

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

SEPTEMBER 28, 2021

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE ROOM

Alicia Cramer - Chairman
Michelle Miller - Secretary
JoAnn Casalez - Member
Gene Hunt - Member
Lewis Trout - Member
Ken Tipton - Member-Humboldt
County Commissioner

HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NEVADA 89445

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

MEETING DATE: Tuesday September 28, 2021
MEETING TIME: 5:30 pm
MEETING PLACE: Sarah Winnemucca Conference Room
Humboldt General Hospital
118 E Haskell St, Winnemucca, Nevada
PLACES POSTED: in Winnemucca, Nevada at:
Humboldt General Hospital, 118 E Haskell Street
Humboldt County Courthouse, 50 W Fifth Street
Winnemucca City Hall, 90 W Fourth Street
Humboldt County Library, 85 E Fifth Street
United States Post Office, 850 Hanson Street
www.hghospital.org https://notice.nv.gov
PERSON POSTING: Alicia Wogan

MEETING ATTENDANCE MAY BE
VIA TELECONFERENCE OR VIDEOCONFERENCE OR IN-PERSON
THE ATTENDANCE FOR MEMBERS OF THE GENERAL PUBLIC AT THE
PHYSICAL LOCATION MAY BE LIMITED DUE TO DISTANCING REQUIREMENTS
THE TELECONFERENCE AND VIDEOCONFERENCE ACCESS INSTRUCTIONS APPEAR BELOW

Teleconference: Dial 1-646-749-3122 - Access Code 368-086-437

Videoconference: <https://global.gotomeeting.com/join/368086437>

A. CALL TO ORDER

B. PUBLIC COMMENT

(This agenda item is designated to give the general public the opportunity to address the Hospital Board. No action may be taken upon a matter raised under this section until it is placed on an agenda for action. Public comment is generally limited to three (3) minutes per person.)

C. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS

(These agenda items are designated to give the opportunity to report and update the Hospital Board on each group or department listed. No action may be taken upon a matter raised under this section until it is placed on an agenda for action.)

1. Medical Staff report – Chief of Staff
 - a) COVID update
2. MedX report – Bill Hammargren
3. Administration report
 - a) EMS update – Andrew Loveless
 - b) Lab expansion and oncology infusion clinic update – Kelly Schreihofner
 - c) CEO report – Tim Powers

D. CONSENT AGENDA

(The Board is expected to review, discuss and take action on this agenda item. The items may be approved in a single motion; however, upon Board member request, any consent item may be moved to the discussion portion of the agenda and other action, including postponement or denial of the item, may take place.)

1. Board meeting minutes for: August 24, 2021 and August 31, 2021.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: James Clark, MD, Provisional-Emergency Medicine; Brandan Crum, MD,

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

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Provisional-Emergency Medicine; Aaron Heckelman, MD, Provisional-Emergency Medicine; Michael Johnston, CRNA, Allied Health Professionals-Anesthesia/CRNA; Mark Lanoue, MD, Consulting-Teleradiology; Donald Nicell, MD, Consulting-Teleradiology; Alan Pratt, MD, Consulting-Teleradiology; Scott Sullivan, MD, Consulting-Teleradiology; Bradley Neuman, MD, Active-General Surgery; Sapandeep Khurana, MD, Provisional-Psychiatry; and, Timothy Jeider, MD, Provisional-Psychiatry.

E. FINANCIAL REPORTS

(The Board is expected to review, discuss and take action on this agenda item.)

1. Financial update
2. Warrants disbursed - Monthly expenditures
3. Budget information review

F. BUSINESS ITEMS-OTHER REPORTS

(The agenda items in this section are for discussion and for possible action. The action may consist of approval, disapproval, acceptance, rejection, authorization, adoption, recommendation, review, referral to staff, or any other action as appropriate. The items may be heard in any order and at any time unless a time is specified; two or more items may be combined for consideration; an item may be removed from the agenda; or, discussion relating to an item may be delayed at any time.)

1. Hospital Administration / request to approve professional services employment contract for Trenton Argyle, MD to provide family practice services / Administration
2. District Administration / review and evaluation of: (i) the performance of Timothy Powers as hospital administrator and chief executive officer; and, (ii) the progress of Timothy Powers in meeting the goals and objectives of the hospital administrator and chief executive officer position / proposals, terms and conditions of the continued employment or separation from employment of Timothy Powers as hospital administrator and chief executive officer / Board of Trustees

G. TRUSTEE COMMENTS-STAFF REPORTS

(This period is designated for receiving reports, information, updates and proposals from the board and/or staff. No action may be taken upon a matter raised under this section until it is placed on an agenda for action.)

H. PUBLIC COMMENT

(This agenda item is designated to give the general public an opportunity to address the Hospital Board. No action may be taken upon a matter raised under this section until it is placed on an agenda for action. Public comment is generally limited to three (3) minutes per person.)

Notice: This agenda has been physically posted at the locations noted above and electronically posted at <http://www.hghospital.org/> and at <https://notice.nv.gov/>.

Notice: The meeting may be accessed via: (i) teleconference by dialing 1-646-749-3122 and using access code 368-086-437; or, (ii) videoconference by entering <https://global.gotomeeting.com/join/368086437> in a web browser; or (iii) in-person at the scheduled location listed above.

Notice: Members of the public may make a public comment at the meeting without being physically present by: (i) emailing adminoffice@hghospital.org no later than 5:00 p.m. on the business day prior to the day of the meeting and messages received will be transcribed or printed for entry into the record and provided to the Board of Trustees for review; (ii) telephone dialing 1-646-749-3122 and using access code 368-086-437; or, (iii) entering the following link <https://global.gotomeeting.com/join/368086437> in a web browser.

Notice: The Executive Assistant at the Administration Office located at Humboldt General Hospital, 118 E. Haskell Street, Winnemucca, Nevada, telephone number 775-623-5222 extension 1123, is the designated person from whom a member of the public may request the supporting material for the meeting. Staff reports and supporting material for the meeting are available on the Humboldt General Hospital website at <http://www.hghospital.org/> and are available to the general public at the same time the materials are provided to the Board of Trustees.

Notice: By law a public body may receive information from legal counsel regarding potential or existing litigation involving a matter over which the public body has supervision, control, jurisdiction, or advisory power and such gathering does not constitute a meeting of the public body.

Notice: Reasonable efforts will be made to assist and accommodate disabled persons. Please contact the Administration Office by telephoning 775-623-5222 extension 1123, one (1) business day in advance of the meeting.



September 28, 2021

Board of Trustees
Ref: Medical Staff Meeting

The following Medical Staff Appointment, Reappointment, and Provisional privilege files were reviewed and approved by Medical Staff on September 21, 2021:

Provisional:

- James Clark, MD Provisional-Emergency Medicine
- Brandan Crum, MD Provisional-Emergency Medicine
- Aaron Heckelman, MD Provisional-Emergency Medicine

Appointment:

- Michael Johnston, CRNA Allied Health Professionals-Anesthesia/CRNA
- Mark Lanoue, MD Consulting-Teleradiology
- Donald Nicell, MD Consulting-Teleradiology
- Alan Pratt, MD Consulting-Teleradiology
- Scott Sullivan, MD Consulting-Teleradiology
- Bradley Neuman, MD Active-General Surgery

Reappointment:

- Sapandeep Khurana, MD Provisional-Psychiatry
- Timothy Jeider, MD Provisional-Psychiatry

Below details additional information on each Medical Staff file:

- **James Clark, MD** earned his Doctor of Medicine from St. Louis University School of Medicine in 1999. He completed his Emergency Medicine residency with the University of Illinois at Chicago from 1999 to 2002. Dr. Clark earned his initial Emergency Medicine board certification from the American Board of Emergency Medicine in 2003 and has kept it current. He also holds current certifications for ATLS, ACLS, and PALS. Dr. Clark has been practicing as an Emergency physician for twenty years; he has practiced in numerous states including Florida, New Mexico, Mississippi, South Carolina, Louisiana, and Alabama. He has also completed some Locum Tenens travelling positions throughout his twenty years of practice. Dr. Clark will be joining Humboldt General Hospital through Envision to provide coverage in our ED. He was granted temporary privileges on September 2, 2021, for his first scheduled shift on September 10, 2021.
- **Brandan Crum, MD** earned his Doctor of Medicine from the University of Nevada, Reno School of Medicine in 2010. Dr. Crum went on to complete his Emergency Medicine residency with the University of California, Davis Medical Center from 2010 to 2013. Dr. Crum is currently board certified in Emergency Medicine through the American Board of Emergency Medicine; initially certified in 2014. He also holds current certification for ATLS. Dr. Crum has been practicing as an Emergency Staff physician since 2013; working in Elko, NV at



Northeastern Nevada Regional Hospital and in Reno, NV at Saint Mary's Regional Medical Center. Dr. Crumm will be joining Humboldt General Hospital through Envision to provider coverage in our ED.

- **Aaron Heckelman, MD** earned his Doctor of Medicine from the University of California San Francisco School of Medicine in 2014. Dr. Heckelman completed his Emergency Medicine residency with the University of Nevada from 2014 to 2017. Dr. Heckelman is currently board certified in Emergency Medicine through the American Board of Emergency Medicines and earned his initial certification in 2018. He also holds current certifications for ATLS, ACLS, PALS, and BLS. Dr. Heckelman has been practicing as an Emergency physician since 2017 in Las Vegas, NV and moved up to Reno, NV in November 2020 to work at Northern Nevada Medical Center. Dr. Heckelman will be joining Humboldt General Hospital as an Emergency Medicine physician through Envision to provider coverage in our ED.
- **Michael Johnston, CRNA** earned his Master of Nurse Anesthesia from Mayo School of Health Sciences in 2005. Mr. Johnston is certified through the National Board of Certification and Recertification for Nurse Anesthetists as a Certified Registered Nurse Anesthetist (CRNA); initially certified in 2005. He also currently holds certifications in ACLS and BLS. He has been practicing as a CRNA since 2005; working in Texas, Wisconsin, and most recently in Oregon. He has experience in general anesthesia including cardiac, thoracic, vascular, orthopedic, urology, otolaryngology (ENT), obstetrics/gynecology, and pediatric anesthesia. Mr. Johnston will be joining Humboldt General Hospital as an employed CRNA. He was granted temporary privileges on September 1, 2021 and began working September 7, 2021.
- **Mark Lanoue, MD** earned his Doctor of Medicine from the University of Vermont College of Medicine in 1993. From 1993 to 1998, Dr. Lanoue completed his one-year Internal Medicine internship and Diagnostic Radiology residency with the University of Vermont. He went on to complete a one-year fellowship in Radiology/Cardiovascular Interventional with Brigham and Woman's Hospital from 1998 to 1999. Dr. Lanoue is currently board certified in Diagnostic Radiology through the American Board of Radiology; initially certified in 1998. He has been practicing as a radiologist since 1999 and has been working with Virtual Radiologic Professionals, LLC (vRAD) since 2016. Dr. Lanoue will be joining Humboldt General Hospital through vRAD to provide teleradiology services.
- **Donald Nicell, MD** earned his Bachelor of Medicine and Bachelor of Surgery from the University of Cape Town in 1982. From 1983 to 1984, Dr. Nicell completed his rotating internship with Cecilia Makiwane Hospital. He went on to complete a fellowship with the University of Tennessee-Memphis from 1993 to 1994 in Ultrasound Research. After this training, Dr. Nicell completed his Diagnostic Radiology residency with the University of Tennessee College of Medicine from 1994 to 1998. Dr. Nicell is currently board certified in Diagnostic Radiology through the American Board of Radiology and initially earned the certification in 1998. He has been practicing as a radiologist since 1998 and most recently with Virtual Radiologic Professionals, LLC (vRAD) since 2004. Dr. Nicell will be joining Humboldt General Hospital through vRAD to provide teleradiology services.
- **Alan Pratt, MD** earned his Doctor of Medicine from Tufts University School of Medicine in 1967. He went on to complete his Internal Medicine internship with the University of Utah School of Medicine from 1967 to 1968 and his Radiology residency with Yale University School of Medicine from 1971 to 1973. Dr. Pratt also completed two fellowships with Yale University: one from 1968 to 1969 in Diagnostic radiology and one from 1973 to 1974 in



Neuroradiology. Dr. Pratt currently holds two board certifications through the American Board of Radiology: Diagnostic Radiology, earned in 1973 and Neuroradiology, earned in 1995. Dr. Pratt has been practicing as a radiologist since 1974 and has been working with Virtual Radiologic Professionals, LLC (vRAD) since 2015. Dr. Pratt will be joining Humboldt General Hospital through vRAD to provide teleradiology services.

- **Scott Sullivan, MD** earned his Doctor of Medicine from Georgetown University School of Medicine in May 1991. He went on to complete his Internal Medicine internship with NYU Winthrop Hospital from 1991 to 1992 and his Diagnostic Radiology residency with Yale University School of Medicine from 1992 to 1996. Dr. Sullivan completed 2 fellowships with Yale University, one in Cross Sectional Imaging and one in Neuroradiology. Dr. Sullivan currently holds two board certifications through the American Board of Radiology: Diagnostic Radiology, earned in 1996 and Neuroradiology, earned in 2004. He has been practicing since 1996 as a radiologist working with teleradiologist groups; including Virtual Radiologic Professionals, LLC (vRAD) since 2017. Dr. Sullivan will be joining Humboldt General Hospital to provide teleradiology services through vRAD.
- **Bradley Neuman, MD** earned his Doctor of Medicine from the University of Arizona College of Medicine in May 2010. Dr. Neuman completed his General Surgery residency with Pennsylvania State University in 2017. He took some time during his residency training to complete a postdoctoral research scholar program with Pennsylvania State University from 2012 to 2014. Dr. Neuman currently holds a board certification through the American Board of Surgery which he earned in 2018. He also holds current certifications for ACLS and BLS. Dr. Neuman has worked as a General Surgeon since 2017 in Arizona. Dr. Neuman joined Humboldt General Hospital through Rural Physicians Group on April 8, 2021. He was granted provisional privileges April 1, 2021 and has been providing rotating coverage in the General Surgery clinic and OR along with Dr. Miller.
- **Sapandeep Khurana, MD** earned his Bachelor of Medicine and Bachelor of Surgery from Baba Farid University of Health Sciences in 2001. Dr. Khurana completed his Educational Commission for Foreign Medical Graduates exams by January 2007. He completed his residency in Psychiatry and Neurobehavioral Sciences with the University of Virginia from 2008 to 2011 and his fellowship in Child and Adolescent Psychiatry from 2011 to 2013. Dr. Khurana holds two board certifications through the American Board of Psychiatry and Neurology, one in Psychiatry since 2012 and the other in Child and Adolescent Psychiatry since 2014. He also holds a current CPR certification. Dr. Khurana has been working as a psychiatrist since 2013 in Las Vegas, NV. Dr. Khurana is one of the providers of Nevada Mental Health. Dr. Khurana was granted provisional privileges with Humboldt General Hospital April 1, 2021, to provide coverage in the Behavioral Health clinic via telemedicine. During this provisional period Dr. Khurana did not accumulate enough charts for review to move to active staff.
- **Timothy Jeider, MD** earned his Doctor of Medicine from Loma Linda University in 2013. From 2013 to 2016, Dr. Jeider completed his residency in Psychiatry with Louisiana State University Health Science Center. During this time, he also provided services as an independent contractor for inpatient psychiatric services to Baton Rouge Behavior Hospital. Dr. Jeider went on to complete a fellowship in Child and Adolescent Psychiatry with the University of Nevada, Las Vegas School of Medicine from 2016 to 2018. Dr. Jeider currently holds two board certifications through the American board of Psychiatry and Neurology, one in



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Psychiatry and the second in Child and Adolescent Psychiatry. He received these board certifications in 2017 and 2018, respectively. Dr. Jeider is one of the providers of Nevada Mental Health. Dr. Jeider was granted provisional privileges with Humboldt General Hospital April 1, 2021, to provide coverage in the Behavioral Health clinic via telemedicine. During this provisional period Dr. Jeider did not accumulate enough charts for review to move to active staff.

Thank you,
Jessica Villarreal
Medical Staff Credentialing Coordinator



Humboldt General Hospital
Statement of Profit and (Loss)
For the Period Ending August 31, 2021

FY21 MONTH	MONTH OF AUGUST FY2022		FISCAL YEAR 2022 TO DATE		FY2021 YTD	
PRIOR YR	BUDGET	ACTUAL	ACTUAL	BUDGET	PRIOR YR	
\$ 2,072,279	\$ 3,101,157	\$ 2,868,255	INPATIENT REVENUE	\$ 5,806,518	\$ 6,202,313	\$ 4,776,650
4,979,878	5,812,196	5,655,164	OUTPATIENT REVENUE	11,062,644	11,624,393	9,954,575
479,845	529,828	444,204	LTC	868,834	1,059,656	1,046,571
576,296	680,913	551,914	CLINIC REVENUE	1,066,601	1,361,825	1,118,338
8,108,298	10,124,094	9,519,537	TOTAL PATIENT SERVICE REVENUE	18,804,597	20,248,187	16,896,134
			DEDUCTIONS FROM REVENUE			
(3,834,686)	47% (4,289,663)	42% (4,561,647)	CONTRACTUAL ADJUSTMENTS	41% (7,739,163)	42% (8,579,326)	45% (7,626,081)
(440,369)	5% (791,471)	8% (474,257)	BAD DEBT	7% (1,224,692)	8% (1,582,943)	5% (916,286)
(4,275,055)	(5,081,134)	(5,035,904)	TOTAL DEDUCTIONS FROM REVENUE	(8,963,855)	(10,162,269)	(8,542,367)
3,833,243	5,042,960	4,483,633	NET PATIENT SERVICE REVENUE	9,840,742	10,085,918	8,353,767
17,596	42,689	-	OTHER OPERATING REVENUE	44,833	85,379	79,098
3,850,839	5,085,649	4,483,633	TOTAL OPERATING REVENUE	9,885,575	10,171,297	8,432,865
			OPERATING EXPENSES			
1,717,238	2,370,789	2,257,989	SALARIES	4,893,173	4,741,578	3,613,278
462,747	650,865	620,182	BENEFITS	1,321,132	1,301,730	1,016,647
80,420	156,426	146,685	CONTRACT LABOR	275,861	312,852	158,552
830,892	1,035,572	1,353,773	PURCHASED SERVICES	2,531,898	2,071,145	1,705,970
646,953	910,640	701,318	MEDICAL SUPPLIES	1,178,022	1,821,280	1,243,363
216,147	190,456	150,198	OTHER SUPPLIES & MINOR EQUIPMENT	258,425	380,913	333,682
112,705	128,677	138,190	REPAIRS AND MAINTENANCE	255,730	257,354	210,130
19,061	40,300	32,698	RENTS AND LEASES	104,588	80,599	49,706
61,325	62,325	16,526	INSURANCE	60,948	124,651	111,614
60,157	63,617	74,799	UTILITIES	146,821	127,234	130,057
603,452	520,409	523,296	DEPRECIATION	1,046,593	1,040,819	1,167,249
2,098	31,818	19,382	TRAVEL, MEALS & EDUCATION	30,730	63,635	12,345
50,539	135,302	114,284	OTHER EXPENSE	261,427	270,604	117,473
4,863,734	6,297,196	6,149,320	TOTAL OPERATING EXPENSES	12,365,348	12,594,394	9,870,066
(1,012,895)	(1,211,547)	(1,665,687)	NET OPERATING INCOME/(LOSS)	(2,479,773)	(2,423,097)	(1,437,201)
			NON-OPERATING REVENUE/(EXPENSES)			
7,183	25,114	(5,390)	INTEREST INCOME	4,621	50,228	40,699
761,924	417,550	691,887	TAXES	954,004	835,100	943,297
(11,200)	68,417	(2,000)	DONATIONS	(2,000)	136,833	(11,200)
-	-	-	CARES ACT PROVIDER RELIEF FUNDS	-	-	70,928
-	-	-	LOSS ON CONTRACT	-	-	-
(3,997)	-	144,456	MISCELLANEOUS	(52,948)	-	57,074
753,910	511,081	828,953	NON-OPERATING REVENUE/(EXPENSES)	903,677	1,022,161	1,100,798
\$ (258,985)	\$ (700,466)	\$ (836,734)	NET INCOME/(LOSS)	\$ (1,576,096)	\$ (1,400,936)	\$ (336,403)
\$ 344,467	\$ (180,057)	\$ (313,438)	EBIDA	\$ (529,503)	\$ (360,117)	\$ 830,846

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

August 31, 2021-- FISCAL YEAR 2022

ACCOUNTS FOR:	G/L ACCT. #:	LOCATION HELD:	ACCOUNT.#:	BALANCES:
Cash Drawers	10010	Safe/Business Office/Clinics	Cash Drawers(12)	2,275
General Fund Checking	10000	Wells Fargo Bank	3828	1,271,631
Tax Account	10005	Wells Fargo Bank	925	16,592
Payroll Checking	10010	Wells Fargo Bank	3836	15,915
General Fund Investment	10020	Wells Fargo Bank	6671	158,588
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	4,009
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,952
SNF Patient Trust	10035	Wells Fargo Bank	0021	27,241
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,914
Investment Trust	10030	Wells Fargo Bank	6500	10,619,108
LGIP Savings	10025	NV State Treasurer	#xxxGHO	10,795,133

HGH TOTALS: 22,932,358

I, Kim Plummer, CFO for Humboldt General Hospital, hereby certifies the above report of cash account balances accurately reflects the actual cash book balances as reported in the general ledger.

SUBMITTED & SIGNED:

Kim Plummer, CFO

PROFESSIONAL SERVICES AGREEMENT

(PHYSICIAN FULL TIME EMPLOYMENT)

This Professional Services Agreement (the "Agreement"), made and entered into effective the ____ day of _____, 2021 by and between:

DISTRICT: **Humboldt County Hospital District**
dba Humboldt General Hospital
Attn: Chief Executive Officer
118 E. Haskell St.
Winnemucca, NV 89445
powerst@hghospital.org

PHYSICIAN: **Trenton Argyle, DO**
1728 Calpac Ave
Spanish Fork, UT 84660
trenton.argyle@rvu.edu

RECITALS

A. Humboldt County Hospital District ("District" or "Employer") operates Humboldt General Hospital ("Hospital") an acute care medical facility with critical access designation, Harmony Manor ("Harmony Manor"), a long-term skilled nursing medical facility, Quail Comer Life Enrichment Community ("Quail Comer"), a memory care long-term skilled nursing medical facility, the Hospital Clinic ("Clinic") and Resident Clinic ("Resident Clinic"), medical clinics offering the professional services of health care providers, and HGH EMS ("EMS") an emergency medical services operation providing ambulance and advanced life support services (collectively such facilities are sometimes referred to herein as the "District Facilities"), in Winnemucca, Humboldt County, Nevada, and has a need for a qualified! licensed family practice (herein referred to as the "Practice Specialty") physician at the District Facilities to serve the interests of the District, the District patients and the residents of Humboldt County.

B. Physician is or will be at the beginning of the term of this Agreement, qualified by licensure, education, experience and training to provide clinical hospitalist physician services ("Physician's Specialty") in Nevada. Physician agrees to provide such services to and on behalf of Hospital on the terms and conditions set forth in this Agreement.

WITNESSETH: For and in consideration of the recitals, representations, warranties and covenants herein it is agreed:

1. **PHYSICIAN SERVICES/TERM.** Hospital shall utilize Physician on a full-time basis for the period commencing August 1, 2022 (the "Commencement Date") and ending July 31, 2025 (the period beginning August 1, 2022 and ending July 31, 2023 and the subsequent one-year periods beginning August 1 and ending July 31 may each be referred to as an "Agreement year"), subject to the terms and conditions herein, it being understood the Commencement Date may be adjusted to a different mutually agreed date pending Physician completion of the resident program at the District Facilities and issuance to Physician of a Nevada license to practice medicine. The Physician shall devote Physician's professional efforts to performance of this Agreement and, to the extent it does not interfere with Physician's performance of any duty or obligation hereunder, Physician may, without advance consent of the District: (i) accept work with and provide services

to the Hospital ER services independent contractor; and, (ii) serve as a preceptor and other roles to enhance the District Facilities resident program. Any non-District Facilities work by Physician may only be provided with the advance consent of the District. For purposes of this Agreement, the Physician shall be an "exempt" employee under applicable federal and state wage and hour laws, not eligible for overtime compensation or benefits.

2. PHYSICIAN DUTIES.

a. Personally provide a full range of customary Practice Specialty physician services: to patients utilizing the Clinic; (ii) to patients accepted under District Facilities' rules, regulations and policies; (iii) to patients admitted to the District Facilities or requiring Practice Specialty services in the Hospital's Emergency Room ("ER"); (iv) to patients at District health care-medical facilities in outlying Humboldt County; and, (v) for on-site medical supervision of Practice Specialty services provided by the District at the Clinic, including nursing and ancillary medical personnel assigned to the Clinic.

b. Personally provide to the District Facilities resident program: (i) up to three (3) one-half($\frac{1}{2}$) days per month of structured teaching and supervision (clinical setting precepting, administrative supervision, etc.); and, (ii) up to two (2) one-half($\frac{1}{2}$) days per month of didactics, which will typically be scheduled on Friday afternoon.

c. Accept and provide Practice Specialty physician services as attending physician or consultant for Hospital inpatients referred to Physician under policies applicable to professional staff appointees with Hospital privileges.

d. Accept and provide Practice Specialty physician services as reasonably agreed upon and assigned to Physician from time to time by the District.

e. Personally devote Physician's full working time and attention, and Physician's best endeavors and skills, for the interest, benefit and best advantage of the District, providing services in a manner that shall maintain the productivity of the Practice Specialty practice.

f. 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.

g. Perform all duties in an ethical, professional and competent manner, and in all matters connected with the practice of medicine, including decisions regarding whether or not to recommend Hospital admission or services, Physician shall exercise Physician's independent professional judgment, and nothing contained in this Agreement requires the referral of patients to the District Facilities or to any affiliated provider or facilities.

h. Provide cross-coverage for patients of other District physicians on request. Requests for cross-coverage for patients of other than District physicians shall be at the discretion and arrangement of the District, with the concurrence of the Physician, and District shall attempt to provide reasonable advance notice of such requests.

i. Meet the standards required by District, including the standards of practice of Hospital medical staff and the standards required by this Agreement, appropriate licensing

agencies, including the State of Nevada, and any other relevant community standards.

3. PHYSICIAN HOURS.

a. At Clinic. Except while engaged in rendering direct patient care at the District Facilities or participating in CME (section 5.b. herein) and residency training and education (section 5.c. herein), Physician shall be available as scheduled in the Clinic for a full-time practice, defined as a minimum average of forty (40) hours per week and forty-six (46) weeks per Agreement year. The Clinic schedule will be determined by the Hospital administration, in consultation with the Physician, based on anticipated patient demand and the needs of the District, with reasonable effort to accommodate Physician's scheduling preferences; however, the schedule is subject to change based on District needs and/or patient demand.

b. On Call. Physician shall have the obligation to respond to urgent patient phone calls, Call and inpatient needs and other immediate care needs of any of the Clinic patients during days or hours the Physician is not on duty, that is, before or after Clinic hours, holidays, weekends, non-Clinic days, illness, or other causes (Physician is "On Call") except when Physician is unavailable, and such unavailability has been approved in advance by the Hospital administration (Physician is "Off Call"). The Call services are typically provided in rotation with other physicians and Physician shall provide such services in accordance with the District approved rotation assignment schedule and the Hospital Medical Staff Bylaws; provided, however, the call rotation schedule for Physician shall not exceed 1:3 unless and except Physician elects to participate in call exceeding such ratio. When Physician is On Call, Physician shall respond to such calls within the time prescribed by the Hospital Medical Staff Bylaws. In the event Physician desires to be Off Call, Physician must, except in the case of an emergency or unforeseen event, arrange such Off Call time in advance with Hospital administration.

4. COMPENSATION.

a. Base Compensation. District shall pay Physician a base compensation salary of \$250,000 per Agreement year. There may be an adjustment to the base salary depending on the PERS (as herein defined) retirement plan selected by Physician. The base salary is paid in equal biweekly payments on the District's regular salary and wage payment schedule.

b. Incentive Compensation. In addition to any other compensation provided in this Agreement, the Physician shall be entitled to receive incentive compensation each Agreement year calculated as the difference between the base compensation and the calculated compensation of the worked Relative Value Unit ("wRVU"). The determination of the incentive compensation payment, if any, must be made not later than thirty (30) days after the end of each Agreement year of this Agreement, and payment of the incentive compensation must be made not later than forty-five (45) days after the end of each Agreement year of this Agreement.

The initial Agreement year incentive compensation determination wRVU productivity model conversion factor and threshold are based upon the published report for 2021 of the Medical Group Management Association (MGMA) physician compensation and production survey, which is an OIG recognized industry benchmark survey. For subsequent Agreement year incentive compensation determinations, the conversion factor of the productivity model will be reviewed and updated at the beginning of each Agreement year to ensure the factor is consistent with the most recently reported and published MGMA market level data.

If the calculated compensation under the productivity model exceeds base compensation, the difference will be paid as incentive compensation. If the calculated productivity model compensation does not exceed the base compensation, no incentive compensation will be paid.

The District will perform the incentive compensation accounting using an accrual basis of accounting, which means that the calculated productivity model compensation revenue will be determined based upon the services rendered during each accounting period, as opposed to the monies actually collected during such period. The utilization of wRVUs takes precedence over any other form of productivity measurement for purposes of incentive compensation to the Physician.

c. On Call Compensation. District shall pay Physician for providing Practice Specialty On Call services at a rate then in effect as established by Hospital administration and approved by the Board.

d. Continuing Medical Education. Physician shall be entitled to five (5) days and Five Thousand Dollars (\$5,000.00) for the purposes of continuing medical education.

5. BENEFITS / FEES / ALLOWANCES / EXPENSES. Physician shall be entitled to employee benefits available to District's similarly situated exempt employees subject to and as established by District's employee benefits policies and plans, including but not limited to time off, medical, dental, vision, prescription drug coverage (subject to eligibility), participation in retirement plans, continuing medical education, reimbursement for professional expenses, etc., as applicable. A brief benefit summary is included in Exhibit B. Physician's entitlement to such benefits shall be subject to the terms, conditions, and limits of the applicable policies and plans. District retains the right to modify its employee benefits policies and plans at any time, which modification shall be binding on Physician.

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 Physician's compensation. under this Agreement as required by federal and state laws relating to employees. It is understood that the responsibility for payment of Physician's portion of such taxes, fees and withholding is the Physician's, and not the District's.

7. POLICIES.

a. Professional. Physician shall comply with all obligations of professional staff appointees as described in the District's medical staff bylaws, medical staff rules and regulations, 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 Physician'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 management employee, Physician 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. Physician shall be subject to the applicable provisions and terms that apply to management personnel in the personnel manual. Physician 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 and regulations shall control, and if the bylaws, rules and regulations 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. PRACTICE RESTRICTION OR CLOSURE. Authorization by the Hospital administration shall be required prior to any material change, restriction, or closure of Physician's practice.

9. SUPERVISION. Physician shall report directly to and be under the supervision of the Administrator for personnel matters and non-clinical aspects of Physician'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 Physician's employment shall be in accordance with the medical staff bylaws and the medical staff rules and regulations.

10. DISTRICT DUTIES.

a. Facilities. In addition to making or considering payments and providing benefits as provided herein, District shall provide, at District expense, an office space in the District's service area for the providing of Practice Specialty services. The office space shall include such amenities as are reasonably necessary, in the good faith opinion of the District, to the conduct of a Practice Specialty medical practice, including access to a waiting room, reception area, examining room(s), personal office space, and patient parking. The facilities provided by the District are not leased or rented to Physician, 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. District shall provide, at District expense, all professional office equipment, supplies and utilities that are, in District's good faith opinion, reasonably necessary for conduct of a Practice Specialty medical practice. Such equipment, supplies and utilities shall remain the sole property of District, and may be removed, replaced or encumbered in the sole discretion of District. District will consult with Physician concerning selection of equipment, supplies and utilities.

c. Ancillary Personnel. District shall recruit, evaluate, employ or otherwise provide or make available at District expense 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 shall, after appropriate opportunity for input from Physician, have the exclusive right to select, schedule, evaluate, discipline, promote or terminate such support personnel and to set their compensation and duties. Physician shall have general medical supervisory responsibility for Practice Specialty patient care activities and ancillary medical personnel while performing services for the District.

d. Insurance. During the term of this Agreement, District shall provide

professional medical liability insurance covering Physician's Services performed pursuant to this Agreement subject to reasonable terms, conditions, exclusions and limitations. The insurance shall provide a minimum coverage of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, or such other amounts as required by District's governing board. The insurance is obtained on a claims-made basis. Physician shall promptly notify District of any claim or threatened claim based on services rendered by Physician, under Physician'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 Physician ceases to be covered by District's professional liability insurance, then Physician shall obtain and maintain the required professional liability insurance coverage at Physician expense. District shall have the right to select the insurance company providing such coverage, which insurance may be provided through a policy issued to or covering District or through District's participation in a risk retention group. District's obligation to provide insurance under this Agreement shall terminate if Physician becomes uninsurable, or if the rates charged for insurance covering Physician exceed 150% of the usual and customary rates charged for similar coverage for physicians in Physician's Specialty in Nevada with a good claims history. The insurance provided under this Section may not apply to services that Physician provides outside the course and scope of duties of this Agreement.

e. Laboratory/Diagnostic Services. District will provide at the Hospital such 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.

11. BILLING/RECORDS.

a. Billing/Assignment. Physician assigns to District all of Physician's right, title and interest to payment from or on behalf of patients or other recipients of professional services rendered by Physician or under Physician's supervision during the term of this Agreement. Physician 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 Physician's services. Physician shall not waive or compromise any obligation, payment, deductible or copayment for any service rendered pursuant to this Agreement and shall 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 Physician or under Physician's supervision pursuant to this Agreement. District shall retain all amounts received or collected for Physician's services as District property. Physician shall not seek to bill or collect from any third-party payor or any patient in violation of this Agreement. Upon written request by Physician, but not more frequently than one time (1X) per calendar quarter, District shall provide Physician with a quarterly report of available billing information and data, including billed charges (gross and net), revenue (gross and net) and accounts receivable.

b. Medical Records. Physician shall create and maintain accurate, complete, comprehensible and timely records of all care rendered. Such records shall be in a format approved by the District and shall be and remain the property of the District. The District shall provide reasonable transcription service for Physician record keeping. Patient records shall not be removed from the District custody without District's written consent. For purposes of this Agreement, "timely" means: (i) within two (2) business days after services are rendered, for written diagnosis notes, indication of procedures performed notes, indication of level of care notes, outpatient notes and progress notes; (ii) within one (1) business day of receipt and review,

for lab results and radiology results; and, (iii) within four (4) business days, for completion of history and physicals upon admission and for completion of discharge summaries upon discharge.

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

d. Compliance. Physician shall meet all legal and regulatory requirements and District's standards for medical record documentation and billing claims submission, including without limitation, accurate coding. Physician 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. Physician shall participate in all internal coding, billing and documentation educational programs as directed by the District and shall comply with the recommendations of the District to improve documentation coding accuracy. In the event Physician is delinquent in the maintenance of medical records, District may withhold ten percent (10%) of the aggregate pre-tax compensation due Physician pending completion of all outstanding medical records. Additionally, if Physician 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. Physician may be required to undertake education regarding documentation and coding at Physician's expense.

ii. Claims Review. Physician 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. Physician 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.

iv. Incentive Compensation Forfeiture. Physician may be declared ineligible for any accrued, unpaid incentive compensation pursuant to Section 4.b. of this Agreement.

e. Books/ Records Availability/ Retention. In accordance with Section 1861(v)(1)(I) of the Social Security Act, and the implementing regulations, Physician shall make available upon written request from the Secretary of the Health and Human Services, the Comptroller General, the Hospital or agents of any of them, this Agreement and the books, documents and records of Physician necessary to certify the nature and extent of the costs related to the Physician for performance of this Agreement. Such books, documents and records shall be preserved for six (6) years after the furnishing of services by Physician 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 Physician's books, documents and records for Physician's services ("Books") as are necessary to certify the nature and extent of such costs.

ii. Audit/Notice. If Physician is asked to disclose any Books relevant to this Agreement for any audit or investigation, Physician shall immediately notify the District of the

nature and scope of such request.

iii. Ownership. All the Physician'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 Physician relative to Physician's services for the District and District shall make such records reasonably available to Physician upon request

f. Confidentiality. Physician shall maintain the confidentiality of all patient care information and of all District and Hospital Facilities business and financial data, patient lists, and other trade secrets and confidences. Physician shall follow appropriate procedures to ensure that patient confidentiality rights are not abridged in accordance with applicable state and federal confidentiality laws and regulations. Physician 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 Physician knows are not under any obligation to refrain from divulging such information.

12. PHYSICIAN WARRANTIES. Physician represents and warrants as of the Commencement Date and during the term that:

a. Physician is a doctor of medicine, duly licensed and in good standing, without restriction, as a physician in the State of Nevada.

b. Physician holds a DEA permit with respect to controlled substances, and the permit is in good standing and without restrictions.

c. Physician 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. Physician will abide by all procedures, practices and administrative regulations promulgated by Medicare and Medicaid.

d. Physician will maintain the Nevada license to practice medicine, the DEA permit and Medicare and Medicaid practice eligibility in good standing, without restriction or challenge.

e. Physician is familiar with and shall be subject to, comply with, and abide by all policies, procedures, rules, regulations, guidelines, protocols, and requirements of the District, and the bylaws, rules and regulations of the District's medical staff, as amended from time to time.

f. Physician will cooperate with, and carry out any corrective action recommended as a result of, any and all internal and external audits conducted by the District to promote regulatory compliance.

g. Physician 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.

h. Physician will provide services under this Agreement in compliance with all

applicable federal and state laws, regulations, rules and standards, including the Medicare Conditions of Participation applicable to the District.

i. Physician will comply with and promote Physician's daily interaction with District patients in accordance with the quality standards developed by the District administration, and willfully 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.

j. Physician 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 Physician.

k. Physician will perform all Practice Specialty and Call responsibilities without default or without instigating, initiating or perpetuating interpersonal conflict with other physicians.

l. Physician will maintain in good standing both appointment to the active category of the professional staff of District and all clinical privileges relevant to the providing of Practice Specialty services.

m. Physician will maintain eligibility and insurability for professional liability insurance through the District's carrier.

n. Physician 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.

o. Physician will maintain national board certification (including recertifications as applicable) in Practice Specialty medicine.

p. Physician must notify District in writing within five (5) business days of receipt of notice of any investigation by or of Physician which could result in: (i) loss, restriction or suspension of Physician's license to practice medicine in the State of Nevada and Physician's DEA permit; (ii) exclusion from participation in Medicare, Medicaid, or under any third-party payer or managed care company; (iii) loss of Physician's insurability for professional liability insurance or, (iv) any action that is threatened, initiated or taken against Physician by any other health care facility provider or organization

13. NON-DISCRIMINATION. Physician 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.

Physician shall not discriminate against any patient, District employee, District contractor or any other individual the Physician comes into contact with by reason of the duties performed pursuant to this Agreement because of race, color, ethnicity, creed, national origin, religion, age,

sex, sexual orientation, marital status, veteran's status, political affiliation or disability (including AIDS and related conditions).

14. ADDITIONAL INSTRUMENTS. Physician shall, from time to time and as often as requested by District execute an addendum to this Agreement governing Physician'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 Physician to execute such addendum upon request shall result in immediate termination of this Agreement.

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

16. Immunity. To the extent the services provided by Physician 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 Physician with the protections and immunity from liability granted such peer review activities pursuant to Nevada Revised Statutes.

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

18. Referrals. District may require Physician to refer certain services or items to Hospital subject to certain limits as stated in 42 CFR 411.354(d)(4).

19. Independent Judgment. Nothing contained in this Agreement or in any other agreement between the District and Physician shall be interpreted to prescribe Physician'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. Physician shall have complete control over the diagnosis and treatment of patients and District shall not exercise any direct supervision or control over the individual treatment of any patient. Physician's treatment and diagnosis of patients must be consistent with any rules and regulations promulgated by District dealing with the general treatment of patients.

20. Termination. This Agreement and the employment of Physician 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) **Denial of Application.** Denial of Physician's application for renewal of active professional staff appointment for full clinical privileges at Hospital.

(ii) **Professional Staff Matters.** Termination, restriction or suspension of any of Physician's clinical privileges or professional staff appointment in accordance with District's medical staff bylaws, medical staff rules and regulations, Hospital and Clinic policies and procedures and the personnel handbook relevant to professionals.

(iii) **License.** Denial, termination, restriction, or suspension of Physician's license to practice medicine in the State of Nevada, Physician's DEA permit, or Physician's right of participation in Medicare, Medicaid, or any provider panel designated pursuant to this Agreement.

(iv) **Professional Liability Insurance.** Termination of the professional liability insurance covering Physician's practice pursuant to this Agreement.

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

(vi) **Disability or Death.** Disability of Physician which cannot be reasonably accommodated, or Physician's death.

(vii) **Criminal Charge/Conviction.** Charge or conviction of any crime punishable as a felony or conviction of a gross misdemeanor or misdemeanor crime involving moral turpitude.

(viii) **Hospital Closure.** Closure of the Hospital 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 Physician 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 Physician may, by written notice to the other party, terminate this Agreement without cause ninety (90) days after the giving of such written notice.

e. Mutual Agreement. The District and Physician 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 Physician under this Agreement shall terminate except: (i) District shall compensate Physician for services performed by the Physician for which compensation is due but has not been

received; (ii) in the event Physician is indebted to District for amounts due under this Agreement or other obligations between the parties, District may offset such indebtedness against any amounts due Physician from the District; and, (iii) the records access and retention of files (section 11.e.), the confidentiality (section 11.f.), the non-competition covenant (section 21), and the release (section 22) 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 medical staff bylaws, medical staff rules and regulations, Hospital and Clinic policies and procedures and the personnel handbook relevant to professionals. Unless otherwise mutually agreed, termination of this Agreement automatically terminates Physician's professional staff appointment and all clinical privileges at the Hospital, without hearing or review.

21. Covenant not to Compete. Physician, for and in consideration of the compensation and benefits herein, agrees that for a period of one (1) year from and after the termination of this Agreement, Physician 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), either personally, or 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 Specialty services, or (ii) solicit or accept employment to perform Practice Specialty 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 Physician 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.

22. Release. Upon any termination under this Agreement and upon acceptance of all compensation for services performed, the Physician 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 Physician's providing of services under this Agreement.

23. General Provisions. The general provisions attached hereto as **Exhibit "A"** are made a part of this Agreement and are incorporated herein by reference.

[Remainder of this page intentionally left blank]

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 set opposite their respective signatures.

PHYSICIAN: Name: Trenton Argyle, DO
Signature: _____
Date: _____

HOSPITAL: Name: Tim Powers
Title: Chief Executive Officer
Signature: _____
Date: _____

**EXHIBIT "A":
TO
AGREEMENT FOR PHYSICIAN EMPLOYMENT:
GENERAL PROVISIONS**

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

B. 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.

C. ASSIGNMENT. This Agreement relates to the performance of services by Physician and shall not be transferred or assigned by Physician 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.

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

E. 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.

F. COMPLIANCE WITH LAW-DISTRICT POLICIES. In the performance of services pursuant to this Agreement, there shall be compliance by District and Physician with all applicable laws, regulations and rules, and Physician 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.

G. CONSTRUCTION. Whenever the context of this Agreement requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural. 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. 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.

H. 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.

I. DEFINITIONS/TERMS. The capitalized terms used in this Agreement with reference to HIPM 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) "Physician" shall include, when the context requires inclusion, all Physician associates, subcontractors and agents of Physician used to provide services or carry out Practice Specialty services under this Agreement; and (ii) "Administrator" refers to the District/Hospital chief executive officer or chief operating officer and, when the context requires, shall include the designee or appointee of the Administrator. References to "days" refer to calendar days, unless stated otherwise, and reference to a "business days" 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.

J. DISPUTE RESOLUTION. Any controversy, claim or dispute relating to this Agreement or Physician services concerning a non-medical Issue shall be the subject of informal discussions between Physician and the Hospital Physician Services Director. If no agreement can be reached between Physician and Physician Services Director, the decision of the Physician Services Director may be referred to the Administrator for a decision. Any questions or disagreements concerning standards of professional practice or the medical aspects of the services furnished by Physician shall be referred to a peer or peer group (up to three (3) persons) of qualified medical professionals selected by the Physician and the Administrator, which peer or peer group will recommend a resolution of the matter to the Administrator. If Physician is dissatisfied in either case with the decision of the Administrator, then upon the written request of Physician submitted to the Administrator on or before the expiration of five (5) working 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 District's Board of Trustees 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.

K. ELECTRONIC COMMUNICATION. Physician consents to and allows District to initiate electronic communications (whether by email, facsimile, or other mode) to Physician and to respond to electronic communications from Physician via electronic communication. The consent extends to initiation of electronic communications with, and the electronic response to communications 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 communications. Physician acknowledges and assumes the risk that electronic communications 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.

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

M. FEES AND COSTS. Each party shall pay their respective costs of dispute resolution under section J 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. Such payment shall be made immediately following dismissal of the case or upon entry of judgment. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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 Physician, 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 Physician. 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 8 herein.

S. 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.

T. REVIEW OF AGREEMENT. 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.

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 Physician may not reside in Humboldt County, Nevada, Physician 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
AGREEMENT FOR PHYSICIAN EMPLOYMENT:
BENEFITS

This is a benefits overview. Human Resources Department will provide a copy of current policies for full-time employee benefits offered by Hospital.

Benefit	Eligibility	Description	Who Pays
Group Health Insurance	Full Time only. Effective date of Hire. Caution: The only other time to enroll on plan is during Open Enrollment or if change in family status occurs.	\$750 deductible, 80%/20% co-insurance, \$4000 max out of pocket \$25.00/\$50.00 Co-pay	HGH & Employee
Group Health Insurance HSA	Full Time only. Effective date of Hire. Caution: The only other time to enroll on plan is during Open Enrollment or if change in family status occurs.	\$3,000 deductible \$3,000 max out of pocket	HGH & Employee
Dental Insurance	Full Time only. Effective date of Hire. Caution: The only other time to enroll on plan is during Open Enrollment or if change in family status occurs.	\$25 deductible, 90%/10% co-insurance, \$2,000 maximum annual benefit, 50% to \$1000 Orthodontia Lifetime Max	HGH & Employee
Vision Insurance	Full Time only. Effective date of Hire. Caution: The only other time to enroll on plan is during Open Enrollment or if change in family status occurs.	\$10 Copay Annual exam, \$130 benefit toward lenses, Frame every 24 months, Contacts every 12 months.	HGH & Employee
Paid Time Off (PTO)	Accrues from date of hire.	To be used for vacation, holidays and short-term illness/injury. Accrual rate 9.23 per pay period. Maximum accrual is 240 hours.	HGH
Group Basic Life Insurance	Effective Date of Hire.	Group life insurance is provided by HGH for all employees who work 30 or more hours per week. Coverage is \$40,000 Life Insurance policy (there is a reduction in life insurance benefit at age 65)	HGH
Employee Assistance Program	Effective immediately	Confidential, short-term, professional counseling service for employees and family members.	HGH

Employee Wellness Programs	Effective immediately	No cost health assessments for all employees. Wellness program offered.	HGH
*Retirement Program	Full time and part time employees only are eligible for retirement.	Social Security is not withheld. As a County Hospital District, contribution is paid to the Public Employees Retirement System (PERS). Employees have the option to choose (1) full Employer paid or (2) the Employee/Employer contribution plan. Under the Employer paid plan, the employee's salary is reduced and the employer pays the full contribution (currently 29% of eligible earnings). Under the Employee/Employer plan, the employee and employer share in the contribution to PERS (currently 15.25% each of eligible earnings). Under the Employee/Employer plan, if an employee terminates before becoming vested in the retirement system (5 years), the employee may withdraw contributions he/she has paid into the system.	HGH & Employee
*All benefit plans are subject to change based on plans available, renewal rates and Board approval.			

BALANCED SCORECARD FOR DR. ARGYLE

— HUMBOLDT GENERAL HOSPITAL —

MISSION To be helpful and care for those in need. **Values** ICARE (Integrity, Compassion, Accountability, Respect, Excellence)

	KEY PERFORMANCE INDICATORS	TARGETS	Notes
	Chart Completion	100% of Chart Completion within 48 hours of visit	
	New Patient Visits	Avg 20 New Patient visits / month	
	Visits Per Day	> 15 - 20 visits/day after 1st year	
Quality Measures	Overall patient satisfaction	>75 %	Utilize CG-CAHPS Surveys
	Cervical Cancer Screening	<p>% of women 21-64 years of age who were screened for cervical cancer using either of the following criteria:</p> <p>* Women age 21-64 who had cervical cytology performed every 3 years</p> <p>* Women age 30-64 who had cervical cytology/human papillomavirus (HPV) co-testing performed every 5 years</p> <p>Goal = 80 %</p>	
	Breast Cancer Screening	<p>% of women 50-74 years who had a mammogram to screen for breast cancer in the 27 months prior</p> <p>Goal = 90%</p>	
	Osteoporosis Screening	<p>% of female patients 50 to 64 years of age without select risk factors for osteoporotic fracture who received an order for a dual-energy x-ray absorptiometry (DXA) scan during the measurement period</p> <p>Goal = 90%</p>	
	Colon Cancer Screening	<p>% of adults 50-75 years of age who had appropriate screening for colorectal cancer</p> <p>Goal = 75%</p>	
Citizenship	Hospital Committee	Sit on at least 1 Hospital Committee	
	Medical Staff	Participate in >75% of Medical Staff Meetings	
	Community Outreach	Sports Physical and Car Seat Safety Fair; other activities as available	
Giving Back	Teaching Residents	Provide teaching opportunities to residents	
	Recruitment of Providers	Be available and willing to recruit providers as needed	