Agreement; (ii) "Administrator" or "Administration" refers to the District/Hospital chief executive officer or chief operating officer or chief nursing officer or medical director



and, when the context requires, shall include the designee or appointee of the Administrator; and, (iii) "Board" refers to the District's Board of Trustees, the governing body of the District. References to "days" refer to calendar days, unless stated otherwise, and reference to a "business day" refers to a day that is not a Saturday, Sunday, legal holiday or a day observed as a legal holiday for Nevada state governmental offices under the Nevada Revised Statutes.

**K. DISPUTE RESOLUTION.** Any controversy, claim or dispute relating to this Agreement or Nurse services concerning a non medical issue shall be the subject of informal discussions between Nurse and the chief operating officer or chief nursing officer or medical director. If no agreement can be reached between Nurse and the chief operating officer or chief nursing officer or medical director, the decision may be referred to the chief executive officer for a decision. Any questions or disagreements concerning standards of professional practice or the medical aspects of the services provided by Nurse shall be referred to a peer or peer group (up to three (3) persons) of qualified medical professionals selected by the Nurse and the Administration, which peer or peer group will recommend a resolution of the matter to the chief executive officer. If Nurse is dissatisfied in either case with the decision of the chief executive officer, then upon the written request of Nurse submitted to the chief executive officer on or before the expiration of five (5) business days after the decision is rendered, the dispute will be submitted to a committee (less than a quorum) appointed by the Board Chairman of the District's Board of Trustees for resolution. The decision of the committee is final. If there is failure to reach resolution upon exhaustion of the procedures of this section, the parties may then exercise any remedy authorized by this Agreement or by law.

**L. ELECTRONIC COMMUNICATION.** Employee consents to and allows District to initiate electronic communication (whether by email, facsimile, text message, or other mode) to Employee and to respond to electronic communications from Employee via electronic communication. The consent extends to initiation of electronic communication with, and the electronic response to communication from, such others as District deems necessary or appropriate in the performance of services hereunder, and will also include attachment of electronic copies of documents to any electronic communication. Employee acknowledges and assumes the risk that electronic communication may be randomly intercepted and disclosed by an otherwise disinterested person, and could be intercepted by an individual or other party interested in the subject of the electronic communication.

**M. EXHIBITS.** All exhibits attached and referred to in this Agreement are fully incorporated herein by reference.

**N. FEES-COSTS.** Each party shall pay their respective costs of dispute resolution under section K above. In the event that either party institutes a suit against the other party, either directly by complaint or by way of cross complaint, including a cross complaint for indemnity, for alleged negligence, error, omission or other failure to perform, or for declaratory relief, or to enforce or interpret the provisions of this Agreement, and if instituting party fails to obtain a judgment in its favor, the lawsuit is dismissed, or if judgment is rendered for the defending party, the instituting party shall pay the costs incurred by the defending party, including fees incurred for notices of default, negotiation, settlement, trial, appeal after trial, reasonable attorney's fees, expert witness fees, court costs and any and all other expenses of defense. If the instituting party is the prevailing party, then the instituting party shall be entitled to reasonable attorney's fees, which fees shall be set by the court in the action in addition to any other costs assessed by the Court. Payment shall be made immediately following dismissal of the case or upon entry of judgment.

**O. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties and there are no terms, promises, conditions, inducements, representations or warranties, express or implied, other than as herein set forth. This Agreement and the other instruments attached hereto or herein referred to supersede any prior discussions, contracts or agreements of the parties pertaining to the subject of this Agreement.

**P. NO THIRD-PARTY BENEFICIARIES.** Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person not a party to this Agreement any third-party beneficiary rights, interests or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation or agreement contained herein.

**Q. NOTICES.** Any notice, request or demand or other communication pursuant to this Agreement shall be in writing and shall be considered given (i) upon personal service to the party to be served, or (ii) upon acknowledgment of receipt of a facsimile or other electronic transmission or communication and, if there is no acknowledgment of receipt, then one business day after the date of transmittal of the facsimile or other electronic communication and no failed delivery notification is received by the sender, or (iii) upon the sooner of first attempted delivery or receipt for Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries, or (iv) on the third business day after deposit in the United States mail, certified and postage prepaid, return receipt requested, in a regularly maintained receptacle for the deposit of United States mail to the party to be served at their address given herein, or at such other address or attention as from time to time may be specified by either party by notice to the other party in the manner herein provided.

**R. RECITALS.** The recital and introductory paragraphs of this Agreement are considered an integral part of this Agreement and form a basis for entering into this Agreement and shall be considered *prima facie* evidence of the facts, events, documents and information referred to therein.

**S. RECONSIDERATION.** If either party to this Agreement reasonably determines that a provision of this Agreement is unworkable or, if either party identifies a method of improving the working relationship between the parties, this Agreement may be reconsidered for amendment. If there is failure of the parties to reach agreement on the proposed amendment, then this Agreement shall continue in force and effect without change.

If, in the opinion of counsel for the District, changes in federal or state statutes or regulations, or court interpretations of statutes or regulations applicable to District, render this Agreement or any of its provisions illegal, or significantly impair or restrict District's entitlement to reimbursement for services rendered by Nurse, the parties shall negotiate in good faith to eliminate the illegality or adverse reimbursement effects occasioned by such changes while maintaining the intended effect of this Agreement as nearly as possible. If the parties are unable to reach agreement or if, in the opinion of counsel for the District, it is not possible to eliminate the illegality or adverse reimbursement effects through mutual agreement, District may terminate this Agreement on fifteen (15) days written notice to Nurse. In the event of termination under this section, the parties shall be relieved of all obligations each to the other pursuant to this Agreement from the date of termination, except as provided in section 19 herein.

**T. REMEDIES.** All rights and remedies provided for in this Agreement are cumulative and in addition to, and not in lieu of, any other remedies available at law, in equity, or otherwise.

**U. SEVERABILITY.** The enforceability, voidability, invalidity or illegality of any provisions of this Agreement shall not render any other provisions unenforceable, void, invalid or illegal.

**V. TIME.** Time is of the essence of this Agreement and each of its provisions.

**W. VENUE.** In the event litigation is used to enforce or interpret the provisions of this Agreement such litigation is to be brought in the jurisdiction of the state of Nevada District Court in Humboldt County, Nevada and, notwithstanding that Nurse may not reside in Humboldt County, Nevada, Nurse waives the right to bring, try or remove such litigation to any other state, county or judicial district or court system, unless the District consents to or brings such litigation in another jurisdiction. Nothing in this Agreement shall be construed to limit the right of a court of competent jurisdiction to change the venue.

**X. WAIVERS.** All waivers under this Agreement must be in writing and signed by the party against whom the waiver is sought to be enforced. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

**EXHIBIT "B"**  
**TO**  
**ADVANCED PRACTICE NURSE EMPLOYMENT AGREEMENT**  
**BENEFITS PROVISIONS**

The Hospital Human Resources Department will provide a copy of current full time employee benefits offered by the District.



**Department: EMS**

**Item Description:** Determination that five EMS vehicles are no longer required for use by the district or public purposes use and authorization to dispose of the vehicles

**Request:**

We are requesting approval to surplus the vehicles mentioned below. All the vehicles listed are past service life, have high mileage, and we are faced with increased repair costs to keep them safe and operational.

We would like to donate the Ford Crown Vic (CP-1) to the Law Enforcement P.O.S.T academy where it can have use in their controlled, vehicle operators' course for officers completing their driving portion of the academy.

We will explore options for selling the Dodge Charger, Ford E-350 (Delta-2), and Ford F350 (service truck).

The Ford Crown Vic, and Dodge Charger were acquired through a law enforcement vehicle surplus program and were in used condition with approx. 125,000 miles when we received them.

The Ford F350 (Former Medic 21), and Ford E-350 (Delta 2) were acquired for use on the Playa at Burning Man and other ancillary special events and assignments. Both of these units are currently out of service and are nonoperational due to undetermined mechanical issues that would require significant mechanical costs to diagnose and repair.

**Units to Decommission:**

1. CP-1 2009 Ford Crown Vic #0557
2. 2006 Dodge Charger #6577
3. Delta 2 1998 Ford E-350 #9033
4. Former Medic 21 1999 Ford F350 #3113
5. Service Truck 1995 Ford F350 #7579