

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

APRIL 26, 2022

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE ROOM

Michelle Miller - Chairperson
Alicia Cramer - Vice-Chairperson
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 April 26, 2022
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 1-872-256-8790 - Access Code 681-152-330

Videoconference (press ctrl + click): [Click here to join the meeting](#)

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. TRUSTEE COMMENT

(No action may be taken upon a matter raised under this section.)

D. 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
2. Administration report
 - a) CEO report – Robyn Dunckhorst
 - b) Financial update – Kim Plummer

E. 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

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

April 26, 2022

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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: March 22, 2022.

Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Jonathan Bold, MD, Consulting-Teleradiology; Tina Carbone, APRN-CNP, Allied Health-Advanced Practice Registered Nurse; Landon Mouritsen, CRNA, Allied Health-Anesthesia; and, George Rodway, PhD, APRN-CNP, Allied Health-Sleep Medicine.

Warrants disbursed - Monthly expenditures and Quality report summary

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. The general public has the opportunity to comment after each item on the agenda on which action may be taken is discussed by the Board, but before the Board takes action on the item. Public comment is generally limited to three (3) minutes per person.)

1. Hospital District / request for approval of employment agreement with Robyn Dunckhorst for Chief Executive Officer position / Board
2. Hospital Administration / request for approval of agreement with Humboldt County to provide certain professional medical services for inmates of the Humboldt County detention facility / CEO-Administration
3. Hospital Administration-EMS / request for approval to purchase a new ambulance vehicle / EMS Director-Administration
4. Hospital Administration-Radiology / request for approval to purchase a Canon Aplio i700 prism ultrasound system for the sum of \$206,893 and a four-year maintenance service agreement for \$38,376 / Radiology Manager-Administration

G. TRUSTEE COMMENTS-STAFF REPORTS

(This period is designed 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

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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 1-872-256-8790 and using access code 681-152-330; or, (ii) videoconference by clicking on the link above or entering https://teams.microsoft.com/join/19%3ameeting_NWUwYzExMWltYmNkMy00YTFjLTlkOGQtZmJiZDIzNDYxOGYx%40thread.v2/0?context=%7b%22id%22%3a%2252721390-7ff3-4e39-9f39-551adc05949b%22%2c%22oid%22%3a%22a892099c-ae15-4e25-91bf-c80a32bce46e%22%7d in a web browser; or (iii) in-person at the scheduled location listed above. Questions about remote access may be submitted by emailing adminoffice@hghospital.org.

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 1-872-256-8790 and using access code 681-152-330; or, (iii) by clicking on the link above; or (iii) entering the link described in the preceding paragraph 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.

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

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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.

EMS Department Update

- International Women's Day Photo, was shared internationally over several social media platforms.
- Amkus Rescue Tools demo
- A Paramedic has successfully completed the field training period and has begun operating independently.
- Quarterly car seat check point was held at parking lot near convention center with good turnout.



HGH
Humboldt General Hospital

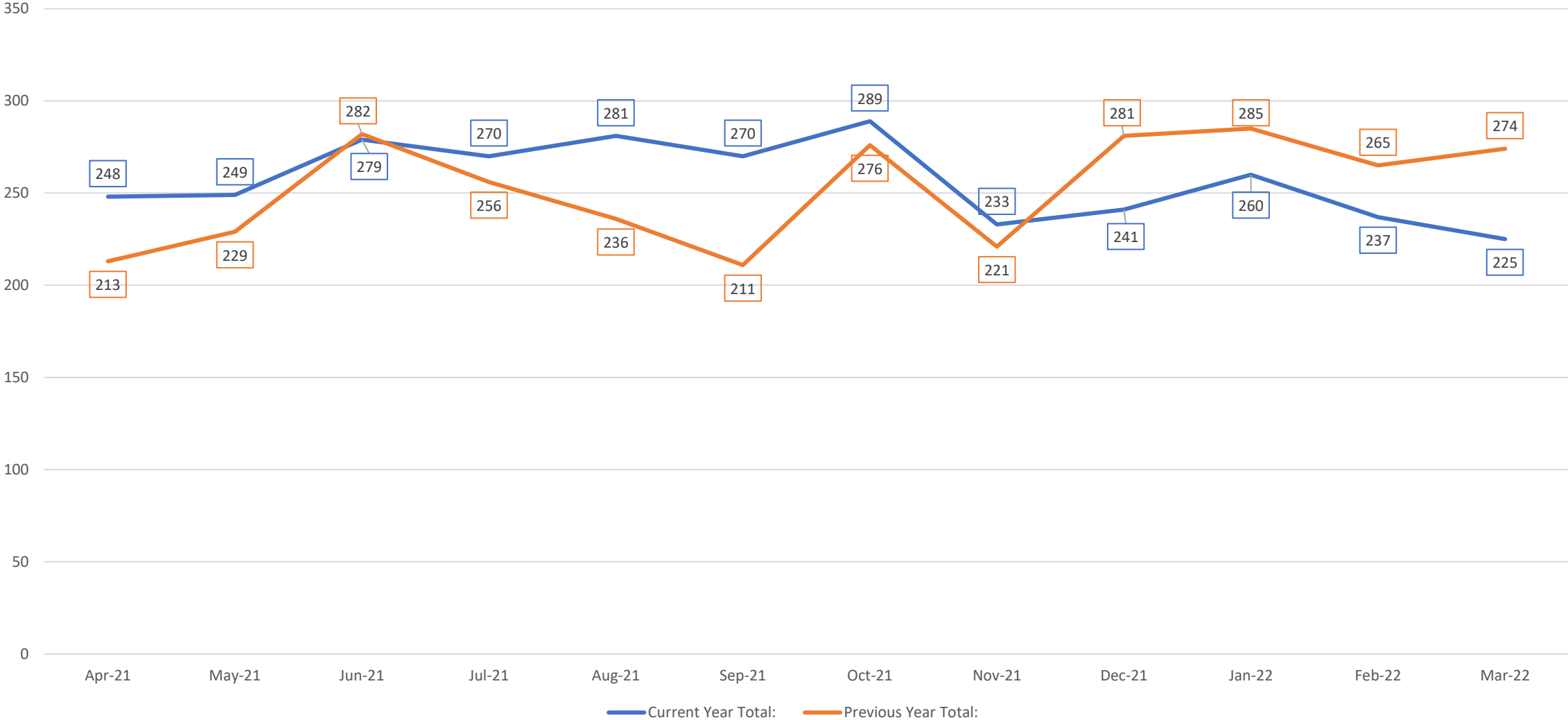
EMS Fleet Status—Command/Support Vehicles

Year	Make	Model	Current Mileage	Previous Mileage	Mileage Change	Operational Status
2009	Ford	Crown Vic	205,168	204,932	236	Fully operational
2016	Dodge	Durango	103,963	101,669	2,294	Fully operational
2010	Ford	Explorer	51,166	50,045	1,121	Fully operational
2015	Dodge	3500	36,737	36,737	0	Transmission Problems. Awaiting Parts for repair
				Total:	3,651	

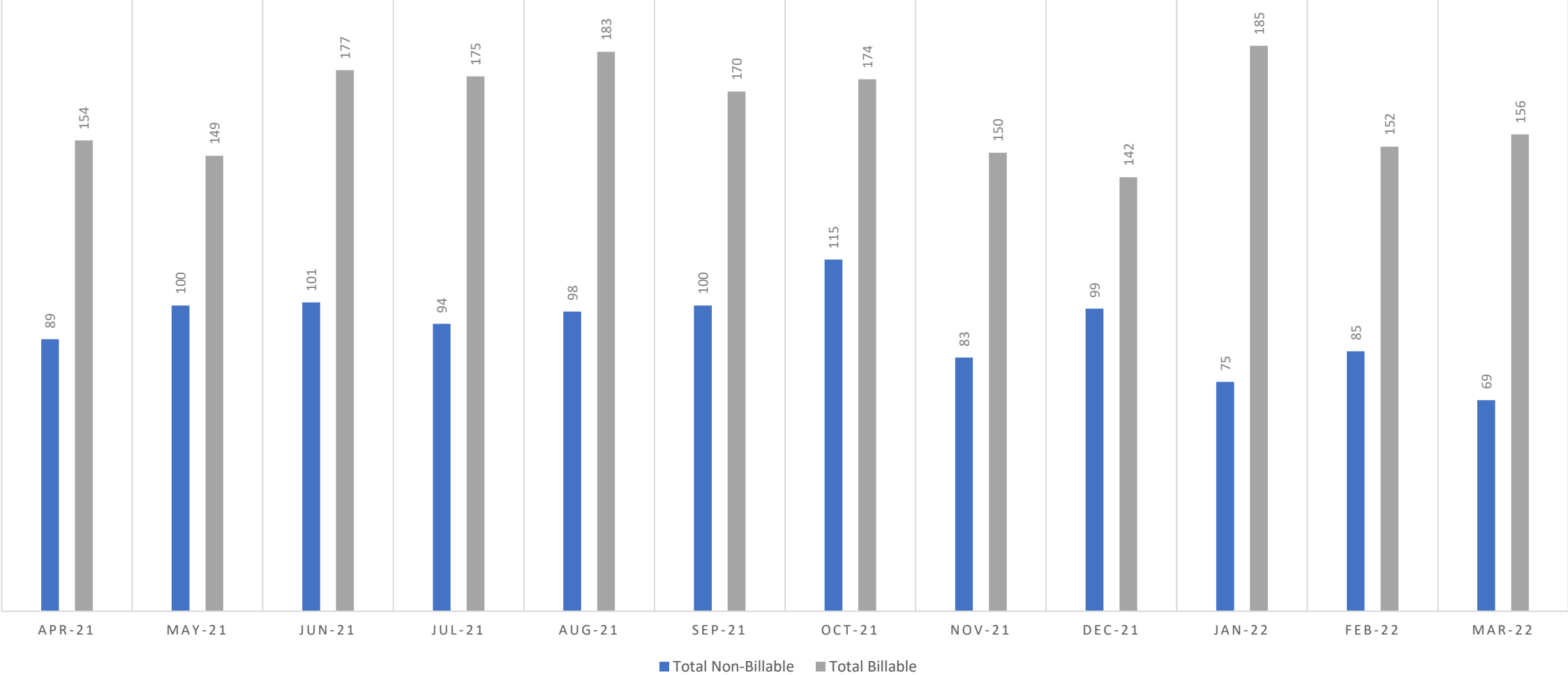
EMS Fleet Status—Ambulances/Rescue

Unit	Year	Make	Model	Current Mileage	Previous Mileage	Mileage Change	Designation/Use	Operational Status
M1	2018	Dodge	5500	70,507	69,865	642	Winnemucca Ambulance	O.O.S. 4x4 issues
M2	2018	Dodge	5500	71,006	70,834	172	Winnemucca Ambulance	Fully operational
M3	2017	Dodge	5500	103,848	102,010	1,838	Winnemucca Ambulance	Fully operational
M4	2015	Freightliner	Truck	449,558	445,052	4,506	Interfacility transfers	Fully Operational
M6	2001	Ford	F-350	228,271	228,271	0	Back-up/Stand-by's	Fully operational
RA11	2010	Spartan	Rescue	60,794	60,662	132	Rescue Ambulance	Fully operational
R12	2016	SVI	Rescue	7,009	6,676	333	Heavy Rescue	O.O.S. for ABS Sensor
9802	2019	Ford	F-450	33,342	32,942	400	Orovada Ambulance	Fully operational
2636	2020	Ford	F-450	13,823	11,264	2,559	Winnemucca Ambulance	Fully operational
D6	1996	Ford	E-350	78,211	78,197	14	Stand-by's, off road calls, pulls UTV	Fully operational
						Total:	10,596	

TOTAL RUNS BY MONTH



NON-BILLABLE VS BILLABLE RUNS BY MONTH



Standby/Outreach Events

9 Events covered in the month of March

Standby events

- 5 - Ranch Hand Rodeo Events
- 2 - Motocross Events

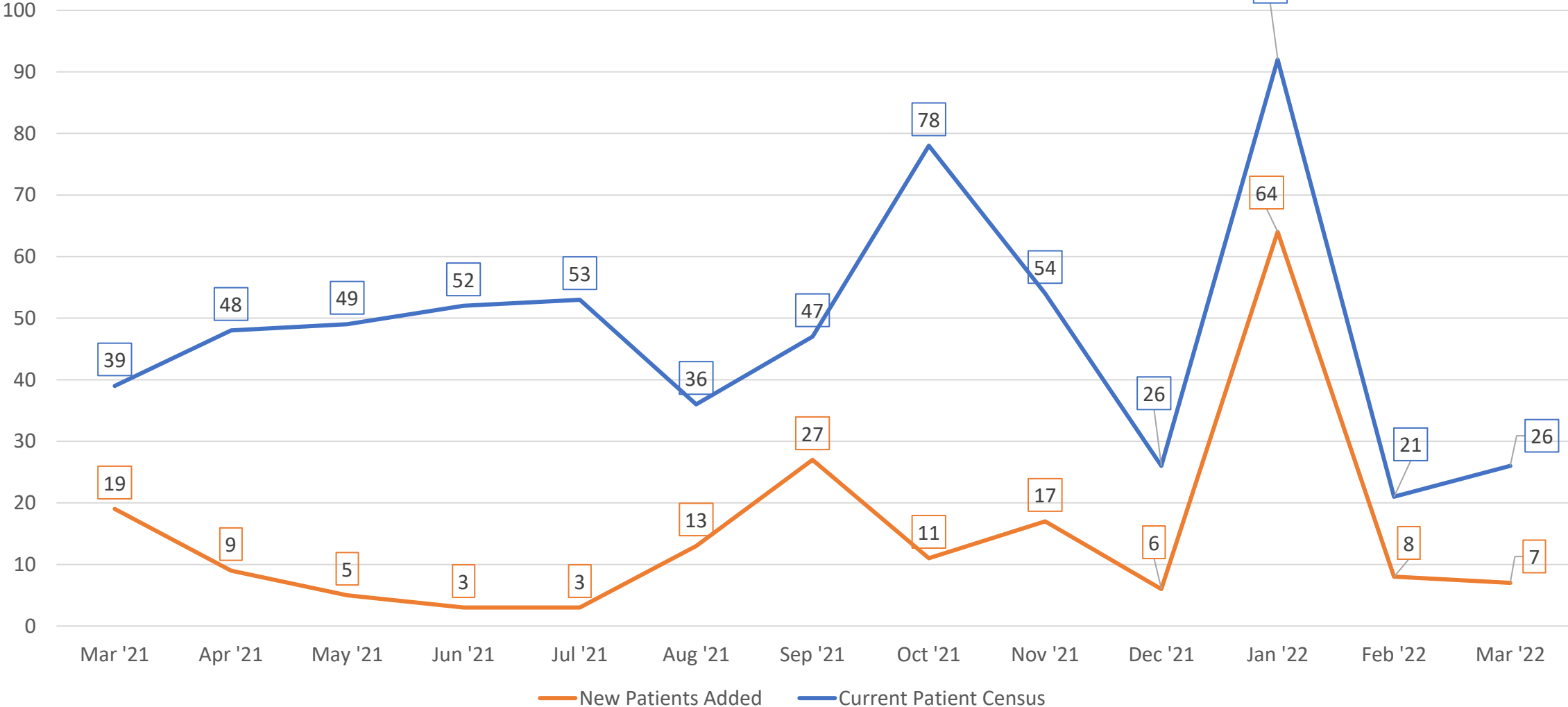
Outreach Events

- Car Seat Check Point
- Senior Center BP Checks

Standby's – A standby is added whenever EMS is asked to standby at an event with an ambulance to provide onsite medical coverage (Drag Races, Race-Track, Football, ...)

Community Outreach – A community outreach is an event that is designed to provide education to the community, showcase our equipment, demonstrate skills or abilities of our department , or is aimed at community engagement.

Community Paramedic Patient Volume





Humboldt General Hospital

MISSION

To be the leading provider of exceptional healthcare in rural Nevada

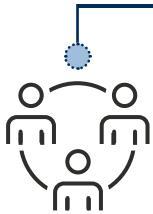
VISION

To exceed expectations for every patient, every employee. Every time.

VALUES

Integrity, Compassion, Accountability, Respect, Excellence

2022 STRATEGIC PLAN



PEOPLE

- Decrease overall turnover rate by 5%
- Decrease use of contract labor/travelers by 50%
- Manager implementation of improvement plans will be 100%
- Employee participation in the annual engagement survey will be 72%
- Total employee engagement score will be 4 out of 5
- Establish development plans for all leaders



SERVICE

- Increase willingness to recommend score to 65%
- Expand Walk-In Clinic hours of operation
- Expand behavioral health services
- Implement Press Ganey patient survey
- Complete pharmacy improvements
- Increase number of community events by 10



QUALITY

- Progression toward DNV accreditation will be 50%
- Complete installation of wireless upgrade throughout the hospital
- Improve hospital IT infrastructure to a confidence level of 95%
- Complete phase 1 for accreditation for the Rural Health Clinic
- Progression toward EMS accreditation will be 30% complete



GROWTH

- Meet or exceed 66 Mako total joint procedures
- Increase deliveries by 5% and gynecology procedures by 25%
- Increase ground transports by 25
- Open mobile Cath Lab or establish funding source for permanent structure
- Develop strategic relationships with area businesses
- Create long-range master facility plan



FINANCE

- Increase days cash on hand by 10%
- Decrease DNFB (discharged, not final billed) by 20%
- Decrease days in accounts receivable by 20%
- Establish new EMS billing system
- Fully develop current and upcoming services within Cerner

**HUMBOLDT GENERAL HOSPITAL
STATEMENTS OF NET POSITION
MARCH 31, 2022**

		ACTUAL 3/31/2022	AUDITED 6/30/2021
ASSETS:			
CURRENT ASSETS			
	CASH AND CASH EQUIVALENTS	\$ 11,328,725	\$ 25,281,887
	ACCOUNTS RECEIVABLE, NET	23,172,450	20,726,541
	OTHER RECEIVABLES	2,334,061	4,327,832
	INVENTORY	2,305,195	2,374,679
	PREPAIDS	1,144,010	1,406,676
	TOTAL CURRENT ASSETS	40,284,441	54,117,615
NONCURRENT ASSETS			
	CASH AND CASH EQUIVALENTS, LIMITED TO USE	1,155,187	945,571
	CAPITAL ASSETS, NET OF DEPRECIATION	53,176,489	53,576,831
	TOTAL NONCURRENT ASSETS	54,331,676	54,522,402
DEFERRED OUTFLOW OF RESOURCES			
	PENSION DEFERRED OUTFLOWS	8,139,624	8,139,624
	TOTAL ASSETS	\$ 102,755,741	\$ 116,779,641
LIABILITIES:			
CURRENT LIABILITIES			
	ACCOUNTS PAYABLE	\$ 3,852,425	\$ 3,390,119
	ACCRUED PAYROLL	2,890,839	2,992,792
	OTHER CURRENT LIABILITIES	374,570	5,259,566
	TOTAL CURRENT LIABILITIES	7,117,834	11,642,477
LONG TERM LIABILITIES			
	NOTE PAYABLE	2,381,669	-
	NET PENSION LIABILITY	31,605,575	31,605,575
	TOTAL LONG TERM LIABILITIES	33,987,244	31,605,575
DEFERRED INFLOW OF RESOURCES			
	PENSION DEFERRED INFLOWS	1,827,400	1,827,400
	DEFERRED REVENUE- CARES ACT	242,152	-
	DEFERRED REVENUE HELMSLEY	209,393	-
	DEFERRED REVENUE- PENNINGTON FOUNDATION	945,571	945,571
	TOTAL DEFERRED INFLOW OF RESOURCES	3,224,516	2,772,971
	TOTAL LIABILITIES	44,329,594	46,021,023
FUND BALANCE:			
	NET POSITION	58,426,147	70,758,618
	TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 102,755,741	\$ 116,779,641

HUMBOLDT GENERAL HOSPITAL
STATEMENT OF PROFIT AND (LOSS)
FOR THE PERIOD ENDING 03/31/2022

PRIOR YR		BUDGET		ACTUAL				ACTUAL		BUDGET		PRIOR YR
\$2,887,745		\$3,695,266		\$2,880,701		INPATIENT REVENUE		\$25,570,112		\$30,265,779		\$23,920,061
6,595,713		6,925,183		7,043,026		OUTPATIENT REVENUE		49,104,877		56,721,835		48,218,365
316,770		545,825		424,352		LTC		3,744,702		4,759,883		4,290,329
766,491		785,263		(3,035,851)		CLINIC REVENUE		4,070,498		6,519,943		5,311,663
10,566,720		11,951,537		7,312,228		TOTAL PATIENT SERVICE REVENUE		82,490,189		98,267,441		81,740,418
(2,075,449)	-20%	(4,289,663)	-36%	(4,631,254)	-63%	CONTRACTUAL ADJUSTMENTS	-45%	(36,912,746)	-39%	(38,602,154)	-35%	(28,662,943)
(1,408,671)	-13%	(791,471)	-7%	(1,907,634)	-26%	BAD DEBT	-7%	(6,155,041)	-7%	(7,123,243)	-11%	(9,326,945)
(3,484,121)		(5,081,134)		(6,538,888)		TOTAL DEDUCTIONS FROM REVENUE		(43,067,787)		(45,725,396)		(37,989,887)
7,082,599		6,870,402		773,340		NET PATIENT SERVICE REVENUE		39,422,401		52,542,044		43,750,531
132,589		42,689		118,295		OTHER OPERATING REVENUE		352,804		383,847		426,839
7,215,188		6,913,092		891,635		TOTAL OPERATING REVENUE		39,775,206		52,925,891		44,177,369
						OPERATING EXPENSES						
2,126,972		2,370,789		2,453,360		SALARIES		22,751,945		20,954,714		18,665,997
558,833		650,865		693,170		BENEFITS		5,986,804		5,752,808		4,643,167
427,842		156,426		170,826		CONTRACT LABOR		1,531,795		1,382,604		1,428,964
250,947		910,640		612,156		SUPPLIES MEDICAL		5,426,790		8,048,884		5,203,098
1,116,181		1,035,572		1,047,310		PURCHASED SERVICES		10,451,016		9,320,151		10,263,570
366,514		190,456		77,268		SUPPLIES & SMALL EQUIPMENT		1,182,998		1,683,389		1,737,668
119,375		128,677		207,497		REPAIRS AND MAINTENANCE		1,570,667		1,158,095		1,264,351
64,923		40,300		18,683		RENTS AND LEASES		362,242		362,696		316,618
49,940		62,325		44,422		INSURANCE		403,589		560,928		412,144
82,301		63,617		86,786		UTILITIES		716,310		572,553		582,530
533,271		520,409		494,384		DEPRECIATION		4,513,770		4,683,685		4,881,512
22,530		31,818		4,702		TRAVEL & MEALS		138,924		286,359		114,226
121,302		135,302		98,667		OTHER EXPENSE		1,101,103		1,217,720		757,832
5,840,931		6,297,197		6,009,231		TOTAL OPERATING EXPENSES		56,137,953		55,984,586		50,271,676
1,374,257		615,894		(5,117,596)		NET OPERATING INCOME/(LOSS)		(16,362,747)		(3,058,694)		(6,094,307)
						NON-OPERATING REVENUE/(EXPENSES)						
4,985		25,114		(31,496)		INTEREST INCOME		(57,526)		226,028		97,349
236,334		417,550		514,062		TAXES		4,166,274		3,757,950		4,214,514
(4,515)		68,417		0		DONATIONS		(9,600)		615,750		(27,166)
0		0		0		OTHER INCOME		0		0		8,463
(554,101)		0		(619)		CERNER CLEARING		(68,872)		0		(464,751)
0		(0)		0		SUBSIDIES		0		(0)		2,610,467
(317,297)		511,081		481,947		TOTAL NON-OPERATING REVENUE/ (EXPENSE)		4,030,276		4,599,728		6,438,874
\$1,056,960		\$1,126,975		(\$4,635,649)		NET INCOME/(LOSS)		(\$12,332,471)		\$1,541,034		\$344,568
\$1,590,231		\$1,647,385		(\$4,141,265)		EBIDA		(\$7,818,701)		\$6,224,719		\$5,226,080

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

March 31, 2022-- FISCAL YEAR 2022

ACCOUNTS FOR:	G/L ACCT. #:	LOCATION HELD:	ACCOUNT.#:	BALANCES:
Cash Drawers	10100	Safe/Business Office/Clinics	Cash Drawers(12)	2,975
General Fund Checking	10000	Wells Fargo Bank	3828	(831,906)
Tax Account	10005	Wells Fargo Bank	925	16,611
Payroll Checking	10010	Wells Fargo Bank	3836	(36,203)
General Fund Investment	10020	Wells Fargo Bank	6671	945,794
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	3,960
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,967
SNF Patient Trust	10035	Wells Fargo Bank	0021	22,855
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,866
Investment Trust	10030	Wells Fargo Bank	6500	10,538,613
LGIP Savings	10025	NV State Treasurer	#xxxGHO	1,799,380

HGH TOTALS: 12,483,912

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:

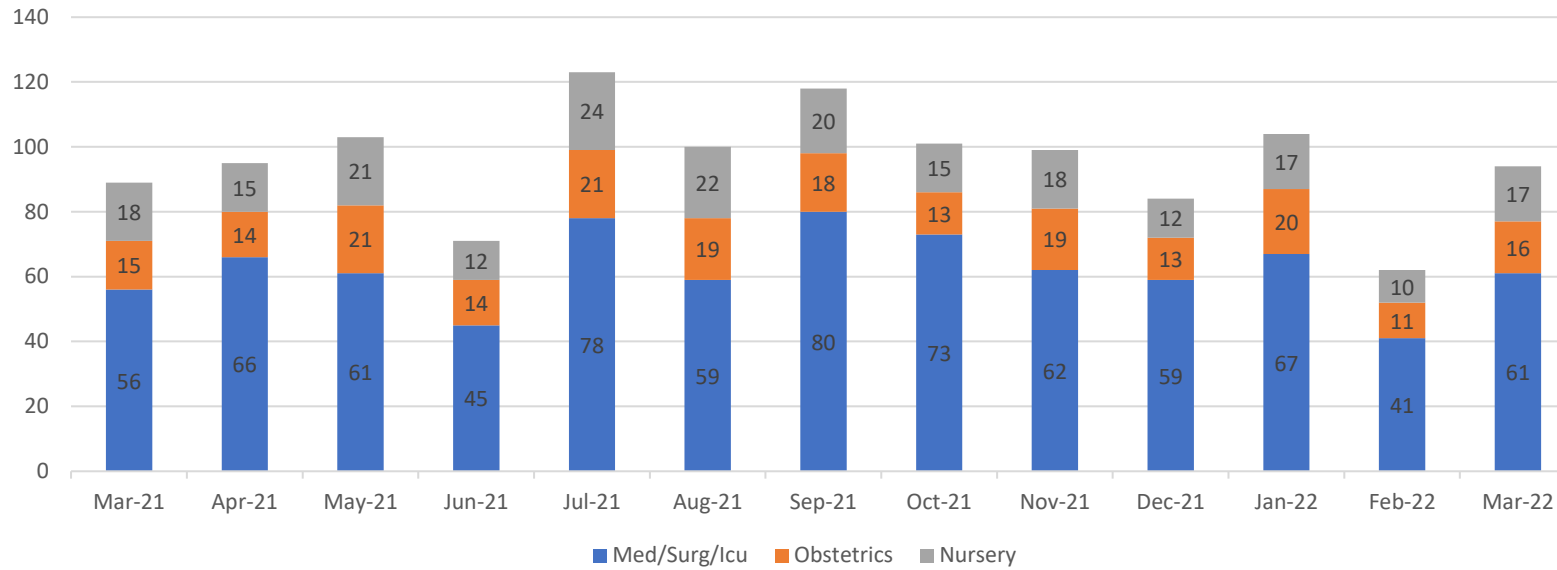
Kim Plummer, CFO

STATS



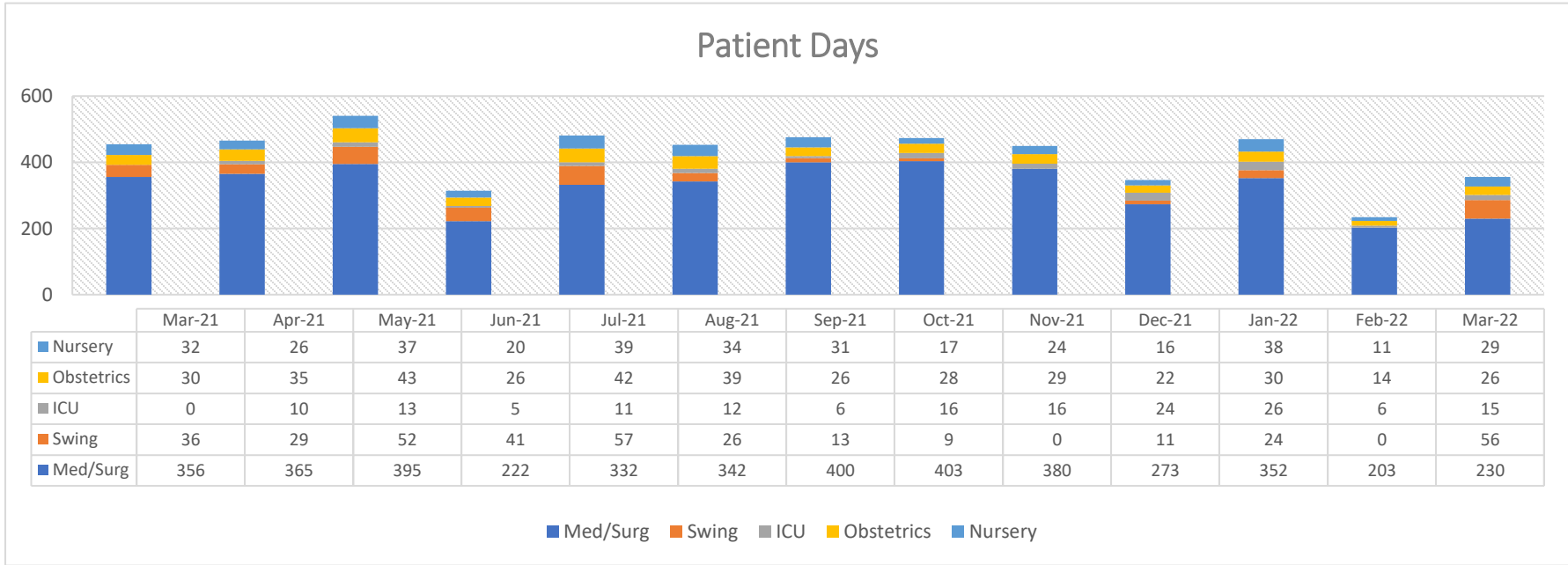
Humboldt General Hospital

Admits



Humboldt General Hospital

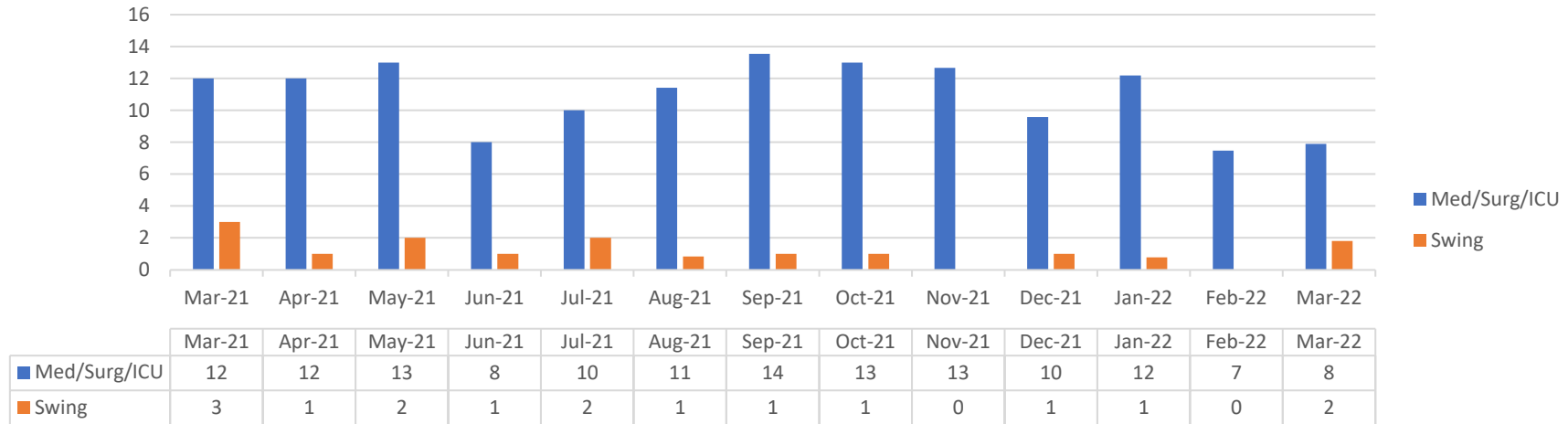




Humboldt General Hospital



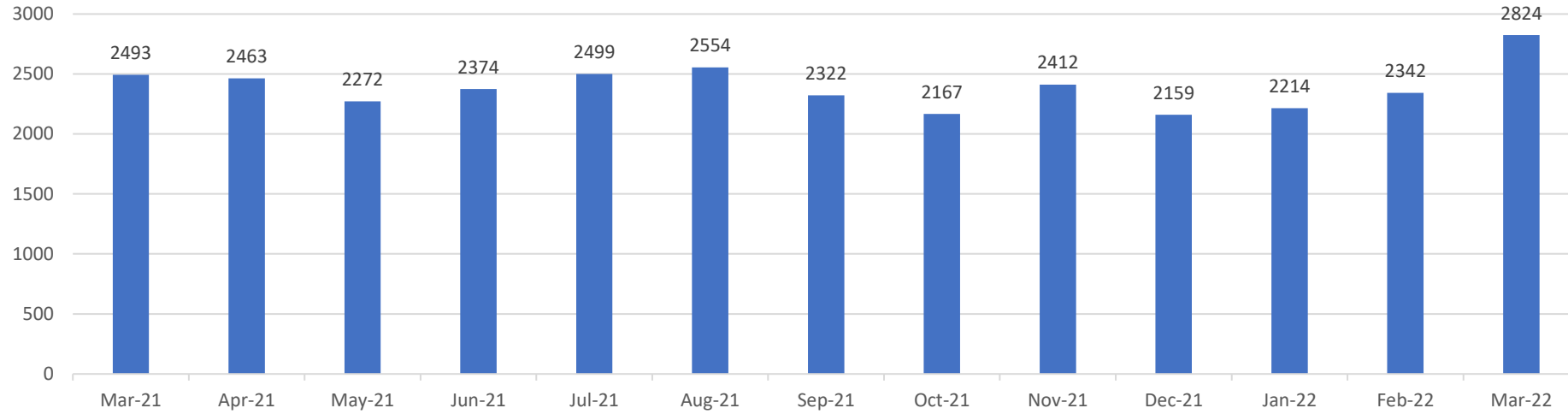
Daily Average Census



Humboldt General Hospital

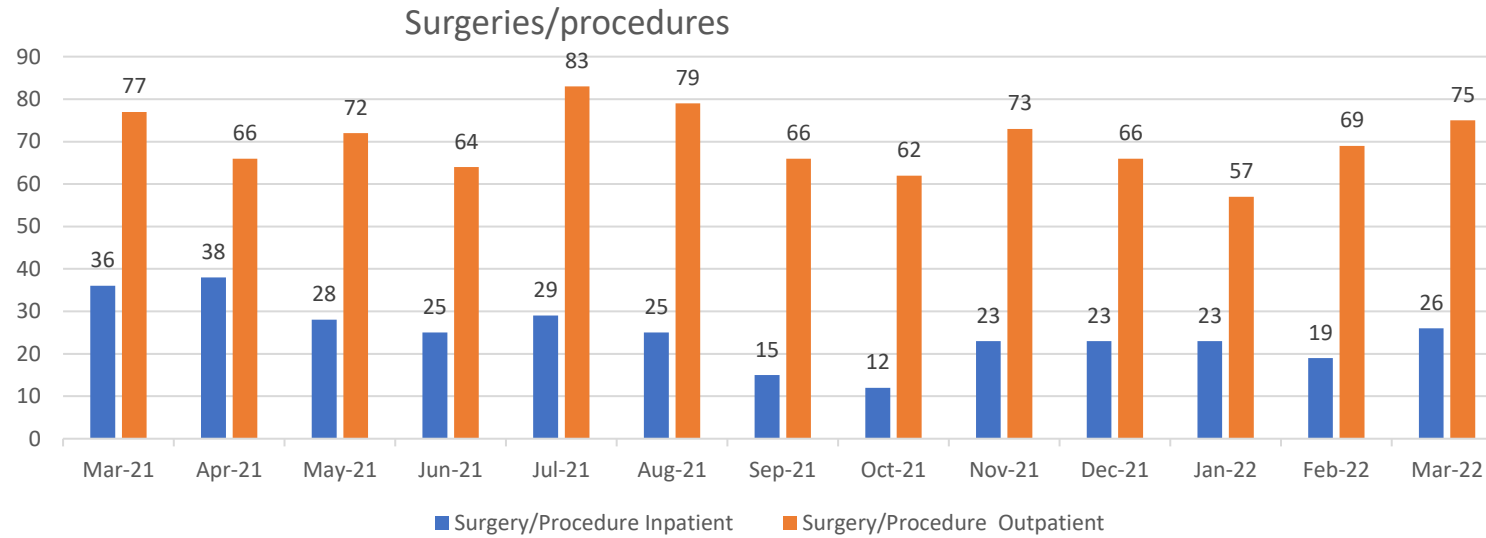


Clinic Visits



Humboldt General Hospital





Humboldt General Hospital



Surgeries			
Class	IP	OP	Total
C-Section	5	0	5
Cardiology	0	1	1
General	7	7	14
GYN	0	4	4
ORTHOPEDIC	6	10	16
Podiatry	0	7	7
Otorhinolarngology	0	3	3
Pain Management	0	1	1
Urology	2	3	5
Grand Total	20	36	56

Procedures			
Class	IP	OP	Total
Colonoscopy	2	29	31
EGD	4	7	11
Sigmoid	0	0	0
Paracentesis	0	0	0
PICC line	0	0	0
Pain Management	0	3	3
Grand Total	6	39	45

Humboldt General Hospital



Humboldt General Hospital							
Monthly Statistics Comparison							
	21-Jan	21-Feb	21-Mar	22-Jan	22-Feb	22-Mar	
Med/Surg Pt Days	361	354	356	352	203	230	
Obstetrics Pt Days	35	36	30	30	14	26	
Nursery Pt Days	34	23	32	38	11	29	
ICU Pt Days	1	0	0	26	6	15	
Swing Bed Days	22	11	36	24	0	56	
Harmony Manor Days	896	812	865	670	596	682	
Quail Corner Days	192	206	217	186	160	248	
Admissions	89	74	89	107	63	94	
Labor Room Deliveries	18	13	14	18	10	16	
Operating Room Cases- Inpatient	31	41	36	23	19	26	
Operating Room Cases- Outpatient	50	63	77	57	69	75	
Radiology Tests	1189	1067	1347	1260	1249	1611	
Laboratory Tests	9438	7485	8879	10678	9392	9361	
Emergency Room Visits	627	560	663	744	718	743	
Billable Amulance Runs	154	154	161	171	147	156	

Humboldt General Hospital



Humboldt General Hospital							
Monthly Statistics Comparison							
	21-Jan	21-Feb	21-Mar	22-Jan	22-Feb	22-Mar	
RHC Visits- Total Visits	2199	2105	2493	2214	2342	2824	
RHC FP1 MATTHEWS	254	232	326	178	226	246	
RHC FP2 SMITH	114	121	144	201	177	268	
RHC FP3 RAJAN	302	308	356	0	0	0	
RHC FP4	63	8	0	0	0	0	
RHC FP6 FETTIC	32	54	66	54	79	129	
RHC Int Med ADAJAR	327	299	293	328	298	332	
RHC Pain Management WESLEY	40	36	46	35	36	39	
RHC Peds JANHUNEN	280	264	281	303	300	327	
RHC Podiatry DRAPER/LINDSTROM	127	109	138	159	194	197	
RHC RESIDENCY	189	164	260	226	268	293	
RHC TELE-HEALTH	22	34	36	40	22	29	
RHC WOMENS HEALTH	182	172	207	256	264	309	
RHC Walk In	267	277	340	435	478	649	
RHC LTC Clinic						6	
Behavioral Health/Mental Health	13	136	249	262	204	263	
Cardiology	0	0	0	146	127	174	
Physical Medicine		27	32	66	69	87	
Outpatient Ambulatory Screening Clinic		308	376	1935	804	495	
Urology				45	52	55	
Orthopedic Clinic				194	194	262	
Sleep Medicine				0	8	12	

Humboldt General Hospital



Humboldt General Hospital												
Monthly Statistics Comparison												
		21-Jan	21-Feb	21-Mar	22-Jan	22-Feb	22-Mar					
Radiology Tests by modality												
MRI		44	53	61	73	65	77					
Mammogram		55	36	39	64	64	86					
Bone Density		7	9	23	17	12	17					
Computed Tomography		192	188	249	193	233	243					
General Diagnostic		660	545	648	658	612	787					
Nuclear Cardiac		8	9	8	7	9	24					
Nuclear Medicine		2	4	6	3	0	3					
Ultrasound		196	187	267	205	227	331					
Vascular Ultrasound		25	36	46	40	27	43					
		1189	1067	1347	1260	1249	1611					

Humboldt General Hospital





April 26, 2022

Board of Trustees
Ref: Medical Staff Meeting

The following Medical Staff Appointment, Reappointment, and Provisional privilege files were approved by the Medical Staff on April 19, 2022:

Provisional:

- None

Appointment:

- None

Reappointment:

- Jonathan Bold, MD Consulting-Teleradiology
- Tina Carbone, APRN-CNP Allied Health-Advanced Practice Registered Nurse
- Landon Mouritsen, CRNA Allied Health-Anesthesia
- George Rodway, PhD, APRN-CNP Allied Health-Sleep Medicine

Below details additional information on each Medical Staff file:

- **Jonathan Bold, MD** earned his Doctor of Medicine from Sackler University School of Medicine in New York in 1997. Dr. Bold completed his Internal Medicine internship and Diagnostic Radiology residency with North Shore University Hospital from 1997 to 2002. He also completed an Abdominal Imaging fellowship with the University of California-Davis from 2002 to 2003. Dr. Bold is board certified in Diagnostic Radiology through the American Board of Radiology, which he initially earned in 2002. He has been practicing as a radiologist since 2002. Dr. Bold joined Virtual Radiologic Professionals, LLC (vRAD) in 2011 and is currently still practicing with this group and other locum tenens positions. Dr. Bold joined Humboldt General Hospital in August 2016 through vRAD to provide teleradiology services.
- **Tina Carbone, APRN-CNP** earned her Master of Science of Nursing and Master of Health Administration from the University of Phoenix in 2008. In 2018, Tina completed her post graduate certification for Family Practice Advance Practice Nurse from Bradley University. She earned her board certification from the American Nurses Credentialing Center in 2019 for Family Nurse Practitioner. Tina also holds a current certification for BLS. Before Tina became a nurse practitioner, she worked as an RN for twenty plus years. Tina joined Humboldt General Hospital in March 2020 to work in the screening clinic and in January 2021 she moved to the cardiology clinic to work with Dr. Khan and Dr. De Schutter. Tina also sees patients from the detention center.
- **Landon Mouritsen, CRNA** earned his Master of Health Science in Nurse Anesthesia from Saint Vincent College in 2017. Landon earned his board certification from the National Board of Certification and Recertification for Nurse Anesthetists in December 2017. Landon also holds current certifications in ACLS, PALS, and BLS. Before joining Humboldt General Hospital in August 2019, he worked with CGH Medical Center in Illinois as a certified registered nurse anesthetist. In September 2021, Landon become the Director of Anesthesia for HGH and continues to provide anesthesia services with the other CRNAs on staff.



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- **George Rodway, PhD, APRN-CNP** earned his Master of Science in nursing from Kent State University in 1998 and earned his PhD in Nursing from the University of Pittsburg in 2005. Dr. Rodway is board certified as an Adult Nurse Practitioner through the American Nurses Credentialing Center, initially earning this certification in 1998. He has been practicing since 2000 as a nurse practitioner and has also held numerous Adjunct and Assistant Professor positions during this time. Dr. Rodway is currently practicing with Sleep Medicine Associates in Sparks, NV and has been with them since 2018. He started with Humboldt General Hospital in March 2020 with temporary privileges and was granted full Allied Health Professional privileges in April 2020.

Thank you,
Jessica Villarreal
Medical Staff Credentialing Coordinator



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Quality Report Summary

Quality measures are tools that help measure or quantify healthcare processes, outcomes, patient perceptions, and organizational structure and/or systems that are associated with the ability to provide high-quality healthcare and/or that relate to one or more quality goals for healthcare. These goals include effective, safe, efficient, patient-centered, equitable, and timely care. The Centers for Medicare & Medicaid Services (CMS) uses quality measures in its quality improvement, public reporting, and pay for reporting programs to improve the quality of healthcare for their beneficiaries.

HGH currently monitors the following quality measures: Healthcare Personnel Influenza Vaccination, HCAHPS, Emergency Department Transfer Communication, Median Time to ECG, Aspirin at Arrival, Median time to pain management for Long Bone Fracture, Median Time from ED Arrival to Provider contact for ED Patients, Median time from ED Arrival to ED Departure for Discharged ED patients, Admit Decision time to Ed departure time for Admitted patients, Patient Left Without Being Seen, ED Average triage to bed, ED Average Door to Bed, ED total volume monthly, Hand Hygiene, ED discharge vitals, AB471 Compliance, 72 hour ED readmissions, 30 day readmissions, Critical Lab values, Admission with difficult discharges, Open beds, Overdose reports, COVID, Nevada WebIZ, Vaccine finder, Aggregate report, LTC reporting, Flu Vaccine and Sentinel Events.

QAPI - The Quality Assurance Performance Improvement plan is to ensure HGH demonstrate a consistent endeavor to deliver safe, effective, optional patient care and services in an environment of minimal risk. As patient care is coordinated and collaborative effort, the approach to improving performance involves multiple departments and disciplines in establishing the plans, processes and mechanisms that comprise the performance improvement activities at HGH. The primary goals are to plan continually and systematically, design measures, assess and improve performance of critical focus areas, improve healthcare outcomes, and reduce and prevent medical/health care errors. All information related to performance improvement activities performed by the HGH staff in accordance with the QAPI plan are confidential

January/February/March 2022 – The Quality Assurance Performance Improvement received reports from the following departments:

- **Acute/Case Management**
- **Emergency**
- **OB**
- **Surgery**
- **Central Processing**
- **Infection Control**
- **Pharmacy**
- **EMS**
- **Social Services**
- **Laboratory**
- **Respiratory**
- **Radiology**
- **Maintenance Services**
- **Materials Management**
- **Anesthesia**
- **Rural Health Clinics**
- **Physical Therapy**
- **Dietary**
- **IT**
- **HIPPA/HITECH**
- **Nutrition Services**
- **Cardiac Rehab**
- **Wellness**
- **Environmental services**
- **Human Resources**
- **Revenue Cycle/Business Services**
- **Health Information Management**

LiCon – The LiCon Council has directed the Risk Managers Work Group members to follow quality indicators important and specific to Nevada rural hospitals. The current NRHP Quality Indicators are: Physician Compliance with Opioid Prescribing Requirements (AB474) in the emergency room setting; Age-Appropriate Vital Signs within 20 minutes of Discharge from the ED: Prompt communication of critical lab values to appropriate healthcare professional. Q1 2022 NRHP Quality Indicators show HGH meeting the goals with Critical Value at 100% with a goal of 92%; Opioid Prescribing Compliance at 95% with a goal of 92%; Vital Signs on ED Discharge is at 9% with a goal of 92%. With HGH management monitoring and continuous staff education this keeps HGH within in the goals of performance. (Q12022 reports attached)

MBQIP – Medicare Beneficiary Quality Improvement Project (MBQIP) – Measure’s quality improvement activity under Medicare rural Hospital Flexibility (FLEX) grant program of the Health Resources and Services Administration’s Federal Office of Rural Health Policy. This project provides an opportunity for individual hospitals to look at their own data, measure their outcomes against other CAHs and partner with other hospitals in the state around quality improvement initiatives to improve outcomes and provide the highest quality care to their patients. (Patient Safety/Inpatient and Outpatient MBQIP Core Measures Q32021 reports attached)

Patient Experience Core Measures – HGH has engaged JL Morgan for out Inpatient HCAHPS patient satisfaction survey. The satisfaction rate shown here is data gathered from July 2020 through March 2021 (Q32020 – Q12021). HCAHPS surveyor have 6 weeks from day of discharge to collect data. Eligible patients answer scripted questions regarding their inpatient stay HGH. HGH is currently also using Qualitck 360 to continue to monitor the Emergency Room, Acute Medical Surgical Unit and Obstetrics Unit to gather satisfaction scores gathered at time of service. January 2022 results are Satisfied and Very Satisfied responses. Humboldt General Hospital will be implementing Press Ganey to capture HCAHPS and CHAPS patient satisfaction surveys. (Patient Experience Core Measures/HCAHPS report Q32020 – Q12021 attached)

EDTC - The Emergency Department Transfer Communication (EDTC) measure aims to provide a means of assessing how well key patient information is communicated from an emergency department (ED) to any health care facility. The measure is applicable to patients with a wide range of medical conditions (e.g., acute myocardial infarction, heart failure, pneumonia, respiratory compromise, and trauma) and is relevant for both internal quality improvement purposes and external reporting to consumers and purchasers. HGH core measures have been 100% since Q12021 to Q42021. (Care Transition Core Measures/EDTC Report Q42021 attached)

MBQIP Reporting Compliance as of 3rd Quarter 2021

Banner Churchill Community Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Battle Mountain General Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS	*			

Boulder City Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Carson Valley Medical Center				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Desert View Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Grover C. Dils Medical Center				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				*
HCAHPS				

MBQIP Reporting Compliance as of 3rd Quarter 2021

Humboldt General Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Incline Village Community Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Mt. Grant General Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Mesa View Regional Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

Pershing General Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

South Lyon Medical Center				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

MBQIP Reporting Compliance as of 3rd Quarter 2021

William Bee Ririe Hospital				
	4Q20	1Q21	2Q21	3Q21
OP-2				
OP-3b				
OP-18b				
OP-22				
HCP				
ASP				
EDTC				
HCAHPS				

LEGEND

- Green = submitted
- Red = did not submit
- Grey = reported once a year (OP-22 [patient left without being seen], HCP [influenza vaccination coverage among health care personnel], and ASP [antibiotic stewardship via the NHSN Patient Safety Annual Survey] are seasonal or annual measures)
- White = have not received results yet
- Asterisk (*) = FMT report shows that hospital did not submit but NRHP has obtained proof of submission

HGH Performance to Goal

NRHP Quality Indicators 2022 Q1

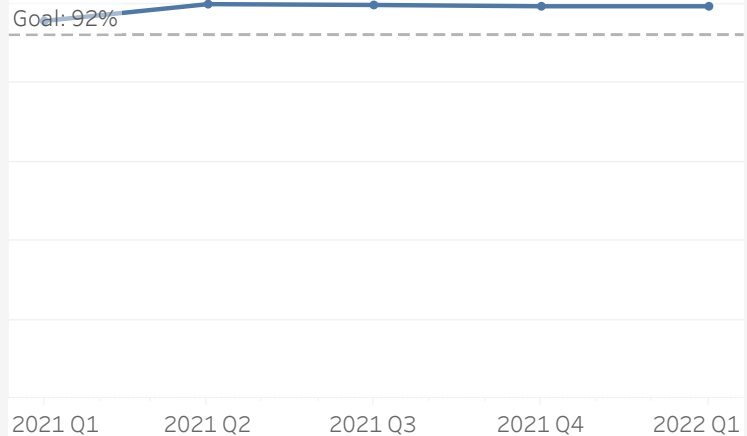
Critical Lab Values

100%

Goal: **92%**

+/- to Goal: **9%**

+/- to Prior Qtr: **1%**



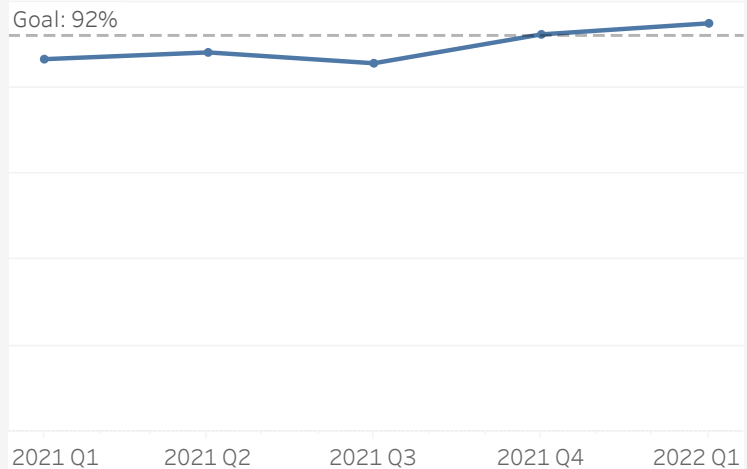
Opioid Prescribing Compliance

95%

Goal: **92%**

+/- to Goal: **3%**

+/- to Prior Qtr: **3%**



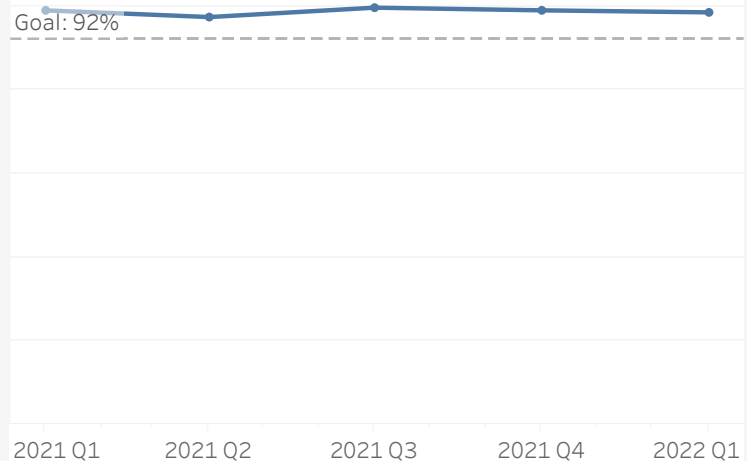
Vital Signs on ED Discharge

99%

Goal: **92%**

+/- to Goal: **8%**

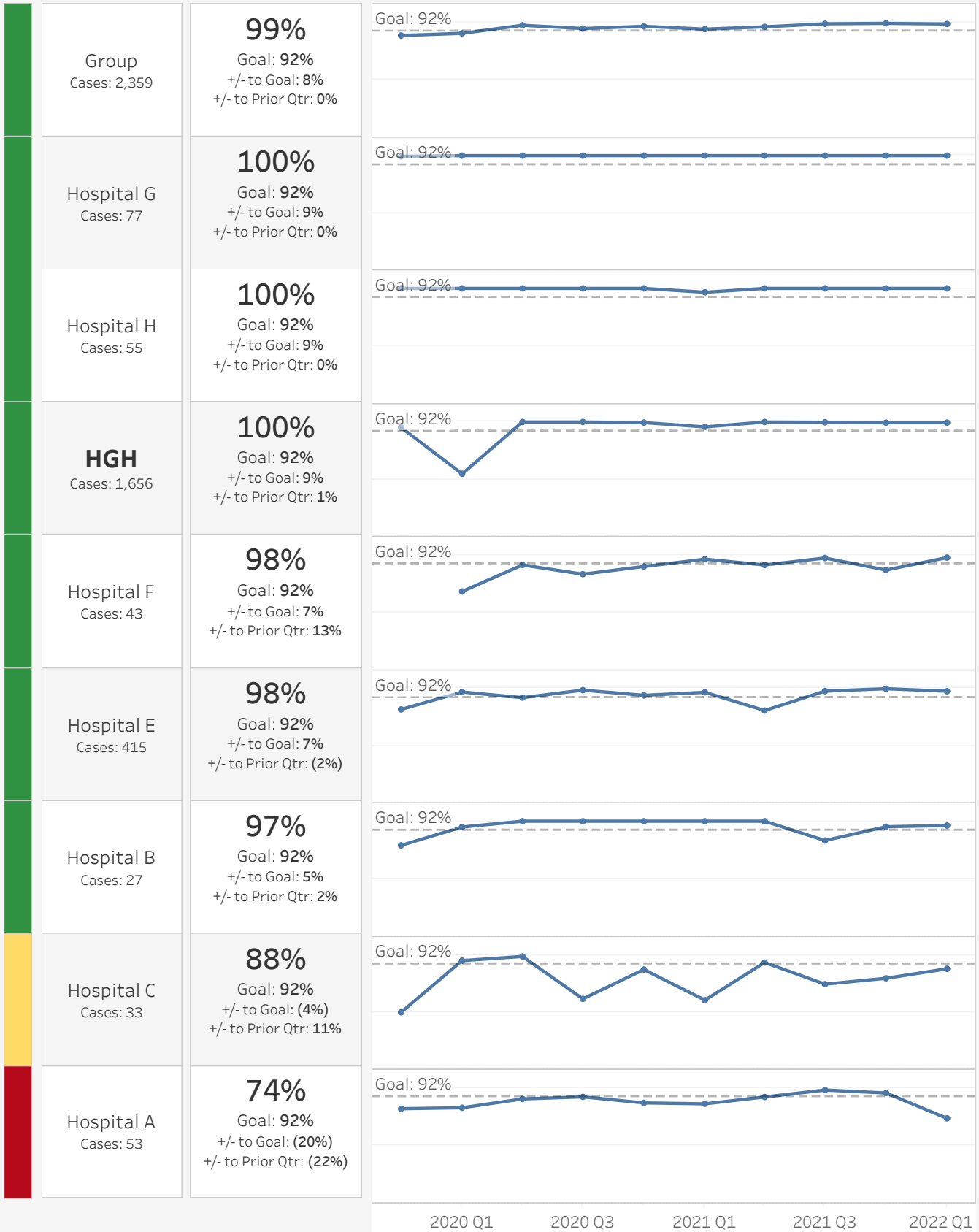
+/- to Prior Qtr: **0%**



Performance to Group

NRHP QI: Critical Lab Values

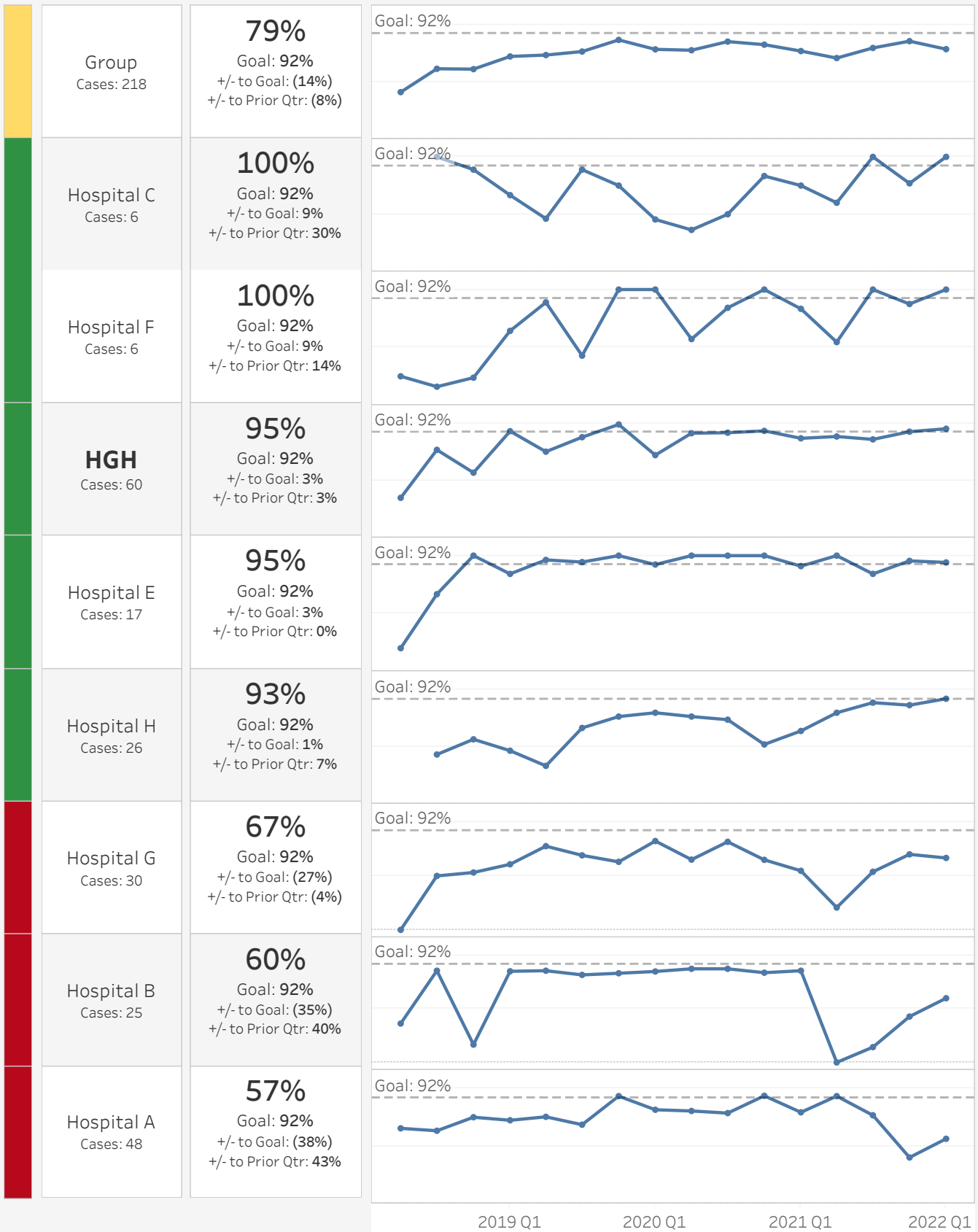
2022 Q1



Performance to Group

NRHP QI: Opioid Prescribing Compliance

2022 Q1



Performance to Group

NRHP QI: Vital Signs on ED Discharge

2022 Q1

Group	<p>96%</p> <p>Goal: 92% +/- to Goal: 4% +/- to Prior Qtr: (1%)</p>	
Hospital H	<p>100%</p> <p>Goal: 92% +/- to Goal: 9% +/- to Prior Qtr: 0%</p>	
Hospital B	<p>100%</p> <p>Goal: 92% +/- to Goal: 9% +/- to Prior Qtr: 0%</p>	
Hospital G	<p>99%</p> <p>Goal: 92% +/- to Goal: 8% +/- to Prior Qtr: 0%</p>	
HGH	<p>99%</p> <p>Goal: 92% +/- to Goal: 8% +/- to Prior Qtr: 0%</p>	
Hospital F	<p>97%</p> <p>Goal: 92% +/- to Goal: 5% +/- to Prior Qtr: 0%</p>	
Hospital E	<p>93%</p> <p>Goal: 92% +/- to Goal: 1% +/- to Prior Qtr: 0%</p>	
Hospital C	<p>91%</p> <p>Goal: 92% +/- to Goal: (1%) +/- to Prior Qtr: (1%)</p>	
Hospital A	<p>86%</p> <p>Goal: 92% +/- to Goal: (7%) +/- to Prior Qtr: (1%)</p>	



Hospital-Level Care Transition Core Measures/EDTC Report

Quarter 4 - 2021

Humboldt General Hospital

The Medicare Beneficiary Quality Improvement Program (MBQIP) focuses on quality improvement efforts in the 45 states that participate in the Medicare Rural Hospital Flexibility (Flex) Program. Through Flex, MBQIP supports more than 1,350 small hospitals certified as rural Critical Access Hospitals (CAHs) in voluntarily reporting quality measures that are aligned with those collected by the Centers for Medicare and Medicaid Services (CMS).

The Federal Office of Rural Health Policy (FORHP) tasked the Flex Monitoring Team with producing a set of hospital-level reports for the core MBQIP measures.

This report contains the following core MBQIP measures:

- EDTC-All
 - Home Medications
 - Allergies and/or Reactions
 - Medications Administered in Emergency Department
 - Emergency Department Provider Note
 - Mental Status/Orientation Assessment
 - Reason For Transfer and/or Plan Of Care
 - Tests and/or Procedures Performed
 - Tests and/or Procedures Results

General Report Information

For the table in this report, hospital-level data are included for previous reporting periods and the current reporting period. State-level data and national data are also included in the table for the current quarter, including:

- The number of CAHs reporting
- Average values
- 90th percentile

The number of records reviewed are reported at the hospital, state, and national level.

These data may be useful in understanding how your hospital's performance compares to other hospitals.

The data for state and national values in this report only include CAHs with a signed MBQIP Memorandum of Understanding (MOU). The data used for this report are from the Federal Office of Rural Health Policy as reported by CAHs to State Flex Programs.

Specific information on how data elements were calculated for inclusion in this report is outlined below. Please direct questions regarding your MBQIP data reports to the Flex Coordinator in your state. You can find contact information for your Flex Coordinator at: <https://www.ruralcenter.org/tasc/flexprofile>.

Percentage Values

The EDTC measure is calculated as the percentage of patients that met all of the eight data elements.

Percentiles

The 90th percentile is the level of performance needed to be in the top 10% of CAHs for a given measure (i.e., 10% of CAHs perform at or better than the 90th percentile).

Benchmarks

Benchmarks for the EDTC measure are set at 100% to align with the benchmarks used in FORHP's MQBIP Performance Score. Find more information about these benchmarks at: <https://www.ruralcenter.org/resource-library/mbqip-performance-score>.

Measure Aggregation

State measures aggregate all CAHs in the state and national measures aggregate all CAHs.

Data Exceptions

- "N/A" indicates that the CAH did not submit any data.
- "#" indicates that the CAH did not have a signed MOU at the time of reporting for this period.

Trend Figure

The trend figure shows CAH and national performance over multiple quarters. Missing or excluded data are indicated by a missing data point, and a missing line indicates that data are not available for any of the previous three quarters or the current quarter.

291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Care Transition Core Measures/EDTC Report

Quarter 4 - 2021

Generated on 03/09/22

MBQIP Quality Measure		Your Hospital's Performance by Quarter					State Current Quarter			National Current Quarter		Benchmark
		Q1 2021	Q2 2021	Q3 2021	Q4 2021	Aggregate for All Four Quarters	# CAHs Reporting	Average Current Quarter	90th Percentile	# CAHs Reporting	Average Current Quarter	Average Current Quarter
EDTC-All	Composite	100%	100%	100%	100%	100%	13	91%	100%	1,153	90%	100%
	Home Medications	100%	100%	100%	100%	100%	13	94%	100%	1,153	94%	100%
	Allergies and/or Reactions	100%	100%	100%	100%	100%	13	95%	100%	1,153	96%	100%
	Medications Administered in ED	100%	100%	100%	100%	100%	13	97%	100%	1,153	96%	100%
	ED Provider Note	100%	100%	100%	100%	100%	13	97%	100%	1,153	94%	100%
	Mental Status/Orientation Assessment	100%	100%	100%	100%	100%	13	97%	100%	1,153	95%	100%
	Reason for Transfer and/or Plan of Care	100%	100%	100%	100%	100%	13	97%	100%	1,153	97%	100%
	Tests and/or Procedures Performed	100%	100%	100%	100%	100%	13	96%	100%	1,153	96%	100%
	Tests and/or Procedures Results	100%	100%	100%	100%	100%	13	96%	100%	1,153	96%	100%
	Total Medical Records Reviewed (N)	N=45	N=45	N=45	N=45	N=180	N=591			N=46,023		

“N/A” indicates that the CAH did not submit any data.

indicates that the CAH did not have a signed MOU at the time of reporting for this period.

291308: Humboldt General Hospital

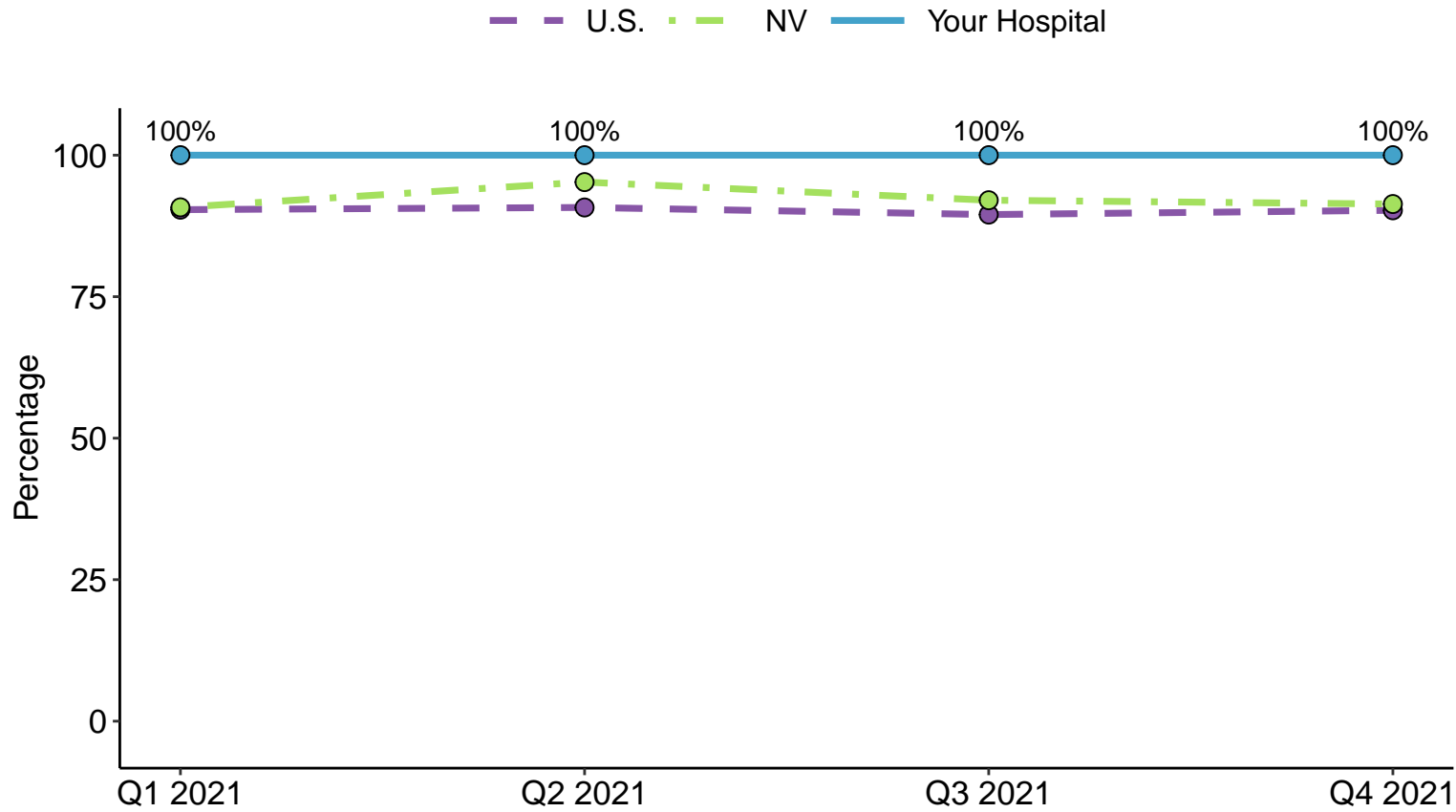
Winnemucca, NV, 89445

Hospital-Level Care Transition Core Measures/EDTC Report

Quarter 4 - 2021

Generated on 03/09/22

Figure 1. EDTC Composite Trend in Humboldt General Hospital and All CAHs Nationally





Hospital-Level Patient Experience Core Measures/HCAHPS Report

Current Reporting Period: Q3 2020 - Q1 2021

Humboldt General Hospital

The Medicare Beneficiary Quality Improvement Program (MBQIP) focuses on quality improvement efforts in the 45 states that participate in the Medicare Rural Hospital Flexibility (Flex) Program. Through Flex, MBQIP supports more than 1,350 small hospitals certified as rural Critical Access Hospitals (CAHs) in voluntarily reporting quality measures that are aligned with those collected by the Centers for Medicare and Medicaid Services (CMS) and other Federal programs.

The Federal Office of Rural Health Policy (FORHP) tasked the Flex Monitoring Team with producing a set of hospital-level reports for the core MBQIP measures.

This report contains the following core MBQIP measures:

- HCAHPS Composite 1: Q1 to Q3, Communication with Nurses
- HCAHPS Composite 2: Q5 to Q7, Communication with Doctors
- HCAHPS Composite 3: Q4 & Q11, Responsiveness of Hospital Staff
- HCAHPS Composite 5: Q13 & Q14, Communication about Medicines
- HCAHPS Composite 6: Q16 & Q17, Discharge Information
- HCAHPS Composite 7: Q20 to Q22, Care Transition
- HCAHPS Q-8: Cleanliness of Hospital Environment
- HCAHPS Q-9: Quietness of Hospital Environment
- HCAHPS Q-18: Overall Rating of Hospital
- HCAHPS Q-19: Willingness to Recommend This Hospital

Note: Some question numbers have changed in the HCAHPS survey, though the measures remain the same.

General Report Information

For the measures in this report, hospital-level data are included for the current reporting period, which includes three rolling quarters, Q3 2020 through Q1 2021 (not the typical four rolling quarters) based on available data from CMS due to COVID-19. Hospital-level data include:

- The number of completed surveys - the number of participants who returned the survey in the specified timeframe.
- The survey response rate - the percentage of participants sampled who returned the survey.
- HCAHPS summary of Star Ratings - calculated using mean scores for each HCAHPS measure which was then categorized into a rating of 1, 2, 3, 4, or 5 using a statistical clustering algorithm. All measures are eligible to receive a star rating. Hospitals with fewer than 100 completed HCAHPS surveys within the current reporting period are not eligible to receive star ratings.

This report also includes state and national averages for each measure. These data may be useful in understanding how your hospital's performance compares to other hospitals. The data for state and national values in this report only include CAHs with a signed MBQIP Memorandum of Understanding (MOU). The data used for this report are reported to the Centers for Medicare and Medicaid Services (CMS) and extracted from QualityNet.

Specific information on how data elements were calculated for inclusion in this report is outlined below. Please direct questions regarding your MBQIP data reports to the Flex Coordinator in your state. You can find contact information for your Flex Coordinator at: <https://www.ruralcenter.org/tasc/flexprofile>.

Measure Adjustment & Aggregation

For each measure (composite or individual question), your hospital has a reported "adjusted score", where data has been adjusted by CMS for the mix of patients and the mode by which the survey was administered. Adjusted scores show the percentage of survey respondents who selected certain responses to the survey questions, and is completed to reduce the bias in comparisons between hospitals. State measures aggregate all CAHs in the state and national measures aggregate all CAHs nationwide (not all hospitals, as was the case in the MBQIP reports previously produced by Telligen). Values for state and national data may not always add to 100% due to rounding.

Response Categories

Response categories vary by question. For example, some questions use "Yes" or "No" as response options, where others have scales ranging from "Never" to "Always" or "Strongly disagree" to "Strongly agree". For this report, some responses are combined into one category, for example "Sometimes to Never," compared to "Usually" or "Always".

Benchmarks

Benchmarks for the HCAHPS measures come from the benchmarks selected for CMS' Hospital Value-Based Purchasing Program in 2021. HCAHPS Question 19 (patient recommendation) does not have a benchmark as part of these standards, and HCAHPS questions 8 and 9 (quietness and cleanliness) receive a joint benchmark.

Data Exceptions & Labels

- "N/A" indicates that a CAH did not report data for each of the three quarters included in the current reporting period.
- "N/C" indicates that less than 100 surveys were returned in the current reporting period so a Star Rating was not able to be calculated.
- "#" indicates that the CAH did not have a signed MOU at the time of reporting for this period.

Trend Figures

Trend lines show CAH and national performance over multiple reporting periods. Missing or excluded data are indicated by a missing data point, and a missing line indicates that data are not available for any of the previous three reporting periods or the current period.

291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Experience Core Measures/HCAHPS Report

Current Reporting Period: Q3 2020 - Q1 2021

Generated on 12/20/21

Number of Completed Surveys: 73

Survey Response Rate: 16%

HCAHPS Summary Star Rating: N/C

HCAHPS Composites	HCAHPS Star Rating	Your Hospital's Adjusted Score			Your State's CAH Data			National CAH Data			Benchmark
	Star Rating (0-5)	Sometimes to Never	Usually	Always	Sometimes to Never	Usually	Always	Sometimes to Never	Usually	Always	Always
Composite 1 (Q1 to Q3) Communication with Nurses	N/C	5%	23%	72%	5%	18%	77%	3%	13%	84%	87%
Composite 2 (Q5 to Q7) Communication with Doctors	N/C	9%	21%	70%	8%	17%	75%	3%	12%	85%	88%
Composite 3 (Q4 & Q11) Responsiveness of Hospital Staff	N/C	6%	35%	59%	8%	23%	69%	5%	19%	75%	81%
Composite 5 (Q13 & Q14) Communication about Medicines	N/C	15%	22%	63%	18%	17%	65%	14%	18%	68%	75%

Hospital Environment Items	HCAHPS Star Rating	Your Hospital's Adjusted Score			Your State's CAH Data			National CAH Data			Benchmark
	Star Rating (0-5)	Sometimes to Never	Usually	Always	Sometimes to Never	Usually	Always	Sometimes to Never	Usually	Always	Always
Q8 Cleanliness of Hospital	N/C	6%	24%	70%	8%	20%	72%	6%	15%	79%	80%
Q9 Quietness of Hospital	N/C	13%	37%	50%	13%	32%	55%	6%	26%	68%	80%

“N/A” indicates that a CAH did not report data for each of the three quarters included in the reporting period.

“N/C” indicates that less than 100 surveys were returned in the reporting period so a Star Rating was not able to be calculated.

“#” indicates that the CAH did not have a signed MOU at the time of reporting for this period.

291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Experience Core Measures/HCAHPS Report

Current Reporting Period: Q3 2020 - Q1 2021

Generated on 12/20/21

Discharge Information Composite	HCAHPS Star Rating	Your Hospital's Adjusted Score		Your State's CAH Data		National CAH Data		Benchmark
	Star Rating (0-5)	No	Yes	No	Yes	No	Yes	Yes
Composite 6 (Q16 & Q17) Discharge Information	N/C	20%	80%	15%	85%	11%	89%	92%

Care Transition Composite	HCAHPS Star Rating	Your Hospital's Adjusted Score			Your State's CAH Data			National CAH Data			Benchmark
	Star Rating (0-5)	Disagree to Strongly Disagree	Agree	Strongly Agree	Disagree to Strongly Disagree	Agree	Strongly Agree	Disagree to Strongly Disagree	Agree	Strongly Agree	Strongly Agree
Composite 7 (Q20 to Q22) Care Transition	N/C	8%	50%	42%	7%	46%	47%	4%	40%	56%	63%

HCAHPS Global Items	HCAHPS Star Rating	Your Hospital's Adjusted Score			Your State's CAH Data			National CAH Data			Benchmark
	Star Rating (0-5)	0-6 rating	7-8 rating	9-10 rating	0-6 rating	7-8 rating	9-10 rating	0-6 rating	7-8 rating	9-10 rating	9-10 rating
Q18 Overall Rating of Hospital (0 = worst hospital, 10 = best hospital)	N/C	8%	43%	49%	11%	26%	63%	5%	17%	78%	86%
Q19 Willingness to Recommend This Hospital	N/C	4%	42%	54%	8%	29%	63%	3%	21%	76%	No Benchmark

“N/A” indicates that a CAH did not report data for each of the three quarters included in the reporting period.

“N/C” indicates that less than 100 surveys were returned in the reporting period so a Star Rating was not able to be calculated.

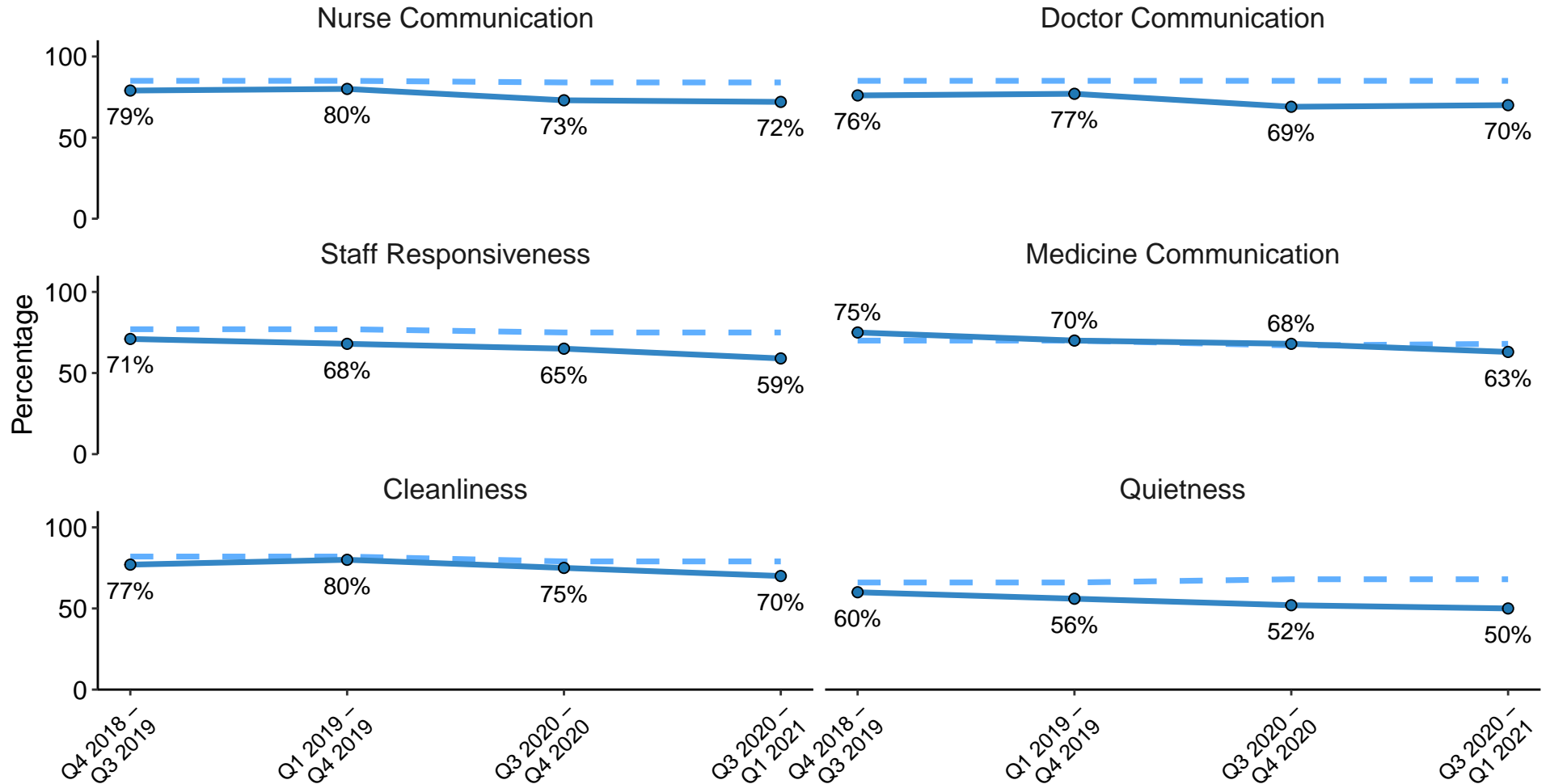
“#” indicates that the CAH did not have a signed MOU at the time of reporting for this period.

291308: Humboldt General Hospital

Hospital-Level Patient Experience Core Measures/HCAHPS Report Current Reporting Period: Q3 2020 - Q1 2021

HCAHPS Trends in Humboldt General Hospital and All CAHs Nationally

U.S. Your Hospital

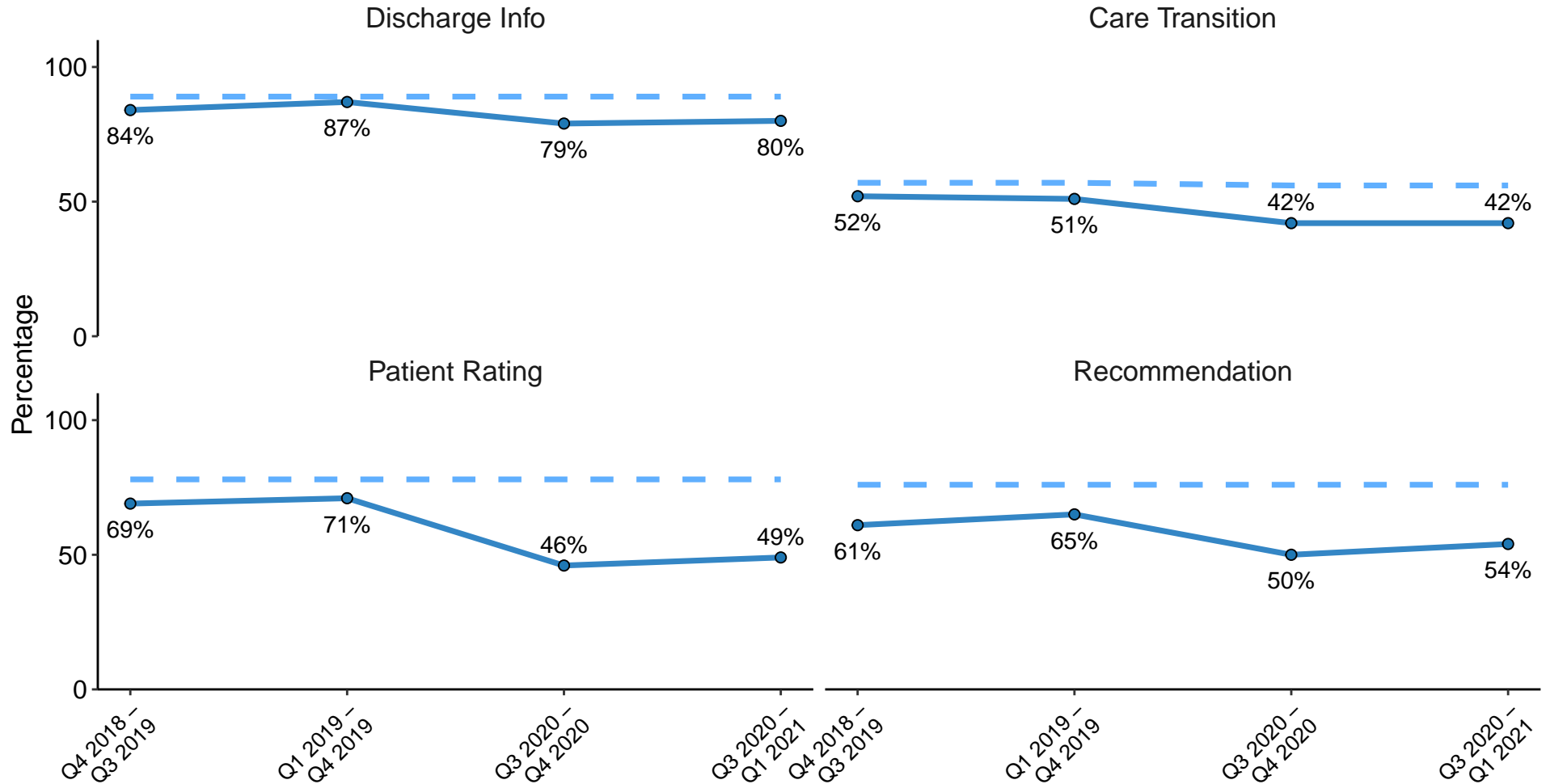


291308: Humboldt General Hospital

Hospital-Level Patient Experience Core Measures/HCAHPS Report Current Reporting Period: Q3 2020 - Q1 2021

HCAHPS Trends in Humboldt General Hospital and All CAHs Nationally (continued)

--- U.S. — Your Hospital





Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report

Quarter 3 - 2021

Humboldt General Hospital

The Medicare Beneficiary Quality Improvement Program (MBQIP) focuses on quality improvement efforts in the 45 states that participate in the Medicare Rural Hospital Flexibility (Flex) Program. Through Flex, MBQIP supports more than 1,350 small hospitals certified as rural Critical Access Hospitals (CAHs) in voluntarily reporting quality measures that are aligned with those collected by the Centers for Medicare and Medicaid Services (CMS) and other Federal programs.

The Federal Office of Rural Health Policy (FORHP) tasked the Flex Monitoring Team with producing a set of hospital-level reports for the core MBQIP measures.

This report contains the following core MBQIP measures:

Patient Safety/Inpatient Measures

- HCP/IMM-3: Influenza Vaccination Coverage Among Health Care Personnel (annual measure, updated in quarter 1 only)
- Antibiotic Stewardship (annual measure, updated in quarters 3 & 4 only)
 - Number of Elements Met
 - Element 1: Leadership
 - Element 2: Accountability
 - Element 3: Drug Expertise
 - Element 4: Action
 - Element 5: Tracking
 - Element 6: Reporting
 - Element 7: Education

Outpatient Measures

- OP-2: Fibrinolytic Therapy Received Within 30 Minutes of ED Arrival
- OP-3b: Median Time to Transfer to Another Facility for Acute Coronary Intervention
- OP-18b: Median Time from ED Arrival to ED Departure for Discharged ED Patients
- OP-22: Patient Left Without Being Seen (annual measure, updated in quarter 4 only)

General Report Information

For the tables in this report, hospital-level data are included for previous reporting periods and the current reporting period. State-level data and national data are also included in the tables for the current quarter, including:

- The number of CAHs reporting
- Median values
- 90th percentile values

State measures aggregate all CAHs in the state and national measures aggregate all CAHs nationwide. These data may be useful in understanding how your hospital's performance compares to other hospitals. The data for state and national values in this report only include CAHs with a signed MBQIP Memorandum of Understanding (MOU). The data used for this report are reported to the Centers for Medicare and Medicaid Services (CMS) and extracted from QualityNet, or to the Centers for Disease Control and Prevention (CDC) National Healthcare Safety Network (NHSN) annual survey.

Specific information on how data elements were calculated for inclusion in this report is outlined below. Please direct questions regarding your MBQIP data reports to the Flex Coordinator in your state. You can find contact information for your Flex Coordinator at: <https://www.ruralcenter.org/tasc/flexprofile>.

Population and Sampling Data

Population and sampling refers to recording of the number of cases the hospital is submitting to the CMS Clinical Warehouse. Entering a “zero” (0) when appropriate in population and sampling data is a mechanism that allows CAHs to report that they had no cases that met the measure set population requirements in a given quarter. These data are used to distinguish between hospitals that did not have any cases in the patient population versus those that chose not to report. The state and national values for number of CAHs reporting a given measure include:

- All CAHs that submitted case values for that measure, and
- All CAHs that indicated that did not have any patients in the measure population.

Percentage Values

Percentages are calculated using the number of patients (or healthcare workers for the measure HCP/IMM-3) who meet the measure criteria, divided by the number of patients or workers in the measure population, which are specifically defined for each measure. Values are rounded to the nearest whole number.

Time Values

Median time includes the median number of minutes until the specified event occurs among patients who meet certain criteria, which are specifically defined for each measure.

Percentiles

Some measures include state and national values for 90th percentile. The 90th percentile is the level of performance required to be in the top 10% of CAHs for a given measure (i.e., 10% of CAHs perform at or better than the 90th percentile).

Benchmarks

Benchmarks for HCP/IMM-3 and Antibiotic Stewardship are set at 100% to align with the benchmarks used in FORHP’s MQBIP Performance Score (<https://www.ruralcenter.org/resource-library/mbqip-performance-score>). Benchmarks for OP-2, OP-22, OP-3b, and OP-18b are set at the national 90th percentiles of CAHs with MOUs during 2020.

Binary Responses (Y/N)

For antibiotic stewardship measures, data include a yes (Y) or no (N) for each of the seven core elements, indicating if the CAH fulfilled that element or not. The report also includes a Y or N for whether the CAH met requirements for all seven elements.

Reporting Periods for Annual Measures

Measure OP-22 is reported annually, with data due May 15 of each year reflecting the prior calendar year. Measure HCP/IMM-3 is also reported annually, with data due May 15 of each year reflecting the prior Flu season (quarter 4 of the previous year through quarter 1 of the current year).

Antibiotic Stewardship is an annually reported measure collected through submission of the NHSN Annual Facility Survey. Hospitals are asked to submit surveys reflective of the previous calendar year by March 1 (e.g., 2020 surveys are submitted by March 1, 2021). New survey data first becomes available with the Quarter 4 reports and are repeated in reports for Quarters 1 and 2 (in our example, Quarter 4 2020, Quarter 1 2021, and Quarter 2 2021). A final run of the data reflecting any updates to the survey or additional hospital submissions will be reflected in Quarter 3 data reports of the following year (in our example, Quarter 3 2021).

Data Exceptions & Labels

- “*” indicates that the CAH either:
 - Reported a population of 0, meaning there were no patients that met the patient population, or
 - Submitted eligible cases that were accepted to the CMS Clinical Warehouse, but those cases were excluded for the measure.
- “N/A” indicates that a CAH either:
 - Did not submit any measure data, or
 - Submitted data that was rejected/not accepted into the CMS Clinical Warehouse.
- “#” indicates that the CAH did not have a signed MOU at the time of reporting for this time period.

Trend Figures

Trend figures show CAH, state, and national data over multiple reporting periods. Missing or excluded data are indicated by a missing data point or bar, and a missing line or three missing bars indicates data are not available for any reporting period in the figure. For measures OP-2, OP-3b, and OP-18b, in instances where a CAH does not report a data value greater than 0 (shown by an * in the tables), the trend figures will also have a missing data point for that period. Due to similarities between some CAH, state, and national values, trend lines may overlap in some figures. A trend figure is not included for OP-22 due to its low annual variation and the trend figure for Antibiotic Stewardship only shows CAH-level data.

291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report

Quarter 3 - 2021

Generated on 03/14/22

		Your Hospital's Performance by Quarter				State Current Quarter			National Current Quarter		Benchmark
		Q4 2020	Q1 2021	Q2 2021	Q3 2021	# CAHs Reporting	Median Time/Overall Rate	90th Percentile	# CAHs Reporting	Median Time/Overall Rate	Median Time/Overall Rate
AMI Cardiac Care Measures											
OP-2	Fibrinolytic Therapy Received within 30 Minutes of ED Arrival	*	*	*	*	12	71%	100%	989	47%	100%
	Number of Patients (N)	*	*	*	*						
OP-3b	Median Time to Transfer to Another Facility for Acute Coronary Intervention	*	*	*	*	12	131 min	47 min	989	72 min	33 min
	Number of Patients (N)	*	*	*	*						

		Your Hospital's Performance by Quarter				State Current Quarter			National Current Quarter		Benchmark
		Q4 2020	Q1 2021	Q2 2021	Q3 2021	# CAHs Reporting	Median Time	90th Percentile	# CAHs Reporting	Median Time	Median Time
Emergency Department – Quarterly Measure											
OP-18b	Median Time from ED Arrival to ED Departure for Discharged ED Patients	109 min	130 min	130 min	101 min	12	126 min	101 min	1,042	115 min	79 min
	Number of Patients (N)	N=87	N=81	N=81	N=88						

“*” indicates that the CAH either:

- Reported a population of 0, meaning there were no patients that met the patient population, or
- Submitted eligible cases that were accepted to the CMS Clinical Warehouse, but those cases were excluded for the measure.

“N/A” indicates that a CAH either:

- Did not submit any measure data, or
- Submitted data that was rejected/not accepted into the CMS Clinical Warehouse.

“#” indicates that the CAH did not have a signed MOU at the time of reporting for this time period.

291308: Humboldt General Hospital

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Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report

Quarter 3 - 2021

Generated on 03/14/22

	Emergency Department – Annual Measure	Your Hospital’s Performance by Calendar Year			State Current Year			National Current Year		Bench- mark
		CY 2018	CY 2019	CY 2020	# CAHs Reporting	CAH Overall Rate	90th Percentile	# CAHs Reporting	CAH Overall Rate	CAH Overall Rate
OP-22	Patient Left Without Being Seen Number of Patients (N)	1% N=7,357	0% N=8,137	2% N=7,256	8	1%	0%	790	1%	0%

	NHSN Immunization Measure	Your Hospital’s Reported Adherence Percentage			State Current Flu Season			National Current Flu Season		Bench- mark
		4Q18 - 1Q19	4Q19 - 1Q20	4Q20 - 1Q21	# CAHs Reporting	CAH Overall Rate	90th Percentile	# CAHs Reporting	CAH Overall Rate	CAH Overall Rate
HCP/IMM-3	Healthcare Provider Influenza Vaccination	N/A	98%	95%	7	89%	100%	903	87%	100%

“N/A” indicates that the CAH did not submit any data for this measure.

“#” indicates that the CAH did not have a signed MOU at the time of reporting for this time period.

291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report

Quarter 3 - 2021

Generated on 03/14/22

	Your Hospital's Performance by Survey Year		State Percentage for Current Survey Year		National Percentage for Current Survey Year		Benchmark
	Survey Year 2019	Survey Year 2020	# CAHs Reporting	% of CAHs Meeting Element	# CAHs Reporting	% of CAHs Meeting Element	% of CAHs Meeting Element
Antibiotic Stewardship Measure – CDC Core Elements							
Number of Elements Met	6	7	12	92%	1,198	83%	100%
Element 1: Leadership	Y	Y	12	100%	1,198	99%	100%
Element 2: Accountability	Y	Y	12	92%	1,198	96%	100%
Element 3: Drug Expertise	Y	Y	12	92%	1,198	94%	100%
Element 4: Action	Y	Y	12	100%	1,198	98%	100%
Element 5: Tracking	N	Y	12	100%	1,198	96%	100%
Element 6: Reporting	Y	Y	12	100%	1,198	91%	100%
Element 7: Education	Y	Y	12	100%	1,198	91%	100%

“N/A” indicates that the CAH did not submit any data for this measure.

“#” indicates that the CAH did not have a signed MOU at the time of reporting for this time period.

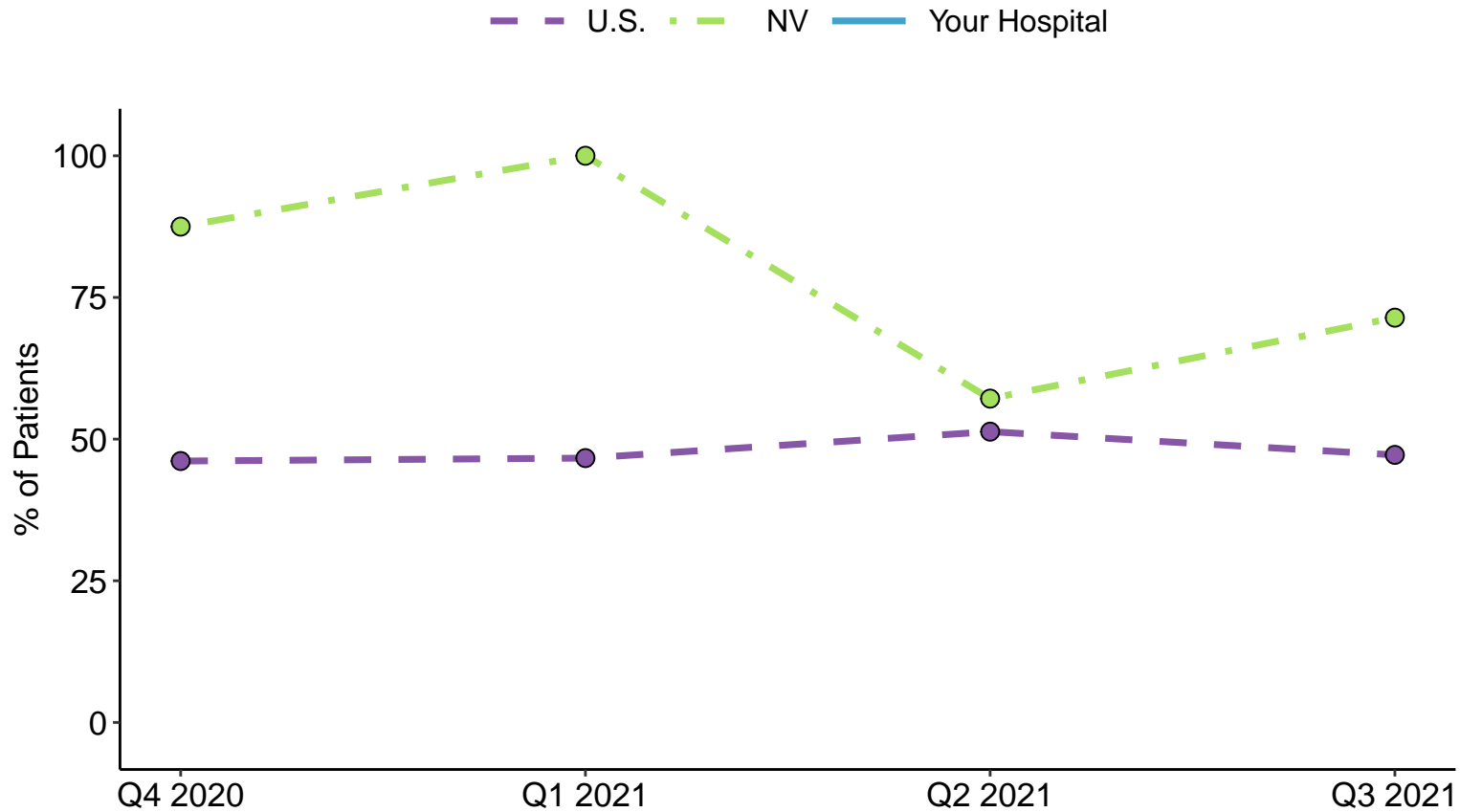
291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report Quarter 3 - 2021

Generated on 03/14/22

Figure 1. OP-2 Trends in Humboldt General Hospital, Nevada, and All CAHs Nationally
Fibrinolytic therapy received within 30 minutes



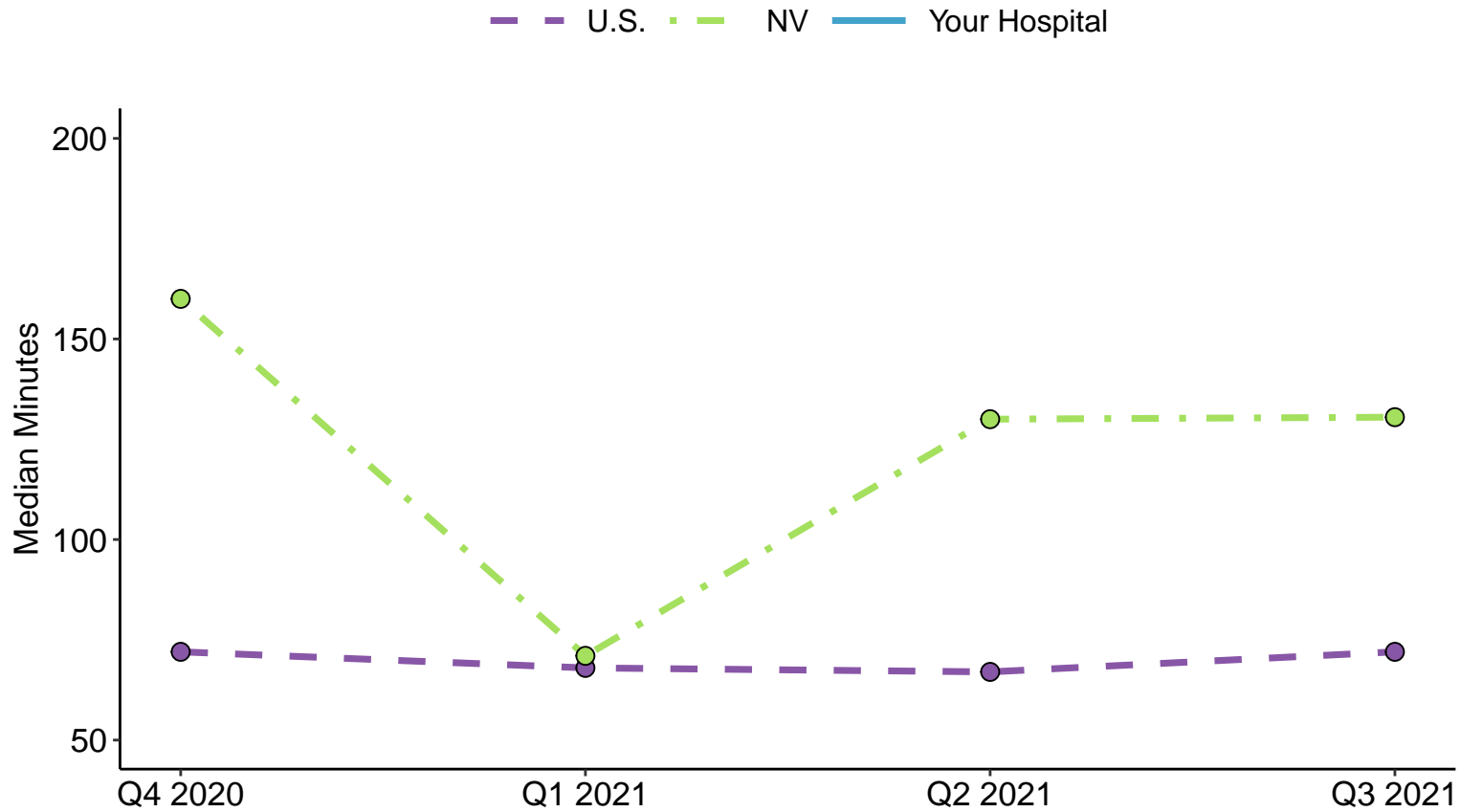
291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report Quarter 3 - 2021

Generated on 03/14/22

Figure 2. OP-3b Trends in Humboldt General Hospital, Nevada, and All CAHs Nationally
Median time to transfer to another facility - acute coronary intervention (lower is better)



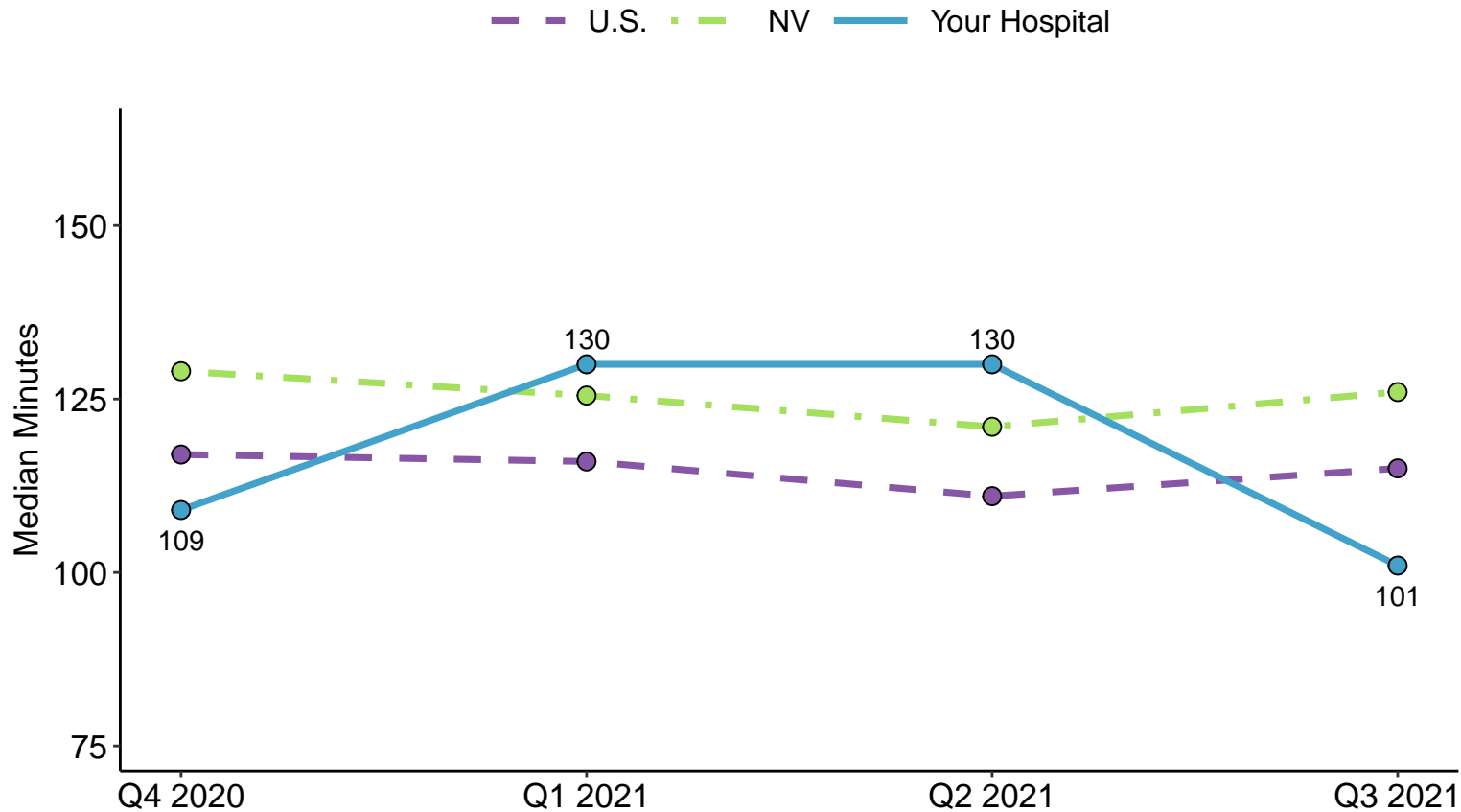
291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report Quarter 3 - 2021

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Figure 3. OP-18b Trends in Humboldt General Hospital, Nevada, and All CAHs Nationally
Median time from ED arrival to ED departure for discharged patients (lower is better)



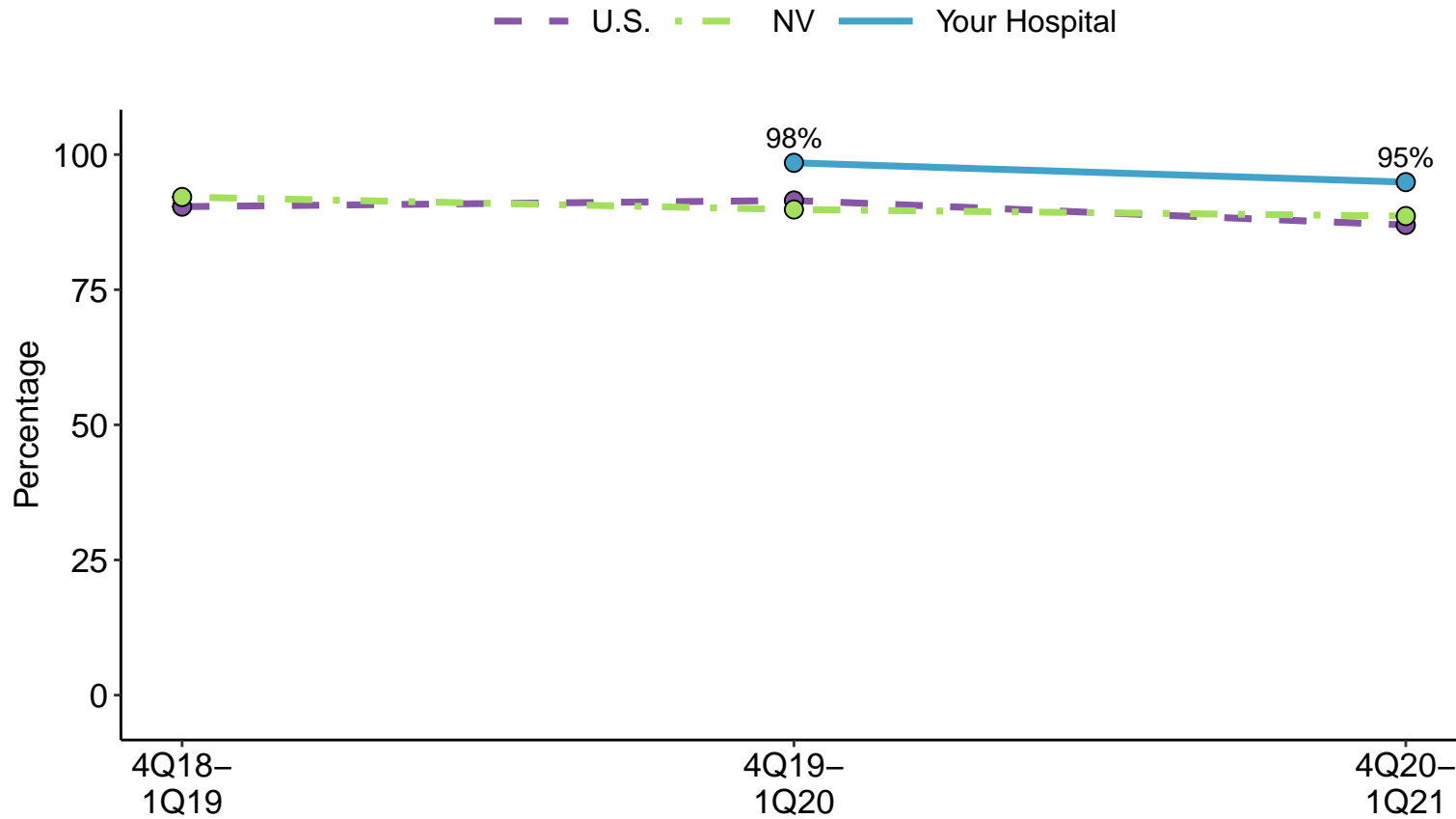
291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report Quarter 3 - 2021

Generated on 03/14/22

Figure 4. HCP/IMM-3 Trends in Humboldt General Hospital, Nevada, and All CAHs Nationally
Healthcare workers given influenza vaccination



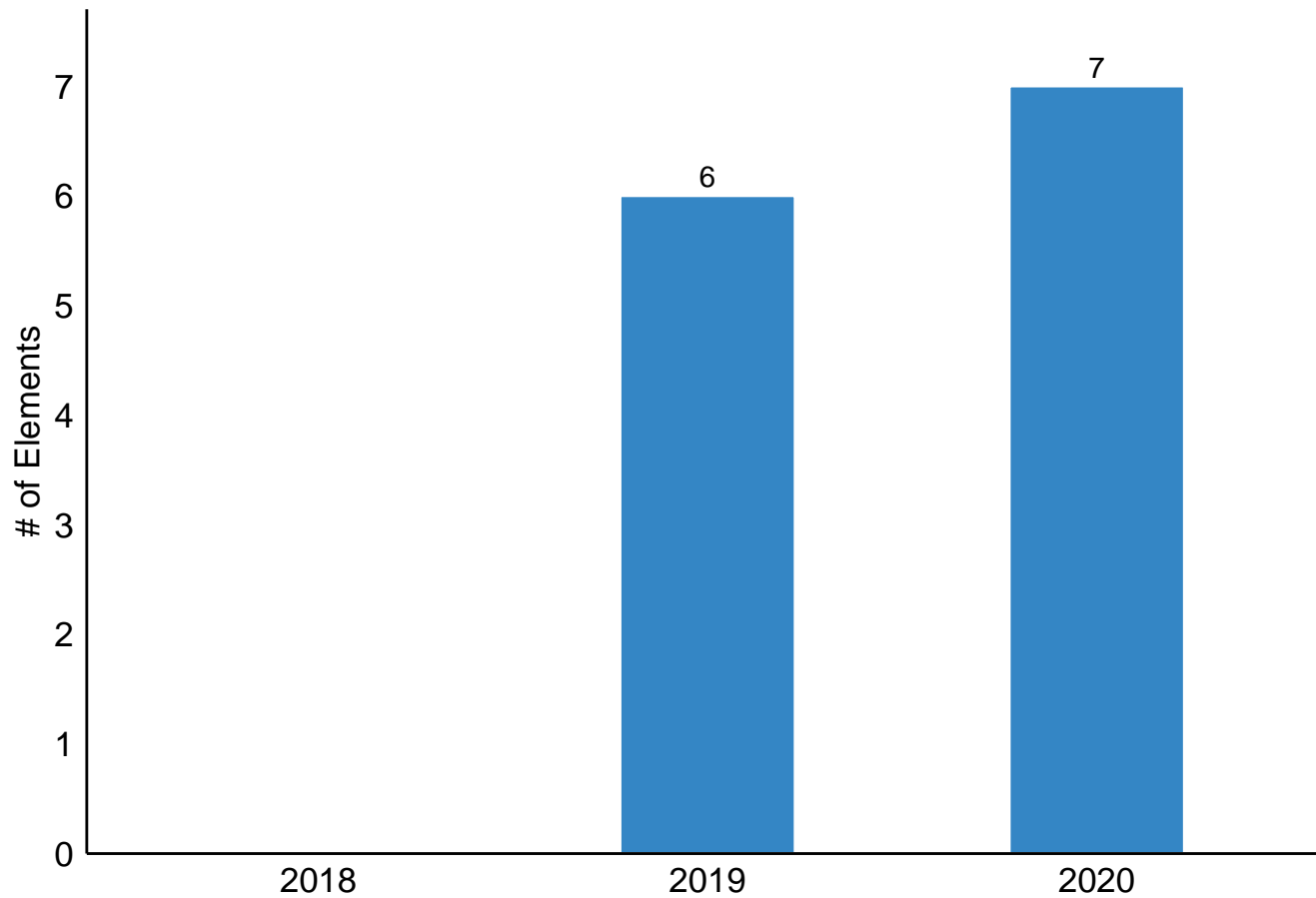
291308: Humboldt General Hospital

Winnemucca, NV, 89445

Hospital-Level Patient Safety/Inpatient and Outpatient MBQIP Core Measures Report Quarter 3 - 2021

Generated on 03/14/22

Figure 5. Antibiotic Stewardship Trend in Humboldt General Hospital
Antibiotic stewardship core elements met



AGREEMENT
FOR HOSPITAL CHIEF EXECUTIVE OFFICER EMPLOYMENT

THIS AGREEMENT (“Agreement”), made and entered into effective _____, 2022 (the “Effective Date”) by and between:

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

EMPLOYEE: ROBYN A. DUNCKHORST, BSN, RN, CEN
3245 Granada Avenue
Winnemucca, Nevada 89445

RECITALS:

A. Humboldt County Hospital District (“District” or “Employer”) owns and operates: Humboldt General Hospital (“Hospital”), an acute care medical facility with critical access designation; Harmony Manor, an extended care medical facility; Quail Corner, a memory care medical facility; the Hospital Clinic, medical clinics offering the professional services of health care providers; and HGH EMS, an emergency medical services operation providing ambulance and advanced life support services (collectively herein referred to as the “District Facilities”), in Winnemucca, Humboldt County, Nevada, and has need for an administrator-chief executive officer (“CEO”) in the operation of such facilities.

B. Robyn A. Dunckhorst (“Employee”) has the required qualifications for the performance of the CEO services required by District and desires to perform such services for District.

C. District has determined to hire Employee for the performance of the CEO services for District.

D. As of the Effective Date, this Agreement shall set forth the terms and conditions of Employee’s employment by District for all services rendered on or after the Effective Date, and this Agreement shall supersede and replace the prior employment agreement between Employee and District.

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

1. TERM. This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years thereafter unless sooner terminated as provided in this Agreement. Each twelve (12) month period of this Agreement between the Effective Date and the anniversary date of the Effective Date is defined and may be referred to as an “Agreement year.” This Agreement shall automatically renew for

successive one-year periods unless one party provides contrary written notice at least ninety (90) days prior to the end of the then-current term.

2 SERVICES.

a Scope. Employee shall provide CEO services to the District described as: (i) serving as the full-time CEO of the District and for the District Facilities, and advising District concerning any and all matters related to the District or the District Facilities; (ii) performing all duties on behalf of the District and its Board of Trustees (the "Board") that may be reasonably required of a chief executive officer in the bylaws and policy statements of the District, as adopted, implemented and revised from time to time, the duties set forth in the Job Description attached as Exhibit B, and such additional duties that are typically performed by individuals serving in the capacity of a chief executive officer of facilities similar to the District Facilities; (iii) performing any special duties reasonably assigned or delegated to Employee by the Board; and (iv) performing all duties of a chief executive officer of the District Facilities as required by applicable law and regulations.

b. Limitation. District Although Employee is generally responsible for overseeing the day to day operations of District Facilities, Employee shall not be vicariously liable for the specific acts or omissions of third parties employed or contracted by District.

c. Additional Services. Employee may, with prior approval of the District and at the District's expense, retain other persons or entities to assist Employee in performing services pursuant to this Agreement. Such other persons and entities may include, but are not limited to, architects, engineers, accountants, attorneys, advisors, consultants and other professional services providers with specialized skills, training, experience or education.

d. Outside Services. Employee shall not serve as an officer, director or trustee or as an employee, contractor or in any other capacity of any other organization or entity providing medical and/or health care services if such organization or entity directly or indirectly competes to provide the services provided by District or such outside services interfere or conflict with Employee's duties to District or her obligations under this Agreement; provided, however, Employee may, with prior approval of the Board, serve in such capacity so long as such outside services do not interfere or conflict with Employee's duties to the District or her obligations under this Agreement.

e. Qualifications. Employee shall at all times satisfy the following Qualifications:

(i) To the extent required by applicable law, have the licenses, registrations, certifications or otherwise satisfy any requirements imposed by law to render services as the CEO of the District Facilities.

(ii) Satisfy District Facilities' employment screening requirements, including but not limited to having required immunizations, vaccinations and/or exemptions.

(iii) Not be debarred or excluded from participating in any federal healthcare programs, including but not limited to Medicare or Medicaid.

(iv) Have and maintain the training, competency, and the ability to provide the services and perform the other duties required by this Agreement.

f. Representations and Warranties. Employee represents and warrants that, as of the Effective Date and at all times during the term of the Agreement, Employee satisfies the following Representations and Warranties, the violation of which shall constitute a material breach of this Agreement:

(i) Employee satisfies the Qualifications set forth in this Agreement.

(ii) Employee is not subject to any contractual or other obligation that would prevent or interfere with Employee's ability to accept employment by District or perform the services or duties required by this Agreement, or subject District or Employee to liability due to Employee's employment or performance of services pursuant to this Agreement.

(iii) Employee has fully disclosed in writing any of the following that have occurred prior to execution of this Agreement: (i) any financial or other relationship that would create a conflict of interest or otherwise interfere with Employee's judgment or ability to perform the duties required by this Agreement; ; (ii) any actual or threatened adverse action, investigation, charges, disciplinary proceeding, limitation, termination, or restriction against Employee by any government or licensing agency, healthcare organization, medical staff, payer, or professional organization; or (iii) any criminal complaint or charges, convictions, or pleas against or involving Employee. Employee understands and agrees that a misrepresentation or failure to disclose information requested in response to such inquiries shall justify immediate termination or avoidance of this Agreement by District.

(iv) Employee has truthfully and fully responded to all questions asked by District, and Employee will truthfully and fully respond to all questions and requests for information sought by District, during District's employment process or otherwise. Employee understands and agrees that a material and substantiated misrepresentation or failure to disclose information requested in response to such inquiries shall justify immediate termination or avoidance of this Agreement by District.

(v) Employee shall immediately notify District if (i) Employee develops a conflict of interest that may adversely affect Employee's judgment or ability to perform the duties required by this Agreement; (ii) Employee fails to fully satisfy any of the Qualifications or Representations and Warranties; (iii) Employee is or becomes the subject of any investigation, inquiry, allegation, claim or charge by any governmental

agency, professional society, or healthcare facility; or (iii) Employee becomes aware of any acts, omissions, or other facts or circumstances that may result in liability to District or affect Employee's ability to perform Services under this Agreement. Failure to provide such notice shall be cause for termination of this Agreement by District pursuant to Section 8.3, below.

g. Performance Standards. In performing the services, Employee agrees to:

(i) Devote substantially all of her/his business time and attention to providing the services pursuant to this Agreement;

(ii) Use her/his best efforts to further the interests of District and assist District in accomplishing its mission as defined by the Board;

(iii) Provide services in a customary manner, be present at District Facilities as necessary to effectively perform Employee's duties, and be reasonably available to respond promptly to needs or concerns that may arise at District Facilities when Employee is not present. When Employee is unavailable, Employee shall ensure that Employee has designated and authorized appropriate personnel to respond in Employee's absence.

(iv) Direct the affairs of the District Facilities in a manner consistent with the supervision and instructions provided by the Board;

(v) Maintain regular communication with the Board, as frequently as agreed between Employee and the Board, to ensure the Board is advised of the status of District Facilities' operations and issues relevant to the Board's duties;

(vi) At all times act in a professional, respectful, courteous, and responsible manner so as to promote respect, cooperation, teamwork, professionalism and integrity among District Facility personnel, medical staff members, and the community.

(vii) Use District property, personnel and resources solely for District's purposes, and not for any private use;

(viii) Comply with all applicable state and federal laws and regulations applicable to the operation and maintenance of District Facilities, and all District Facility policies and procedures.

h. Intellectual Property. Employee agrees that District shall own and retain the rights to any intellectual property (including but not limited to any matter that may be protected by copyright, patent, trademark, trade secret, etc.) created or developed by Employee while acting within the course and scope of this Agreement or while using District personnel, property or resources.

3. DISTRICT RESPONSIBILITIES. The District shall: (i) pay the compensation, including salary, benefits, fees and allowances, due Employee for the performance of services pursuant to this Agreement; and, (ii) pay for costs and expenses authorized by this Agreement and by the District which are incurred by Employee in the performance of chief executive officer services and functions pursuant to this Agreement consistent with District policies or as otherwise agreed by District.

4. COMPENSATION.

a. Base Salary. Employee shall be paid a base salary of Two Hundred Sixty Thousand Dollars (\$260,000) per annum. The base salary may be adjusted as District and Employee agree from time to time. The base salary shall be paid biweekly in equal installments on the District's regular salary and wage payment schedule. If District grants a cost of living and/or merit increase to all its employees, Employee is eligible to receive the same cost of living increase and/or merit increase as given to all other employees, whether as a fixed amount or as a percentage of salary, at the same time and in the same manner as granted to all other employees of District, 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. Performance Bonus. In addition to the base salary, Employee may be eligible to receive a performance bonus if agreed by the parties on such terms and conditions as the parties shall agree as set forth in the attached Exhibit C, or otherwise.

5. BENEFITS / FEES / ALLOWANCES / EXPENSES.

a. Benefits. Employee shall be entitled to benefits otherwise available to District's similarly situated employees subject to District's then applicable employee benefit plans and policies. The parties expressly intend that Employee shall be credited for her past years of services as an employee of District when determining Employee's eligibility for benefits. For sake of certainty and to avoid misunderstanding, Employee is currently entitled to the following benefits under District's current employee benefit plans and policies; however, the parties understand and agree that District reserves the right to modify its employee benefit plans and policies at any time for its employees, which modification shall apply to Employee as with other employees:

(i) **District Paid Time Off.** A total of thirty-seven and one-half (37.5) days (300 hours) paid time off ("PTO") per Agreement year, which is an all purpose time off policy for vacation, leave, holidays and personal business (it does not include sick leave, which is addressed below). The accrual rate for PTO is 0.144231 hours per paid hour calculated each biweekly pay period (e.g., 80 paid hours every biweekly pay period times 0.144231 equals 11.5385 accumulated hours, and 11.5385 accumulated hours per pay period times 26 pay periods per year equals 300 hours per year). When the PTO accrual reaches 300 hours in any Agreement year, the accrual 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 300 hours. Payment of PTO shall be based upon an hourly prorating of Employee's base salary compensation then in effect. If Employee 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 300 hours. Upon request by Employee, but not more frequently than four times (4X) per Agreement year, Employee is entitled to receive compensation in lieu of time off for accrued PTO. With the exception of an unforeseen circumstance, event or emergency, Employee shall obtain the advance approval for PTO from the Board Chair or his/her designee. The PTO accumulated through Employee's employment with District prior to employment pursuant to this Agreement is retained and carried over as accrued PTO under this Agreement. Employee is entitled to receive compensation for accrued PTO benefits upon separation from employment with District.

(ii) **Sick Leave.** A total of one and eighty-five one hundredths (1.85) hours of sick leave per every two-week pay period. When the sick leave accrual reaches 480 hours in any Agreement year, the accrual of sick leave ceases and there is no accrual until the then accrued sick leave is used to reduce the accrued sick leave to less than 480 hours. Payment of sick leave shall be based upon an hourly prorating of Employee's base salary compensation salary then in effect. If Employee does not use all or any portion of the sick leave 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 sick leave that can be accrued and/or rolled over is 480 hours. The sick leave accumulated through Employee's employment with District prior to employment pursuant to this Agreement is retained and carried over as accrued sick leave under this Agreement. Employee is not entitled to receive compensation for accrued sick leave upon separation from employment with District or otherwise.

(iii) **Health Care.** Medical, dental, vision, and prescription drug coverage consistent with the health and welfare benefit plan provided other employees of District. Health care coverage for Employee's spouse and eligible dependents shall be made available, at Employee expense.

(iv) **Insurance-Disability.** Life insurance coverage, consistent with the life insurance coverage plan provided employees of District, shall be provided, at District's expense, for Employee (subject to eligibility). Disability insurance coverage shall be made available to Employee, at Employee expense.

(v) **Retirement.** The District share of the contribution for the State of Nevada Public Employees Retirement System ("PERS") plan selected by the Employee in accordance with PERS rules and regulations then in effect. There may be an adjustment to the base salary, using a PERS adjustment factor, depending on the PERS retirement plan selected by Employee.

b. Professional Development-Continuing Education Allowance. District shall pay without prior approval up to the sum of Three Thousand Five Hundred Dollars (\$3,500) per Agreement year for registration, dues, participation in and certification for professional development programs, FACHE, healthcare executive related conferences and/or continuing education opportunities. In addition, District shall

pay the costs for the associated travel and per diem for meals and lodging as approved by District consistent with District policies. The time associated with professional development programs and continuing education approved by District is compensated service time and shall not be considered PTO. Professional development programs and continuing education fees exceeding \$3,500 per Agreement year will be paid subject to prior approval of the Board.

c. Expenses Allowance. District shall reimburse Employee for reasonable and customary costs and expenses approved by District consistent with District's reimbursement policies and procedures, including but not limited to approved expenses incurred for commercial carrier travel, airline travel, vehicle rental, parking, lodging, meals, telephone, Internet and other communication services incurred by Employee for providing services to or on behalf of District and associated with approved professional development programs, continuing education and attending to professional duties in the health care field. To ensure reimbursement, Employee is encouraged to obtain prior approval of significant expenses and costs. To obtain reimbursement, Employee shall provide an invoice, receipt, and/or other documentation as District shall reasonably require to support the costs and expenses for which reimbursement is sought consistent with District's policies and procedures. The costs and expenses allowed by this section do not include reimbursement for routine travel to and from Employee's home to place of employment, personal expenses of Employee or any expenses of Employee's family members. District shall not be responsible for any other business or travel expenses of Employee unless agreed to in writing by the Board Chair or her/his designee prior to incurring such expenses.

d. Employment Retention Allowance. Upon satisfaction of both (i) successful completion of each full year of employment pursuant to this Agreement and (ii) satisfaction of such performance-based metrics for the relevant agreement year as Employee and District shall establish in Exhibit C or otherwise, District shall pay as an incentive and retention compensation to work and continue working in a rural community: (i) a one-time payment of Fifteen Thousand Dollars (\$15,000) upon completion of the first full year of employment; (ii) a one-time payment of Twenty Thousand Dollars (\$20,000) upon completion of the second full year of employment; and, (iii) a one-time payment of Twenty-Five Thousand Dollars (\$25,000) upon completion of the third full year and each subsequent year of employment, and each of such payments shall be made within thirty (30) days after the end of each Agreement year. If Employee's employment pursuant to this Agreement terminates prior to completion of a full year of employment during any Agreement year, the applicable employment retention payment shall be paid on a pro-rata basis thereof.

e. Payment Requests. When payment authorized by this section must be requested by Employee (e.g., expenses reimbursement, CE reimbursement or PTO payment) the Employee 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. INSURANCE. District currently maintains insurance coverage through the Liability Cooperative of Nevada (“LICON”), a risk pool administered by the Nevada Rural Hospital Partners, for directors and officers errors and omissions insurance and employment practices liability insurance, which insurance currently extends coverage to Employee for covered acts and omissions. Although District does not contemplate a change in insurance, District retains the right to modify its insurance provider while maintaining an equivalent or better coverage, at any time. Upon request, District shall provide information to Employee concerning available insurance and insurance coverage.

7. PROFESSIONAL MEETINGS. Employee is permitted to be absent from Employee’s usual place of employment for reasonable periods of time to attend professional meetings and to attend to such outside professional duties in the health care field as agreed to by Employee and the Board Chair or her/his designee. Attendance at such approved meetings and accomplishment of approved professional duties shall be compensated service time and shall not be considered PTO.

8. HOURS-TIME. Employee is an “exempt” employee as that term is defined by the Fair Labor Standards Act and as such is not entitled to overtime compensation; however, Employee is expected to typically work at least forty (40) hours per calendar week consisting of five (5) consecutive days of eight (8) hours shifts on Monday through Friday, excluding all legal holidays defined by NRS 236.015, followed by two (2) consecutive days off and, as the duties of the position require and at times as needed, Employee may work more than forty (40) hours per calendar week. Employee understands that the nature of her duties may require her to be reasonably available and to respond to District needs outside normal work hours.

9. TAXES-WITHHOLDING. District will withhold, if applicable, federal, state and local taxes, FICA taxes, workers’ compensation and unemployment contributions, PERS contributions and other fees and taxes from Employee’s base salary and benefits compensation paid under section 5 or otherwise under this Agreement as required by federal and state laws relating to employees and as requested by Employee. Taxes and contributions payments which are due and payable but not withheld by District from the payment of the allowances provided by this Agreement are the responsibility and obligation of the Employee.



10. PERSONNEL POLICIES. As a management level employee, Employee shall be subject to policies and rules of the District’s personnel manual, including attendance at Hospital orientation, mandatory in-services and passing employee health screening exams. Employee shall be subject to the applicable provisions and terms that apply to management personnel in the personnel manual. Employee shall perform all management functions required under the terms of this Agreement in a manner consistent with other employees’ rights under the personnel manual. Employee shall report directly to the Board.

11. PERFORMANCE REVIEW. The Employee’s performance under this Agreement and as the chief executive officer for District may be subject to review on an annual bases or as otherwise determined appropriate by the Board for the purpose of

evaluating Employee's performance and measuring the progress of meeting Board goals and objectives established for Employee. The Board shall endeavor to conduct such performance review not less than thirty (30) days prior to the anniversary date of this Agreement each Agreement year; provided, however, the Board may conduct such review at any time and as often or as infrequently as the Board deems necessary.

 **12. CONFIDENTIALITY.**


a. Non-Disclosure. Employee shall not, during or after employment with District, communicate in any way to any person or entity, any proprietary or confidential information of the District, including but not limited to confidential information concerning District's business or trade secrets (including "Trade Secrets" as defined by the Defend Trade Secrets Act of 2016), any business and financial data, any patient care information or patient lists, confidential information concerning District personnel or medical staff, strategic plans, quality assurance activities, risk management activities, or any other information of a confidential, sensitive, or proprietary information (collectively "Confidential Information") , unless such disclosure is pursuant to Employee's duties pursuant to this Agreement, the information is already known to the general public, the disclosure is required by law or lawful court order or subpoena, or the disclosure is authorized by the District. Employee shall follow appropriate procedures to ensure that patient, employee, peer review, credentialing, and similar confidentiality rights are not abridged in accordance with applicable state and federal confidentiality laws and regulations.

 **b. Authorized Disclosures.** Notwithstanding the language of this Agreement or any other written agreement, policy or handbook relating to Employee, the following actions shall not be a violation of this Agreement: 

(i) **Confidential Disclosure.** The disclosure of a Trade Secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law.

(ii) **Under Seal Disclosure.** The disclosure of a Trade Secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(iii) **Legal Proceedings Disclosure.** Where an individual files a lawsuit for retaliation by District for reporting a suspected violation of law and discloses the Trade Secret to his/her attorney or uses the Trade Secret information in the court proceeding, so long as the individual files any document containing the Trade Secret under seal and does not otherwise disclose the Trade Secret, except pursuant to court order.

13. INFORMATION TO DISTRICT. Employee shall use reasonable efforts to assure that District is regularly informed as to the status of matters that Employee is providing services for and  the courses of action or recommendations of Employee. Employee shall make reasonably available to District all written materials sent or received

by Employee pertaining to matters involving District and copies of specified materials will be provided to District upon request.

14. NON-DISCRIMINATION. Employee 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.

Employee shall not discriminate against any patient, District employee, District contractor or any other individual the Employee 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 chronic illnesses and related conditions).

15. RETENTION OF FILES. All the Employee's work product generated in the performance of this Agreement is owned by District. Upon termination of this Agreement, Employee shall immediately return all such work product, records, and other documentation belonging to District back to District.

16. TERMINATION.

a. Termination Reasons. This Agreement and the employment of Employee may be terminated as follows:

(i) Mutual Agreement. By mutual written agreement of District and Employee upon the terms and conditions set forth therein.

(ii) Without Cause.

(1) Either party may terminate this Agreement without cause at any time upon ninety (90) days prior written notice to the other party.

(2) At District's election, District may terminate the Agreement immediately without cause or relieve Employee of her/his duties to provide services at any time during the 90-day notice period, provided that District shall pay to Employee the Severance identified in Section d., below.

(iii) With Cause Upon Notice. Either party may terminate this Agreement for cause due to a material breach of the Agreement by the other party. In such cases, the non-breaching party shall give thirty (30) days prior written notice of intent to terminate due to a material breach. The breaching party shall have the opportunity to cure the breach during the 30-day time period. If the breaching party fails to cure the breach within the 30-day time period, the non-breaching party may terminate the Agreement at the end of the 30-day time period. Cause for termination by Employee shall

include but is not limited to the sale or transfer by District of its hospital or District's acts or omissions in violation of any law or regulation that Employee reasonably believes exposes her to liability. Cause for termination by District shall include but is not limited to Employee's breach of any term of this Agreement, material and substantiated violation of any District Facility policy, or failure to comply with the Performance Standards or duties required in this Agreement.

(iv) . Immediately Upon Notice. By District (acting through its Board) immediately upon notice to Employee upon the occurrence of any of the following:

(1) Employee fails to satisfy the Qualifications or Representations and Warranties in this Agreement;

(2) Employee repeatedly breaches one or more of the duties of this Agreement, violates any policies of District Facilities applicable to Employee, or fails to perform duties as directed by the Board after having received, on at least two prior occasions, the notice and opportunity to cure the breach, violation or failure to perform duties pursuant Section 16(a)(iii), above.

(3) Employee dies or becomes disabled. To the extent allowed by law, Employee shall be deemed to be "disabled" if Employee fails or is unable to perform the services required by this Agreement, with or without reasonable accommodation as defined and required by the Americans with Disabilities Act, for a total of ninety (90) days or more, regardless of whether such days are consecutive, during any twelve (12) consecutive months.

(4) Employee grossly or willfully mismanages District Facilities.

(5) Employee commits, is charged with, pleads no contest to, or is convicted of a felony or a crime of moral turpitude, any conduct in violation of any law or regulation relevant to healthcare entities.

(6) Employee conducts herself/himself in a manner which District determines to be unethical or fraudulent; jeopardizes the health or safety of patients or District personnel; misappropriates District property or resources; or materially impairs the reputation of or disrupts the operations of District; or unreasonably exposes District to liability.

(7) Employee uses alcohol, any drug, or otherwise abuses any substance, any of which materially impairs the ability of Employee to effectively perform Employee's services under this Agreement or which endangers Employee, patients or other personnel. Employee hereby consents to examination and testing for use of alcohol or controlled substances upon District's request consistent with District's drug and alcohol testing policies.

(8) Employee knowingly or recklessly misrepresents any facts to the Board.

(9) Employee engages in any other activity that would justify immediate termination under District's personnel policies or compliance policies.

b. Effect of Termination. At the effective date of termination, all rights, duties and obligations of District and Employee under this Agreement shall terminate except: (i) District shall compensate Employee for services rendered for which compensation is due but has not been received; (ii) District shall pay the District share of any required PERS contribution(s) applicable to payments made under this section; and, (iii) other terms in this Agreement that are intended to survive termination of this Agreement, including the confidentiality agreement (section 12), the records access and retention of files (section 15), the non-competition covenant (section 18), and the release (section 19) provisions shall continue to bind the parties.

c. Post-Termination Obligations. Upon termination of this Agreement for any reason:

(i) Employee shall cooperate with District in completing Employee's pending duties for the District and transitioning Employee's duties to other appropriate personnel identified by District, and taking such other action as reasonably requested by District to ensure appropriate continuation of effective District operations. Employee shall not notify District personnel of the termination unless and until the communication is authorized by District. If requested by District, Employee shall cooperate in developing and transmitting an appropriate notice to District personnel and the public.

(ii) Employee shall immediately return to District all property belonging to District, including but not limited to keys, access cards, equipment, supplies, documents, etc. Upon termination, Employee shall not access District's information system except to complete duties as authorized by District in writing.

(iii) Following termination, both parties shall take reasonable steps to cooperate with each other if requested by the other party in responding to an investigation, inquiry, claim or action arising out of or related to this Agreement or Employee's services under this Agreement.

d. Severance Allowance-Rehire Eligibility. Employee's entitlement to a severance upon termination and potential for re-hire shall be determined as follows:

(i) If this agreement is terminated by mutual Agreement pursuant to Section 16(a)(i), there is no payment of a severance allowance to Employee.

(ii) If this Agreement is terminated by Employee without cause pursuant to section 16(a)(ii) or by District with cause pursuant to Section 16(a)(iii) or (a)(iv), there is no payment of a severance allowance to Employee.

(iii) If this Agreement is terminated by Employee with cause pursuant to Section 16(a)(iii) and such cause is found to be valid, District shall pay to Employee severance in an amount equal to six (6) months (i.e., 50%) of Employee's then-

applicable base salary, plus any unpaid benefits that have accrued as of the effective date of termination, less any applicable taxes and withholdings. Nothing in this Section shall limit District's right to challenge whether cause for termination is warranted under the Agreement, and any severance payment shall not be due and owing until such cause has been confirmed through dispute resolution as described in this Agreement.

(iv) If this Agreement is terminated by Employer without cause pursuant to Section 16(a)(ii), District shall pay to Employee severance as described in this subsection.

(1) Employer shall have the right to require Employee to perform services pursuant to this Agreement during District's 90-day notice period under Section 16(a)(ii), during which time Employee shall be entitled to the compensation otherwise due under this Agreement. If Employee fails to provide services or otherwise comply with the terms of the Agreement during such 90-day period, Employer's obligation to pay any Severance Payment shall immediately terminate.

(2) If the District decides to terminate the Agreement prior to expiration of the 90-day notice period in Section 16(a)(ii), District shall pay as severance 50% of Employee's base salary plus any unpaid benefits that have accrued as of the effective date of termination, less the amount paid by District to Employee as compensation for services rendered from the date the District gave notice of termination pursuant to Section 16(a)(ii) until the effective date of termination, less applicable taxes and withholdings.

(3) If Employee provides services for the entire 90-day notice period in Section 16(a)(ii), District shall pay as severance 50% of Employee's base salary plus any unpaid benefits that have accrued as of the effective date of termination, less the amount paid by District to Employee as compensation for services rendered from the date the District gave notice of termination pursuant to Section 16(a)(ii) until the effective date of termination, less applicable taxes and withholdings.

e. Eligibility for Rehire. If District terminates this Agreement for cause, Employee shall not be eligible for re-hire by District unless District determines otherwise in its sole discretion. If this Agreement is terminated for any other reason, Employee shall be eligible for re-hire. District shall have right to determine, in its sole discretion, the terms of any continued employment. Nothing in this Agreement or otherwise shall give Employee the right to be re-hired by District following termination of this Agreement.

f. Benefits Carryover. If this Agreement is terminated but, in its sole discretion, District rehires Employee within thirty (30) days following termination of this Agreement, the PTO and sick leave accumulated through the terms of section 5 of this Agreement shall be retained and carried over as accrued PTO and sick leave under the subsequent employment if and to the extent permitted by and subject to the terms and conditions of District's then-applicable employee benefits plans and policies.

17. COVENANT NOT TO COMPETE DURING EMPLOYMENT. During Employee's employment by District, Employee shall not, directly or indirectly, either personally or as an employee, associate, partner, manager, independent contractor, consultant, agent or otherwise, engage in any business or activity in which District is engaged that directly or indirectly competes with the business of District, or that would otherwise interfere with or adversely affect Employee's performance of her obligations under this Agreement or her duties to District.

18. COVENANT NOT TO COMPETE AFTER EMPLOYMENT. Employee, 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, Employee 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 services as a chief executive officer for a health care or health care related provider, hospital, hospital district, organization, corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person that performs and/or offers the same type of business and services that District performs and/or offers, or (ii) solicit or accept employment to perform such chief executive officer services with or from any health care or health care related provider, medical clinic, hospital, hospital district, organization, corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person, or (iii) solicit, divert, accept business from or otherwise take away or interfere with any client, customer, patient, employee, medical staff member, contractor or account of District, or (iv) perform the same type of services that Employee performed for District pursuant to this Agreement. The intent of this Section is to ensure that Employee is not in a position to use the information and skills obtained or developed on behalf and at the expense of District to aid a competitor of District to District's disadvantage. The covenant not to compete shall not preclude Employee from soliciting or accepting purely clinical or other non-chief executive officer services, contracts or employment with any health care or health care related provider. 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.

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19. **GENERAL PROVISIONS.** The general provisions attached hereto as **Exhibit "A"** are made a part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement is effective as of the Effective Date.

DISTRICT:

EMPLOYEE:

Board of Trustees Chair

Robyn A. Dunckhorst

EXHIBIT "A"
TO
EMPLOYMENT AGREEMENT
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 Employee and shall not be transferred or assigned by Employee 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 Employee with all applicable laws, regulations and rules, and Employee 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.

(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.

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 terms used in this Agreement with reference to any federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation.

J. DISPUTE RESOLUTION. Any controversy, claim or dispute relating to this Agreement or a breach thereof shall be the subject of informal discussions between Employee and the Board Chair or her/his designee and/or a committee of the District as determined appropriate by the Board Chair. If no agreement can be reached between Employee and the Board, the parties shall submit the matter to mediation by a qualified mediator approved by both parties. Both parties shall participate in good faith in the mediation, which mediation shall take place within thirty (30) days after demand for mediation by either party. The parties shall share equally the cost of mediation. If the parties are unable to resolve the matter through mediation, either party may pursue litigation. In any litigation, the prevailing party shall be entitled to recover their costs of enforcement, including reasonable attorneys' fees.,

K. 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.

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

M. INDEMNIFICATION.

(i) Subject to the limits and defenses applicable to government entities such as District, District consents and agrees to defend, indemnify and hold harmless the Employee from and against any and all claims, demands, liabilities and costs (collectively "Claims") incurred by Employee, including reasonable attorney's fees, arising out of, relating to, or in connection with District's negligent or intentional acts or omissions and/or the negligent or intentional acts or omissions of District's officers, agents or employees excluding Employee; provided (1) such indemnification obligation shall not apply if and to the extent that the obligation to indemnify Employee would result in the loss of any available insurance coverage for the Claims; (2) Employee shall immediately tender the defense of any such Claim to District, in which case District shall have the right to assume

the defense of such Claim and District shall not be responsible for any subsequent costs or fees incurred by Employee on her/his own behalf relating to the defense; and (3) the indemnification obligation shall not apply if and to the extent that the Claims arose in whole or in part from the acts or omissions of Employee.

(ii) Employee consents and agrees to defend, indemnify and hold harmless the District from and against any and all claims, demands, liabilities and costs (collectively "Claims") incurred by District, including reasonable attorney's fees, arising out of, relating to, or in connection with Employee's grossly negligent or intentional acts or omissions; provided (1) such indemnification obligation shall not apply if and to the extent that the obligation to indemnify District would result in the loss of any available insurance coverage for the Claims; and (2) the indemnification obligation shall not apply if and to the extent that the Claims arose in whole or in part from the acts or omissions of District or any District employee, agent, or representative excluding Employee.

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 Employee's employment or other 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 unless terminated pursuant to the terms of this Agreement.

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: (i) they have read this Agreement; (ii) that the terms and provisions of this Agreement have been explained to them; (iii) they are fully aware of the contents and binding legal effect of this Agreement; and, (iv) 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 Employee may not reside in Humboldt County, Nevada, Employee 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”
CHIEF EXECUTIVE OFFICER
JOB DESCRIPTION:**

POSITION SUMMARY

The Chief Executive Officer (“CEO”) is responsible for managing the day-to-day operations of District Facilities; establishing a system for assuring that high quality patient care is provided; assuring the sound fiscal operation of District Facilities while promoting services that are produced in a cost-effective manner; ensuring compliance with laws, regulations, and accrediting body requirements while continually monitoring the organization’s service and delivery system; and ensuring optimal fulfillment of the District’s mission and philosophy in response to the identified needs of the community and patients. The CEO will work closely with the Board of Trustees (“Board”) and leadership of the organized Medical Staff of District Facilities in fulfilling the CEO’s duties and in developing the strategic direction and major policies of the institution.

DUTIES AND RESPONSIBILITIES

In addition to specific duties assigned by the Board or as required by applicable bylaws, policies, procedures, laws, regulations and accreditation standards, the CEO:

1. Participates with the Board, Medical Staff and District Facility leadership the development and implementation of strategic plans.
2. Attends and participates in Board meetings, appropriate staff meetings, outside community meetings, and other applicable District-related functions as necessary to further the interests of District and District Facilities.
3. Works closely with and provides general supervision of District Facility leadership (including but not limited to leaders of clinical services, financial services, human resources, quality assurance, compliance, health information technology, and physical facilities), all of whom report to CEO. CEO shall ensure that qualified leaders are hired and developed as necessary to allow the District Facilities accomplish their missions.
4. Ensures that appropriate goals and objectives are established for District Facility leadership and personnel and monitors and facilitates the accomplishment of such goals and objectives by regularly reviewing organizational performance in key areas.
5. Provides leadership and general oversight in the selection, development, organization, motivation, management, training, evaluation and promotion of District Facility personnel so as to ensure that District Facilities are properly staffed with qualified, capable personnel.
6. Identifies and ensures District Facilities have the physical facilities, equipment, supplies and other resources needed to provide effective patient care and otherwise accomplish the mission and goals of the District Facilities.

7. Recruits, retains, and establishes a cooperative and collaborative relationship with qualified Medical Staff and clinical support personnel so as to facilitate high quality, effective, and cost-efficient patient care at District Facilities.
8. Assures the financial health of District Facilities by, among other things, preparing appropriate budgets for Board approval, ensuring the District Facilities operate within budgetary constraints, and ensuring that District Facilities maintain sound financial practices and have adequate funds to carry out their missions.
9. Ensures District Facilities have an effective compliance program and comply with laws and regulations governing District Facilities and the rules of accrediting bodies.
10. Serves as the public face of District Facilities in the community, and develops and maintains good relationships with the community to facilitate community support, identify community healthcare needs, and work with the community to address those needs.
11. Ensures that District Facilities' services are provided and Facility resources are managed in a cost-effective manner.
12. Fosters a smoothly functioning, efficient organization through anticipating problems and the timely and effective resolution of disruptions.
13. Reports regularly to the Board concerning the foregoing.
14. Performs such additional duties as assigned by the Board or set forth in this Agreement.

EXHIBIT "C"
PERFORMANCE-BASED BONUS

This is the review utilized for 2022 and the questions may be altered at the chair discretion; the 1-5 scale must stay consistent. Each question is evaluated on the 1-5 scale and the average summation of all questions will form the overall evaluation number.

5 – Exceeds Expectations: The CEO performs above and beyond these accountabilities as a part of her leadership. The CEO's performance in this area is outstanding and exceeds my expectations.

4 – Meets Expectations: The CEO always practices these accountabilities as a part of her leadership. The CEO's performance in this area meets all of my expectations.

3 – Meets Some Expectations: The CEO often practices these accountabilities as a part of her leadership, but not always. The CEO's performance in this area generally meets my expectations.

2 – Meets Minimal Expectations: The CEO inconsistently practices these accountabilities as a part of her leadership. The CEO's performance in this area only meets some of my expectations.

1 – Fails to Meet Expectations: The CEO rarely or never practices these accountabilities as a part of her leadership. The CEO does not perform well in this area.

N/A – Not Applicable/Don't Know: Not applicable, don't know or has not been observed.

Questions:

Overall Financial Management

1. Achieves financial goals as set by the Board of Trustees
2. Promotes effective allocation and utilization of resources
3. Ensures that adequate financial controls are in place to protect the financial health of the organization
4. Enhances revenue and controls costs to foster achievement of planned operating and total margins

Quality of Care and Service

5. Fosters a culture of quality and safety within the organization
6. Ensures overall hospital-wide quality and compliance programs are actively in place for all services
7. Gains commitment from entire clinical staff to support hospital's quality improvement initiatives
8. Maintains organizational focus on delivering customer service that meets the highest patient satisfaction and customer service standards
9. Ensures that the organization takes measures necessary to promote patient and employee safety

Human Resource Management

10. Provides leadership that allows the organization to attract, retain, motivate and develop a highly qualified workforce
11. Manages a cohesive executive team to successfully implement organizational objectives
12. Strives to maintain a good working environment and high employee morale

Leadership

13. Displays strong leadership in effectively navigating complex challenges facing the organization
14. Fosters climate that promotes effective decision-making at all levels of the organization
15. Demonstrates the ability to bring people together and guide them towards a common goal
16. Promotes and prioritizes high ethical standards for the organization

Operational and Performance Management

17. Exhibits understanding of key operating issues while maintaining primary focus on strategic leadership
18. Takes responsibility for achievement of established organizational goals
19. Establishes systems for monitoring performance and provides regular reports to the Board of Trustees
20. Oversees regulatory compliance with local, state and federal standards and takes corrective action when necessary

Strategic Planning

21. Effectively develops strategic plan for long term sustainability with realistic strategic goals and objectives
22. Develops, communicates and leads implementation of the organization's strategic plan
23. Promotes an effective strategic planning process with leadership team
24. Obtains and allocates resources consistent with strategic priorities

Board Relations and Communications

25. Provides the Board of Trustees with clear and timely information it needs to monitor organizational performance and make good decisions
26. Builds and maintains effective working relationships with Board members
27. Keeps Board informed of important developments and issues
28. Provides the Board of Trustees with on-going educational opportunities

Physician Relations

29. Develops and maintains positive and productive relationships with physicians associated with the organization
30. Encourages input from physicians, e.g., key operational issues and strategic plan
31. Develops and implements a Medical Staff sustainability plan consistent with the organization's strategic plan and direction

Leadership and External Relations

32. Clearly communicates the vision and mission of the organization to the community and organizational stakeholders
33. Effectively represents the organization's position to local, state and federal law makers
34. Ensures the organization participates in the identification of community health needs
35. Implements programs to appropriately address/ identify community health needs

Professional Development

36. Remains current on healthcare industry changes and trends
37. Engages in personal and professional development
38. Attends and serves professional and civic service organizations as an organizational representative
39. Encourages professional development of employees

Overall Performance Rating

40. Please provide your overall rating of the CEO's performance. Provide your comments in the space below

Examples

41. Please identify any examples of performance that you believe are particularly noteworthy. Explain how the examples illustrate your evaluation above

Achievements

42. Please identify any achievements you believe should be recognized.

Improvements Needed

43. Please note any areas in which the CEO's abilities or performance should be improved

ADULT DETENTION FACILITY MEDICAL AUTHORITY AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2022, by and between HUMBOLDT COUNTY, a political subdivision of the State of Nevada, by and through the Humboldt County Sheriff's office, the "COUNTY," and HUMBOLDT COUNTY HOSPITAL DISTRICT, the "DISTRICT."

WITNESSETH:

WHEREAS, the COUNTY is responsible for the operation of the Humboldt County Adult Detention Facility ("Detention Facility") in Winnemucca, Nevada, including the providing of periodic medical care services for inmates detained at the facility; and

WHEREAS, COUNTY employs and is responsible for a nurse at the Detention Facility (herein the "Nurse") for the purposes of: (i) administration of medications to Detention Facility inmates per facility policies and applicable laws and regulations; (ii) performing initial booking assessments on inmates per facility policies; (iii) establishing policies for health care services at the facility; (iv) ensuring all facility health care services diagnostic equipment is operational; (v) maintaining the stock of facility health care and medical supplies; and, (vi) consulting with facility inmate health care providers on inmate health care related questions; and

WHEREAS, COUNTY desires to obtain the services of qualified medical providers to provide periodic health care services for inmates detained at the facility which are beyond the scope and qualifications of the COUNTY Nurse, to assist the COUNTY Nurse with the delivery and administration of health care services at the facility when requested

by the Nurse and to be available to respond to Nurse’s health care related questions that pertain to inmates at the Detention Facility; and

WHEREAS, the DISTRICT operates Humboldt General Hospital (“Hospital” or “HGH”), an acute care medical 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 the ability to provide the services of licensed, qualified medical providers (e.g., MDs, DOs, PAs, NPs, APNs, etc., herein “Providers” or “Provider” when the context requires the singular) to serve the needs and interests of the COUNTY in providing health care services at the Detention Facility;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions herein, the parties agree as follows:

ARTICLE I – MEDICAL SERVICES

Section 1.1: DISTRICT, through Providers designated by DISTRICT, shall provide professional medical care services for inmates at the Detention Facility: (i) as outlined in Attachment A; and, (ii) on an “as requested” basis.

Section 1.2: In the event DISTRICT Providers are temporarily unable to provide medical care services for COUNTY, then DISTRICT may, with the concurrence of the Humboldt County Sheriff, designate suitably qualified substitute(s) for the Providers to provide the medical care services contemplated by this Agreement. The Humboldt County Sheriff’s Office may utilize the emergency department as a twenty-four (24) hour service of the Humboldt General Hospital.

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Section 1.3: For purposes of administering this Agreement and the services provided by the Providers, the Humboldt County Sheriff, or the Sheriff's designee, is the person with authority to act on behalf of the COUNTY.

ARTICLE II – TERM-RENEWAL

Section 2.1: This agreement becomes effective initially upon execution by all parties and will remain in effect until the end of the calendar year and will continue thereafter on a January 1 to December 31 calendar year basis until terminated by either party as herein provided.

ARTICLE III – CONSIDERATION

Section 3.1: COUNTY shall pay DISTRICT fees for health care services provided pursuant to this Agreement as follows:

- A. A fee of \$80.00 per inmate for each inmate receiving Provider services at the Detention Facility;
- B. The reasonable and customary fee in effect for each inmate provided services at an HGH Clinic, Emergency Department or at a site other than the Detention Facility; and,
- C. The reasonable and customary fee in effect for office or specialty referral, x-rays, laboratory or other diagnostic or treatment provided to an inmate.

Section 3.2: DISTRICT shall submit periodic invoices to COUNTY for services provided, and COUNTY shall remit payment within thirty (30) days of receipt of an invoice.

ARTICLE IV – RELATIONSHIP

Section 4.1: COUNTY is contracting for the performance of Providers as independent contractors and COUNTY does not control the manner in which Providers exercise medical judgment nor does COUNTY retain control over the methods and procedures to be utilized by Providers in the performance of professional activities.

Section 4.2: No relationship of employment, partnership, joint venture or agency is created or intended to be created by this Agreement and DISTRICT and/or Providers

shall have no claim against COUNTY for services provided under this Agreement for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability or unemployment insurance benefits, or employee benefits of any kind.

ARTICLE V – WARRANTIES

Section 5.1: DISTRICT represents and warrants that: (i) Providers are duly licensed and in good standing, without restriction, in the State of Nevada; (ii) Providers will maintain and keep in good standing the Nevada license to practice medicine without restriction or challenge during the term of this Agreement; and, (iii) the Providers' services provided pursuant to this Agreement shall be consistent with the standard care and quality of services generally available from such type of Providers in the Winnemucca, Nevada area.

ARTICLE VI – INDEMNIFICATION

Section 6.1: DISTRICT assumes all liability for and agrees to defend protect, indemnify and hold harmless the COUNTY against liability, claims, demands, costs, losses and expenses, including attorney fees, for damage to property or injury, including death to persons, arising from the active or passive negligence or willful misconduct of the Providers in performing services pursuant to this Agreement.

ARTICLE VII – INSURANCE

Section 7.1: COUNTY shall be responsible for procuring and maintaining, at COUNTY expense, professional liability insurance for the Providers for claims arising out of the performance of the Providers' services at the Detention Facility pursuant to this Agreement, including "tail coverage" or continuation of insurance after termination of the services provided hereunder.

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Section 7.2: DISTRICT shall promptly notify COUNTY of any claim or threatened claim based on services provided by the Providers or under the Providers supervision.

Section 7.3: COUNTY shall promptly notify DISTRICT of any claim or threatened claim based on services provided by the Providers or under the Providers supervision.

ARTICLE VIII – EQUIPMENT-SUPPLIES

Section 8.1: COUNTY shall provide, at COUNTY expense, equipment and supplies that are necessary for conducting the Providers services provided pursuant to this Agreement when services are performed at the Detention Facility.

Section 8.2: DISTRICT shall provide, at DISTRICT expense, equipment and supplies that are necessary for conducting the Providers services provided pursuant to this Agreement when services are performed at District Facilities.

ARTICLE IX – NON-DISCRIMINATION

Section 9.1: The Providers shall not discriminate against the COUNTY, the Humboldt County Sheriff, and their officers, employees, agents or any other individual the Providers come into contact with at the Detention Facility by reason of the services performed pursuant to this Agreement because of national origin, race, creed, color, religion, age, sex, sexual orientation, gender identity or expression, veteran's status or disability (including AIDS and related conditions).

ARTICLE X – TERMINATION

Section 10.1: This Agreement may be terminated without cause by COUNTY or DISTRICT upon service of a written notice of termination upon the other party. The termination shall become effective not sooner than thirty (30) days following service of the notice of termination unless another time is mutually agreed upon by COUNTY and DISTRICT.

ARTICLE XI – RELEASE

Section 11.1: Upon any termination of this Agreement and upon acceptance of all compensation for services performed, DISTRICT and COUNTY shall each be deemed to have voluntarily released and discharged the other, their respective governing boards, the Humboldt County Sheriff, and their respective officers, employees, agents and successors and assigns, individually and collectively, and in their official capacities, from any and all liability arising out of the providing of services under this Agreement.

ARTICLE XII – GENERAL CONDITIONS

Section 12.1: This Agreement may be modified or amended only in writing by an instrument executed with the same formality as this Agreement.

Section 12.2 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. In the event litigation is used to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in Humboldt County, Nevada and the parties waive the right to bring, try or remove such litigation to any other county or judicial district; provided, however, nothing in this Agreement shall be construed to limit the right of a court of competent jurisdiction to change the venue.

Section 12.3: This Agreement relates to the performance of services and shall not be transferred or assigned by DISTRICT without the prior written consent and agreement of COUNTY. Any unauthorized transfer of this Agreement shall be void.

Section 12.4: This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

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Section 12.5: 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.

Section 12.6: In the performance of services pursuant to this Agreement, there shall be compliance by COUNTY, DISTRICT, the Nurse and the Providers with all applicable laws, regulations and rules, and DISTRICT and the Providers shall comply with applicable COUNTY and Detention Facility policies.

Section 12.7: Whenever the construction of this Agreement requires, the gender of every word shall include every other gender when the context requires such inclusion, 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 presumption apply, to the interpretation and/or enforcement of this Agreement or any documents attached to this Agreement.

Section 12.8: 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.

Section 12.9: The capitalized terms used in this Agreement with reference to federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation. The terms "Nurse" and "Providers" as used in this Agreement shall include, when the context requires inclusion, all authorized associates and subcontractors, agents

of the Nurse or the Providers used to provide services or carry out services under this Agreement, and authorized assignees of the Nurse or the Providers.

Section 12.10: 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.

Section 12.11: 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 or proof of receipt of a facsimile or other electronic transmission or communication and, if there is no acknowledgment or proof of receipt, then one business day after the date of transmittal 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 any party by notice to every other party in the manner herein provided, that is:

If to COUNTY:

County Manager
50 W. Fifth Street, Room 205
Winnemucca, Nevada 89445

If to DISTRICT:

Chief Executive Officer
118 E. Haskell Street
Winnemucca, Nevada 89446

Section 12.12: 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.

Section 12.13: 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.

Section 12.14: The enforceability, voidability, invalidity or illegality of any provisions of this Agreement shall not render any other provisions unenforceable, void, invalid or illegal.

Section 12.15: Time is of the essence of this agreement and its provisions.

Section 12.16: 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.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the day and year first above written.

COUNTY:

 Humboldt County Sheriff

Date: _____

DISTRICT:

 Chairman, District Board of Trustees

Date: _____

ATTACHMENT A
TO
ADULT DETENTION FACILITY MEDICAL SERVICES AGREEMENT

1. Providers will, subject to existing or prior DISTRICT commitments and scheduling conflicts, be available for up to four (4) half-day clinic sessions per calendar month at the Detention Facility.
2. Providers shall attend to the medical needs of inmates, on a case by case basis, at the Detention Facility.
3. Providers shall, in the event of a medical emergency, be aware of the normal protocol to be followed for transportation of the Detention Facility inmates and disposition of the medical emergency.
4. Providers shall assist in arranging specialist consultation as needed by Detention Facility inmates.
5. Providers shall keep and record the information necessary to ensure the proper care of Detention Facility inmates and provide required documentation of same.
6. Providers shall review and countersign all medical records generated in the Detention Facility.
7. Providers shall oversee and be responsible for the distribution instructions for prescription medication used in the Detention Facility and prescribed by Providers.

Department: Radiology

Item Description: Aplio i700 Ultrasound System

Justification:

1. **Purpose: To provide high quality and high-resolution ultrasound to patients at HGH. Current machine was purchased in 2012, has low quality images, out of date technology, limited scanning capabilities. New machine will have echo, prostate, high resolution of small parts, greater penetration for larger patients, lighter machine, and probes for better ergonomics.**
 - **Other vendors considered/other quotes: Radiology demoed GE and Philips. The prices were and technology were comparable. Radiology Director though best to keep platforms consistent with Canon for ease of training and transitioning from exam-to-exam.**
 - **Return on Investment: NA**

Cost to purchase: \$206,893 (grant-funded, funds have been received by HGH)

Other Costs:

- **Service/Maintenance Agreement: \$9,594 (years 2-4)**
- **Consumables**

Request: Approval to purchase ultrasound system using grant funds

Purpose: To purchase a new ultrasound system that will replace the current ultrasound in radiology department.

Budgeted: NA

Recommendation: Purchase the Aplio i700 Ultrasound System using grant funds to replace the current Aplio i500 ultrasound in radiology. Current equipment can be repurposed to other areas of the hospital (e.g. Labor & Delivery).



CANON MEDICAL SYSTEMS USA, INC.

Made For life

QUOTATION/ORDER SUMMARY

DATE: 3/23/2022
SID #: 30067472
QUOTE #: 161586-1

PRESENTED TO:

HUMBOLDT GENERAL HOSPITAL
118 E HASKELL ST
WINNEMUCCA, NV. 89445

APLIO-ISERIES-I700.000
APLIO I700 ULTRASOUND SYSTEM

SPECIAL INFORMATION & TERMS

- If this quotation is not accepted by May 31, 2022, Canon Medical Systems USA, Inc. reserves the right to cancel this quotation.

This quotation shall remain valid until May 31, 2022.

All prices are F.O.B. destination.

Payment terms are: Cash - 0% down payment, 80% upon shipment, 20% net 30 days upon completion of installation and/or availability for first use, whichever is earlier.

This quotation/order will be subject to and governed by the Agreement for Ultrasound equipment products between HealthTrust Purchasing Group and Canon Medical Systems USA, Inc., reference contract no. HPG-73599.

Please return signed quotation to Canon Medical Systems USA, Inc. by email OrderAdmin@us.medical.canon or fax 714-441-9320.

ACCEPTED AGREED AND ORDERED:

PURCHASER'S SIGNATURE/TITLE

DATE

CANON MEDICAL SYSTEMS REP

DATE

All information contained in this quotation is confidential and may not be disclosed to any third party without Canon Medical Systems' prior written consent.



CANON MEDICAL SYSTEMS USA, INC.

Made For life

EQUIPMENT SUMMARY:

APLIO-ISERIES-I700.000

APLIO I700 ULTRASOUND SYSTEM

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>	
APLIO-I700-V6.5.100	1	APLIO I700 PRISM ULTRASOUND SYSTEM	LIST: \$185,000.00 NET: \$82,374.00
	1	APLIO I700 ULTRASOUND IMAGING SYSTEM	
	1	PROTOCOL ASSISTANT	
	1	GEL WARMER	
	1	STANDARD APPLICATIONS TRAINING	
PLT-1202BT/FS	1	MULTI-FREQUENCY LINEAR TRANSDUCER HOCKEY STICK (17LH7)	LIST: \$10,000.00 NET: \$4,453.00
PLI-1205BX/FS	1	LINEAR ARRAY TRANSDUCER (I18LX5)	LIST: \$17,000.00 NET: \$7,570.00
PLI-705BX/FS	1	MULTI FREQUENCY LINEAR ARRAY TRANSDUCER (I11LX3)	LIST: \$16,000.00 NET: \$7,124.00
PVI-475BX/FS	1	CONVEX ARRAY TRANSDUCER (I8CX1)	LIST: \$12,500.00 NET: \$5,566.00
PSI-30BX/FS	1	2D MATRIX ADULT CARDIAC TRANSDUCER (I6SX1)	LIST: \$15,000.00 NET: \$6,679.00
ENDO-AI700/4.100	1	EV/ER TRANSDUCER HOLDER KIT	LIST: \$1,000.00 NET: \$445.00
	1	EV/ER TRANSDUCER HOLDER	
PVT-781VTE/FS	1	MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3)	LIST: \$10,000.00 NET: \$4,453.00
PVT-770RT	1	MULTI-FREQUENCY ENDORECTAL TRANSDUCER (10C5) (SP)	LIST: \$18,000.00 NET: \$8,015.00
USPV-AI900A/EL	1	PANORAMIC VIEW	LIST: \$10,000.00 NET: \$4,453.00



CANON MEDICAL SYSTEMS USA, INC.

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<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>	
UIWL-A500A/AA	1	WIRELESS LAN KIT	LIST: \$1,500.00 NET: \$668.00
USUH-AI700A/EL/4.100	1	ULTRA HIGH FREQUENCY KIT	LIST: \$40,000.00 NET: \$17,811.00
	1	ULTRA HIGH FREQUENCY CAPABILITY	
PLI-2004BX/FS	1	LINEAR ARRAY TRANSDUCER (I24LX8) (SP)	LIST: \$20,000.00 NET: \$8,905.00
USMV-AI700A/EL/6.100	1	4D KIT	LIST: \$5,000.00 NET: \$2,226.00
	1	4D	
PVT-675MVS	1	MULTI-FREQUENCY TRANSDUCER FOR 4D IMAGING (9CV2) (SP)	LIST: \$25,000.00 NET: \$11,132.00
USEL-AI900A/EL	1	ELASTOGRAPHY SOFTWARE	LIST: \$12,000.00 NET: \$5,343.00
USSW-AI700/5.100	1	SHEAR WAVE KIT	LIST: \$20,000.00 NET: \$8,905.00
	1	SHEAR WAVE	
UACV-AI700/6.100	1	CV KIT	LIST: \$20,000.00 NET: \$8,905.00
	1	CV KIT FOR V5.1 OR LATER	
	1	REFERENCE SIGNAL KIT	
	1	REFERENCE SIGNAL CABLE	
	1	CONTINUOUS WAVE KIT	
	1	PENCIL CONNECTOR UNIT	
USWT-AI900A/EL	1	2D WALL MOTION TRACKING KIT	LIST: \$7,500.00 NET: \$3,339.00
USSD-AI900A/EL	1	SI-DI KIT (REQUIRES 2D WALL MOTION TRACKING)	LIST: \$3,500.00 NET: \$1,558.00



CANON MEDICAL SYSTEMS USA, INC.

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<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>	
UITB-AI900A/AA	1	2ND CONSOLE KIT	LIST: \$10,000.00 NET: \$4,453.00
USHE-AI900A/EL	1	ONLINE HELP KIT	LIST: \$200.00 NET: \$89.00
UZBK-AI900A	1	TRANSDUCER HOLDER BASKET	LIST: \$500.00 NET: \$223.00
UP-D25MD/ISERIES.100	1	SONY COLOR PRINTER KIT FOR APLIO ISERIES	LIST: \$4,950.00 NET: \$2,204.00
	1	SONY COLOR PRINTER	
	1	MOUNTING KIT FOR PRINTER / DVD	
		LIST PRICE	\$464,650.00
		TOTAL QUOTE PRICE	\$206,893.00
		Applicable Sales Tax Additional	



CANON MEDICAL SYSTEMS USA, INC.

Made For life

FINANCE OPTIONS:

Finance options are available through Canon Medical Finance USA, a program of Canon Medical Systems USA, Inc.

CANON MEDICAL FINANCE USA OFFERINGS:

- Fair Market Value, \$1.00 Buy Out (Lease to Own), and Loan structures
- Finance terms ranging from 12 months to 84 months
- Financing for 3rd party assets (including, but not limited to leasehold improvements & I.T.)

CANON MEDICAL FINANCE USA BENEFITS:

- No progress payments. Payments begin after delivery and installation
- Upgrades to the current technology platform can be financed.
- Flexible finance structures, such as deferred payments, tiered repayments, and bridge financing, to meet cash flow needs

Finance options are subject to credit underwriting, approval, and a fully executed contract.

For more information, please contact Trish Malone, Dir. Financial Programs at:

tmalone@us.medical.canon or +1 714 669 1226

COMPONENT SUMMARY:

PART NUMBER QTY DESCRIPTION

**APLIO-I700-
V6.5.100** **1** **APLIO I700 PRISM ULTRASOUND SYSTEM**

Part of Canon Medical Systems' ultra-premium i-Series, the Aplio™ i700 PRISM Edition ultrasound system provides a wide range of clinical capabilities, making it a comprehensive solution for a wide range of clinical targets with consistent, robust performance. Powerful iBeam+ imaging technology and intelligent AI-enabled applications and workflows allow the user to gain even more confident clinical insights through consistent and efficient performance. The improved bandwidth and processing power of the iBeam+ beamformer results in images with better penetration and detail resolution, so you can see more.

Aplio i-series Prism Edition's design can help Sonographers scan more comfortably and boost productivity in daily routine as well as more complex cases. Aplio's system console is fully adjustable for seated or standing use and easily accommodates a variety of users. The rotating user interface allows alignment of elbow, wrist & trackball in an ergonomically sound and patient-engaging position. The system continues and extends Canon Medical Systems' industry-first imaging and visualization capabilities and delivers exceptional image quality with sophisticated ergonomics that elevate efficiency to higher levels.

STANDARD COMPONENTS

- Aplio i700 Ultrasound Imaging System with iBeam+ beamformer technology, is up to 4 times faster than non Prism version's hardware to provide sharper images with better penetration and thus optimal, more robust results for higher clinical confidence.
- High definition 23" LCD monitor with articulated arm and handle
- 12.1" Programmable, touch-command screen with 3-section design allowing easy and intuitive access to all controls via a simple swipe
- Electric Lift for easy up/down of the control panel
- Protocol Assistant for an automatic execution of user-programmable imaging sequences, including measurements and labelling
- 4D hardware. Permits select standard transducers to be used for freehand 3D, giving access to volume imaging without the need to purchase further software or hardware, and allowing visualization of areas of interest without the need for mechanical 4D transducers.
- Four active transducer ports for convenient transducer access
- Six transducer holders
- Windows 10, maintaining up-to-date cyber security
- DICOM
- OBR (On-Board Reporting) for OB
- Built-in DVD/CD drive with writer

- Up to 5 USB Ports (including USB 3.0)
- Raw data capabilities. Multiple parameters can be adjusted (including common modes like 2D and Color) as well as annotations and measurements. This may be done at any time, both during the exam for immediate correction, as well as in the days after the patient has left.
- Large capacity Cine Memory
- Scan depth of up to 50 cm (transducer dependent). The depth of 50 cm is industry-leading and allows penetration for large patients
- Dynamic Micro Slice - enables optional iDMS transducers to be used. These are often '2-in-1' transducers, covering the frequency bandwidth of 2 standard transducers which can help reduce examination time, as well as reduce costs
- Multiplexing kit - enables optional Quad View for CHI, Quad View for SWE, Shadow Glass, Smart Sensor 3D, Multi-reflection Canceller and iDMS. The sophisticated architecture in the Multiplexing kit helps drive the high speed processing of the very large data volumes provided using the i700. It also allows for multiple display options, such as providing 4-in-1 screens for viewing several imaging views at a single glance
- Software STC for depth as well as lateral gain adjustment. The ability to have lateral gain as well as the more common depth gain allows individual adjustment in areas that may be difficult to assess due to variations in attenuation across the image.
- Security Management Kit. In this age of ever increasing security risks, this may be used to provide various options for authentication of users, auditing, and allowing automatic de-identification of images. The antivirus software permits only registered executable files to be executed, preventing execution of malware. No Canon Ultrasound systems have been hacked in any of the recent cybersecurity breaches while protected under Canon's cybersecurity practices.
- Gel Warmer

STANDARD IMAGING FEATURES

- ApliPure+™ - enhances the display of boundaries between tissues and reduces speckle noise and acoustic shadows, when used in conjunction with iBeam+, ApliPure+ improves B-mode imaging frame rates by up to 187% (>2.5X).
- Advanced Dynamic Flow™ (ADF) - enables blood flow imaging with detailed visualization and high frame rate
- Full Focus with iBeam+ function enables clear, uniform images from near and to far field without the need for focus adjustments. With fewer application steps and greater uniformity, this can be particularly useful to help shorten exam times.
- Auto-Intima Media Thickness (A-IMT)
- Biopsy Enhance Auto Mode (BEAM) - enhances visualization of the needle during linear transducer biopsies

- Differential Tissue Harmonic Imaging (D-THI) – simultaneously transmits two frequencies for better spatial resolution and penetration
- Precision Imaging - assists in reducing noise and speckle in the image and increases the visibility of tissue
- Tissue Doppler Imaging (TDI)
- Trapezoid Imaging
- Ultra Wide View - Canon's unique technology of Ultra Wide View enables the user to image more anatomy in one view, providing more information and perspective in a single image, while still maintaining high image quality.
- Tissue Specific Optimization (TSO) – adjusts for differing speeds of sound from tissue of various acoustic characteristics especially in breast imaging
- Quick Scan – automatic, real-time, adjustment of gain and TGC in 2D and spectral Doppler
- Smart 3D – Internal hardware to enable Smart 3D external hardware and additional software
- Vascularity Index – Displays multiple parameters for a Power/SMI image such as number of pixels, and the ratio in the Power/ SMI image and within the ROI
- Superb Micro-vascular Imaging (SMI) –Enhances the visualization of slow and microvascular flow (at high resolution and in both monochrome 'subtraction' and various color map displays) for assessment of all vascularity, but especially very fine vessels or in cases with very slow flow, that are not usually seen with color Doppler
- SMI G4 - expands the range of visible blood flow to visualize ultra-low to high speed blood flow with reduced clutter, reduced flash artifact, less noise and high sensitivity.
- Tissue Harmonic Imaging (THI)

Connectivity

Extensive communication and data management capabilities enable seamless integration into hospital and research environments including the following DICOM functions:

- DICOM data type
 - US Image (still image)
 - US Multi Frame (dynamic image)
 - SC Image (storage in a separate file)
 - Enhanced US Volume (Volume data image)
 - Structured Report (measurement result information)
- Server connection
 - Storage (Server/Media)
 - MWM (Modality Worklist Management)
 - MPPS (Modality Performed Procedure Step)
- Storage function
 - Storage Commitment
 - Query/retrieve

- Standard conformity check function
 - Verification (export/import)
- Print function
 - DICOM Print

Cybersecurity

- Windows 10 OS with Microsoft support for patches/updates
- Windows firewall configuration
- Password authentication for users, auditors, administrators and service access
- McAfee® Solidifier, a whitelist antivirus software for endpoint protection
- Follows NIST 800:37 Risk Management Framework (RMF)

Optional features at additional cost:

- Wireless capability using WPA2 Enterprise for secure communications
- InnerVision with Remote Connectivity Suite for remote diagnostics, service and monitoring
- ApliGate kit - collaboration tool that allows users to share images from the ultrasound system to a remote personal computer. Images transmitted using ApliGate can be de-identified according to HIPAA guidelines to remove protected health information (PHI).

APPLICATIONS SUPPORT

Developed with customer input, Canon Medical Systems' innovative support programs have resulted in increased customer satisfaction. These include the following:

Technical Assistance

Customer support specialists are available 24/7 to help resolve technical issues in real time. Application support specialists are also available to assist staff with protocol and image-quality issues.

Local Customer Teams

A single call mobilizes a local team of Canon Medical Systems customer engineers. With an average of 10 years of Canon Medical Systems experience and 105 hours of specialized training per team member, they can resolve almost any performance issue.

Parts Support

A complete inventory of product parts is ready for shipment when and where they are needed, any time of day or night.

1 APLIO I700 ULTRASOUND IMAGING SYSTEM**1 PROTOCOL ASSISTANT**

A sequence of operations is registered, and each operation is executed by single switch operation. Enables automated workflow when performing complex ultrasound exams. Featuring one-click operation, Protocol Assistant helps increase consistency and maintain standards from start-to-finish and patient-to-patient.

1 GEL WARMER**1 STANDARD APPLICATIONS TRAINING****Training**

Included with the purchase of Aplio is training conducted by Canon Medical Systems applications specialists registered with the American Registry of Diagnostic Medical Sonographers (ARDMS).

Training includes:

- Two days of on-site applications training
- One day of on-site follow-up applications training
- Free access to www.healthysonographer.com website for the latest information on how to optimize your scanning environment and minimize your risk of WRMSDs, particularly using Canon systems (the Healthy Sonographer Platform™).
- Optional on-site HealthySonographer Certification program (additional cost)

The training is offered to the Customer at no charge, providing that it is completed no later than one (1) year after the warranty start date.

Additional On-Site Training

Available for purchase.

PLT-1202BT/FS

1 MULTI-FREQUENCY LINEAR TRANSDUCER HOCKEY STICK (17LH7)**Model:** PLT-1202BT**Imaging Frequencies:**

- Aplio i-series: 4.5 - 17.0 MHz
- Aplio 300/500: 6.1 - 17.0 MHz

Footprint/Curvature: Approx. 25.6mm**Use:** Small parts (superficial), MSK, intraoperative**Biopsy kit/adaptor:** N/A**Reusable biopsy adapter:** N/A**Fusion adapter:** UAFS-010A

Prerequisite:

Aplio i-series V2.0 or later (i700, i800, i900), i600 V2.0 or later

Aplio 300/500 V7.0 or later

- PLI-1205BX/FS** **1** **LINEAR ARRAY TRANSDUCER (I18LX5)**
Model: PLI-1205BX
Imaging Frequencies: 4.0 – 18.0MHz
Footprint/Curvature: Approx. 46mm
Use: Small parts, MSK, peripheral vascular
Biopsy kit/adapter: 680-139, 680-138, 610-608, 680-149, 680-148, 610-1500, 680-132, 680-133, 610-1017, 610-1018, 610-1019
Reusable biopsy adapter: N/A
Fusion adapter: UAFS-008A

Prerequisite: Aplio i-series V1.0 or later (i700, i800, i900)

- PLI-705BX/FS** **1** **MULTI FREQUENCY LINEAR ARRAY TRANSDUCER (I11LX3)**
Model: PLI-705BX
Imaging Frequencies: 3.5 – 8.5MHz
Footprint/Curvature: Approx. 46mm
Use: Peripheral vascular, Small parts, MSK
Biopsy kit/adapter: 680-150, 680-151, 610-1500
Reusable biopsy adapter: N/A
Fusion adapter: UAFS-008A

Prerequisite: Aplio i-series V2.0 or later (i700, i800, i900)

- PVI-475BX/FS** **1** **CONVEX ARRAY TRANSDUCER (I8CX1)**
Model: PVI-475BX
Imaging Frequencies: 1.8 – 6.2MHz
Footprint/Curvature: Approx. 50mm
Field of View: Approx. 70 degrees
Use: Abdominal, fetal, pediatric
Biopsy kit/adapter: 680-143, 680-142, 610-608, 680-153, 680-152, 610-1500
Reusable biopsy adapter: N/A
Fusion adapter: UAFS-007A (included with UIFR-AI900A)

Prerequisite: Aplio i-series V1.0 or later (i700, i800, i900)

- PSI-30BX/FS** **1** **2D MATRIX ADULT CARDIAC TRANSDUCER (I6SX1)**

- ENDO-AI700/4.100** **1** **EV/ER TRANSDUCER HOLDER KIT**

- 1** **EV/ER TRANSDUCER HOLDER**
EV/ER Transducer Holder for Aplio iSeries. Adds a dedicated holder for endocavitary transducers.

PVT-781VTE/FS 1 MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3)

Model: PVT-781VTE

Imaging Frequencies:

- i-series: 3.6 – 10.5 MHz
- Aplio 300/500: 3.0 – 11.0 MHz

Footprint/Curvature: Approx. 10mm

Field of View: Approx. 180 degrees

Use: Transvaginal uterus, ovary

Biopsy kit/adaptor: 680-121

Reusable biopsy adapter: UAGV-035A

Fusion adapter: UAFS-006A

Prerequisite:

Aplio i-series V1.0 or later (i700, i800, i900), i600 V2.0 or later

Aplio 300/500 V6.0 or later

PVT-770RT 1 MULTI-FREQUENCY ENDORECTAL TRANSDUCER (10C5) (SP)

Model: PVT-770RT

Imaging Frequencies:

Aplio i-series: 4.7 – 10.0 MHz

Aplio 300/500: 4.7 - 10MHz

Footprint/Curvature: Approx. 10mm

Field of View: Approx. 170 degrees

Use: Prostate, bladder

Biopsy kit/adaptor: 680-093, 680-092

Reusable biopsy adapter: UAGV-032A

Fusion adapter: N/A

Prerequisite:

Aplio 300/500 Platinum V2.1 or later

Aplio i-series V3.1 or later (i600, i700, i800, i900)

USPV-AI900A/EL 1 PANORAMIC VIEW

B/W images can be obtained with a wider field of view by moving the transducer in the lateral direction.

UIWL-A500A/AA 1 WIRELESS LAN KIT

Wireless Lan Kit

Option kit for connecting to a DICOM network via a wireless LAN instead of the previously used LAN cable.

Prerequisite:

Aplio 300/500 Platinum V5.1 or higher

Aplio a450/a550 V1.3 or higher

Aplio i600, i700, i800 and i900 V2 or higher

USUH-
AI700A/EL/4.100

1 ULTRA HIGH FREQUENCY KIT

1 ULTRA HIGH FREQUENCY CAPABILITY

PLI-2004BX/FS

1 LINEAR ARRAY TRANSDUCER (I24LX8) (SP)

Model: PLI-2004BX

Imaging Frequencies: 8.8 – 24.0MHz

Footprint/Curvature: Approx. 41mm

Use: Small parts (superficial), MSK

Biopsy kit/adapter: 680-137, 680-136, 610-608, 680-147, 680-146, 610-1500, 680-134, 680-135, 610-1017, 610-1018610-1019

Reusable biopsy adapter: N/A

Fusion adapter: UAFS-008A

Prerequisite: Aplio i-series V2.0 or later (i700, i800, i900)

USMV-
AI700A/EL/6.100

1 4D KIT

1 4D

This unit is required for using the 4D / PET-512MD TEE transducer. Three-dimensional image data (volume data) can be generated and displayed by using image data acquired for three-dimensional image reconstruction.

Mechanical 4D (USMV-AI900A is required.)

The following functions can be used with a 4D transducer:

- Volume Color, Multi View, Magic Cut, VolPure™, Volume View
- STIC/STIC Color, 4D CHI (USHI-AI900A is required.), 4D Biopsy, Fly Thru (USFT-AI900A is required.), Luminance (USLM-AI900A is required.), Shadow Glass (USSG-AI900A is required.), OmniView, Auto flexible cut line,
- STL export (USPF-AI900A is required.)

Prerequisite: Aplio i600 V2.0 or higher, Aplio i700, i800, i900 V1.0 or higher

PVT-675MVS

1 MULTI-FREQUENCY TRANSDUCER FOR 4D IMAGING (9CV2) (SP)

Model: PVT-675MVS

Imaging Frequencies:

- i-series: 2.5 – 7.5 MHz

Footprint/Curvature: Approx. 48mm

Field of View: Approx. 70 degrees

Use: Fetal, abdominal

Reusable biopsy adapter: -
Fusion adapter: -

Prerequisite: Aplio i-series V1.0 or later (i700, i800, i900), i600 V2.0 or later

USEL-AI900A/EL	1	ELASTOGRAPHY SOFTWARE The kit enables Elastography.
USSW-AI700/5.100	1	SHEAR WAVE KIT
	1	SHEAR WAVE This kit allows tissue stiffness to be visualized by generating images that show shear wave propagation.
UACV-AI700/6.100	1	CV KIT
	1	CV KIT FOR V5.1 OR LATER
	1	REFERENCE SIGNAL KIT
	1	REFERENCE SIGNAL CABLE For cardiovascular examinations (ECG (Electrocardiogram), Respiration, ECG gating, Heart rate).
	1	CONTINUOUS WAVE KIT For cardiovascular examinations, adds Continuous Doppler capability to sector and pencil transducers.
	1	PENCIL CONNECTOR UNIT This unit is used to add connectors for pencil transducers.
USWT-AI900A/EL	1	2D WALL MOTION TRACKING KIT
		2D Wall Motion Tracking enables cardiac wall motion analysis including myocardial strain and cardiac volume using phased-array probes with CV capability.
USSD-AI900A/EL	1	SI-DI KIT (REQUIRES 2D WALL MOTION TRACKING) This kit adds new color mapping based on Diastolic phase Strain in 2D WMT mode.
		Permits visualization of change rate for end-diastolic strain
		<i>Prerequisite:</i> 2DWMT-I800.100

Aplio i600, i700, i800, i900 V3.1 or higher

UITB-AI900A/AA 1 2ND CONSOLE KIT
This kit adds a tablet terminal that communicates with the system main unit via wireless LAN to allow viewing and easy operation of the examination screen.

USHE-AI900A/EL 1 ONLINE HELP KIT
Displays user manual on the monitor.

UZBK-AI900A 1 TRANSDUCER HOLDER BASKET

UP-D25MD/ISERIES.100 1 SONY COLOR PRINTER KIT FOR APLIO ISERIES

Featuring digital, color-dye sublimation printing, this digital printer is optimized for ultrasound, endoscopy and cardiology applications. It provides long-lasting picture quality with high resistance to water and fingerprints.

The printer accepts standard Sony color print media.

With a slim, compact design, this printer offers a small footprint and a range of enhanced features including:

- Direct attachment to ultrasound or endoscopic systems via USB 2.0
- High resolution: 423 dpi
- New LCD front-panel screen design
- Two color settings on the front panel
- Flashing LED light indicating ribbon cartridge replacement and data transmission
- Convenient media sizes:
 - UPC-21S (3 3/4" X 2 7/8")
 - UPC-21L (5" X 3 5/8")
 - UPC-24SA (3 3/4" X 2 7/8")
 - UPC-24LA (5" X 3 5/8")

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 - UPC-21S (3 3/4" X 2 7/8")
 - UPC-21L (5" X 3 5/8")
 - UPC-24SA (3 3/4" X 2 7/8")
 - UPC-24LA (5" X 3 5/8)

1 MOUNTING KIT FOR PRINTER / DVD

Mounting kit for color printer and DVD video recorder which may be mounted individually or at the same time.

PRODUCT WARRANTY AND SERVICE COVERAGE

SYSTEM WARRANTY TERMS

Canon Medical Systems warrants that the Equipment will be free from defects in material and workmanship, for the duration and subject to the terms and conditions stated below. Any part furnished to Customer during the warranty period (stated in the table below) to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the Equipment.

The warranty period will commence on the date the installation of the product is complete. Notwithstanding the foregoing, in the event that the installation of the product is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which Canon Medical Systems is not responsible, the warranty period for such product may, at Canon Medical Systems' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

WARRANTY EXCLUSIONS

Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Canon Medical Systems, (3) absence of any product, component, or accessory recommended by Canon Medical Systems but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than Canon Medical Systems, (6) combining Canon Medical Systems' product with any product furnished by others that is not approved by Canon Medical Systems, (7) combining incompatible products of Canon Medical Systems, without Canon Medical Systems' prior approval, (8) improper use of the product, improper maintenance of the product by a party other than Canon Medical Systems, or failure to comply with any applicable instructions or recommendations of Canon Medical Systems, or (9) acts of God, fires, floods, strikes or other labor disturbances, or other causes beyond the reasonable control of Canon Medical Systems.

Canon Medical Systems does not warrant any products not manufactured by Canon Medical Systems such as, without limitation, monitors, and computer equipment. Such items will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems.

Warranty coverage also excludes consumables, including but not limited to accessories, batteries, storage media, power units, and printer consumables.

REMEDIES

If Canon Medical Systems determines that any product fails to meet the above-mentioned warranty during the applicable warranty period, Canon Medical Systems will correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming parts of the product. Canon Medical Systems will have the option to furnish either new or remanufactured replacement parts or assemblies. However, remanufactured parts will meet the manufacturer's specifications for new components as of the date of completion of installation. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems.

SOFTWARE UPDATES

Canon Medical Systems will furnish to Customer, free of charge for the life of the Equipment, all Canon Medical Systems software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features will be provided during the term of the warranty, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. Canon Medical Systems retains the sole right to determine whether a software release is considered an update or an upgrade for which Customer will be charged. The above items will be performed only during the Covered Hours stated in the warranty. Service required outside these hours will be billed at Canon Medical Systems' differential rates in effect at the time such items are provided to Customer.

WARRANTY SERVICE

Warranty service during the applicable warranty period will be performed without charge to Customer during Canon Medical Systems' normal business hours, Monday through Friday, excluding Canon Medical Systems holidays. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

Customer must promptly notify Canon Medical Systems within the applicable warranty period of any defect that is covered by the warranty, and make the Equipment promptly available for repair and maintenance.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

Canon Medical Systems' obligations stated above will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Canon Medical Systems does not warrant that the operation of the Equipment will be uninterrupted.

WARRANTIES BY PRODUCT LINE

ITEM TYPE	ULTRASOUND
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EQUIPMENT	12 Months
ACCESSORY OPTIONS	6 Months
REPLACEMENT & OPTIONAL PARTS*	90 Days
UPGRADE COMPONENTS	12 Months
TRANSDUCERS	12 Months

* The above 90-day period applies only to parts that are not furnished pursuant to a warranty repair for the Equipment. Any part furnished to Customer during the warranty period to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the System.

TERMS AND CONDITIONS OF SALE

1. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Canon Medical Systems is to provide installation, upon Canon Medical Systems' completion of installation, or (b) if Canon Medical Systems will not provide installation, upon delivery by Canon Medical Systems to Customer.
2. **TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Canon Medical Systems in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment will be as stated in the first page of this Quotation. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.
3. **DELAYS.** If Customer changes the scheduled delivery date during the period of 120 days preceding the delivery date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Canon Medical Systems as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Canon Medical Systems' site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Canon Medical Systems, the price set forth in this Agreement may be increased by Canon Medical Systems to a level equal to the prevailing price in effect at the time of the revised delivery date.
4. **EQUIPMENT INSTALLATION.** Canon Medical Systems will provide, at no additional cost, standard labor and rigging services to unload the Product from the transport vehicle and move to the final position. The shoring of floors, the widening of doorways, and other nonstandard rigging requirements will be negotiated between the Canon Medical Systems and Customer separately if it is determined they are required. Canon Medical Systems will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Canon Medical Systems. Customer will provide space at the installation site for the safe storage of Canon Medical Systems' tools, test equipment and other materials used for installation at no charge to Canon Medical Systems. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Canon Medical Systems, access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.
5. **EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Canon Medical Systems' written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.
6. **LIMITED WARRANTY AND REMEDY.** A. For the warranty period described below by product, Canon Medical Systems, as its only obligation, will replace or repair, without charge to Customer during Canon Medical Systems' normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Canon Medical Systems within the warranty period. Canon Medical Systems' warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Canon Medical Systems will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. During the warranty period, Canon Medical Systems will furnish free of charge any parts, including software required to correct any defect in the Equipment or as required under applicable laws.

B. Canon Medical Systems does not warrant that the operation of the Equipment of the System will be uninterrupted. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. CANON MEDICAL SYSTEMS' OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS OR SOFTWARE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET IN THIS AGREEMENT. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Agreement will not apply to, and Canon Medical Systems will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Canon Medical Systems.

7. LATEST HARDWARE AND SOFTWARE AT TIME OF DELIVERY.

Canon Medical Systems agrees that the Equipment ordered by Customer will, at the time of delivery to Customer, contain, at no additional charge to Customer, the latest hardware and software manufactured by Canon Medical Systems for such Equipment that are commercially available in the United States and which are provided as part of Canon Medical Systems' standard configuration for such Equipment at the time of delivery. This commitment applies only to components and not an upgrade to the entire system. Furthermore, it is limited to hardware and software that (a) have been ordered by Customer, and not any optional or other items that were not ordered by Customer, and (b) are cleared by the FDA as of the date of delivery of the Equipment. This clause does not apply to Assure, Demonstration or Used Equipment.

8. LIMITATION OF LIABILITY. A. NEITHER CANON MEDICAL SYSTEMS NOR CUSTOMER WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. IN NO EVENT WILL CANON MEDICAL SYSTEMS' LIABILITY TO THE CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO CANON MEDICAL SYSTEMS UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS.

9. SECURITY INTEREST. Canon Medical Systems hereby reserves and Customer grants to Canon Medical Systems a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received. In the event that Customer finances its acquisition of the Equipment through a lease, conditional sale contract, secured loan agreement or other financing agreement (collectively, "Lease") with Canon Medical Systems, then the security interest in the Equipment (and all products and proceeds thereof) shall secure all obligations of Customer due and to become due under the Lease.

10. REMOVAL OF EQUIPMENT. Until Canon Medical Systems has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

11. TRADE-IN. If this quotation includes the trade-in of Customer's existing equipment and the removal date of the trade-in equipment is delayed due to no fault of Canon Medical Systems or if the trade-in equipment is damaged or its condition deteriorates from the date of this quotation through the date of removal, Canon Medical Systems reserves the right to increase the pricing of the new equipment in an amount equal to the reduction in the resale price of the trade-in equipment. Customer must convey free and clear title to the trade-in equipment. If there are any liens or encumbrances on the trade-in equipment, Canon Medical Systems cannot accept the trade-in.

12. REMEDIES OF CANON MEDICAL SYSTEMS. If Customer fails to make any payment when due under this Agreement, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Canon Medical Systems may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Canon Medical Systems' discretion, until security satisfactory to Canon Medical Systems is given by Customer. Any costs incurred by Canon Medical Systems as a result of suspending performance or repossession or collection will be payable by Customer. Canon Medical Systems may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Canon Medical Systems may exercise any other rights available to it by law.

13. EXCUSED PERFORMANCES. Except for Customer's payment obligations hereunder, neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.

14. SOFTWARE. All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon Medical Systems. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Canon Medical Systems' prior written consent. In the event a third party's software is furnished to Customer, Customer may be required to execute a software license agreement as requested by such third party as a condition to delivery and/or purchase of the third party's product. Canon Medical Systems will furnish Customer with a copy of such license agreement for its review and execution. In the event Customer sells the Equipment to a third party, the purchaser thereof will have the same rights and obligations with respect to any Canon Medical Systems software as Customer. Customer will need to make its own determination whether it needs to obtain any consent from a third party for non-Canon Medical Systems software. Any Vital Images products quoted herein are conditioned on and subject to the Software License Agreement located at: <https://www.vitalimages.com/documents/CMI-Capital-License-Agreement.pdf> which is incorporated herein by reference.

15. CANCELLATION. Customer may not cancel the order subject to this Agreement except with Canon Medical Systems' prior written consent. In the event of cancellation without Canon Medical Systems' written consent, Canon Medical Systems will be entitled to recover liquidated damages in an amount equal to twenty percent (20%) of the purchase price of the Equipment

16. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of items not manufactured by Canon Medical Systems and the warranty thereof may be performed by Canon Medical Systems' contractors or suppliers.

17. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

18. **ATTORNEY'S FEES . COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorney's fees, expert fees, and court costs against the non-prevailing party.

19. **ACCEPTANCE BY CANON MEDICAL SYSTEMS.** This Quotation/Order will not be binding on Canon Medical Systems even if signed by a Canon Medical Systems' employee, until Customer's order for the Equipment is booked by Canon Medical Systems' Headquarter office.

20. **ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.

MAINTENANCE SERVICE AGREEMENT



CONTRACT NUMBER: **HGH-UL_02-01A**
 CUSTOMER PO#: _____
 TYPE: **NEW - POINT OF PURCHASE** SALES AE: **AK**

CUSTOMER LOCATION:
 Humboldt General Hospital
 118 E. Haskell St.
 Winnemucca, NV 89445

BILLING ADDRESS:
 Humboldt General Hospital
 118 E. Haskell St.
 Winnemucca, NV 89445

WARRANTY LENGTH: 24 Months **START DATE:** TBD **END DATE:** TBD
CONTRACT LENGTH: 48 Months - Post Warranty **START DATE:** TBD **END DATE:** TBD

SERVICE AGREEMENT PRICE: **MONTHLY \$ 799.50** **ANNUALLY \$ 9,594.00**
 PAYMENTS ARE MADE 30 DAYS IN ADVANCE AS FOLLOWS (PLEASE CHOOSE ONE): **MONTHLY** _____ **ANNUALLY** _____

Turn-Key Medical, Inc. agrees to inspect, adjust and maintain for the customer, subject to the terms and conditions set forth on the face and back of this Agreement, the equipment listed below or on the attachment, if any. Any changes to system configuration or services coverage noted in this agreement will require a revised Maintenance Service Agreement.

COVERAGE DETAILS

SERVICE COVERAGE TYPE: Parts - Labor - PM
PM SCHEDULE: Semi-Annual
COVERAGE HOURS: 8:00 AM - 5:00 PM M-F, Excluding Federal Holidays
RESPONSE TIMES: 30 Minutes Phone Response - 4 Hours On-Site Response
UPTIME GUARANTEE: 98%
LABOR AND TRAVEL CHARGES: Labor and Travel rates outside of coverage hours will be:
 Standard Overtime - 1/2 regular hourly rate - Premium Overtime - regular hourly rate

EQUIPMENT INFORMATION

SYSTEM ID #	EQUIPMENT DESCRIPTION	EFFECTIVE DATES	YEARS	ANNUAL	TOTAL
TBD	Canon Aplio i700 Prism Ultrasound	TBD to TBD	4.00	\$ 9,594.00	\$ 38,376.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
TOTALS				\$ 9,594.00	\$ 38,376.00

MISC. / ADDITIONAL:

* Defective probe replacement: Up to one (1) standard OR (1) specialty probe may be replaced annually at no charge to the customer, provided replacement is not due to customer negligence.
 * See Page 2 for Probe List

EXCLUSIONS:

Supply Items & Batteries
 SVC QT#:/SLS QT#: 583583-1/161586-1

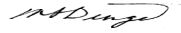
* REMOTE DIAGNOSTICS/ INNERVISION PLUS. During the term of this Agreement, Customer will support InnerVision Plus connectivity, if eligible, and will allow Turn-Key Medical (TKM) to install and maintain Canon 360° Connect™, to facilitate the performance of remote diagnostics, support and any applicable software downloads, on the Equipment. InnerVision Plus connectivity also allows TKM to pull utilization data for the Equipment (number of scans, time of scan, etc.) in order to provide reporting to the customer. Canon retains rights and title to InnerVision®. Customer will not remove, modify, or use or allow third parties to use InnerVision Plus connectivity without Canon's and TKM's prior written consent. Customer will be responsible and will promptly pay for any loss or damage to InnerVision Plus connectivity unless caused by Canon's or TKM's sole negligence. TKM will remove InnerVision Plus connectivity at the point TKM is no longer providing service on the Equipment or the system is removed from this service agreement.

We are pleased to offer you the services listed in this agreement on the condition that the terms hereof are the exclusive terms of sales. This quotation supersedes all previous quotations for these services. This offer shall remain open for 45 days after the quotation date unless otherwise specified and is subject to change or withdrawal by Turn-Key Medical prior to acceptance.

CUSTOMER ACCEPTANCE:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

TURN-KEY MEDICAL, INC.:

Signature: 
 Name: Mike Dingel
 Title: VP of Service
 Date: 3/25/2022



CONTRACT NUMBER: **HGH-UL_02-01A**
CUSTOMER PO#: _____
TYPE: **NEW - POINT OF PURCHASE** SALES AE: **AK**

CUSTOMER LOCATION:
Humboldt General Hospital
118 E. Haskell St.
Winnemucca, NV 89445

BILLING ADDRESS:
Humboldt General Hospital
118 E. Haskell St.
Winnemucca, NV 89445

ATTACHMENT A

SYSTEM(S):
Canon Aplio i700 Prism Ultrasound

PROBE(S):
PLT-1202BT/FS - MULTI-FREQUENCY LINEAR TRANSDUCER HOCKEY STICK (17LH7) - QTY 1
PLI-1205BX/FS - LINEAR ARRAY TRANSDUCER (I18LX5) - QTY 1
PLI-705BX/FS - MULTI FREQUENCY LINEAR ARRAY TRANSDUCER (I11LX3) - QTY 1
PVI-475BX/FS - CONVEX ARRAY TRANSDUCER (I8CX1) - QTY 1
PSI-30BX/FS - 2D MATRIX ADULT CARDIAC TRANSDUCER (I6SX1) - QTY 1
PVT-781VTE/FS - MULTI-FREQUENCY ENDOCAVITARY TRANSDUCER (11C3) - QTY 1
PVT-770RT - MULTI-FREQUENCY ENDORECTAL TRANSDUCER (10C5) (SP) - QTY 1
PLI-2004BX/FS - LINEAR ARRAY TRANSDUCER (I24LX8) (SP) - QTY 1
PVT-675MVS - MULTI-FREQUENCY TRANSDUCER FOR 4D IMAGING (9CV2) (SP) - QTY 1

* Defective probe replacement: Up to one (1) standard OR (1) specialty probe may be replaced annually at no charge to the customer, provided replacement is not due to customer negligence.

Specialty Probe (SP)

Upon Acceptance of this agreement, please forward to:
TURN-KEY MEDICAL, INC.
Attn: Michelle Hansen
P.O. Box 1180
Meridian, ID 83680
Phone: 208-888-1760
E-Mail: mhansen@turn-keymedical.com

TERMS OF AGREEMENT

This Agreement is effective upon signature by both parties. The terms contained in the Service Quote and the Terms and Conditions govern the repair and maintenance services for equipment listed and the use of related software. In the event of a conflict between this Service Quote and the Terms, this Service Quote prevails.

The Agreement terms apply to the entire service coverage period. If the Quote is for Point of Purchase Services, the coverage period will begin upon expiration of the applicable system warranty period. Prior to the end date of the coverage period, Customer will receive a document for renewal or termination of agreement. Customer must provide a signed copy of the new agreement or written notice of intent not to sign to Turn-Key Medical a minimum of thirty (30) days before End Date on the face of current Agreement. To provide for continuity of service, if no notification is received by Turn-Key Medical, the current Agreement will automatically renew on a month to month basis for a period of up to six (6) months until a signed copy of the new agreement or written notice of intent not to sign the new agreement is received. If a signed agreement is not received from the Customer at the end of 6 months, all service and billing will be cancelled, and notice of termination will be sent to the Customer.

PAYMENT, TERMINATION, AND CHANGES TO AGREEMENT

(a) Payment: Service pricing and payment schedule are listed on the Service Quote. Payments are due net thirty (30) days from the invoice date and are invoiced thirty (30) days in advance of service.

1. Delinquent Payment. Service and repairs may be suspended if Customer's account is past due for a period of more than thirty (30) days. PMs and service not requiring parts may continue to be performed at the discretion of Turn-Key Medical. Turn-Key Medical shall have the option to terminate this Agreement if Customer's account is past due for a period of more than sixty (60) days.

2. Taxes. State and Local taxes may be added to Customer invoices based on tax status. If Customer is tax-exempt, Customer will provide a valid tax-exemption certificate to Turn-Key Medical prior to the invoice date, otherwise Customer shall be invoiced for applicable taxes.

3. For Carestream DRX detectors, the Detector Protection Plan may be included with Agreement. With Protection Plan, replacement panel is a fixed cost of \$5,000, with the return of the defective detector. This rider resets after each occurrence. Detector Protection Plan covers accidental drops and liquid damage. It does not cover customer misuse/abuse. Agreement must be signed a minimum of 30 days before end of warranty. If not signed 30 days before end of warranty, the unit must be inspected to confirm proper functionality. If the unit is found to be fully or partially non-functional, customer is responsible for cost of repairs to bring unit to full functionality prior to activation of Protection Plan.

(b) Termination: Either Party may terminate this Agreement, with or without cause, after providing the other with sixty (60) days' prior written notice. On the event of termination, Customer agrees to pay for all services properly performed in accordance with Agreement up to the effective date of termination that has not been previously paid or reimbursed.

1. Termination Without Cause. In case of such termination by Customer, (unless Customer sells its business, or Customer's business merges with or is acquired by another entity who will have a controlling interest of 50% or greater), Customer will be assessed a cancellation fee of 25% of the residual Agreement price, based on the effective termination date. If cancellation occurs in the final year of coverage, the fee will be reduced to 15%.

2. Termination With Cause. This Agreement may be terminated if either Party is in breach of any material term of the Agreement, provided that the Party wishing to terminate will first give the other party written notice describing such breach in reasonable detail and such breach remains uncured (if curable) for a period of thirty (30) days.

3. Replacement or Removal of system. Contract will be terminated without penalty if equipment is replaced or upgraded by Turn-Key Medical, or if the system is completely taken out of service. Termination date will be based off notice date for systems being taken out of service or removal date for systems being replaced by Turn-Key Medical.

4. End-Of-Life. In cases where equipment is deemed End-Of-Life by the manufacturer, many times parts are still available. If parts or a specific part are unavailable, Turn-Key Medical retains the right to terminate this agreement immediately, effective the end of the month previous to the month the service call was opened.

(c) Changes to Agreement: Contract modifications will be effective on a go forward basis only and may not be applied to the contract retroactively. Changes will reflect Turn-Key Medical's current pricing and must be requested via a written notice from the Customer.

1. A customer with a CT agreement may elect to upgrade or downgrade Variable Glass Coverage level once a year, effective on the next contract anniversary date. Requests must be presented at least thirty (30) days prior to the contract anniversary date.

2. Other changes to scope of service, including Service Coverage Type and Coverage Hours must be requested via a written notice from the Customer. Requests must be presented at least thirty (30) days prior to the requested date of change.

EXCLUSIONS

(a) This Agreement does not cover expendable supply items, including batteries, unless specifically noted.

(b) When mutually agreed upon between the Customer and Turn-Key Medical, it is necessary to have equipment rebuilt at the factory because repair or parts replacement cannot maintain it in satisfactory operating condition, the cost of such factory reconditioning will be assumed by the Customer. Customer requires in all such cases a quoted price and issuance of P.O.

(c) This Agreement does not include installation of new equipment or accessories, moving the specified equipment to a new location, or relocation of the equipment within a room.

(d) This Agreement does not cover maintenance, repairs, or replacement parts required due to loss or damage to the equipment caused by fire, lightning, water, tornado, windstorm, hail, earthquake, explosion, smoke, smudge, aircraft, motor vehicle, collapse of building, strike, riot, vandalism, power failure or fluctuations, air-conditioning failure, or any other cause beyond the reasonable control of Turn-Key Medical. It does not include any maintenance, repairs, or replacements caused or required by or resulting from the fault or negligence of the Customer or Customer Representative.

MAINTENANCE SERVICE

Turn-Key Medical will provide the maintenance service described herein during a normal day shift work week consisting of five (5) eight (8) hour days, Monday through Friday, excluding Turn-Key Medical observed Holidays. The maintenance service includes:

(a) Planned maintenance service inspections, as specified by Turn-Key Medical, to be performed as scheduled on the face of this Agreement. These inspections include such items as lubrication, counterweight cable inspections, functional tests, leakage current test, and adjustments. One such inspection annually by a qualified Turn-Key Medical service representative shall include radiation measurements, where appropriate, to determine compliance with U.S. Bureau of Radiological Health standards. The inspection time shall be mutually agreed to in advance. Turn-Key Medical service personnel will be given full and free access to the equipment to perform these inspections. Failure to provide this access at the agreed to time may void the inspection requirement.

(b) On-call remedial maintenance service as required due to equipment malfunction.

(c) Unserviceable parts will be replaced by new parts or, at Turn-Key Medical's option, by parts equivalent to new in performance. Such replacement parts will be furnished on an exchange basis. Labor to install replacement parts is included. Unserviceable parts which have been replaced become the property of Turn-Key Medical.

(d) Subject to the availability of personnel, Turn-Key Medical will provide, at Customer's request, emergency maintenance service outside the hours of the normal day shift work week described above. Charges for service rendered at such times will be billed at Turn-Key Medical's applicable rates in effect at the time of service, including round trip travel time. The Customer will be charged for a minimum of two (2) hours per call. Other travel expenses and overnight living expenses incurred, if any, will be charged at actual cost in accordance with Turn-Key Medical's standards for expense remuneration of its employees on Company business. In cases where Turn-Key Medical is able to remote connect to a system and perform repairs, the Customer may be charged a minimum of one (1) hour per call.

(e) Software Updates / Upgrades. Except where listed as "Exclusions" Turn-Key Medical will furnish to Customer, free of charge for the life of the Equipment, all software or hardware updates to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features may be covered under this service agreement if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. The equipment manufacturer retains the sole right to determine whether a software release is considered an update or an upgrade for which the Customer will be charged. The above items will be performed only during the Coverage Hours stated on the face of this document. Service required outside these hours will be billed at Turn-Key Medical's applicable rates in effect at the time such items are provided to Customer.

(f) Uptime Guarantee is specified under Coverage Details on the Maintenance Service Agreement. Uptime guarantees are measured based on Coverage Hours, excluding Turn-Key Medical's recognized holidays. Uptime will be calculated using the following formula: $Uptime = (Base\ Time - Downtime) / Base\ Time$

Definitions:

- Base Time: Total covered hours.

- Downtime: Time when the specified imaging equipment is unavailable for scanning or diagnosing images due to equipment malfunction and is immediately available for service repairs.

Downtime will be calculated during the Coverage Hours and commence when the Customer's call is logged to Turn-Key Medical. Downtime concludes once repairs are completed and the imaging system is available for clinical use. Downtime does not include time spent for preventive maintenance, routine part replacements or repair of any malfunction caused by operator error, accidents or other elements outside the control of Turn-Key Medical and the manufacturer, such as accidents, fires, floods, and Acts of God.

The Uptime Guarantee will be voided if Turn-Key Medical is not given access to the Equipment for preventive maintenance or other types of service required during the term of this Agreement. Uptime statistics will be measured over a 12-month period. If the Equipment fails to achieve the specified uptime percentage, the service agreement will be extended by one month for no extra charge for each percent of downtime below the stated percentage.

LIMITATION OF LIABILITY

Turn-Key Medical shall not be liable for failure to keep any equipment in working order when such failure is due to causes beyond its reasonable control. In no event shall Turn-Key Medical be liable to the Customer for special or consequential damages. Turn-Key Medical's liability to the Customer on any claim for loss or liability arising out of or connected with this Agreement, or the use of any equipment covered by this Agreement (including, but not limited to, loss or liability arising from breach of contract or warranty or negligence) shall in no case exceed one (1) year's maintenance charges for the particular equipment involved in the claim. This provision is not intended to apply to Turn-Key Medical's possible liability to third parties resulting from the negligence or willful misconduct of employees of Turn-Key Medical.