

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

JANUARY 28, 2020

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE
ROOM

JoAnn Casalez - Chairman
Michelle Miller - Secretary
Bill Hammargren - Member
Gene Hunt - Member
Alicia Cramer - 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 January 28, 2020
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

A. CALL TO ORDER

B. PUBLIC COMMENT

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

C. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS

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

1. Medical Staff report – Chief of Staff
2. Administration report
 - a. CEO Report

D. CONSENT AGENDA

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

1. Board meeting minutes December 17, 2019.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Rufus Ed Mohr, CRNA, Provisional-Anesthesia; Veronica Janhunen, MD, Active Staff-Pediatrics; Ajeet Mahendernath, MD, Active Staff-Emergency Medicine; Maryellyn Gilfeather, MD, Consulting Staff-Teleradiology; and, Peter Verhey, MD, Consulting Staff-Teleradiology.

E. FINANCIAL REPORTS

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

1. YTD and December 2019 financial reports
2. Warrants disbursed - Monthly expenditures
3. Cerner update
4. Budget Hearing schedule

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, review, recommendation, 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

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

January 28, 2020

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consideration; an item may be removed from the agenda; or, discussion relating to an item may be delayed at any time.)

1. Hospital Administration / proposal to employ and enter into an employment agreement with Brittani Smith, MD to provide family practice obstetrics physician health care services / Administration
2. Hospital Administration / proposal to enter into an employment agreement with Landon Mouritsen, CRNA to provide CRNA staff services / Administration
3. Hospital Administration / proposal to enter into an employment agreement with Tom Mouritsen, CRNA to provide CRNA staff services / Administration
4. Hospital Administration / proposal to appoint Janet Sturtz as Infection Preventionist / Administration
5. Hospital Administration / proposal to appoint Cody Bright as Chair of the Antibiotic Stewardship Committee / Administration
6. Hospital Administration / proposal to amend agreement with Roger Brecheen, M.D., Arroyo Medical, Inc. to provide OBGYN services for an extended term / Administration
7. Hospital Administration / proposals to amend employment agreements with Echo Mathews, APRN (compensation-benefits), Robert Johnson, PA-C (compensation-benefits), Veronica Janhunen, MD (benefits-compensation), Robert Westling, MD (benefits-compensation), Rommel Adajar, MD (benefits-compensation), Subha Rajan, MD (benefits) and David Masuck, MD (benefits) to eliminate payment for the healthcare benefits for persons other than the employed provider and to adjust the base compensation to account for the reduction in the benefits / Administration

G. TRUSTEE COMMENTS-STAFF REPORTS

(This period is designated for receiving reports, information, department updates, board and committee updates and proposals by the board, chief executive officer, chief financial officer, human resources director, director of nurses, and other staff upon request. No action may be taken upon a matter raised under this section until it is placed on an agenda for action.)

H. PUBLIC COMMENT

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

Notice: The Executive Assistant at the Administrator's 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 and the Administrator's Office is the location where the supporting material is available to the public.

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: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify in writing the Executive Assistant at the Administrator's Office located at Humboldt General Hospital, 118 E. Haskell Street, Winnemucca, Nevada 89445, or by telephoning 775-623-5222 extension 1123, at least one (1) business day in advance of the meeting.

HOSPITAL ACTIVITIES

"Healthy Year, Healthy You" seminar, 12pm to 1pm, February 20, 2020.

Darlene Bryan, DON retirement 2pm, February 21, 2020.

Board Retreat, February 28-29 - Sarah Winnemucca conference room.

Community Health Fair, 7am to 11am, March 21, 2020 - East Hall Winnemucca Convention Center.

**HUMBOLDT GENERAL HOSPITAL
DISTRICT BOARD OF TRUSTEES
DECEMBER 17, 2019 REGULAR MEETING
SARAH WINNEMUCCA CONFERENCE ROOM**

BOARD PRESENT:

JoAnn Casalez, Chairman
Michelle Miller, Secretary
Bill Hammargren, Member
Gene Hunt, Member
Alicia Cramer, Member

Kent Maher, Legal Counsel

BOARD ABSENT:

Ken Tipton, County Comm. Member

MEDICAL STAFF PRESENT:

Robert Johnson, PA
James Langevin, MD
Sara Thorp, MD

STAFF PRESENT:

Karen Cole, Interim CEO
Darlene Bryan, CNO
Sandi Lehman, CFO
Duane Grannis, Maintenance Director
Rick McComb, Interim IT Director
Lisa Andre, Quality Director
Kim Plummer, Controller
Diane Klassen, RAD Director
Jason Mercier, Revenue Cycle Director
Theresa Bell, Materials Management Manager
Dave Simsek, Pharmacy Manager
Alicia Wogan, Executive Assistant
Jeanette Grannis, PAD
Britney McCrany, Communications
Jordan Kohler, EMS
Mark Reyka, CRNA

GUESTS:

Ashley Maden (Humboldt Sun), Nicole Maher (Public Relations Director), Judy Adams (Auxiliary), Mike Sheppard (Owners Representative), Ladonna Reyka and Lewis Trout.

CALL TO ORDER:

Board Chairman Casalez called the December 17, 2019 board meeting to order at 5:32 p.m.

PUBLIC COMMENT:

Lewis Trout stated the pharmacy addition will soon be open and suggested there be a ribbon cutting.

MEDICAL STAFF – HOSPITAL DEPARTMENT REPORTS:

Medical Staff report:

There was no report.

Administration Department report:

CFO Lehman reported the Cerner revenue is low and staff is reviewing charges to make sure all revenue is being captured. The first insurance payment was received. The Quest reference lab has been live for a couple of weeks. The Carestream interface for radiology is being worked on. The self-pay statements are currently being tested and some claims are being held from November.

Nicole Maher, Public Relations Director, reported on: Mammography month; Healthy You Fridays; Cookies with Santa; and, the Nurse Health Line.

Interim CEO Cole reported: Dr. Andrew Wesley, Pain Management Clinic, started November 13 and will return December 18-19; Dr. Draper and Dr. Lindstrom will be on site January 3 to orient and set up the podiatry clinic and on January 6, 7 and 8 they will provide clinic and surgery services; Perry Guthrie, NP, is currently providing services in the Walk-In Clinic and is working to buy out his contract with the locum company he works for so he can be employed at HGH; Dr. Subha Rajan, an FP/OB provider, will start next April and has obtained her Nevada license; Dr. David Masuck, an FP provider, will start next fall; Dr. Muhad, who is currently an FP resident at Mercy Medical Center in Iowa, is planning a site visit in January; Raafat Khani, DO, and Pamela Sherwill-Navaro, NP, both locum providers, are currently providing services in the clinic; Brittani Smith, MD, FP/OB, visited on December 1 and was well received and is currently negotiating an employment contract; Tom Mouritsen, CRNA, has been hired to fill the third CRNA position; Tiffany Love, PhD, APRN, FACHE has accepted the COO position and will start January 13, 2020; and, Leeann Cushway, RN, BSN, MSN has accepted the CNO position and will start January 27, 2020. Staff is currently looking for an HR Manager, OR Manager, Clinic Nurse Supervisor and an OB Manager.

Cole gave updates on the remodel of the pharmacy, physical therapy and cardiac rehab. The pharmacy move-in is anticipated for January 1. The physical therapy and cardiac rehab construction will start when the pharmacy move is complete.

Cole noted that after discussion it was determined with MedX Airone to change the reporting relationships for the flight crew. Drew Loveless will be the interim flight base manager and he will report to Joel Hochhalter and to Cole.

Cole said the employee health insurance meetings have been taking place.

OB is working through the IT conversion update to implement clinical workflows, volumes trends, Multiview and the financials.

During the week of December 2, federal inspectors were onsite to survey the long-term care services and during the week of December 9, a life safety inspector was on site. The inspection reports have not yet been received. There is a CMS webinar available regarding changes to Medicare conditions of participation for CAHs. Cody Bright, RPH is leading the Antibiotic Stewardship initiative; Chief of Staff Gaulin appointed Dr. Masuck as the inpatient hospitalist medical director to work with Bright. The Infection Prevention person must be board appointed. Administration is working with Linda Lilleboe to develop a compliance plan. Administration is consulting with Midwest Health Care regarding the rural health clinic. There will be a 340B compliance audit. The corporate bylaws mini-retreat is scheduled for February 28-29.

CONSENT AGENDA:

Motion by board member Hammargren and second by board member Hunt to approve the consent agenda consisting of board meeting minutes for November 19, 2019 and the Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Michael Hunt, CRNA, Provisional – Anesthesia; Dennis DeJesus, MD, Consulting Staff-Teleradiology; Christopher Hunt, MD, Consulting Staff-Teleradiology; Inman Bar, MD, Active Staff – Pediatrics; Jason Lasry, MD, Active Staff – Emergency Medicine; Prasada Nalluri, MD, Active Staff – Emergency Medicine; Matthew Pappy, MD,

Active Staff – Hospitalist; and, Benjamin Brooks, MD, Consulting Staff – Teleradiology. Motion carried unanimously.

FINANCIAL REPORTS:

CFO Lehman presented the October 2019 financial reports and apologized for the delay in providing the financials, which was due to the transition to the Cerner program. There was also a delay in the invoices due to the new Mutiview system.

Motion by board member Miller and second by board member Hunt to approve the October 2019 financials and warrants and disbursements as presented. Motion carried unanimously.

BUSINESS ITEMS-OTHER REPORTS:**1. Hospital Administration-Radiology / proposal to purchase a fluoroscopy and digital radiography system for radiology / Radiology Director-Administration**

Diane Klassen, Radiology Director, presented the information and recommendation for purchase of the fluoroscopy unit. The purchase is budgeted at \$550,000 and will require new flooring in the amount of \$7,601.92 and an upgrade of the electrical services, the cost of which is unknown, but which should be within total budget amount. The total cost for the unit and flooring is \$497,537.92.

Motion by board member Hammargren second by board member Miller to approve fluoroscopy and digital radiography system purchase and the flooring installation for radiology in the amount of \$497,537.92. Motion carried unanimously.

2. Hospital Administration / Hospital District fiscal year 2018-2019 financial audit report / Dingus Zarecor & Associates-CFO Administration

Sean Johnson, DZA, presented the 2018-2019 financial audit report and findings and answered questions from the staff and board.

Motion by board member Miller and second by board member Hammargren to approve 2018-2019 financial audit presented by DZA. Motion carried unanimously.

3. Hospital Administration / proposal to enter into an employment agreement with Mark Reyka, CRNA to provide services as director of CRNA services / Administration

Interim CEO Cole presented the proposed agreement for Mark Reyka to provide CRNA director services.

Motion by board member Hammargren and second by board member Miller to enter into an agreement with Mark Reyka to provide director of CRNA services. Motion carried unanimously.

4. Hospital Administration / proposal to enter into an employment agreement with Mark Reyka, CRNA to provide CRNA staff services / Administration

Interim CEO Cole stated Mark Reyka has been here for a number of years as an employee, not as a contracted employee, and this proposed agreement will memorialize the salary and benefits Reyka has been receiving.

Motion by board member Hammargren and second by board member Miller to approve the employment agreement with Mark Reyka for CRNA staff services. Motion carried unanimously.

5. Hospital Administration / proposal for professional services agreement with Rommel Adajar, MD to provide medical director health care services / Administration

Interim CEO Cole stated this matter was discussed at a prior meeting. Dr. Westling has been providing the services for almost a year; however, it was not Westling's intent to provide the services on a permanent basis. Dr. Adajar has had experience in long-term care and is willing to assume the responsibility.

Motion by board member Hammargren and second by board member Miller to enter into a professional services agreement with Rommel Adajar, MD to provide medical director health care services for long term care. Motion carried unanimously.

6. Hospital Administration-Maintenance / proposal to replace and possibly relocate the kitchen hood and dishwasher exhaust fan / Maintenance Director-Administration

Duane Grannis, Maintenance Director, stated the existing equipment was installed in 1973. The location of the equipment (in the roof area) makes it very difficult to access for service and maintenance. Since the construction crew is already here, the District will not have to pay extra to bring them back. Grannis does not have hard numbers and is still working with Michael Sheppard, the Owners Representative, to obtain the same. Sheppard suggested the cost will be in the \$30,000 to \$50,000 range. There is money in the budget to cover the expense.

Motion by board member Miller and second by board member Hammargren to relocate the kitchen hood and dishwasher exhaust fan at a cost not to exceed \$50,000. Motion carried unanimously.

7. Hospital Administration / proposal to approve medical staff bylaws / Administration

Interim CEO Cole stated medical staff approved their bylaws at the last medical staff meeting. Cole commented on the minor changes which were made since the board last reviewed the proposed bylaws. Cole noted there are already potential amendments to the bylaws but that is to be expected. Cole recommended medical staff to make changes as changes are needed.

Motion by board member Miller and second by board member Hammargren to approve the Medical Staff Bylaws as presented. Motion carried unanimously.

8. Hospital Administration / proposal to authorize administration to execute amendments to provider agreements to make the terms for providing employee health insurance benefits consistent for all employees / Administration

Interim CEO Cole recommended that the health care benefits for the contracted providers be made consistent with the health care benefits provided other employees. This will require amendments to several of the provider agreements. Cole will work with Legal Counsel Maher and bring the proposed amendments to the board, if the board approves.

Motion by board member Miller and second by board member Hammargren to approve the proposal to authorize administration to work on agreements so that health care benefits for providers are consistent with the health care benefits for other employees. Motion carried unanimously.

9. Hospital Administration / proposal to authorize the board chairman to engage the services of executive search firm to provide candidates for consideration as the district chief executive officer / Board

Board Chairman Casalez said she will work with BE Smith to provide candidates for a district chief executive officer.

Motion by board member Hammargren and second by board member Miller to authorize the Board Chairman to engage the services of an executive search firm to provide candidates for consideration as the district chief executive officer. Motion carried unanimously.

TRUSTEE COMMENTS-STAFF REPORTS:

Board member Hunt commented that having a fluoroscopy machine is a benefit for the pain management physician.

Board member Miller asked to identify dates for the budget hearing. March 14, 2020 from 9 a.m. to 12 p.m. was tentatively scheduled. The regular board meeting will be on March 24, 2020. CFO Lehman will create schedules for the 2021 budget for distribution at the next Board meeting.

PUBLIC COMMENT:

There were no comments.

Board chairman Casalez adjourned the December 17, 2019 meeting of the Humboldt County Hospital District Board of Trustees at 6:54 p.m.

APPROVED:

ATTEST:

Joanne Casalez, Board Chairman

Alicia Wogan, Executive Assistant

- **Rufus Edwin (Ed) Mohr, CRNA** is applying for initial appointment to Provisional Staff with privileges in Anesthesia. He has been credentialed in the past for coverage. He has expired and will now be utilized for coverage again.
- **Veronica Janhunen, MD** is applying for initial appointment to Active Staff with privileges in Pediatrics. She was given provisional privileges on 07/11/2019.
- **Ajeet Mahendernath, MD** is applying for reappointment to Active Staff with privileges in Emergency Medicine. He was given privileges on 01/04/2011.
- **Maryellyn Gilfeather, MD** is applying for initial appointment to Consulting Staff with privileges in Teleradiology.
- **Peter Verhey, MD** is applying for reappointment to Consulting Staff with privileges in Teleradiology. He was given privileges 01/26/2010.

Financial Narrative

Period Ending December 31, 2019

STATISTICS

- Estimated patient days for the month are 220 days higher than December of the prior year and year to date patient days are 2,324 days higher
- OR cases are 3 less than December of the prior year and 107 cases higher year to date over the prior year
- Radiology tests are higher than prior year by 106 tests for the month and 1,184 tests for the year to date
- Estimated lab tests are 178 less than prior year for the month and 4,802 tests higher for the year to date
- Emergency room visits are 26 visits higher than prior year for the month and 687 visits higher for the year to date
- Clinic visits are 165 visits higher than prior year for the month and 578 visits less than prior year for the year to date

FINANCIAL STATEMENTS

- The comments below are based on the December Division Financials. Final entries into the GL (Multiview) are pending further testing. November results are included in the YTD December financials; November Monthly results are omitted, due to system conversion issues limiting the time available to produce them.
- Estimated year to date loss from operations was \$5.8M compared to the prior year to date loss of \$2.5M (see reasons below):
- YTD gross patient revenues are up \$11.6M over the prior year and up \$3.5M over budget, mainly from increases in OR, Radiology, Pharmacy, Laboratory and LTC
- Higher Deductions from Revenue, up \$9 M over PY and up \$7.7 M over budget, offset the increase in gross revenue; so that the Operating Revenue increased \$2.5M over PY and is running \$4 M under budget. This is being driven by software conversion issues and cleanup of old patient accounts. The deductions from revenue (contractual adjustments) were under-budgeted, consistent with the auditors findings for FY 2019.
- Year to date operating expenses are up \$5.8M over PY and up \$1.4 M over budget, mainly due to an increase in FTEs over the prior year (up 59), increases in professional contract expenses, and Cerner implementation costs
- Non-operating revenues are approximately \$1.1M lower than prior year, but even with the budget
- The above factors caused a YTD net loss of \$3.4M, compared with PY net income of \$990K and a \$5.5 M unfavorable variance with the budget

YEAR TO DATE REVENUE PAYOR MIX (current as of October 31, 2019)

Payor	Hospital FY20	Hospital FY19	Clinic FY20	Clinic FY19
Medicare	39.4%	40.0%	19.4%	29.4%
Medicaid	21.3%	21.1%	27.5%	22.8%
Insurance	27.2%	27.8%	44.3%	38.2%
Private pay	8.9%	7.6%	6.0%	6.8%
Other	3.2%	3.5%	2.8%	2.8%

**Humboldt General Hospital
Statistics Comparison**

December 31, 2019

	December-19	December-18	Variance	2020 YTD	2019 YTD	Variance
	Actual	Actual		Actual	Actual	
Med/Surg Pt Days See Note 1	159	161	-1.26%	1,007	865	14.10%
Pediatric Days See Note 1	0	2	N/A	13	4	69.23%
Obstetrics Pt Days See Note 1	18	38	-111.11%	162	190	-17.28%
Nursery Pt Days See Note 1	22	39	-77.27%	181	206	-13.81%
ICU Pt Days See Note 1	13	6	53.85%	57	82	-43.86%
Swing Bed Days See Note 1	66	19	71.21%	377	143	62.07%
Harmony Manor Days	945	769	18.62%	6,133	4,522	26.27%
Quail Corner Days	248	217	12.50%	1,312	906	30.95%
Labor Room Deliveries	22	12	45.45%	118	109	7.63%
Operating Room Cases	91	94	-3.30%	643	536	16.64%
Radiology Tests	1,107	1,001	9.58%	7,750	6,566	15.28%
Laboratory Tests See Note 2	6,848	7,026	-2.60%	46,909	42,107	10.24%
Emergency Room Visits	647	621	4.02%	4,140	3,713	10.31%
Amulance Runs	109	120	-10.09%	795	727	8.55%
RHC Visits	2,341	2,176	7.05%	13,539	14,117	-4.27%

Days are counted in month of service

Note 1: Patient days reporting is still being tested and validated

Note 2: Laboratory test volume reporting is still being tested so numbers may be low

Humboldt County Hospital District
Statement of Profit and (Loss)
For Period Ending: December 31, 2019

	Month to Date			Year to Date		
	<u>Actual</u>	<u>Dec-18</u>	<u>Variance</u>	<u>Actual</u>	<u>Dec-18</u>	<u>Variance</u>
Total Patient Service Revenue	\$7,967,309	\$6,970,068	\$997,241	\$52,763,039	\$41,129,824	\$11,633,215
Deductions From Revenue						
Contractual Adjustments	3,983,163	2,530,918	(1,452,245)	25,116,882	16,518,320	(8,598,562)
Bad Debt & Charity Adjustments	748,039	466,805	(281,234)	3,902,789	3,477,814	(424,975)
Total Deductions From Revenue	<u>4,731,202</u>	<u>2,997,723</u>	<u>(1,733,479)</u>	<u>29,019,671</u>	<u>19,996,134</u>	<u>(9,023,537)</u>
Net Patient Service Revenue	3,236,107	3,972,345	(736,238)	23,743,368	21,133,690	2,609,678
Other Operating Revenue	31,146	67,536	(36,390)	227,074	275,989	(48,915)
Total Operating Revenue	<u>3,267,253</u>	<u>4,039,881</u>	<u>(772,628)</u>	<u>23,970,442</u>	<u>21,409,679</u>	<u>2,560,763</u>
Operating Expenses						
Salaries & Wages	1,671,844	1,395,900	(275,944)	9,835,101	8,771,094	(1,064,007)
Employee Benefits	755,126	524,974	(230,152)	3,028,516	2,984,259	(44,257)
Contract Labor	170,651	1,828	(168,823)	952,046	593,555	(358,491)
Professional Contracts	1,013,156	810,980	(202,176)	6,043,069	3,384,069	(2,659,000)
Supplies & Small Equipment	647,066	389,053	(258,013)	3,673,317	2,761,543	(911,774)
Equipment Maintenance	140,574	166,240	25,666	925,418	881,646	(43,772)
Rental & Lease	37,135	22,066	(15,069)	172,896	149,970	(22,926)
Insurance	22,289	23,788	1,499	299,394	173,559	(125,835)
Utilities	76,213	49,840	(26,373)	402,068	344,631	(57,437)
Depreciation	540,000	567,802	27,802	3,237,633	3,441,529	203,896
Travel, Meals & Education	36,046	15,998	(20,048)	249,097	77,311	(171,786)
Other Expenses	84,851	40,139	(44,712)	948,925	385,455	(563,470)
Total Operating Expenses	<u>5,194,951</u>	<u>4,008,608</u>	<u>(1,186,343)</u>	<u>29,767,480</u>	<u>23,948,621</u>	<u>(5,818,859)</u>
Net Operating Income /(Loss)	<u>(1,927,698)</u>	<u>31,273</u>	<u>(1,958,971)</u>	<u>(5,797,038)</u>	<u>(2,538,942)</u>	<u>(3,258,096)</u>
Non-Operating Revenue/(Expenses)						
County Tax Revenue	187,342	537,909	(350,567)	2,248,475	3,388,586	(1,140,111)
Interest Income	22,054	38,795	(16,741)	129,244	142,446	(13,202)
Donations	-	-	-	-	-	-
Total Non-Operating Revenue/(Expens	<u>209,396</u>	<u>576,704</u>	<u>(367,308)</u>	<u>2,377,719</u>	<u>3,531,032</u>	<u>(1,153,313)</u>
Net Income /(Loss)	<u>(\$1,718,302)</u>	<u>607,977</u>	<u>(\$2,326,279)</u>	<u>(\$3,419,319)</u>	<u>992,090</u>	<u>(\$4,411,409)</u>

Humboldt General Hospital
Hospital
Statement of Profit and (Loss)
For Period Ending: December 31, 2019

	Month to Date			Year to Date		
	Actual	Dec-18	Variance	Actual	Dec-18	Variance
Total Patient Service Revenue- See Note 1	\$6,283,203	\$5,996,794	\$286,409	\$44,816,023	\$35,672,851	\$9,143,172
Deductions From Revenue						
Contractual Adjustments- See Note 2	3,063,343	2,237,280	(826,063)	21,048,281	14,513,611	(6,534,670)
Bad Debt & Charity Adjustments	670,781	423,202	(247,579)	3,600,532	3,012,888	(587,644)
Total Deductions From Revenue	<u>3,734,124</u>	<u>2,660,482</u>	<u>(1,073,642)</u>	<u>24,648,813</u>	<u>17,526,499</u>	<u>(7,122,314)</u>
Net Patient Service Revenue	2,549,079	3,336,312	(787,233)	20,167,210	18,146,352	2,020,858
Other Operating Revenue	29,816	35,652	(5,836)	152,197	185,930	(33,733)
Total Operating Revenue	<u>2,578,895</u>	<u>3,371,964</u>	<u>(793,069)</u>	<u>20,319,407</u>	<u>18,332,282</u>	<u>1,987,125</u>
Operating Expenses						
Salaries & Wages- See Note 3	1,131,794	793,495	(338,299)	6,558,789	5,377,818	(1,180,971)
Employee Benefits	755,126	524,974	(230,152)	3,028,516	2,984,259	(44,257)
Contract Labor- See Note 4	170,651	1,828	(168,823)	952,046	593,555	(358,491)
Professional Contracts- See Note 5	754,175	923,241	169,066	4,152,198	3,211,287	(940,911)
Supplies & Small Equipment	598,916	356,647	(242,269)	3,001,128	2,450,994	(550,134)
Equipment Maintenance	128,590	162,829	34,239	875,904	835,012	(40,892)
Rental & Lease	33,992	18,244	(15,748)	149,942	124,937	(25,005)
Insurance	22,289	23,788	1,499	299,394	173,559	(125,835)
Utilities	74,250	47,011	(27,239)	391,639	330,856	(60,783)
Depreciation- See Note 6	540,000	366,388	(173,612)	2,836,712	2,240,305	(596,407)
Travel, Meals, & Education	24,680	13,221	(11,459)	150,103	42,302	(107,801)
Other Expenses	69,965	33,285	(36,680)	852,915	319,508	(533,407)
Total Operating Expenses	<u>4,304,428</u>	<u>3,264,951</u>	<u>(1,039,477)</u>	<u>23,249,286</u>	<u>18,684,392</u>	<u>(4,564,894)</u>
Net Operating Income /(Loss)	<u>(1,725,533)</u>	<u>107,013</u>	<u>(1,832,546)</u>	<u>(2,929,879)</u>	<u>(352,110)</u>	<u>(2,577,769)</u>
Non-Operating Revenue/(Expenses)						
County Tax Revenue	187,342	537,909	(350,567)	2,248,475	3,388,586	(1,140,111)
Interest Income	22,054	38,795	(16,741)	129,244	142,446	(13,202)
Donations	-	-	-	-	-	-
Total Non-Operating Revenue/(Expenses)	<u>209,396</u>	<u>576,704</u>	<u>(367,308)</u>	<u>2,377,719</u>	<u>3,531,032</u>	<u>(1,153,313)</u>
Net Income /(Loss)	<u>(\$1,516,137)</u>	<u>\$683,717</u>	<u>(\$2,199,854)</u>	<u>(\$552,160)</u>	<u>\$3,178,922</u>	<u>(\$3,731,082)</u>

Note 1 The majority of the Year to Date revenue variance is due to an increase in OR of \$2M, Radiology of \$1.6M, Pharmacy of \$1M and Lab of \$1M

Note 2 Contractual allowances mapping is still being tested for accuracy, estimated amounts based upon historical adjustments, audit adjustments and account cleanup

Note 3 Salaries and Wages increased due to an increase in FTEs from 270.6 for FY19 to 329.7 for FY20

Note 4 Estimated travelers expense of \$160,000 for November and December, combined

Note 5 Estimated EmCare expense of \$95,000 for November and December, combined

Note 6 Estimated depreciation expense of \$1,080,000 for November and December, combined

Humboldt General Hospital
Harmony Manor & Quail Corner
Statement of Profit and (Loss)
For Period Ending: December 31, 2019

	Month to Date			Year to Date		
	Actual	Dec-18	Variance	Actual	Dec-18	Variance
Total Patient Service Revenue- See Note 7	\$888,665	\$414,950	\$473,715	\$3,834,800	\$2,264,504	\$1,570,296
Deductions From Revenue						
Contractual Adjustments- See Note 8	524,791	93,764	(431,027)	2,109,140	859,086	(1,250,054)
Bad Debt & Charity Adjustments	-	-	-	-	-	-
Total Deductions From Revenue	<u>524,791</u>	<u>93,764</u>	<u>(431,027)</u>	<u>2,109,140</u>	<u>859,086</u>	<u>(1,250,054)</u>
Net Patient Service Revenue	363,874	321,186	42,688	1,725,660	1,405,418	320,242
Other Operating Revenue	-	-	-	-	-	-
Total Operating Revenue	<u>363,874</u>	<u>321,186</u>	<u>42,688</u>	<u>1,725,660</u>	<u>1,405,418</u>	<u>320,242</u>
Operating Expenses						
Salaries & Wages	182,965	166,447	(16,518)	1,151,300	987,530	(163,770)
Contract Labor	-	-	-	-	-	-
Professional Contracts	600	7,000	6,400	23,421	43,024	19,603
Supplies & Small Equipment	16,255	9,539	(6,716)	100,978	65,651	(35,327)
Equipment Maintenance	35	812	777	2,293	4,269	1,976
Rental & Lease	1,943	2,622	679	11,677	8,890	(2,787)
Utilities	-	-	-	-	-	-
Depreciation	-	66,579	66,579	265,552	400,185	134,633
Travel, Meals & Education	-	-	-	7,294	4,438	(2,856)
Other Expenses	495	2,450	1,955	7,456	6,974	(482)
Total Operating Expenses	<u>202,293</u>	<u>255,449</u>	<u>53,156</u>	<u>1,569,971</u>	<u>1,520,961</u>	<u>(49,010)</u>
Net Operating Income /(Loss)	<u><u>\$161,581</u></u>	<u><u>\$65,737</u></u>	<u><u>\$95,844</u></u>	<u><u>\$155,689</u></u>	<u><u>(\$115,543)</u></u>	<u><u>\$271,232</u></u>

Note 7 Estimated LTC pharmacy revenue of \$400,000 for November and December, combined, based upon prior months

Note 8 Contractual allowances mapping is still being tested for accuracy, estimated amounts based upon historical adjustments, audit adjustments and account cleanup

Humboldt General Hospital
Emergency Medical Services
Statement of Profit and (Loss)
For Period Ending: December 31, 2019

	Month to Date			Year to Date		
	Actual	Dec-18	Variance	Actual	Dec-18	Variance
Total Patient Service Revenue- See Note 9	\$217,123	\$272,916	(\$55,793)	\$1,870,086	\$1,666,403	\$203,683
Deductions From Revenue						
Contractual Adjustments- See Note 10	91,163	149,214	58,051	882,946	721,419	(161,527)
Bad Debt & Charity Adjustments	40,675	23,883	(16,792)	145,601	234,755	89,154
Total Deductions From Revenue	131,838	173,097	41,259	1,028,547	956,174	(72,373)
Net Patient Service Revenue	85,285	99,819	(14,534)	841,539	710,229	131,310
Other Operating Revenue	1,330	31,884	(30,554)	74,877	90,059	(15,182)
Total Operating Revenue	86,615	131,703	(45,088)	916,416	800,288	116,128
Operating Expenses						
Salaries & Wages	187,122	107,423	(79,699)	1,067,818	1,199,906	132,088
Contract Labor	-	-	-	-	-	-
Professional Contracts	-	3,900	3,900	6,339	31,600	25,261
Supplies & Small Equipment	17,894	14,318	(3,576)	147,765	124,002	(23,763)
Equipment Maintenance	11,640	2,186	(9,454)	42,906	38,581	(4,325)
Rental & Lease	1,200	1,200	-	6,879	16,123	9,244
Utilities	1,963	2,830	867	10,429	13,775	3,346
Depreciation	-	36,231	36,231	115,310	209,016	93,706
Travel, Meals & Education	4,406	1,845	(2,561)	22,548	27,380	4,832
Other Expenses	12,983	3,082	(9,901)	73,558	52,593	(20,965)
Total Operating Expenses	237,208	173,015	(64,193)	1,493,552	1,712,976	219,424
Net Operating Income /(Loss)	(\$150,593)	(\$41,312)	(\$109,281)	(\$577,136)	(\$912,688)	\$335,552

Note 9 Estimated revenue of \$415,000 for November and December, combined, based upon average runs per month

Note 10 Contractual allowances mapping is still being tested for accuracy, estimated amounts based upon historical adjustments, audit adjustments and account cleanup

Humboldt General Hospital
Rural Health Clinics
Statement of Profit and (Loss)
For Period Ending: December 31, 2019

	Month to Date			Year to Date		
	Actual	Dec-18	Variance	Actual	Dec-18	Variance
Total Patient Service Revenue	\$578,318	\$285,407	\$292,911	\$2,242,130	\$1,526,066	\$716,064
Deductions From Revenue						
Contractual Adjustments- See Note 11	303,866	50,659	(253,207)	1,076,515	424,204	(652,311)
Bad Debt & Charity Adjustments	36,583	19,720	(16,863)	156,656	230,171	73,515
Total Deductions From Revenue	<u>340,449</u>	<u>70,379</u>	<u>(270,070)</u>	<u>1,233,171</u>	<u>654,375</u>	<u>(578,796)</u>
Net Patient Service Revenue	237,869	215,028	22,841	1,008,959	871,691	137,268
Other Operating Revenue	-	-	-	-	-	-
Total Operating Revenue	<u>237,869</u>	<u>215,028</u>	<u>22,841</u>	<u>1,008,959</u>	<u>871,691</u>	<u>137,268</u>
Operating Expenses						
Salaries & Wages	169,963	328,536	158,573	1,057,194	1,205,840	148,646
Contract Labor	-	-	-	-	-	-
Professional Contracts	258,381	(123,161)	(381,542)	1,861,111	98,158	(1,762,953)
Supplies & Small Equipment	14,001	8,549	(5,452)	423,446	120,895	(302,551)
Equipment Maintenance	309	412	103	4,315	3,785	(530)
Rental & Lease	-	-	-	4,398	20	(4,378)
Utilities	-	-	-	-	-	-
Depreciation	-	98,603	98,603	20,059	592,022	571,963
Travel, Meals & Education	6,960	932	(6,028)	69,152	3,191	(65,961)
Other Expenses	1,408	1,322	(86)	14,996	6,380	(8,616)
Total Operating Expenses	<u>451,022</u>	<u>315,193</u>	<u>(135,829)</u>	<u>3,454,671</u>	<u>2,030,291</u>	<u>(1,424,380)</u>
Net Operating Income /(Loss)	<u>(\$213,153)</u>	<u>(\$100,165)</u>	<u>(\$112,988)</u>	<u>(\$2,445,712)</u>	<u>(\$1,158,600)</u>	<u>(\$1,287,112)</u>

Note 11 Contractual allowances mapping is still being tested for accuracy, estimated amounts based upon historical adjustments, audit adjustments and account cleanup

Humboldt County Hospital District
Statement of Profit and (Loss)
For Period Ending: December 31, 2019

	Month to Date			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Total Patient Service Revenue	\$7,967,309	\$8,236,508	(\$269,199)	\$52,763,039	\$49,227,641	\$3,535,398
Deductions From Revenue						
Contractual Adjustments	3,983,163	3,181,172	(801,991)	25,116,882	19,087,033	(6,029,849)
Bad Debt & Charity Adjustments	748,039	369,412	(378,627)	3,902,789	2,216,484	(1,686,305)
Total Deductions From Revenue	<u>4,731,202</u>	<u>3,550,584</u>	<u>(1,180,618)</u>	<u>29,019,671</u>	<u>21,303,517</u>	<u>(7,716,154)</u>
Net Patient Service Revenue	3,236,107	4,685,924	(1,449,817)	23,743,368	27,924,124	(4,180,756)
Other Operating Revenue	<u>31,146</u>	<u>44,575</u>	<u>(13,429)</u>	<u>227,074</u>	<u>267,450</u>	<u>(40,376)</u>
Total Operating Revenue	<u>3,267,253</u>	<u>4,730,499</u>	<u>(1,463,246)</u>	<u>23,970,442</u>	<u>28,191,574</u>	<u>(4,221,132)</u>
Operating Expenses						
Salaries & Wages	1,671,844	1,515,984	(155,860)	9,835,101	8,983,111	(851,990)
Employee Benefits	755,126	574,191	(180,935)	3,028,516	3,445,146	416,630
Contract Labor	170,651	57,916	(112,735)	952,046	347,496	(604,550)
Professional Contracts	1,013,156	897,835	(115,321)	6,043,069	5,387,010	(656,059)
Supplies & Small Equipment	647,066	579,890	(67,176)	3,673,317	3,694,664	21,347
Equipment Maintenance	140,574	273,381	132,807	925,418	1,640,286	714,868
Rental & Lease	37,135	16,873	(20,262)	172,896	101,238	(71,658)
Insurance	22,289	30,264	7,975	299,394	181,584	(117,810)
Utilities	76,213	52,420	(23,793)	402,068	314,520	(87,548)
Depreciation	540,000	605,839	65,839	3,237,633	3,635,034	397,401
Travel, Meals & Education	36,046	58,060	22,014	249,097	338,998	89,901
Other Expenses	84,851	53,150	(31,701)	948,925	315,780	(633,145)
Total Operating Expenses	<u>5,194,951</u>	<u>4,715,803</u>	<u>(479,148)</u>	<u>29,767,480</u>	<u>28,384,867</u>	<u>(1,382,613)</u>
Net Operating Income /(Loss)	<u>(1,927,698)</u>	<u>14,696</u>	<u>(1,942,394)</u>	<u>(5,797,038)</u>	<u>(193,293)</u>	<u>(5,603,745)</u>
Non-Operating Revenue/(Expenses)						
County Tax Revenue	187,342	369,265	(181,923)	2,248,475	2,215,590	32,885
Interest Income	22,054	25,394	(3,340)	129,244	152,364	(23,120)
Donations	-	-	-	-	-	-
Total Non-Operating Revenue/(Expenses)	<u>209,396</u>	<u>394,659</u>	<u>(185,263)</u>	<u>2,377,719</u>	<u>2,367,954</u>	<u>9,765</u>
Net Income /(Loss)	<u>(\$1,718,302)</u>	<u>\$409,355</u>	<u>(\$2,127,657)</u>	<u>(\$3,419,319)</u>	<u>\$2,174,661</u>	<u>(\$5,593,980)</u>

Humboldt General Hospital
Hospital
Statement of Profit and (Loss)
For Period Ending: December 31, 2019

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$6,283,203	\$6,983,461	(\$700,258)	\$44,816,023	\$43,012,066	\$1,803,957
Deductions From Revenue						
Contractual Adjustments- See Note 1	3,063,343	2,846,208	(217,135)	21,048,281	17,242,600	(3,805,681)
Bad Debt & Charity Adjustments	670,781	277,605	(393,176)	3,600,532	1,757,449	(1,843,083)
Total Deductions From Revenue	<u>3,734,124</u>	<u>3,123,813</u>	<u>(610,311)</u>	<u>24,648,813</u>	<u>19,000,049</u>	<u>(5,648,764)</u>
Net Patient Service Revenue	2,549,079	3,859,648	(1,310,569)	20,167,210	24,012,017	(3,844,807)
Other Operating Revenue	29,816	30,825	(1,009)	152,197	198,700	(46,503)
Total Operating Revenue	<u>2,578,895</u>	<u>3,890,473</u>	<u>(1,311,578)</u>	<u>20,319,407</u>	<u>24,210,717</u>	<u>(3,891,310)</u>
Operating Expenses						
Salaries & Wages	1,131,794	1,064,330	(67,464)	6,558,789	6,659,514	100,725
Employee Benefits	755,126	574,191	(180,935)	3,028,516	3,445,146	416,630
Contract Labor- See Note 2	170,651	57,916	(112,735)	952,046	347,496	(604,550)
Professional Contracts- See Note 3	754,175	696,210	(57,965)	4,152,198	4,378,885	226,687
Supplies & Small Equipment	598,916	515,250	(83,666)	3,001,128	3,363,919	362,791
Equipment Maintenance	128,590	264,391	135,801	875,904	1,595,336	719,432
Rental & Lease	33,992	13,988	(20,004)	149,942	86,813	(63,129)
Insurance	22,289	30,264	7,975	299,394	181,584	(117,810)
Utilities	74,250	50,451	(23,799)	391,639	304,675	(86,964)
Depreciation- See Note 4	540,000	461,790	(78,210)	2,836,712	2,914,789	78,077
Travel, Meals, & Education	24,680	40,639	15,959	150,103	249,029	98,926
Other Expenses	69,965	44,115	(25,850)	852,915	269,650	(583,265)
Total Operating Expenses	<u>4,304,428</u>	<u>3,813,535</u>	<u>(490,893)</u>	<u>23,249,286</u>	<u>23,796,836</u>	<u>547,550</u>
Net Operating Income /(Loss)	<u>(1,725,533)</u>	<u>76,938</u>	<u>(1,802,471)</u>	<u>(2,929,879)</u>	<u>413,881</u>	<u>(3,343,760)</u>
Non-Operating Revenue/(Expenses)						
County Tax Revenue	187,342	369,265	(181,923)	2,248,475	2,215,590	32,885
Interest Income	22,054	25,394	(3,340)	129,244	152,364	(23,120)
Donations	-	-	-	-	-	-
Total Non-Operating Revenue/(Expenses)	<u>209,396</u>	<u>394,659</u>	<u>(185,263)</u>	<u>2,377,719</u>	<u>2,367,954</u>	<u>9,765</u>
Net Income /(Loss)	<u>(\$1,516,137)</u>	<u>\$471,597</u>	<u>(\$1,987,734)</u>	<u>(\$552,160)</u>	<u>\$2,781,835</u>	<u>(\$3,333,995)</u>

Note 1 Contractual allowances mapping is still being tested for accuracy, estimated amounts based upon historical adjustments, audit adjustments and account cleanup

Note 2 Estimated travelers expense of \$160,000 for November and December, combined

Note 3 Estimated EmCare expense of \$95,000 for November and December, combined

Note 4 Estimated depreciation expense of \$1,080,000 for November and December, combined

Humboldt General Hospital
Harmony Manor & Quail Corner
Statement of Profit and (Loss)
For Period Ending: December 31, 2019

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue- See Note 5	\$888,665	\$327,750	\$560,915	\$3,834,800	\$1,966,500	\$1,868,300
Deductions From Revenue						
Contractual Adjustments- See Note 6	524,791	113,075	(411,716)	2,109,140	734,988	(1,374,152)
Bad Debt & Charity Adjustments	-	-	-	-	-	-
Total Deductions From Revenue	<u>524,791</u>	<u>113,075</u>	<u>(411,716)</u>	<u>2,109,140</u>	<u>734,988</u>	<u>(1,374,152)</u>
Net Patient Service Revenue	363,874	214,675	149,199	1,725,660	1,231,512	494,148
Other Operating Revenue	-	-	-	-	-	-
Total Operating Revenue	<u>363,874</u>	<u>214,675</u>	<u>149,199</u>	<u>1,725,660</u>	<u>1,231,512</u>	<u>494,148</u>
Operating Expenses						
Salaries & Wages	182,965	161,524	(21,441)	1,151,300	807,620	(343,680)
Contract Labor	-	-	-	-	-	-
Professional Contracts	600	20,000	19,400	23,421	100,000	76,579
Supplies & Small Equipment	16,255	14,058	(2,197)	100,978	70,290	(30,688)
Equipment Maintenance	35	2,125	2,090	2,293	10,625	8,332
Rental & Lease	1,943	1,685	(258)	11,677	8,425	(3,252)
Utilities	-	-	-	-	-	-
Depreciation	-	66,990	66,990	265,552	334,950	69,398
Travel, Meals & Education	-	2,773	2,773	7,294	13,865	6,571
Other Expenses	495	4,598	4,103	7,456	22,990	15,534
Total Operating Expenses	<u>202,293</u>	<u>273,753</u>	<u>71,460</u>	<u>1,569,971</u>	<u>1,368,765</u>	<u>(201,206)</u>
Net Operating Income /(Loss)	<u><u>\$161,581</u></u>	<u><u>(\$59,078)</u></u>	<u><u>\$220,659</u></u>	<u><u>\$155,689</u></u>	<u><u>(\$137,253)</u></u>	<u><u>\$292,942</u></u>

Note 5 Estimated LTC pharmacy revenue of \$400,000 for November and December, combined, based upon prior months

Note 6 Contractual allowances mapping is still being tested for accuracy, estimated amounts based upon historical adjustments, audit adjustments and account cleanup

Humboldt General Hospital
Emergency Medical Services
Statement of Profit and (Loss)
For Period Ending: December 31, 2019

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue- See Note 7	\$217,123	\$351,239	(\$134,116)	\$1,870,086	\$1,532,195	\$337,891
Deductions From Revenue						
Contractual Adjustments- See Note 8	91,163	138,570	47,407	882,946	692,850	(190,096)
Bad Debt & Charity Adjustments	40,675	46,356	5,681	145,601	231,780	86,179
Total Deductions From Revenue	<u>131,838</u>	<u>184,926</u>	<u>53,088</u>	<u>1,028,547</u>	<u>924,630</u>	<u>(103,917)</u>
Net Patient Service Revenue	85,285	166,313	(81,028)	841,539	607,565	233,974
Other Operating Revenue	<u>1,330</u>	<u>13,750</u>	<u>(12,420)</u>	<u>74,877</u>	<u>68,750</u>	<u>6,127</u>
Total Operating Revenue	<u>86,615</u>	<u>180,063</u>	<u>(93,448)</u>	<u>916,416</u>	<u>676,315</u>	<u>240,101</u>
Operating Expenses						
Salaries & Wages	187,122	143,765	(43,357)	1,067,818	718,825	(348,993)
Contract Labor	-	-	-	-	-	-
Professional Contracts	-	30,267	30,267	6,339	151,335	144,996
Supplies & Small Equipment	17,894	38,057	20,163	147,765	190,285	42,520
Equipment Maintenance	11,640	6,430	(5,210)	42,906	32,150	(10,756)
Rental & Lease	1,200	1,200	-	6,879	6,000	(879)
Utilities	1,963	1,969	6	10,429	9,845	(584)
Depreciation	-	40,419	40,419	115,310	202,095	86,785
Travel, Meals & Education	4,406	5,481	1,075	22,548	27,405	4,857
Other Expenses	12,983	3,486	(9,497)	73,558	17,430	(56,128)
Total Operating Expenses	<u>237,208</u>	<u>271,074</u>	<u>33,866</u>	<u>1,493,552</u>	<u>1,355,370</u>	<u>(138,182)</u>
Net Operating Income /(Loss)	<u><u>(\$150,593)</u></u>	<u><u>(\$91,011)</u></u>	<u><u>(\$59,582)</u></u>	<u><u>(\$577,136)</u></u>	<u><u>(\$679,055)</u></u>	<u><u>\$101,919</u></u>

Note 7 Estimated revenue of \$415,000 for November and December, combined, based upon average runs per month

Note 8 Contractual allowances mapping is still being tested for accuracy, estimated amounts based upon historical adjustments, audit adjustments and account cleanup

Humboldt General Hospital
Rural Health Clinics
Statement of Profit and (Loss)
For Period Ending: December 31, 2019

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$578,318	\$574,058	\$4,260	\$2,242,130	\$2,716,880	(\$474,750)
Deductions From Revenue						
Contractual Adjustments- See Note 9	303,866	83,319	(220,547)	1,076,515	416,595	(659,920)
Bad Debt & Charity Adjustments	36,583	45,451	8,868	156,656	227,255	70,599
Total Deductions From Revenue	<u>340,449</u>	<u>128,770</u>	<u>(211,679)</u>	<u>1,233,171</u>	<u>643,850</u>	<u>(589,321)</u>
Net Patient Service Revenue	237,869	445,288	(207,419)	1,008,959	2,073,030	(1,064,071)
Other Operating Revenue	-	-	-	-	-	-
Total Operating Revenue	<u>237,869</u>	<u>445,288</u>	<u>(207,419)</u>	<u>1,008,959</u>	<u>2,073,030</u>	<u>(1,064,071)</u>
Operating Expenses						
Salaries & Wages	169,963	146,365	(23,598)	1,057,194	797,152	(260,042)
Contract Labor	-	-	-	-	-	-
Professional Contracts	258,381	151,358	(107,023)	1,861,111	756,790	(1,104,321)
Supplies & Small Equipment	14,001	12,525	(1,476)	423,446	70,170	(353,276)
Equipment Maintenance	309	435	126	4,315	2,175	(2,140)
Rental & Lease	-	-	-	4,398	-	(4,398)
Utilities	-	-	-	-	-	-
Depreciation	-	36,640	36,640	20,059	183,200	163,141
Travel, Meals & Education	6,960	9,167	2,207	69,152	48,699	(20,453)
Other Expenses	1,408	951	(457)	14,996	5,710	(9,286)
Total Operating Expenses	<u>451,022</u>	<u>357,441</u>	<u>(93,581)</u>	<u>3,454,671</u>	<u>1,863,896</u>	<u>(1,590,775)</u>
Net Operating Income /(Loss)	<u>(\$213,153)</u>	<u>\$87,847</u>	<u>(\$301,000)</u>	<u>(\$2,445,712)</u>	<u>\$209,134</u>	<u>(\$2,654,846)</u>

Note 9 Contractual allowances mapping is still being tested for accuracy, estimated amounts based upon historical adjustments, audit adjustments and account cleanup

HUMBOLDT GENERAL HOSPITAL

RATIOS FOR THE PERIOD ENDING JULY 31, 2019:

		FY2020												<FY2019	
		Standard	DEC	NOV	OCT	SEPT	AUG	JUL	JUN	MAY	APR	MAR	FEB	JAN	DEC
CURRENT RATIO		>2:1	10.93	11.02	8.02	11.11	10.23	16.59	13.95	17.32	17.18	18.27	12.84	17.76	7.89
Measure of short-term debt paying ability (Current Assets / Current Liabilities) Assets are 2x as large as Liabilities															
DAYS CASH ON HAND		>150 DAYS	211.32	216.03	230.86	230.42	230.91	238.22	239.81	241.33	237.26	231.73	237.02	235.13	219.56
Cash + Temp Investments + Investments divided by Total Expenses (less Depreciation AND Net Bad Debts), divided by Days in Period															
DAYS RECEIVABLES (NET OF ALLOWANCE)		< 70 DAYS	68.81	62.73	65.43	64.67	66.28	61.4	61.55	62.01	62.46	65.17	57.84	54.52	55.95
DAYS RECEIVABLES (GROSS)			101.73	97.48	99.37	89.3	93.47	90.05	90.16	87.11	89.68	88.06	80.91	79.4	-
OPERATING MARGIN		Percent > 3%	-6.48%	-2.89%	0.62%	-1.41%	-3.82%	1.15%	-2.88%	-3.19%	-3.00%	-2.98%	-3.96%	-4.18%	-6.17%
YTD Operating Profit (Loss) divided by YTD Gross Revenue from Services to Patients (Guide to Hospital's profitability)															

Op Margin = measurement of what proportion of revenue is left over after paying for operating costs

Humboldt General Hospital
Statement of Profit and (Loss)
For Period Ending: 12/31/2019

	DEC 2019			FY2
	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VARIANCE</u>	<u>ACTUAL</u>
INPATIENT REVENUE	\$1,824,111	\$3,086,671	(\$1,262,560)	\$19,449,594
OUTPATIENT REVENUE	4,472,494	4,573,305	(100,811)	26,802,794
LTC	707,385	523,805	183,580	3,453,520
CLINIC REVENUE	578,318	52,727	525,591	2,242,130
TOTAL PATIENT SERVICE REVENUE	7,582,309	8,236,508	(654,199)	51,948,039
DEDUCTIONS FROM REVENUE				
CONTRACTUAL ADJUSTMENTS	(1,983,163)	(3,181,172)	1,198,009	(19,681,033)
BAD DEBT	(748,039)	(369,415)	(378,624)	(3,902,789)
TOTAL DEDUCTIONS FROM REVENUE	(2,731,202)	(3,550,587)	819,385	(23,583,822)
NET PATIENT SERVICE REVENUE	4,851,107	4,685,921	165,186	28,364,216
OTHER OPERATING REVENUE	31,146	44,575	(13,429)	227,074
TOTAL OPERATING REVENUE	4,882,252	4,730,496	151,756	28,591,291
OPERATING EXPENSES				
SALARIES	1,671,844	1,515,982	155,862	9,835,101
BENEFITS	755,126	574,191	180,935	3,254,226
CONTRACT LABOR	90,651	57,916	32,735	782,046
PURCHASED SERVICES	982,821	897,835	84,986	5,965,234
SUPPLIES & SMALL EQUIPMENT	624,558	579,890	44,668	3,673,317
REPAIRS AND MAINTENANCE	140,624	273,381	(132,757)	925,468
RENTS AND LEASES	37,135	16,873	20,262	172,896
INSURANCE	22,289	30,264	(7,975)	299,394
UTILITIES	76,343	52,420	23,923	402,198
DEPRECIATION	-	605,839	(605,839)	2,157,633
TRAVEL & MEALS	68,947	58,060	10,887	475,060
OTHER EXPENSE	84,850	53,150	31,700	948,924
TOTAL OPERATING EXPENSES	4,555,189	4,715,801	(160,612)	28,891,498
NET OPERATING INCOME/(LOSS)	327,063	14,695	312,368	(300,207)
NON-OPERATING REVENUE & EXPENSES				
INTEREST INCOME	22,054	25,394	(3,340)	129,244
TAXES	187,342	369,265	(181,923)	2,248,475
DONATIONS	-	-	-	-
OTHER INCOME	-	-	-	-
CERNER CLEARING	-	-	-	-
NON-OPERATING REVENUE/ (EXPENSE)	209,396	394,659	(185,264)	2,377,719
NET INCOME/(LOSS)	\$536,458	\$409,354	\$127,104	\$2,077,512

Humboldt General Hospital
Statement of Profit and (Loss)
For Period Ending: 12/31/2019

2020

<u>BUDGET</u>	<u>VARIANCE</u>
\$18,459,346	\$990,248
27,361,830	(559,036)
3,142,830	310,690
<u>263,635</u>	<u>1,978,495</u>
49,227,641	2,720,398
(19,087,033)	(594,000)
<u>(2,216,484)</u>	<u>(1,686,305)</u>
<u>(21,303,517)</u>	<u>(2,280,305)</u>
27,924,124	440,092
<u>267,450</u>	<u>(40,376)</u>
<u>28,191,574</u>	<u>399,717</u>
8,983,111	851,990
3,445,146	(190,920)
347,496	434,550
5,387,010	578,224
3,489,094	184,223
1,640,286	(714,818)
101,238	71,658
181,584	117,810
314,520	87,678
3,635,034	(1,477,401)
338,998	136,062
315,780	633,144
<u>28,179,297</u>	<u>712,201</u>
<u>12,277</u>	<u>(312,484)</u>
152,364	(23,120)
2,215,590	32,885
-	-
-	-
-	-
<u>2,367,954</u>	<u>9,765</u>
<u>\$2,380,231</u>	<u>(\$302,719)</u>

HUMBOLDT GENERAL HOSPITAL
BALANCE SHEET
FOR MONTH ENDING 12/31/2019

	THIS YEAR	LAST YEAR	INC/(DEC)	INC/(DEC) %
ASSETS:				
CURRENT ASSETS:				
CASH & INVESTMENTS	\$29,568,382	\$25,187,422	\$4,380,960	17.4%
OTHER RECEIVABLES	992,387	580,215	412,173	71.0%
NET ACCOUNTS RECEIVABLE	12,685,345	9,284,945	3,400,400	36.6%
INVENTORY	1,584,111	1,676,421	(92,310)	-5.5%
PREPAIDS	993,976	799,008	194,968	24.4%
TOTAL CURRENT ASSETS	45,824,202	37,528,011	8,296,191	22.1%
PROPERTY, PLANT, & EQUIPMENT NET OF DEPRECIATION	60,198,313	63,079,516	(2,881,202)	-4.6%
DEFERRED OUTFLOWS OF RESOURCES				
PENSION DEFERRED OUTFLOWS	5,625,947	5,170,460	455,487	8.8%
TOTAL ASSETS	\$111,648,462	\$105,777,987	\$5,870,475	
LIABILITIES:				
ACCOUNTS PAYABLE	\$2,105,681	\$755,180	\$1,350,501	178.8%
ACCRUED PAYROLL	1,894,821	1,783,593	111,228	6.2%
OTHER CURRENT LIABILITIES	191,189	(496,785)	687,974	-138.5%
CURRENT PORTION OF LONG TERM DEBT	-	-	-	-
TOTAL CURRENT LIABILITIES	4,191,691	2,041,989	2,149,702	105.3%
LONG-TERM LIABILITIES				
NET PENSION LIABILITY	28,326,281	27,377,824	948,457	3.5%
DEFERRED INFLOWS OF RESOURCES				
PENSION DEFERRED INFLOWS	1,449,686	1,796,539	(346,853)	-19.3%
TOTAL LIABILITIES	33,967,658	31,216,352	2,751,306	
FUND BALANCE:				
RETAINED EARNINGS	77,680,804	74,561,635	3,119,169	4.2%
TOTAL LIABILITIES AND FUND BALANCE	\$111,648,462	\$105,777,987	\$5,870,475	

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS


DECEMBER 31, 2019 -- FISCAL YEAR 2020

ACCOUNTS FOR:	G/L ACCT. #:	LOCATION HELD:	ACCOUNT #:	BALANCES:
Cash Drawers	100.0005	Safe/Business Office/Clinics	Cash Drawers(12)	\$ 1,765.00
General Fund Checking	100.0010	Wells Fargo Bank	3828	\$ 8,716,328.44
Tax Account	100.0012	Wells Fargo Bank	925	\$ 16,529.94
Payroll Checking	100.0015	Wells Fargo Bank	3836	\$ -
Benefit Claims Account	100.0065	Wells Fargo Bank	9805	\$ -
General Fund Investment	100.0070	Wells Fargo Bank	6671	\$ 10,516,013.03
Hanssen Scholarship Fund	100.0075	Wells Fargo Bank	7067	\$ 4,007.74
EMS Scholarship Fund	100.0078	Wells Fargo Bank	917	\$ 16,905.95
SNF Patient Trust	100.0090	Wells Fargo Bank	0021	\$ 24,287.59
SNF Memorial/Activity	100.0095	Wells Fargo Bank	9304	\$ 4,912.79
Investment Trust		Wells Fargo Bank	6500	\$ 10,428,932.64
HRG Self Pay	100.0055	Sterling Bank	1566	\$ 96,477.05
LGIP Savings	100.0080	NV State Treasurer	#xxxGHO	\$ 236,745.44

HGH TOTALS: \$ 30,062,905.61

I, Kelley Gentry, Interim CFO for Humboldt General Hospital, hereby certifies that the above report of cash account balances accurately reflects the actual cash-in-bank as reported by the financial institutions holding the funds for the current period end.

SUBMITTED & SIGNED:


 Kelley Gentry, Interim CFO

F. Business Items – Other Reports

1. Employment Agreement with Brittani Smith, FP/OB

Dr. Brittani Smith, graduate of Tulane University and the Virginia Commonwealth University School of Medicine, completes her Maternal Child Fellowship in Oak Park, Illinois this spring, 2020. Please see CV in packet.

Dr. Smith visited HGH and the community of Winnemucca December 1-3, 2019. The Board Chair had an opportunity to meet with Dr. Smith during her site visit.

HGH received a signed offer/letter of intent from Dr. Smith on December 26. Dr. Smith and her mother will be visiting at the end of the month to begin planning for Dr. Smith's relocation.

12/1/2019



Brittani Smith, MD **Family Medicine – Obstetrics**

170 North Marion Street, Unit 4, Oak Park, IL 60301 | (704) 614-0398 | doctorbrittani247@gmail.com

EDUCATION

- July 2019 to present Maternal Child Health Fellowship
West Suburban Hospital
Oak Park, IL
- June 2016 to June 2019 St. Francis Family Medicine Residency Program
Richmond, VA
Blackstone Rural Track
Virginia Commonwealth University
- December 2014 Virginia Commonwealth University School of Medicine
Richmond, VA
Doctor of Medicine
- May 2016 Tulane University
New Orleans, LA
Masters of Science, Clinical Research Methods
Thesis: "Effectiveness of Melatonin in Low-risk, Prostate Cancer."
Advisor: Dr. Roy S.Weiner,MD and Dr. Jonathan Silberstein,MD
- May 2006 North Carolina A&T State University,
Greensboro, NC
Bachelor of Science, Biology
Graduated Magna Cum Laude
- June 2002 Independence High School
Charlotte, NC

HONORS AND AWARDS

- 2018 CARE/DAISY Award Nominee
Nationwide program that rewards and celebrates the extraordinary clinical skill and compassionate care given to patients by physicians and nurses
- 2018 ACGME Liaison Representative
Residency appointed liaison for the entire cohort of residents to serve as a resident GME representative
- 2018 OB Chief
Facilitate OB interest workshops, monthly lectures discussing ACOG bulletins, creating OB call schedule for OB faculty, as well attending monthly perinatal faculty meetings.

PROFESSIONAL TRAINING

- Anticipated May 2019 Family Medicine Board Certification



- June 2018 to June 2021 Certified Advanced Life Support in Obstetrics, Provider
AAFP, Richmond, VA,
Comprehensive course improving patient safety and positive maternal outcomes during potential perinatal care emergencies
- June 2018 to June 2021 Certified Basic Life Support, Provider
American Heart Association, Richmond, VA
Certified to provide basic life support in emergent situations in adults and pediatrics
- June 2018 to June 2021 Certified Pediatric Advanced Life Support, Provider
American Heart Association, Richmond, VA
Certified to provide skills necessary to efficiently and effectively manage critically ill infants and children
- June 2018 to June 2021 Advanced Cardiac Life Support, Provider
American Heart Association, Richmond, VA
Certified to provide and manage urgent treatment for life threatening medical emergencies in adults.

RESEARCH EXPERIENCE/WORK EXPERIENCE

- 2015 to 2017 Consultant – MedDocLive
I assist with various hospitals in Illinois, Missouri and Kansas to transition to a new Electronic Health Records. During each go-live, I would help each physician navigate Epic while creating templates.
- 2014 to 2015 VCU Baby Friendly Hospital Research Initiative – Research Assistant
Richmond, VA
VCU Medical Center is a part of the Baby Friendly Hospital Initiative sponsored by the World Health Organization and the United Nations Children's Fund to ensure proper implementation of ten successful steps to successful breastfeeding. As a research assistant I surveyed antepartum and postpartum patients through a set of questions to assess how well those ten steps have been implemented by the staff on the Maternal Unit and Women's Health Clinic at VCU Medical Center.
- 2011 to 2013 Breastfeeding Study; VCU Medical Center- Pediatric and Women's Health Department – Research Assistant
Richmond, VA
As a research assistant, I randomly selected and consented pregnant women at a minimum of 24 weeks gestation to watch either a prenatal nutrition video or a breastfeeding video. The hypothesis of the study was that by watching the breastfeeding video the incidence and duration of breast feeding would increase. After watching the videos, I contacted patients at 1 month, 3 month and 6 month gestation for follow up and data collection.
- 2007 to 2008 American Red Cross National Testing Laboratories
Lab Technologist, Tabitha Jackson
The National Testing laboratory provides services to various Red Cross Blood Banks and surrounding community blood centers and hospitals. It was my responsibility to perform tests for CMV, syphilis, ABO/Rh and Antibody Screening on blood samples from donors.



REFERENCES

Dr. Victor Agbeibor, M.D., FAAP
Program Director
St. Francis Family Medicine and Blackstone Rural Track
Virginia Commonwealth University
13540 Hull Street Road
Midlothian VA, 23112
Phone: 804-595-1400
Email: Victor_Agbeibor@bshsi.org

Dr. Marissa Esquivel, M.D.
Blackstone Program Director
St. Francis Family Medicine and Blackstone Rural Track
Virginia Commonwealth University
213 N Main Street
Blackstone, VA, 23824
Phone: 804-285-6080
Email: Marissa_Esquivel@bshsi.org
Fax: 434-298-0908

Dr. Lachelle Campbell, M.D., FM/OB
St. Francis Family Medicine
Virginia Commonwealth University
13540 Hull Street Road
Midlothian VA, 23112
Phone: 804-595-1400
Email: Lachelle_Campbell@bshsi.org
Fax: 804-739-8923

Dr. Marcee Vest, D.O., FM/OB
St. Francis Family Medicine and Blackstone Rural Track
Virginia Commonwealth University
13540 Hull Street Road
Midlothian VA, 23112
Phone: 804-595-1400
Email: Marcee_Vest@bshsi.org
Fax: 804-739-8923



2005 to 2006

Chemotherapeutic Research; Minority International Research Training Program – Research Assistant, Dr. Nga Been Hen
Singapore

I was selected and funded by the M.I.R.T. program to participate in my first research experience at the National University of Singapore. For three months, I worked in the Microbiology Lab to assist Dr. Nga with his long term goal of developing new and more effective antitumor chemotherapeutic agents with less harmful side effects. I constructed novel compounds of antitumor compounds by combining genes from various antibiotic biosynthetic pathways. The new compound that I synthesized was further investigated to produce a new hybrid antibiotic compound. During those rewarding months I gained a new passion for biomedical research and international medicine.

2004 to 2006

Chemopreventive Research; NC Louis Stokes Alliance for Minorities Research Assistant, Dr. Marion Franks
Greensboro, NC

The goal of this research project was to understand the detailed structure, activity relationships of possible cancer chemopreventives. I assisted in preparing and completely characterizing the synthesis of compounds that can be used as chemopreventive agents

PROFESSIONAL AFFILIATIONS

2010 to present
2016 to present
2010 to present

Christian Medical and Dental Association (CMDA)
American Academy of Family Practice
American Medical Association
Tau Phi Chapter of Beta Beta Beta Biological Honor Society
Alpha Alpha Chapter of Beta Kappa Chi Scientific Honor Society
Golden Key Honor Society

LANGUAGES

English: Native Language
Spanish: Novice Speaker, Listener, Writer, and Reader

EXTRACURRICULAR ACTIVITIES

Teen Parent Mentor
Habitat for Humanity
Central Virginia Food bank
Woodville Presbyterian Church Sports Physicals
Delta Sigma Theta Sorority Inc.
Bikram Yoga
Extreme Sports

INTERNATIONAL EXPERIENCE

June 2018, June 2019 Ghana Mission Trip

O. KENT MAHER
ATTORNEY AT LAW
33 WEST FOURTH STREET
P.O. BOX 130
WINNEMUCCA, NEVADA 89446

TEL: (775) 623 5277 FAX: (775) 623 2468
EMAIL: KENT@WINNEMUCCALAW.COM

MEMORANDUM

TO: Interim Administrator-CEO
FROM: Hospital District Legal Counsel *OKM*
DATE: January 22, 2020
RE: Smith / physician employment agreement

Attached (in pdf. format to the email) is a draft version of the proposed *Agreement for Physician Employment* with Brittani Smith, M.D., which was prepared using the terms and conditions information provided. Please review the document carefully for content and accuracy. If revisions are believed necessary, please contact me to discuss.

The agreement will be considered at the next Board meeting. Accordingly, this memo and the attached agreement are copied to administration staff for distribution to the Hospital Board members in the Board meeting packet. When the Board has approved the Agreement as drafted or revised, as the case may be, the document will be prepared for submittal to the physician.

If you have questions concerning this matter, please contact me. Thank you.

OKM/lp
Attachment

AGREEMENT
FOR PHYSICIAN EMPLOYMENT

THIS AGREEMENT, made and entered into effective the _____ day of _____, 2020 (the "Effective Date") by and between:

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

PHYSICIAN: BRITTANI SMITH, MD
170 North Marion Street, Unit 4
Oak Park, Illinois 60301

RECITALS:

A. Humboldt County Hospital District ("District" or "Employer") operates Humboldt General Hospital ("Hospital"), an acute care medical facility with critical access designation, Harmony Manor ("Harmony Manor"), a long-term skilled nursing medical facility, Quail Corner Life Enrichment Community ("Quail Corner"), a memory care long-term skilled nursing medical facility, and the Hospital Clinic ("Clinic") and Resident Clinic ("Resident Clinic"), 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 a need for a qualified and licensed qualified family practice and obstetrics (herein referred to as the "Practice Specialty") physician at the District Facilities to serve the interests of the District, the District patients and the residents of Humboldt County.

B. Brittani Smith, M.D. ("Physician") is, or will be at the beginning of the term of this Agreement, qualified and licensed to practice in the State of Nevada, with experience and capability in providing Practice Specialty physician services, and desires to provide to District the services described in this Agreement.

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

1. TERM. Hospital shall utilize Physician on a full-time basis for the period commencing August 1, 2020 (the "Commencement Date") and ending July 31, 2024 (the period beginning August 1, 2020 and ending July 31, 2021 and the subsequent one-year periods beginning August 1 and ending July 31 may each be referred to as an "Agreement year"), subject to the terms and conditions herein, it being understood the Commencement Date may be adjusted to a different mutually agreed upon date.

2. PHYSICIAN SERVICES. Physician shall devote Physician's professional efforts to performance of this Agreement to provide Practice Specialty services for the District and, to the extent it does not interfere with Physician's performance of any duty or obligation hereunder, Physician may accept work with and provide services for the independent contractors providing Hospitalist services and ER services to the District without advance consent of the District. Any non District Facilities work by Physician may only be provided with the advance consent of the

District. For purposes of this Agreement, the Physician shall be an “exempt” employee under applicable federal and state wage and hour laws, not eligible for overtime compensation or benefits.

3. PHYSICIAN DUTIES. During the term of this Agreement Physician shall:

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

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

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

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

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

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

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

h. Meet the standards required by District, including the standards of ethics and professional competence of District medical staff and the standards required by this Agreement, appropriate licensing agencies, including the State of Nevada, and any other relevant community standards.

4. PHYSICIAN HOURS.

a. At Clinic. Physician shall provide a full time practice, defined as a minimum average of forty (40) hours per week, forty-six (46) weeks per Agreement year and, except while

engaged in rendering direct patient care at the District Facilities, or participating in CME (as hereafter defined), Physician shall be available as scheduled in the Clinic for a minimum average of thirty-six (32) hours per week and as scheduled for OB delivery and On-Call services. The Clinic and On-Call schedule will be determined by the Hospital Administration, in consultation with the Physician, based on anticipated patient demand and the needs of the District, with reasonable effort to accommodate Physician's scheduling preferences; however, the schedule is subject to change based on District needs and/or patient demand.

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

5. COMPENSATION.

a. Base Compensation. District shall pay Physician a base compensation salary of \$350,000 per Agreement year. There may be an adjustment to the base salary depending on the PERS (as herein defined) retirement plan selected by Physician. The base salary is paid in equal biweekly payments on the District's regular salary and wage payment schedule.

b. Incentive Compensation. In addition to any other compensation provided in this Agreement, the Physician shall be entitled to receive incentive compensation each Agreement year calculated as the difference between the base compensation and the calculated compensation of the worked Relative Value Unit ("wRVU") productivity model using a production base threshold of 5,200 for the base compensation salary of \$350,000, with each additional wRVU above the base threshold valued at \$47.93. The determination of the incentive compensation payment, if any, must be made not later than thirty (30) days after the end of each Agreement year of this Agreement, and payment of the incentive compensation must be made not later than forty-five (45) days after the end of each Agreement year of this Agreement.

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

If the calculated compensation under the productivity model exceeds the base

compensation, the difference will be paid as incentive compensation; provided, however, the incentive compensation paid shall not exceed ninety-nine percent (99%) of the maximum compensation for the Practice Specialty services established by the most recent published report of the MGMA physician compensation and production survey. If the calculated productivity model compensation does not exceed the base compensation, no incentive compensation will be paid.

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

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

d. Total Compensation Cap. The maximum annual total compensation of the Physician from the combined base compensation and incentive compensation pursuant to this Agreement shall not exceed, and shall be limited to, a sum equal to the fair market value for Physician's services provided in the District's service area, as determined by an appropriately qualified third party, after consideration of all relevant information, including Physician's clinical production, financial performance and coding accuracy.

e. Additional Compensation. The Physician has a current student loan obligation outstanding balance and may be eligible for student loan repayment funds through the Nevada Health Service Corps (NHSC) program offered by the Nevada State Office of Rural Health for practioners serving in areas of health services under-service. In exchange for a two (2) year commitment to serve in an under-served area (this Agreement contemplates such commitment), Physician is eligible for up to \$50,000 of NHSC student loan repayment assistance for the first two-year period of employment and, thereafter, up to \$25,000 of such assistance per year, it being understood that the District, as the Physician employer, may be responsible for a portion of such loan repayment assistance funding, which District shall pay up to the maximum sum determined by the NHSC program. The additional compensation is paid in equal biweekly payments on the District's regular salary and wage payment schedule. It is understood:

(i) Student Loan Repayment Terms. Physician is responsible for and shall: (i) apply for the NHSC loan repayment assistance program funds; (ii) apply any NHSC loan repayment program funds to Physician's outstanding student loan obligation; (iii) timely pay during the term of this Agreement the full amount of any and all required student loan periodic payments pursuant to the terms of student loan; and, (iv) apply the additional compensation received from District during the term of this Agreement to the repayment of the student loan.

(ii) Payment Application. The direct payment by District for the employer share of the student loan repayment assistance to NHSC, or their designee, is an NHSC program requirement and such payment is not a payment made to Physician from which the District will pay taxes and other withholding; however, to the extent that all or any portion of payments made by District on behalf of Physician for repayment of the student loan obligation are treated as income to the Physician, the Physician is responsible for the taxes and employee share of the other withholdings of such payments.

(iii) Student Loan Discharge Obligation. It is unknown whether the payments of the NHSC loan repayment assistance funds, the payments by Physician of the required student loan periodic payments, and the payments of the additional compensation received from District to be applied to the student loan obligation will discharge the Physician student loan obligation by the end of the Agreement term. If, after applying to Physician's outstanding student loan obligation the NHSC student loan repayment assistance funds, the Physician's monthly loan payments during the term of this Agreement, and the additional compensation received from District during the term of this Agreement, there is any balance of the Physician student loan obligation remaining unpaid at the end of the term, such balance is the obligation of and shall be paid by the Physician

(iv) Termination Payment. Upon termination of this Agreement for any cause or without cause by either party, the Physician shall be responsible for payment of the unpaid balance of Physician's student loan obligation.

6. BENEFITS / FEES / ALLOWANCES / EXPENSES.

a. Benefits. District shall provide Physician with the following benefits:

(i) Paid Time Off. A total of six (6) weeks or thirty (30) days (240 hours) paid time off ("PTO") per Agreement year, which is an all purpose time off policy for vacation, sick leave, injury leave, holidays and personal business. The accumulation rate for PTO is .115385 hours per paid hour calculated each biweekly pay period (e.g., 80 paid hours every biweekly pay period times .115385 equals 9.2308 accumulated hours, and 9.2308 accumulated hours per pay period times 26 pay periods per year equals 240 hours per year). When the PTO accrual reaches 240 hours in any Agreement year, the accumulation of PTO ceases and there is no accrual until the then accrued PTO is used or reimbursement is made to reduce the accrued PTO to less than 240 hours. Payment of PTO shall be based upon an hourly prorating of Physician's base compensation salary then in effect. Physician shall obtain the District's advance approval of the leave schedule and coverage, except in the event of unexpected illness, injury or emergency. If Physician does not use all or any portion of the PTO in any Agreement year, the unused portion shall roll over and be available for use in a subsequent Agreement year; provided, however, the maximum amount of PTO that can be accrued and/or rolled over is 240 hours. Upon written request by Physician, but not more frequently than four times (4X) per Agreement year, Physician is entitled to receive compensation in lieu of time off for accrued PTO; provided, however, Physician shall be entitled to a maximum payment each Agreement year for 120 hours (3 weeks or 15 days) of PTO. Physician is entitled to receive compensation for accrued PTO benefits at the end of the term.

(ii) Health and Other Care Benefits. Medical, dental, vision, prescription drug and life insurance (subject to eligibility) coverage consistent with the health and welfare benefit plan provided other employees of the District.

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

b. CME. Physician shall receive: (i) five (5) business days with compensation each Agreement year (in addition to PTO) for the purpose of attending approved continuing medical education (CME) in Practice Specialty subjects to maintain Physician's current credentials and professional licensure, and (ii) pay or reimbursement up to \$2,500 per Agreement year in

associated pre-approved registration and course fees, both for on-site and on-line programs, necessary for CME and CME materials, and such sum does not include the costs for the associated travel, vehicle, parking, lodging and meals. Physician shall obtain the Hospital Administration advance approval of the schedule for CME requiring travel outside the northern Nevada regional area. Any portion of the CME days or payment allowance remaining unused at the end of an Agreement year shall be forfeited.

c. License Fees. The District shall pay Physician's fees to maintain a valid Nevada license and DEA permit to practice medicine in the State of Nevada.

d. Professional Dues / Subscriptions. District shall pay up to \$2,000 per Agreement year to Physician for professional dues and subscriptions from professional organizations upon Physician providing invoices for, or proof of payment of, such expenses. Any portion of the dues and subscription allowance remaining unused at the end of an Agreement year shall be forfeited.

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

f. Relocation Allowance. District shall pay up to the sum of \$10,000 for IRS approved moving and relocation expenses. The expenses may be paid directly to a relocation company or service, or reimbursed to Physician upon providing receipts for payments made by Physician. If Physician terminates employment prior to the end of the term, the relocation allowance must be repaid to District on a pro rata basis.

g. Rural Practice Incentive. District shall, upon commencement of the term, pay a one-time payment of \$25,000 to Physician as an incentive to practice and continue practicing in a rural community. If Physician terminates employment prior to the end of the term, the rural practice incentive payment shall be repaid to District on a pro rata basis.

h. Payment Requests. When payment authorized by this section must be requested by Physician (e.g., expenses reimbursement, CME reimbursement or PTO payment) the Physician 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.

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

8. POLICIES.

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

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

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

9. **PRACTICE RESTRICTION-CLOSURE.** Authorization by the Hospital Administration shall be required prior to any material change, restriction, or closure of Physician's practice.

10. **SUPERVISION.** Physician shall report directly to and be under the supervision of the Administrator for personnel matters and non-clinical aspects of Physician's employment. Supervision shall include direction, evaluation, performance reviews, discipline, granting of leaves, scheduling and other usual and customary tasks of supervisory and management responsibility. Supervision for clinical or professional aspects of Physician's employment shall be in accordance with the medical staff bylaws and the medical staff rules and regulations.

11. **DISTRICT DUTIES.**

a. **Facilities.** In addition to providing the compensation and benefits described herein, District shall provide, at District expense, an office space in the District's service area for the providing of Practice Specialty services. The office space shall include such amenities as are reasonably necessary, in the good faith opinion of the District, to the conduct of a Practice Specialty medical practice, including access to a waiting room, reception area, examining room(s), personal office space, and patient parking. The facilities provided by the District are not leased or rented to Physician, and the right to occupy and use such facilities shall continue only while this Agreement is in effect and there is compliance with the terms and conditions hereof.

b. **Equipment / Supplies / Utilities.** District shall provide, at District expense, all professional office equipment, supplies and utilities that are, in District's good faith opinion, reasonably necessary for conduct of a Practice Speciality medical practice. Such equipment, supplies and utilities shall remain the sole property of District, and may be removed, replaced or

encumbered in the sole discretion of District. District will consult with Physician concerning selection of equipment, supplies and utilities.

c. Ancillary Personnel. District shall recruit, evaluate, employ or otherwise provide or make available at District expense ancillary support personnel reasonably necessary, in District's good faith opinion, for providing Practice Specialty services, including billing/collection personnel, transcription services, and an office manager. District shall, after appropriate opportunity for input from Physician, have the exclusive right to select, schedule, evaluate, discipline, promote or terminate such support personnel and to set their compensation and duties. Physician shall have general medical supervisory responsibility for Practice Specialty patient care activities and ancillary medical personnel while performing services for the District.

d. Insurance. District, at District expense, maintains professional liability insurance for its employed providers which covers Physician's practice in amounts required by the District's professional staff policies, but not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. The insurance is obtained on a claims-made basis, and provides for continuation or "tail coverage" after termination of services hereunder. Physician shall promptly notify District of any claim or threatened claim based on services rendered by Physician, under Physician's supervision, or at the District Facilities and shall cooperate fully with District and its insurers in investigation, defense, and other disposition of such claims, including not making any voluntary statements or commitments which could prejudice defense of same. If Physician ceases to be covered by District's professional liability insurance, then Physician shall obtain and maintain the required professional liability insurance coverage at Physician expense.

e. Laboratory / Diagnostic Services. District will provide at the Hospital such laboratory and other diagnostic services as are customary and reasonable for a Practice Specialty medical practice, including reasonable courier and other communications services necessary to transmit samples or results.

12. BILLING / RECORDS.

a. Billing / Assignment. Physician assigns to District all of Physician's right, title and interest to payment from or on behalf of patients or other recipients of professional services rendered by Physician or under Physician's supervision during the term of this Agreement. Physician shall promptly execute such further documents as may be necessary or helpful to give effect to this assignment. District shall determine the fee schedule for Physician's services. Physician shall not waive or compromise any obligation, payment, deductible or copayment for any service rendered pursuant to this Agreement and shall promptly and accurately complete and sign all billing reports, diagnoses, certifications, and attestations necessary for the District to bill and collect for professional services rendered by Physician or under Physician's supervision pursuant to this agreement. District shall retain, as District property, all amounts received or collected for Physician's services. Physician shall not seek to bill or collect from any third party payor or any patient in violation of this Agreement. Upon written request by Physician, but not more frequently than one time (1X) per calendar quarter, District shall provide Physician with a quarterly report of available billing information and data, including billed charges (gross and net), revenue (gross and net) and accounts receivable.

b. Medical Records. Physician shall create and maintain accurate, complete, readable and timely records of all care rendered at the District Facilities. The records must be kept and maintained in the District provided EHR (Electronic Health Records) system in the format approved by the District. The records shall be and remain the property of the District. Patient

records shall not be removed from the District Facilities without District's written consent. For purposes of this Agreement, "timely" means: (i) within one (1) business day for completion of (a) hospital history and physical notes and (b) hospital diagnostic testing results; (ii) within two (2) business days for completion of (a) clinic written diagnosis notes, indication of procedures performed notes, indication of level of care notes, outpatient notes and progress notes and (b) reports of clinic lab and radiology results; and, (iii) within three (3) business days for completion of (a) hospital discharge summaries and (b) clinic pharmacy refill requests. The timeliness requirements may be revised by the District from time to time based upon operational or legal requirements without amending this Agreement.

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

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

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

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

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

(iv) Incentive Compensation Forfeiture. Physician may be declared ineligible for any accrued, unpaid incentive compensation pursuant to Section 5.b. of this Agreement.

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

(i) Access. If this Agreement is or becomes subject to any law relating to

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

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

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

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

13. PHYSICIAN WARRANTIES. Physician represents and warrants as of the commencement of the term and during the term that:

- a. Physician is a doctor of medicine, duly licensed and in good standing, without restriction, as a physician in the State of Nevada.
- b. Physician holds a DEA permit with respect to controlled substances, and the permit is in good standing and without restrictions.
- c. Physician is eligible to participate in Medicare and Medicaid and has never been denied participation, restricted or charged with any program violation by those administering Medicare or Medicaid programs. Physician will abide by all procedures, practices and administrative regulations promulgated by Medicare and Medicaid.
- d. Physician will maintain the Nevada license to practice medicine, the DEA permit and Medicare and Medicaid practice eligibility in good standing, without restriction or challenge.
- e. Physician is familiar with and shall be subject to, comply with, and abide by all policies, procedures, rules, regulations, guidelines, protocols, and requirements of the District, and the bylaws, rules and regulations of the District's medical staff, as amended from time to time.
- f. Physician will cooperate with, and carry out any corrective action recommended as a result of, any and all internal and external audits conducted by the District to promote regulatory compliance.

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

h. Physician will provide services under this Agreement in compliance with all applicable federal and state laws, regulations, rules and standards, including the Medicare Conditions of Participation applicable to the District.

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

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

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

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

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

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

o. Physician will maintain national board certification (including re-certifications as applicable) in Practice Speciality medicine.

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

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

Americans with Disabilities Act of 1990, as amended.

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

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

16. EVALUATION OF SERVICES. The District continually evaluates all services provided and may initiate changes to services provided based upon the health care environment and external pressures to remain competitive. Physician and District agree to participate in open dialog and negotiations regarding Physician or District developments that may affect the manner in which services are provided and/or the services that Physician or District may choose to provide. The development of new programs of patient care by Physician shall be discussed with the appropriate medical advisors and approved by District before being instituted.

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

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

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

20. INDEPENDENT JUDGEMENT. Nothing contained in this Agreement or in any other agreement between the District and Physician shall be interpreted to prescribe Physician's method or manner of practice of medicine or delivery of patient care, or to influence the exercise of independent judgement in the practice of medicine. Physician shall have complete control over the care of patients and District shall not exercise any direct supervision or control over the individual care of any patient. Physician's care of patients must be consistent with any rules and regulations promulgated by District dealing with the general treatment of patients.

21. TERMINATION. This Agreement and the employment of Physician may be terminated as follows:

a. **Upon Occurrence of Certain Events.** The District may unilaterally terminate this

Agreement before the end of the term, effective immediately unless otherwise provided, on the occurrence of any of the following events:

(i) **Denial of Application.** Denial of Physician's application for commencement or renewal of active professional medical staff appointment for full clinical privileges at the District Facilities.

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

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

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

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

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

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

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

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

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

d. **Without Cause.** Either the District or Physician may, by written notice to the other

party, terminate this Agreement without cause one hundred twenty (120) days after the giving of such written notice.

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

At the effective date of termination, all rights, duties and obligations of District and Physician under this Agreement shall terminate except: (i) District shall compensate Physician for services performed by the Physician for which compensation is due but has not been received; (ii) in the event Physician is indebted to District for amounts due under this Agreement or other obligations between the parties, District may offset such indebtedness against any amounts due Physician from the District; and, (iii) the records access and retention of files (section 12.e.), the confidentiality agreement (section 12.f.), the non competition covenant (section 22), and the release (section 23) provisions shall continue to bind the parties.

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

22. COVENANT NOT TO COMPETE. Physician, for and in consideration of the compensation and benefits herein, agrees that for a period of one (1) year from and after the termination of this Agreement, Physician shall not, within seventy-five (75) miles of the city limits of Winnemucca, Humboldt County, Nevada (the same being the normal service area of the District), as an employee, associate, partner, manager, trustee, independent contractor, consultant, principal, agent of or through the agency of any corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person: (i) engage in Practice Speciality services, or (ii) solicit or accept employment to perform Practice Speciality services with or from any corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person, or (iii) solicit former patients served by Physician as an employee of the District. In the event the provisions of this section should be determined by a court of competent jurisdiction to exceed the time or geographical limitations permitted by the applicable law, then such provisions shall be reformed to the maximum time or geographical limitations permitted by applicable law.

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

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

[remainder of page intentionally left blank]

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

DISTRICT:

PHYSICIAN:

JoAnn Casalez, Chairman Humboldt County
Hospital District Board of Trustees

Brittani Smith, M.D.

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EXHIBIT "A"
TO
AGREEMENT FOR PHYSICIAN EMPLOYMENT
GENERAL PROVISIONS

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

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

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

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

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

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

G. CONSTRUCTION. Whenever the context of this Agreement requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural. The language of all parts of this Agreement shall in all circumstances be construed as a whole, according to its fair meaning, and not strictly for or against any party. The doctrine or rule of construction against the drafting party shall not apply, nor shall any such presumption apply, to the interpretation and/or enforcement of this Agreement or any documents attached to this Agreement.

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

I. DEFINITIONS / TERMS. The capitalized terms used in this Agreement with reference to HIPAA or any other federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation. As used in this Agreement, the term: (i) "Physician" shall include, when the context requires inclusion, all Physician associates, subcontractors and agents of Physician used to provide services or carry out Practice Specialty services under this Agreement; and, (ii) "Administrator" refers to the District/Hospital chief executive officer or chief operating officer and, when the context requires, shall include the designee or appointee of the Administrator. References to "days" refer to calendar days, unless stated otherwise, and reference to a "business day" refers to a day that is not a Saturday, Sunday, legal holiday or a day observed as a legal holiday for Nevada state governmental offices under the Nevada Revised Statutes.

J. DISPUTE RESOLUTION. Any controversy, claim or dispute relating to this Agreement or Physician services concerning a non medical issue shall be the subject of informal discussions between Physician and the Hospital Physician Services Director (or equivalent practice administrator). If no agreement can be reached between Physician and Physician Services Director, the decision of the Physician Services Director may be referred to the Administrator for a decision. Any questions or disagreements

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concerning standards of professional practice or the medical aspects of the services provided by Physician shall be referred to a peer or peer group (up to three (3) persons) of qualified medical professionals selected by the Physician and the Administrator, which peer or peer group will recommend a resolution of the matter to the Administrator. If Physician is dissatisfied in either case with the decision of the Administrator, then upon the written request of Physician submitted to the Administrator on or before the expiration of five (5) business days after the decision is rendered, the dispute will be submitted to a committee (less than a quorum) appointed by the Board Chairman of the District's Board of Trustees for resolution. The decision of the District's Board of Trustees is final. If there is failure to reach resolution upon exhaustion of the procedures of this section, the parties may then exercise any remedy authorized by this Agreement or by law.

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

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

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

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

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

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

address or attention as from time to time may be specified by either party by notice to the other party in the manner herein provided.

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

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

If, in the opinion of counsel for the District, changes in federal or state statutes or regulations, or court interpretations of statutes or regulations applicable to District, render this Agreement or any of its provisions illegal, or significantly impair or restrict District's entitlement to reimbursement for services rendered by Physician, the parties shall negotiate in good faith to eliminate the illegality or adverse reimbursement effects occasioned by such changes while maintaining the intended effect of this Agreement as nearly as possible. If the parties are unable to reach agreement or if, in the opinion of counsel for the District, it is not possible to eliminate the illegality or adverse reimbursement effects through mutual agreement, District may terminate this Agreement on fifteen (15) days written notice to Physician. In the event of termination under this section, the parties shall be relieved of all obligations each to the other pursuant to this Agreement from the date of termination, except as provided in section 21 herein.

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

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

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

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

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

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

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2. Employment Agreement with Landon Mouritsen, CRNA

Mr. Landon Mouritsen, a graduate of the Excelsa Health School of Anesthesia at Saint Vincent College, Latrobe, PA., came to HGH following employment with the CGH Medical Center in Sterling, Illinois. On September 19, 2019, Landon began his first day at HGH in a traditional employee category. At this time Mr. Mouritsen and HGH desire entering into an employment agreement, not atypical for CRNAs: independent mid-level practitioners. Please see CV and Proposed terms of Agreement in packet.

Landon Mouritsen

490 E 4th Street #4A, Winnemucca, NV 89445

Phone: (208) 703-9539

Email: ltmouritsen@gmail.com

Educational Experience

Master of Health Science Degree in Nurse Anesthesia
Bachelor of Science in Nursing
Associate of Science in Nursing

Saint Vincent College Aug 2015-December 2017
Brigham Young University-Idaho Dec 2011-July 2013
Brigham Young University-Idaho Nov 2009-Dec 2011

Professional Experience

Certified Registered Nurse Anesthetist

Feb 2018-Present

CGH Medical Center, Sterling, IL.

- Working very autonomously in 100 bed community hospital.
- Performing my own pre-operative assessments.
- Proficient at multiple peripheral blocks and ultrasound use.
- Frequent spinal and epidural insertion (lumbar and thoracic).
- Able to insert arterial lines, perform difficult IV starts, DL tube insertion, fiberoptic scope use.
- Cases include Vascular, OB/GYN, General, Ortho, Urology, Pediatric ENT and Dental, GI, Ophthalmology, Podiatry, Cath Lab, Emergency ICU intubations, CT/MRI, Cath Lab.

Gap is d/t study + taking Boards + waiting for hospital credential

Student Nurse Anesthetist

Graduated: December 2017

Excelsa Health School of Anesthesia at Saint Vincent College, Latrobe, PA.

- Received experience in a variety of settings including small community facilities to large trauma hospitals.
- Multiple Simulation Workshops: including Difficult Airway, Epidural/Spinal Anesthesia, Central Venous Catheter Insertion, Regional Anesthesia/Peripheral Nerve Block, Ultrasound Guidance Workshop

Registered Nurse

July 2013-Aug 2015

St. Luke's Regional Medical Center, Boise, ID.

- Registered Nurse in the Medical ICU, Surgical ICU and Recovery Room.
- Worked an average of 40+ hours per week.
- Member of American Association of Critical-Care Nurses and ICU Performance Improvement Committee.

Registered Nurse

July 2012- June 2013

Weiser Memorial Hospital, Weiser, ID.

- Acquired 1 years' experience in Medical/Surgical, Obstetrics and the Emergency Room.
- Spanish interpreter for patients and medical staff.
- Worked an average of 40+ hours per week.
- Designated super-user for implementation of Healthland Computer Systems.

Certifications and Professional Societies

	Expiration Date
NBCRNA Certification # 120597	Dec 2021
Illinois APRN License # 209017152	May 2020
Illinois Nursing License # 041.458698	May 2020
Advanced Cardiac Life Support (ACLS)	Oct 2019
Pediatric Advanced Life Support (PALS)	Oct 2019
Basic Life Support (BLS)	July 2019
American Association of Nurse Anesthetists (AANA)	

O. KENT MAHER

ATTORNEY AT LAW

33 WEST FOURTH STREET

P.O. BOX 130

WINNEMUCCA, NEVADA 89446

TEL: (775) 623 5277 FAX: (775) 623 2468

EMAIL: KENT@WINNEMUCCALAW.COM

MEMORANDUM

TO: Interim Administrator-CEO

FROM: Hospital District Legal Counsel *OKM*

DATE: January 22, 2020

RE: Landon Mouritsen / nurse anesthetist employment agreement

Attached (in pdf. format to the email) is a draft version of the proposed *Agreement for Nurse Anesthetist Employment* with Landon Mouritsen, CRNA, which was prepared using the terms and conditions information provided. The authorization for the provider employment is an item on the upcoming Board of Trustees meeting agenda.

Please review the document carefully for content and accuracy. After your review and the opportunity for the Board to offer input, any desired revisions can be incorporated into the final draft version of the document submitted for the provider to review. When the Agreement as drafted or revised, as the case may be, is acceptable to the parties it will be placed in final form for signatures.

If you have questions concerning this matter, please contact me. Thank you.

OKM/lp
Attachment

AGREEMENT
FOR NURSE ANESTHETIST EMPLOYMENT

THIS AGREEMENT, made and entered into effective the _____ day of _____, 2020 (the "Effective Date") by and between:

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

EMPLOYEE: LANDON MOURITSEN, CRNA

RECITALS:

A. Humboldt County Hospital District ("District" or "Employer") operates Humboldt General Hospital ("Hospital"), an acute care medical facility with Critical Access Hospital designation, 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 a need for the services of a qualified nurse anesthetist (herein referred to as the "Practice Specialty") to serve the interests of the District, the District patients and the residents of Humboldt County.

B. Landon Mouritsen, CRNA ("Employee") is a Certified Registered Nurse Anesthetist qualified and licensed to practice in the State of Nevada, with experience and capability in providing Practice Specialty services, and desires to provide to District the services described in this Agreement.

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

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

2. DUTIES. During the term of this Agreement Employee shall:

a. Personally provide to patients admitted to and utilizing the District Facilities a full range of customary Practice Specialty services in accordance with the requirements, duties and responsibilities of a Staff Nurse Anesthetist described in the Humboldt General Hospital Position Description/Performance Evaluation job description as updated and amended from time to time (the "HGH Job Description").

O. KENT MAHER Attorney at Law P.O. Box 130 Winnemucca, Nevada 775.623.5277
kent@winnemuccalaw.com

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

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

d. Meet the standards and requirements of: (i) the District, including core measures defined by CMS and appropriate levels of patient experience perspectives (HCAHPS); (ii) appropriate licensing agencies, including the State of Nevada; and, (iii) any other relevant community standards.

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

3. **HOURS.** Employee shall be available as scheduled at the District Facilities for: (i) a full time practice, defined as fourteen (14), twenty-four (24) hour shifts per four (4) consecutive weeks; and, (ii) additional shifts each four (4) consecutive weeks period subject to Employee availability and advance approval by the Administrator, it being understood the schedule is subject to varying times and irregular hours depending on the demand for the Practice Specialty services. The Employee schedule will be determined by the Administrator based on anticipated patient demand and the needs of the District, with reasonable effort to accommodate Employee’s scheduling preferences; however, the schedule is subject to change based on District needs and/or patient demand.

4. **COMPENSATION.**

a. **Base Compensation.** District shall pay Employee an initial base compensation salary of \$249,600. There may be an adjustment to the base compensation salary depending on the PERS (as herein defined) retirement plan selected by Employee. The Employee is eligible to receive the same cost of living increase and/or merit increase, whether as a fixed amount or as a percentage of compensation, at the same time and in the same manner as granted to other employees of Employer, and when such sum is added to the base compensation salary, the base compensation salary sum plus the added sum shall then be the base compensation salary. The base compensation salary is paid in equal biweekly payments on the District’s regularly scheduled payroll dates during the term.

b. **Additional Compensation.** In addition to any other compensation provided in this Agreement, District shall pay Employee the sum of \$4,000 for each twenty-four (24) hour shift worked by Employee in addition to the fourteen (14), twenty-four (24) hour shifts per four (4) consecutive weeks. The additional compensation is added and paid with the next regular biweekly payment due Employee following the providing of the additional service.

The compensation contemplated by this Agreement is consistent with the fair market value of the Employee services arrived at through an arms length negotiation between the parties. The compensation is not intended to relate to and does not take into account the volume or value of any referrals or business otherwise generated for or with respect to the District or between the

parties for which payment may be made in whole or in part under Medicare or any other federal or state health care program or under any other third party payor program.

For purposes of this Agreement, the Employee shall be an "exempt" employee under applicable federal and state wage and hour laws, not eligible for overtime compensation or benefits pursuant to such laws.

5. BENEFITS / FEES / ALLOWANCES / EXPENSES.

a. Benefits. District shall provide Employee with the following benefits:

(i) Paid Time Off. A total of thirty (30) days (240 hours) paid time off ("PTO") per Agreement year (as herein defined), which is an all purpose time off policy for vacation, sick leave, injury leave, holidays and personal business. The accumulation rate for PTO is .115385 hours per paid hour calculated each biweekly pay period (e.g., 80 paid hours every biweekly pay period times .115385 equals 9.2308 accumulated hours, and 9.2308 accumulated hours per pay period times 26 pay periods per year equals 240 hours per year). When the PTO accrual reaches 240 hours in any Agreement year, the accrual of PTO ceases and does not begin again until the then accrued PTO is used or reimbursement is made to reduce the accrued PTO to less than 240 hours. Payment of PTO shall be based upon an hourly prorating of Employee's base compensation salary 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 240 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; provided, however, Employee shall be entitled to a maximum payment each Agreement year for 120 hours (3 weeks or 15 days) of PTO. Employee is entitled to receive compensation for accrued PTO benefits at the end of the term.

(ii) Health and Other Care Benefits. Medical, dental, vision, prescription drug and life insurance (subject to eligibility) coverage consistent with the health and welfare benefit plan provided other employees of the District.

(iii) Retirement Contribution. 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.

b. CME / Professional Dues / Subscriptions. Employee shall receive five (5) working days with pay each Agreement year (in addition to PTO) for the purpose of attending approved continuing medical education (CME) to maintain Employee's current credentials and professional licensure. District shall pay or reimburse up to \$4,000 per Agreement year for: (i) pre-approved CME registration and course fees, both for on-site and on-line programs, necessary for CME and CME materials; (ii) the costs of the CME associated travel, vehicle, parking, lodging and meals; and, (iii) professional dues and subscriptions from professional organizations, upon Employee providing invoices for, or proof of payment of, such fees, costs and expenses. Employee shall obtain the Hospital Administration advance approval of the schedule for CME requiring travel outside the northern Nevada regional area. Any portion of the CME days or payment allowances remaining unused at the end of an Agreement year shall be forfeited.

c. **License Fees.** The District shall pay up to \$1,000 per Agreement year to Employee for Employee to maintain a valid Nevada license to provide Practice Specialty services within the State of Nevada. The fees may be paid directly by District, or reimbursed to Employee upon providing receipts for payments made by Employee. Any payment allowance remaining unused at the end of an Agreement year shall be forfeited.

d. **Expenses.** District shall reimburse Employee for reasonable and customary pre-approved costs and expenses incurred for commercial carrier travel, airline travel, vehicle rental, mileage for personal vehicle use, parking, lodging, meals, telephone, Internet and other communication services incurred by Employee for providing services to or on behalf of District. The costs and expenses allowed by this section do not include reimbursement for normal travel to and from home to place of employment, personal expenses of 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 prior to incurring such expenses.

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

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

7. **PERSONNEL POLICIES.** Employee shall be subject to and abide by all policies in the District's personnel manual applicable to District employees and employee contractual commitments, including attendance at District orientation, mandatory in-services and passing employee health screening exams. In the event of conflict between the District personnel policies and rules and any other District policies or bylaws, the District personnel policies and rules shall control.

8. **SUPERVISION.** Employee shall report to and be under the direct supervision of the Administrator of the District for all non-clinical and administrative aspects of Employee's employment. Supervision shall include direction, evaluation, performance review, granting of leave, scheduling, termination of employment, and other usual and customary tasks of supervisory and management responsibility. Supervision for clinical or professional aspects of Employee's employment shall be by the Employee's supervising physician or qualified peer medical professional or by the Administrator with the concurrence of Employee's supervising physician or qualified peer medical professional.

9. **DISTRICT DUTIES.**

a. **Facilities.** In addition to the compensation and benefits as provided herein, District shall provide, at District expense, an office space at the District Facilities which shall

include such amenities as are reasonably necessary, in the good faith opinion of the District, for providing Practice Specialty services.

b. Equipment / Supplies / Utilities. District shall provide, at District expense, all professional equipment, supplies and utilities that are, in District's good faith opinion, reasonably necessary for providing Practice Specialty services. Such equipment, supplies and utilities shall remain the sole property of District, and may be removed, replaced or encumbered in the sole discretion of District. District will consult with Employee concerning selection of equipment, supplies and utilities.

c. Ancillary Personnel. District shall recruit, evaluate, employ or otherwise provide or make available at District expense ancillary support personnel reasonably necessary, in District's good faith opinion, for providing Practice Specialty services. District shall, after appropriate opportunity for input from Employee, have the exclusive right to select, schedule, evaluate, discipline, promote or terminate such support personnel and to set their compensation and duties. Employee shall have general medical supervisory responsibility for all Practice Specialty patient care services and ancillary medical personnel while providing such services.

d. Insurance. District, at District expense, maintains professional liability insurance for its employed providers which covers Employee's services in amounts required by the District's professional staff policies, but not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. The insurance is obtained on a claims-made basis, and provides for continuation or "tail coverage" after termination of services hereunder. Employee shall promptly notify District of any claim or threatened claim based on services rendered by Employee, under Employee's supervision, or at the District Facilities and shall cooperate fully with District and its insurers in investigation, defense, and other disposition of such claims, including not making any voluntary statements or commitments which could prejudice defense of same. If Employee ceases to be covered by District's professional liability insurance, then Employee shall obtain and maintain the required professional liability insurance coverage at Employee expense.

10. BILLING / RECORDS.

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

b. Medical Records. Employee shall create and maintain accurate, complete, readable and timely records of all patient services rendered. The records shall be in a format approved by the District and shall be and remain the property of the District. Patient records shall not be removed from the District custody without District's written consent. For purposes of this

Agreement, "timely" means within two (2) business days after services are rendered, for written diagnosis notes, indication of procedures performed notes, indication of level of care notes, outpatient notes, progress notes and completion of summaries upon discharge.

c. Non-Medical Records. Employee shall keep current, readable and accurate records reflecting the amount of time devoted by Employee to providing Practice Specialty services.

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

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

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

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

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

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

(ii) Audit / Notice. If Employee is asked to disclose any Books relevant to this

Agreement for any audit or investigation, Employee shall immediately notify the District of the nature and scope of such request.

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

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

11. EMPLOYEE WARRANTIES. Employee represents and warrants as of the commencement of the term and during the term that:

a. Employee is duly licensed and in good standing, without restriction, as a nurse anesthetist in the State of Nevada.

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

c. Employee will maintain the Nevada license to engage in Practice Specialty services, and the Medicare and Medicaid practice eligibility in good standing, without restriction or challenge.

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

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

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

g. Employee is familiar with and shall be subject to, comply with, and abide by all bylaws, policies, procedures, rules, regulations, guidelines, protocols, and requirements of the District applicable to Practice Specialty providers, as amended from time to time.

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

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

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

k. Employee will perform all Practice Speciality responsibilities without default or without instigating, initiating or perpetuating interpersonal conflict with other providers or staff.

l. Employee will maintain eligibility and insureability for professional liability insurance through the District's carrier.

m. Employee will notify District in writing within five (5) business days of receipt of notice of any investigation by or of Employee which could result in: (i) loss, restriction or suspension of Employee's license to provide Practice Specialty services in the State of Nevada; (ii) exclusion from participation in Medicare, Medicaid, or under any third party payer or managed care company; (iii) loss of Employee' insureability for professional liability insurance or, (iv) any action that is threatened, initiated or taken against Employee by any other health care facility provider or organization.

12. NON-DISCRIMINATION. Employee shall uphold and abide by all laws pertaining to equal access and employment opportunities. These laws include: 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, Section 501 & 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991 and 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 AIDS and related conditions)..

13. ADDITIONAL INSTRUMENTS. Employee shall, from time to time and as often as

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

14. EVALUATION OF SERVICES. The District continually evaluates all services provided and may initiate changes to services provided based upon the health care environment and external pressures to remain competitive. Employee and District agree to participate in open dialog and negotiations regarding Employee or District developments that may affect the manner in which services are provided and/or the services that Employee or District may choose to provide. The development of new programs of patient care by Employee shall be discussed with the appropriate medical advisors and approved by District before being instituted.

15. INFORMATION TO DISTRICT. Employee shall use reasonable efforts to assure that District is informed at all times 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 the District or the District Facilities and copies of such materials will be provided to the District upon request.

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

17. INDEPENDENT JUDGEMENT. Nothing contained in this Agreement or in any other agreement between the District and Employee shall be interpreted to prescribe Employee's method or manner of providing patient care, or to influence the exercise of independent judgement in the providing of patient care. Employee shall have complete control over the care of patients and District shall not exercise any direct supervision or control over the individual care of any patient; however, Employee's care of patients must be consistent with any rules and regulations promulgated by District dealing with the general treatment of patients.

18. TERMINATION. This Agreement and the employment of Employee may be terminated as follows:

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

(i) **License.** Denial, termination, restriction, or suspension of Employee's license to engage in Practice Specialty services in the State of Nevada, or Employee's right of participation in Medicare, Medicaid, or any provider panel designated pursuant to this Agreement.

(ii) **Professional Liability Insurance.** Termination of the professional liability insurance covering Employee's services pursuant to this Agreement for reasons based upon Employee's conduct.

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

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

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

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

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

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

d. Without Cause. Either District or Employee may, by written notice to the other party, terminate this Agreement without cause ninety (90) days after the giving of such written notice.

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

At the effective date of termination, all rights, duties and obligations of District and Employee under this Agreement shall terminate except: (i) District shall compensate Employee for services performed by the Employee for which compensation is due but has not been received; and, (ii) the confidentiality, the access to records, and the retention of files sections of this Agreement shall continue to bind the parties.

Upon termination of this Agreement or upon resolution of any other dispute hereunder, there shall be no right of review or appeal under professional staff policies, fair hearing plan or personnel manual. Termination of this Agreement by the District for cause shall automatically terminate Employee's professional staff and clinical privileges at the District, without hearing or review.

19. RELEASE. Upon any termination of Employee's employment under this Agreement and upon receipt by Employee of all compensation for services performed, the Employee shall

be deemed to have voluntarily released and discharged the District, the Board of Trustees of the District, the Hospital and their officers, directors, employees, agents and successors and assigns, individually and collectively, and in their official capacity, from any and all liability arising out of this Agreement or from Employee providing services under this Agreement.

20. 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, the parties have hereunto caused this Agreement to be executed effective as of the day and year first above written.

DISTRICT:

EMPLOYEE:

JoAnn Casalez, Chairman Humboldt County
Hospital District Board of Trustees

Landon Mouritsen, CRNA

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EXHIBIT "A"
TO
AGREEMENT FOR NURSE ANESTHETIST EMPLOYMENT
GENERAL PROVISIONS

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

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

C. ASSIGNMENT. This Agreement relates to the performance of services by 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 for the District under this Agreement, there shall be compliance by Employee with all applicable laws, regulations and rules, and applicable District policies, procedures and bylaws, as enacted and amended from time to time, including policies relative to illegal harassment, and drug and alcohol free workplace.

G. CONSTRUCTION. Whenever the construction of this Agreement requires, singular terms shall be deemed plural, and plural the singular; and, masculine shall be deemed to be feminine or neuter, and feminine the masculine or neuter. The language of all parts of this Agreement shall in all circumstances be construed as a whole, according to its fair meaning, and not strictly for or against any party. The doctrine or rule of construction against the drafting party shall not apply, nor shall any such presumption apply, to the interpretation and/or enforcement of this Agreement or any documents attached to this Agreement.

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

I. DEFINITIONS/TERMS. The capitalized terms used in this Agreement with reference to HIPAA or any other federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation. As used in this Agreement, the term: (i) "Employee" shall include, when the context requires inclusion, all Employee associates, subcontractors and agents of Employee used to provide services or carry out Employee services under this Agreement; and, (ii) "Administrator" refers to the District/Hospital chief executive officer or chief operating officer and, when the context requires, shall include the designee or appointee of the Administrator. References to "days" refer to calendar days, unless stated otherwise, and reference to a "business day" refers to a day that is not a Saturday, Sunday, legal holiday or a day observed as a legal holiday for Nevada state governmental offices under the Nevada Revised Statutes.

J. DISPUTE RESOLUTION. Any controversy, claim or dispute relating to this Agreement or Employee's employment concerning a non medical issue shall be the subject of informal discussions between Employee and the Hospital Physician Services Director. If no agreement can be reached between Employee and Physician Services Director, the decision of the Physician Services Director may be referred to the Administrator for a decision. Any questions or disagreements concerning standards of professional practice or the medical aspects of the services furnished by Employee shall be referred to a peer or peer

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group (up to three (3) persons) of qualified medical professionals selected by the Employee and the Administrator, which peer or peer group will recommend a resolution of the matter to the Administrator. If Employee is dissatisfied in either case with the decision of the Administrator, then upon the written request of Employee submitted to the Administrator on or before the expiration of five (5) working days after the decision is rendered, the dispute will be submitted to a committee (less than a quorum) appointed by the Board Chairman of the District's Board of Trustees for resolution. The decision of the District's Board of Trustees is final.

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

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

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

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

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

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

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

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

If, in the opinion of counsel for the District, changes in federal or state statutes or regulations, or court interpretations of statutes or regulations applicable to District, render this Agreement or any of its provisions illegal, or significantly impair or restrict District's entitlement to reimbursement for services rendered by Employee, the parties shall negotiate in good faith to eliminate the illegality or adverse reimbursement effects occasioned by such changes while maintaining the intended effect of this Agreement as nearly as possible. If the parties are unable to reach agreement or if, in the opinion of counsel for the District, it is not possible to eliminate the illegality or adverse reimbursement effects through mutual agreement, District may terminate this Agreement on fifteen (15) days written notice to Employee. In the event of termination under this section, the parties shall be relieved of all obligations each to the other pursuant to this Agreement from the date of termination, except as provided in section 17 herein.

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

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

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

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

W. VENUE. In the event litigation is used to enforce or interpret the provisions of this Agreement such litigation is to be brought in the jurisdiction of the state of Nevada, District Court in Humboldt County, Nevada and, notwithstanding that 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.

3. Employment Agreement with Tom Mouritsen, CRNA

Mr. Tom Mouritsen graduated this past December from the Excelsior Health School of Anesthesia at Saint Vincent College, Latrobe, PA. Mr. Mouritsen has been a nurse since 2009, having practiced in Weiser and Meridian, Idaho. HGH and Mr. Mouritsen have agreed to a February start date. Employment of this third CRNA at HGH will significantly reduce, if not completely eliminate the need for hiring locum anesthesia services. Additionally, the third CRNA allows for the utilization of two OR rooms simultaneously. Please see CV and proposed terms of agreement in packet

Thomas Mouritsen

PO Box #82, Whitney, PA 15693

Phone: (208) 871-8272

Email: jalls505@hotmail.com

Educational Experience

Master of Health Science Degree in Nurse Anesthesia	Saint Vincent College	Aug 2017-present
Bachelor of Science in Nursing	Western Governors University, UT	May 2016
Associate of Science in Nursing	Treasure Valley Community College, OR	June 2009

Professional Experience

Student Nurse Anesthetist

Graduation: December 2019

Excelsa Health School of Anesthesia at Saint Vincent College, Latrobe, PA.

- Receiving experience in a variety of settings including small community facilities to large trauma hospitals.
- Simulation Workshops:
 - Difficult Airway
 - Epidural/Spinal Anesthesia
 - Central Venous Catheter Insertion
 - Regional Anesthesia/Peripheral Nerve Block
 - Ultrasound Guidance Workshop

Registered Nurse

July 2014-July 2017

St. Luke's Regional Medical Center, Meridian, ID.

- Registered Nurse in the Anesthesia Recovery Unit.
- Cross-trained and worked in Preop/Medical/ Surgical ICUs.
- Experience in charge nursing and extensive preceptor roles.
- Perform audits for performance improvement and take part in teaching with skills lab and staff competencies.

Registered Nurse

January 2012-July 2014

St. Luke's Regional Medical Center, Meridian, ID.

- Registered Nurse in the Intensive Care Unit.
- Floated to Medical and Surgical ICUs at alternate campus and Telemetry on campus.
- Head of Employee satisfaction and patient relationships within ICU department.
- Worked with infection prevention as committee chair over GI infections within the department.

Registered Nurse

January 2011-January 2012

St. Luke's Regional Medical Center, Meridian, ID.

- Registered Nurse Telemetry.
- Floated/Supported Med/Surg Departments.
- Training/Preceptorship of new staff.

Licensed Practical Nurse/Registered Nurse

June 2008-December 2012

Weiser Memorial Hospital, Weiser, ID.

- LPN June 2008-2009
- RN June 2009-2012
- Charge nurse and preceptor roles.
- Covered ER, OB, Med/Surg. Departments.

Missionary Service

September 2002- September 2004

The Church of Jesus Christ of Latter-Day Saints, Southern California.

- Participated in numerous roles contributing to developing communication, leadership, and people skills.
- Provided extensive humanitarian service.

Certifications and Professional Societies

	Expiration Date
Pennsylvania State Board of Nursing # RN 700734	Oct 2020
Idaho State Board of Nursing #RN 39683	Aug 2021
Advanced Cardiac Life Support (ACLS)	Oct 2021
Pediatric Advanced Life Support (PALS)	Oct 2021
Neonatal Resuscitation Program (NRP)	Oct 2020
Basic Life Support (BLS)	Oct 2021
American Association of Nurse Anesthetists (AANA)	Dec 2019

References

Michael A. DeBroeck CRNA, MHS, DNP
Anesthesia Program Director
Excela Health School of Anesthesia
mdebroeck@exelahealth.org
724-804-1132

Susan M. Tranchine, CRNA, PhD
Assistant Director
Exela Health School of Anesthesia
stranchine@exelahealth.org
724-537-1128

Danielle Gray CRNA, DNAP
Professor
Excela Health School of Anesthesia
dgray2@exelahealth.org
724-804-1131

O. KENT MAHER
ATTORNEY AT LAW
33 WEST FOURTH STREET
P.O. BOX 130
WINNEMUCCA, NEVADA 89446

TEL: (775) 623 5277 FAX: (775) 623 2468
EMAIL: KENT@WINNEMUCCALAW.COM

MEMORANDUM

TO: Interim Administrator-CEO

FROM: Hospital District Legal Counsel *OKM*

DATE: January 22, 2020

RE: Tom Mouritsen / nurse anesthetist employment agreement

Attached (in pdf. format to the email) is a draft version of the proposed *Agreement for Nurse Anesthetist Employment* with Tom Mouritsen, CRNA, which was prepared using the terms and conditions information provided. The authorization for the provider employment is an item on the upcoming Board of Trustees meeting agenda.

Please review the document carefully for content and accuracy. After your review and the opportunity for the Board to offer input, any desired revisions can be incorporated into the final draft version of the document submitted for the provider to review. When the Agreement as drafted or revised, as the case may be, is acceptable to the parties it will be placed in final form for signatures.

If you have questions concerning this matter, please contact me. Thank you.

OKM/lp
Attachment

AGREEMENT
FOR NURSE ANESTHETIST EMPLOYMENT

THIS AGREEMENT, made and entered into effective the 10th day of February, 2020 (the "Effective Date") by and between:

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

EMPLOYEE: TOM MOURITSEN, CRNA

RECITALS:

A. Humboldt County Hospital District ("District" or "Employer") operates Humboldt General Hospital ("Hospital"), an acute care medical facility with Critical Access Hospital designation, 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 a need for the services of a qualified nurse anesthetist (herein referred to as the "Practice Specialty") to serve the interests of the District, the District patients and the residents of Humboldt County.

B. Tom Mouritsen, CRNA ("Employee") is a Certified Registered Nurse Anesthetist qualified and licensed to practice in the State of Nevada, with experience and capability in providing Practice Specialty services, and desires to provide to District the services described in this Agreement.

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

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

2. DUTIES. During the term of this Agreement Employee shall:

a. Personally provide to patients admitted to and utilizing the District Facilities a full range of customary Practice Specialty services in accordance with the requirements, duties and responsibilities of a Staff Nurse Anesthetist described in the Humboldt General Hospital Position Description/Performance Evaluation job description as updated and amended from time to time (the "HGH Job Description").

O. KENT MAHER Attorney at Law P.O. Box 130 Winnemucca, Nevada 775.623.5277
kent@winnemuccalaw.com

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

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

d. Meet the standards and requirements of: (i) the District, including core measures defined by CMS and appropriate levels of patient experience perspectives (HCAHPS); (ii) appropriate licensing agencies, including the State of Nevada; and, (iii) any other relevant community standards.

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

3. **HOURS.** Employee shall be available as scheduled at the District Facilities for: (i) a full time practice, defined as fourteen (14), twenty-four (24) hour shifts per four (4) consecutive weeks; and, (ii) additional shifts each four (4) consecutive weeks period subject to Employee availability and advance approval by the Administrator, it being understood the schedule is subject to varying times and irregular hours depending on the demand for the Practice Specialty services. The Employee schedule will be determined by the Administrator based on anticipated patient demand and the needs of the District, with reasonable effort to accommodate Employee’s scheduling preferences; however, the schedule is subject to change based on District needs and/or patient demand.

4. **COMPENSATION.**

a. **Base Compensation.** District shall pay Employee an initial base compensation salary of \$234,600. There may be an adjustment to the base compensation salary depending on the PERS (as herein defined) retirement plan selected by Employee. The Employee is eligible to receive the same cost of living increase and/or merit increase, whether as a fixed amount or as a percentage of compensation, at the same time and in the same manner as granted to other employees of Employer, and when such sum is added to the base compensation salary, the base compensation salary sum plus the added sum shall then be the base compensation salary. The base compensation salary is paid in equal biweekly payments on the District’s regularly scheduled payroll dates during the term.

b. **Additional Compensation.** In addition to any other compensation provided in this Agreement, District shall pay Employee the sum of \$4,000 for each twenty-four (24) hour shift worked by Employee in addition to the fourteen (14), twenty-four (24) hour shifts per four (4) consecutive weeks. The additional compensation is added and paid with the next regular biweekly payment due Employee following the providing of the additional service.

The compensation contemplated by this Agreement is consistent with the fair market value of the Employee services arrived at through an arms length negotiation between the parties. The compensation is not intended to relate to and does not take into account the volume or value of any referrals or business otherwise generated for or with respect to the District or between the

parties for which payment may be made in whole or in part under Medicare or any other federal or state health care program or under any other third party payor program.

For purposes of this Agreement, the Employee shall be an "exempt" employee under applicable federal and state wage and hour laws, not eligible for overtime compensation or benefits pursuant to such laws.

5. BENEFITS / FEES / ALLOWANCES / EXPENSES.

a. Benefits. District shall provide Employee with the following benefits:

(i) Paid Time Off. A total of thirty (30) days (240 hours) paid time off ("PTO") per Agreement year (as herein defined), which is an all purpose time off policy for vacation, sick leave, injury leave, holidays and personal business. The accumulation rate for PTO is .115385 hours per paid hour calculated each biweekly pay period (e.g., 80 paid hours every biweekly pay period times .115385 equals 9.2308 accumulated hours, and 9.2308 accumulated hours per pay period times 26 pay periods per year equals 240 hours per year). When the PTO accrual reaches 240 hours in any Agreement year, the accrual of PTO ceases and does not begin again until the then accrued PTO is used or reimbursement is made to reduce the accrued PTO to less than 240 hours. Payment of PTO shall be based upon an hourly prorating of Employee's base compensation salary 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 240 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; provided, however, Employee shall be entitled to a maximum payment each Agreement year for 120 hours (3 weeks or 15 days) of PTO. Employee is entitled to receive compensation for accrued PTO benefits at the end of the term.

(ii) Health and Other Care Benefits. Medical, dental, vision, prescription drug and life insurance (subject to eligibility) coverage consistent with the health and welfare benefit plan provided other employees of the District.

(iii) Retirement Contribution. 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.

b. CME / Professional Dues / Subscriptions. Employee shall receive five (5) working days with pay each Agreement year (in addition to PTO) for the purpose of attending approved continuing medical education (CME) to maintain Employee's current credentials and professional licensure. District shall pay or reimburse up to \$4,000 per Agreement year for: (i) pre-approved CME registration and course fees, both for on-site and on-line programs, necessary for CME and CME materials; (ii) the costs of the CME associated travel, vehicle, parking, lodging and meals; and, (iii) professional dues and subscriptions from professional organizations, upon Employee providing invoices for, or proof of payment of, such fees, costs and expenses. Employee shall obtain the Hospital Administration advance approval of the schedule for CME requiring travel outside the northern Nevada regional area. Any portion of the CME days or payment allowances remaining unused at the end of an Agreement year shall be forfeited.

c. **License Fees.** The District shall pay up to \$1,000 per Agreement year to Employee for Employee to maintain a valid Nevada license to provide Practice Specialty services within the State of Nevada. The fees may be paid directly by District, or reimbursed to Employee upon providing receipts for payments made by Employee. Any payment allowance remaining unused at the end of an Agreement year shall be forfeited.

d. **Expenses.** District shall reimburse Employee for reasonable and customary pre-approved costs and expenses incurred for commercial carrier travel, airline travel, vehicle rental, mileage for personal vehicle use, parking, lodging, meals, telephone, Internet and other communication services incurred by Employee for providing services to or on behalf of District. The costs and expenses allowed by this section do not include reimbursement for normal travel to and from home to place of employment, personal expenses of 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 prior to incurring such expenses.

e. **Housing Assistance.** District shall provide housing assistance for Employee, as determined by the Administrator (i.e., contracted rental unit or District owned housing), for a period of up to three (3) calendar months at a cost not to exceed the sum of \$1,200 per month.

f. **Rural Practice Incentive.** District shall, upon commencement of the term, pay a one-time payment of \$20,000 to Employee as an incentive to practice and continue practicing in a rural community. If Employee terminates employment prior to the end of the term, the rural practice incentive payment shall be repaid to District on a pro rata basis.

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

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

7. **PERSONNEL POLICIES.** Employee shall be subject to and abide by all policies in the District's personnel manual applicable to District employees and employee contractual commitments, including attendance at District orientation, mandatory in-services and passing employee health screening exams. In the event of conflict between the District personnel policies and rules and any other District policies or bylaws, the District personnel policies and rules shall control.

8. **SUPERVISION.** Employee shall report to and be under the direct supervision of the Administrator of the District for all non-clinical and administrative aspects of Employee's employment. Supervision shall include direction, evaluation, performance review, granting of leave, scheduling, termination of employment, and other usual and customary tasks of

supervisory and management responsibility. Supervision for clinical or professional aspects of Employee's employment shall be by the Employee's supervising physician or qualified peer medical professional or by the Administrator with the concurrence of Employee's supervising physician or qualified peer medical professional.

9. DISTRICT DUTIES.

a. Facilities. In addition to the compensation and benefits as provided herein, District shall provide, at District expense, an office space at the District Facilities which shall include such amenities as are reasonably necessary, in the good faith opinion of the District, for providing Practice Specialty services.

b. Equipment / Supplies / Utilities. District shall provide, at District expense, all professional equipment, supplies and utilities that are, in District's good faith opinion, reasonably necessary for providing Practice Specialty services. Such equipment, supplies and utilities shall remain the sole property of District, and may be removed, replaced or encumbered in the sole discretion of District. District will consult with Employee concerning selection of equipment, supplies and utilities.

c. Ancillary Personnel. District shall recruit, evaluate, employ or otherwise provide or make available at District expense ancillary support personnel reasonably necessary, in District's good faith opinion, for providing Practice Specialty services. District shall, after appropriate opportunity for input from Employee, have the exclusive right to select, schedule, evaluate, discipline, promote or terminate such support personnel and to set their compensation and duties. Employee shall have general medical supervisory responsibility for all Practice Specialty patient care services and ancillary medical personnel while providing such services.

d. Insurance. District, at District expense, maintains professional liability insurance for its employed providers which covers Employee's services in amounts required by the District's professional staff policies, but not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. The insurance is obtained on a claims-made basis, and provides for continuation or "tail coverage" after termination of services hereunder. Employee shall promptly notify District of any claim or threatened claim based on services rendered by Employee, under Employee's supervision, or at the District Facilities and shall cooperate fully with District and its insurers in investigation, defense, and other disposition of such claims, including not making any voluntary statements or commitments which could prejudice defense of same. If Employee ceases to be covered by District's professional liability insurance, then Employee shall obtain and maintain the required professional liability insurance coverage at Employee expense.

10. BILLING / RECORDS.

a. Billing / Assignment. Employee assigns to District all of Employee's right, title and interest to payment from or on behalf of patients or other recipients of professional services rendered by Employee or under Employee's supervision during the term of this Agreement. Employee shall promptly execute such further documents as may be necessary or helpful to give effect to this assignment. District shall determine the fee schedule for Employee's services. Employee shall not waive or compromise any obligation, payment, deductible or copayment for any service rendered pursuant to this Agreement and shall promptly and accurately complete and

sign all billing reports, diagnoses, certifications, and attestations necessary for the District to bill and collect for professional services rendered by Employee or under Employee's supervision pursuant to this Agreement. District shall retain all amounts received or collected for Employee's services as District property. Employee shall not seek to bill or collect from any third party payor or any patient in violation of this Agreement.

b. Medical Records. Employee shall create and maintain accurate, complete, readable and timely records of all patient services rendered. The records shall be in a format approved by the District and shall be and remain the property of the District. Patient records shall not be removed from the District custody without District's written consent. For purposes of this Agreement, "timely" means within two (2) business days after services are rendered, for written diagnosis notes, indication of procedures performed notes, indication of level of care notes, outpatient notes, progress notes and completion of summaries upon discharge.

c. Non-Medical Records. Employee shall keep current, readable and accurate records reflecting the amount of time devoted by Employee to providing Practice Specialty services.

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

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

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

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

e. Books / Records Availability / Retention. In accordance with Section 1861(v)(l)(1) of the Social Security Act, and the implementing regulations, Employee shall make available upon written request from the Secretary of the Health and Human Services, the Comptroller General, the District, or agents of any of them, this Agreement and the books, documents and records of Employee necessary to certify the nature and extent of the costs related to the Employee for performance of this Agreement. Such books, documents and records

shall be preserved for six (6) years after the furnishing of services by Employee pursuant to this Agreement, unless a longer retention period is required by applicable law or regulation.

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

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

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

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

11. EMPLOYEE WARRANTIES. Employee represents and warrants as of the commencement of the term and during the term that:

a. Employee is duly licensed and in good standing, without restriction, as a nurse anesthetist in the State of Nevada.

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

c. Employee will maintain the Nevada license to engage in Practice Specialty services, and the Medicare and Medicaid practice eligibility in good standing, without restriction or challenge.

d. Employee will on request by District and at District's expense, if any, apply for and promptly take all steps necessary to qualify for, obtain and maintain throughout the term of this Agreement a right of participation in any provider panel, e.g., IPA, PPO panel, HMO panel, or

third-party insurance program, or contractual agreements with which District elects to participate.

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

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

g. Employee is familiar with and shall be subject to, comply with, and abide by all bylaws, policies, procedures, rules, regulations, guidelines, protocols, and requirements of the District applicable to Practice Specialty providers, as amended from time to time.

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

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

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

k. Employee will perform all Practice Speciality responsibilities without default or without instigating, initiating or perpetuating interpersonal conflict with other providers or staff.

l. Employee will maintain eligibility and insureability for professional liability insurance through the District's carrier.

m. Employee will notify District in writing within five (5) business days of receipt of notice of any investigation by or of Employee which could result in: (i) loss, restriction or suspension of Employee's license to provide Practice Specialty services in the State of Nevada; (ii) exclusion from participation in Medicare, Medicaid, or under any third party payer or managed care company; (iii) loss of Employee' insureability for professional liability insurance or, (iv) any action that is threatened, initiated or taken against Employee by any other health care facility provider or organization.

12. NON-DISCRIMINATION. Employee shall uphold and abide by all laws pertaining to equal access and employment opportunities. These laws include: 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, Section

501 & 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991 and 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 AIDS and related conditions)..

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

14. EVALUATION OF SERVICES. The District continually evaluates all services provided and may initiate changes to services provided based upon the health care environment and external pressures to remain competitive. Employee and District agree to participate in open dialog and negotiations regarding Employee or District developments that may affect the manner in which services are provided and/or the services that Employee or District may choose to provide. The development of new programs of patient care by Employee shall be discussed with the appropriate medical advisors and approved by District before being instituted.

15. INFORMATION TO DISTRICT. Employee shall use reasonable efforts to assure that District is informed at all times 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 the District or the District Facilities and copies of such materials will be provided to the District upon request.

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

17. INDEPENDENT JUDGEMENT. Nothing contained in this Agreement or in any other agreement between the District and Employee shall be interpreted to prescribe Employee's method or manner of providing patient care, or to influence the exercise of independent judgement in the providing of patient care. Employee shall have complete control over the care of patients and District shall not exercise any direct supervision or control over the individual care of any patient; however, Employee's care of patients must be consistent with any rules and regulations promulgated by District dealing with the general treatment of patients.

18. TERMINATION. This Agreement and the employment of Employee may be terminated as follows:

a. Upon Occurrence of Certain Events. The District may unilaterally terminate this Agreement before its expiration, effective immediately unless otherwise provided, on the

occurrence of any of the following events:

(i) **License.** Denial, termination, restriction, or suspension of Employee's license to engage in Practice Specialty services in the State of Nevada, or Employee's right of participation in Medicare, Medicaid, or any provider panel designated pursuant to this Agreement.

(ii) **Professional Liability Insurance.** Termination of the professional liability insurance covering Employee's services pursuant to this Agreement for reasons based upon Employee's conduct.

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

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

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

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

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

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

d. **Without Cause.** Either District or Employee may, by written notice to the other party, terminate this Agreement without cause ninety (90) days after the giving of such written notice.

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

At the effective date of termination, all rights, duties and obligations of District and Employee under this Agreement shall terminate except: (i) District shall compensate Employee for services performed by the Employee for which compensation is due but has not been received; and, (ii)

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the confidentiality, the access to records, and the retention of files sections of this Agreement shall continue to bind the parties.

Upon termination of this Agreement or upon resolution of any other dispute hereunder, there shall be no right of review or appeal under professional staff policies, fair hearing plan or personnel manual. Termination of this Agreement by the District for cause shall automatically terminate Employee's professional staff and clinical privileges at the District, without hearing or review.

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

20. 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, the parties have hereunto caused this Agreement to be executed effective as of the day and year first above written.

DISTRICT:

EMPLOYEE:

JoAnn Casalez, Chairman Humboldt County
Hospital District Board of Trustees

Tom Mouritsen, CRNA

EXHIBIT "A"
TO
AGREEMENT FOR NURSE ANESTHETIST EMPLOYMENT
GENERAL PROVISIONS

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

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

C. ASSIGNMENT. This Agreement relates to the performance of services by 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 for the District under this Agreement, there shall be compliance by Employee with all applicable laws, regulations and rules, and applicable District policies, procedures and bylaws, as enacted and amended from time to time, including policies relative to illegal harassment, and drug and alcohol free workplace.

G. CONSTRUCTION. Whenever the construction of this Agreement requires, singular terms shall be deemed plural, and plural the singular; and, masculine shall be deemed to be feminine or neuter, and feminine the masculine or neuter. The language of all parts of this Agreement shall in all circumstances be construed as a whole, according to its fair meaning, and not strictly for or against any party. The doctrine or rule of construction against the drafting party shall not apply, nor shall any such presumption apply, to the interpretation and/or enforcement of this Agreement or any documents attached to this Agreement.

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

I. DEFINITIONS/TERMS. The capitalized terms used in this Agreement with reference to HIPAA or any other federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation. As used in this Agreement, the term: (i) "Employee" shall include, when the context requires inclusion, all Employee associates, subcontractors and agents of Employee used to provide services or carry out Employee services under this Agreement; and, (ii) "Administrator" refers to the District/Hospital chief executive officer or chief operating officer and, when the context requires, shall include the designee or appointee of the Administrator. References to "days" refer to calendar days, unless stated otherwise, and reference to a "business day" refers to a day that is not a Saturday, Sunday, legal holiday or a day observed as a legal holiday for Nevada state governmental offices under the Nevada Revised Statutes.

J. DISPUTE RESOLUTION. Any controversy, claim or dispute relating to this Agreement or Employee's employment concerning a non medical issue shall be the subject of informal discussions between Employee and the Hospital Physician Services Director. If no agreement can be reached between Employee and Physician Services Director, the decision of the Physician Services Director may be referred to the Administrator for a decision. Any questions or disagreements concerning standards of professional practice or the medical aspects of the services furnished by Employee shall be referred to a peer or peer

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group (up to three (3) persons) of qualified medical professionals selected by the Employee and the Administrator, which peer or peer group will recommend a resolution of the matter to the Administrator. If Employee is dissatisfied in either case with the decision of the Administrator, then upon the written request of Employee submitted to the Administrator on or before the expiration of five (5) working days after the decision is rendered, the dispute will be submitted to a committee (less than a quorum) appointed by the Board Chairman of the District's Board of Trustees for resolution. The decision of the District's Board of Trustees is final.

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

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

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

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

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

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

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

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

If, in the opinion of counsel for the District, changes in federal or state statutes or regulations, or court interpretations of statutes or regulations applicable to District, render this Agreement or any of its provisions illegal, or significantly impair or restrict District's entitlement to reimbursement for services rendered by Employee, the parties shall negotiate in good faith to eliminate the illegality or adverse reimbursement effects occasioned by such changes while maintaining the intended effect of this Agreement as nearly as possible. If the parties are unable to reach agreement or if, in the opinion of counsel for the District, it is not possible to eliminate the illegality or adverse reimbursement effects through mutual agreement, District may terminate this Agreement on fifteen (15) days written notice to Employee. In the event of termination under this section, the parties shall be relieved of all obligations each to the other pursuant to this Agreement from the date of termination, except as provided in section 17 herein.

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

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

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

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

W. VENUE. In the event litigation is used to enforce or interpret the provisions of this Agreement such litigation is to be brought in the jurisdiction of the state of Nevada, District Court in Humboldt County, Nevada and, notwithstanding that 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.

Items 4 and 5:

Infection Control and Antibiotic Stewardship

The Centers for Medicare and Medicaid Services (CMS) sets forth rules and regulations that hospitals must meet in order to participate in its Medicare and Medicaid programs. On September 30, 2019 CMS published as a "Final Rule" its "Medicare and Medicaid Programs; Hospital and Critical Access Hospital (CAH) Changes to Promote Innovation, Flexibility, and Improvement in Patient Care." All hospitals and CAH's that participate in Medicare and/or Medicaid are required to adopt new rules that include provisions for Infection Prevention and Control and Antibiotic Stewardship Programs. The rules were developed to improve outcomes and quality of care, improve antibiotic use at reduced costs and decrease hospital acquired infections (HAI). Hospitals have had infection control programs for decades. The updated regulations add a focus on infection prevention, in addition to "infection control." The antibiotic stewardship program is a new mandate. These rules are effective March 30, 2020.

485.640 Condition of Participation (CoP) Infection Prevention and Control and Antibiotic Stewardship Programs.

The CAH must have a facility wide program to prevent and control hospital acquired infections (HAI) and other infectious diseases, to do surveillance, follow nationally recognized standards and follow best practices for improving antibiotic use.

The infection preventionist or IP must be qualified through education, training, experience, or certification in infection prevention and control and must be appointed by the governing body based on the recommendations of medical staff and nursing leadership. The IP is responsible for developing policies and procedures to control infections within the CAH and between the CAH and other healthcare settings, to address any issues identified by public health and to maintain a clean and sanitary environment. The IP must communicate and collaborate with the infection control committee and the Quality Assessment Performance Improvement (QAPI) program in all infection control issues.

The medical staff and nursing leadership recommend the governing body appoint Janet Sturtz, RN, BSN, as the Infection Preventionist for HGH. Janet has been a registered nurse for 30 years and has been employed at HGH since 2016, previously as Surgical Services Manager. She is certified in infection prevention (CIC) by the Association for Professionals in Infection Control and Epidemiology, was the infection preventionist for an ambulatory surgery center for 11 years, and has participated in 4 successful Accreditation Association for Ambulatory Healthcare surveys.

The CAH must also have a facility-wide antibiotic stewardship program. The program must demonstrate coordination among all parties responsible for antibiotic use and resistance, document the evidence-based use of antibiotics in all departments and document any improvements in proper antibiotic use. The program must adhere to nationally recognized guidelines and best practices. It requires the development of a stewardship committee, reporting on antibiotic use and resistance and educating clinicians about resistance and optimal prescribing.

The leader of the antibiotic stewardship program must be qualified through education, training, or experience in infectious diseases and/or antibiotic stewardship and must be appointed by the governing body based on the recommendation of medical staff and pharmacy leadership.

The medical staff and pharmacy leadership recommend the governing body appoint Cody Bright, PharmD, as the chairman of the antibiotic stewardship program for HGH. Cody has been a pharmacist for nine years and employed at HGH since May, 2019. Cody is Board Certified in Infection Disease by the

Board of Pharmacy Specialties (CIDP). He is also certified in Antimicrobial stewardship by the Society of Infectious Disease Pharmacists.

By regulation, it is the responsibility of the governing body to ensure 1) systems are in place and operational for the tracking of all infection surveillance, prevention and control, and antibiotic use activities and 2) all HAI and other infectious diseases identified by the infection prevention and control program as well as antibiotic use issues identified by the antibiotic stewardship program are addressed with QAPI leadership.

§485.640 Condition of participation: Infection prevention and control and antibiotic stewardship programs.

The CAH must have active facility-wide programs, for the surveillance, prevention, and control of HAIs and other infectious diseases and for the optimization of antibiotic use through stewardship. The programs must demonstrate adherence to nationally recognized infection prevention and control guidelines, as well as to best practices for improving antibiotic use where applicable, and for reducing the development and transmission of HAIs and antibiotic-resistant organisms. Infection prevention and control problems and antibiotic use issues identified in the programs must be addressed in coordination with the facility-wide quality assessment and performance improvement (QAPI) program.

(a) Standard: Infection prevention and control program organization and policies. The CAH must demonstrate that:

(1) An individual (or individuals), who is qualified through education, training, experience, or certification in infection prevention and control, **is appointed by the governing body**, or responsible individual, as the infection preventionist(s)/infection control professional(s) responsible for the infection prevention and control program and that the appointment is based on the recommendations of medical staff leadership and nursing leadership;

(2) The infection prevention and control program, as documented in its policies and procedures, employs methods for preventing and controlling the transmission of infections within the CAH and between the CAH and other healthcare settings;

(3) The infection prevention and control includes surveillance, prevention, and control of HAIs, including maintaining a clean and sanitary environment to avoid sources and transmission of infection, and that the program also addresses any infection control issues identified by public health authorities; and

(4) The infection prevention and control program reflects the scope and complexity of the CAH services provided.

(b) Standard: Antibiotic stewardship program organization and policies. The CAH must demonstrate that:

(1) An individual (or individuals), who is qualified through education, training, or experience in infectious diseases and/or antibiotic stewardship, **is appointed by the governing body**, or responsible individual, as the leader(s) of the antibiotic stewardship program and that the appointment is based on the recommendations of medical staff leadership and pharmacy leadership;

(2) The facility-wide antibiotic stewardship program:

(i) Demonstrates coordination among all components of the CAH responsible for antibiotic use and resistance, including, but not limited to, the infection prevention and control program, the QAPI program, the medical staff, nursing services, and pharmacy services;

(ii) Documents the evidence-based use of antibiotics in all departments and services of the CAH; and

(iii) Documents any improvements, including sustained improvements, in proper antibiotic use;

(3) The antibiotic stewardship program adheres to nationally recognized guidelines, as well as best practices, for improving antibiotic use; and

(4) The antibiotic stewardship program reflects the scope and complexity of the CAH services provided.

(c) Standard: Leadership responsibilities. (1) The governing body, or responsible individual, must ensure all of the following:

(i) Systems are in place and operational for the tracking of all infection surveillance, prevention and control, and antibiotic use activities, in order to demonstrate the implementation, success, and sustainability of such activities.

(ii) All HAIs and other infectious diseases identified by the infection prevention and control program as well as antibiotic use issues identified by the antibiotic stewardship program are addressed in collaboration with the CAH's QAPI leadership.

(2) The infection prevention and control professional(s) is responsible for:

(i) The development and implementation of facility-wide infection surveillance, prevention, and control policies and procedures that adhere to nationally recognized guidelines.

(ii) All documentation, written or electronic, of the infection prevention and control program and its surveillance, prevention, and control activities.

(iii) Communication and collaboration with the CAH's QAPI program on infection prevention and control issues.

(iv) Competency-based training and education of CAH personnel and staff, including medical staff, and, as applicable, personnel providing contracted services in the CAH, on the practical applications of infection prevention and control guidelines, policies and procedures.

(v) The prevention and control of HAIs, including auditing of adherence to infection prevention and control policies and procedures by CAH personnel.

(vi) Communication and collaboration with the antibiotic stewardship program.

(3) The leader(s) of the antibiotic stewardship program is responsible for:

(i) The development and implementation of a facility-wide antibiotic stewardship program, based on nationally recognized guidelines, to monitor and improve the use of antibiotics.

(ii) All documentation, written or electronic, of antibiotic stewardship program activities.

(iii) Communication and collaboration with medical staff, nursing, and pharmacy leadership, as well as the CAH's infection prevention and control and QAPI programs, on antibiotic use issues.

(iv) Competency-based training and education of CAH personnel and staff, including medical staff, and, as applicable, personnel providing contracted services in the CAHs, on the practical applications of antibiotic stewardship guidelines, policies, and procedures.

[84 FR 51827, Sept. 30, 2019]

6. Amendments to Agreement with Arroyo Medical Inc. to provide OB/GYN services. The primary purpose of this amendment is to extend the term to three years. Rationale: due to our distance from tertiary care centers this agreement provides 24/7 coverage by an OB/GYN for deliveries (it does not allow for relief coverage for Dr. Brecheen by an FP/OB). As a reminder, The Model for Obstetrics services at HGH also includes the provision of obstetrical services by FP/OB physicians. To that end we have recruited Dr. Subha Rajan and Dr. Brittani Smith. This model has been discussed with Dr. Elissa Palmer, head of the Family Practice Residency program. Dr. Palmer is very supportive of this OB/GYN and FP/OB model for HGH. She indicated it works well for the Residency program to have the specialists on board with the FPs to teach the residents.

Dr. Brecheen has recruited part-time/relief OB/GYN specialists, Dr. Stephanie Nainani, and Drs. Gordon and Judith Graham, to work with him in the practice. However, and not surprisingly, they are asking for a longer term commitment in their agreement with Arroyo. In order to secure this quality of physician relief, and assure stability for the service, request approval of term of agreement to three years from date of signature.

Specific changes in the agreement include:

- 1. SCOPE OF SERVICES b. Change current language to: “The OB/GYN Services shall include: for each full-time OB/GYN, 3 full days or 6 half days in the clinic, OB/GYN Surgery, 24/7 call coverage for Labor and Delivery and ER, inpatient services, and consults for OB/GYN services that are within the definition of emergency and are within Physician’s privileges. The OB/GYN Services for each mid-level provider shall include: 4.5 days/week or 9 half days in the clinic; additional services of the mid-level practitioner to be determined by Arroyo and in harmony with the medical staff privileges granted to the mid-level by the HGH medical staff.”

This language is more specific related to clinic volume requirements. These requirements are similar to other such practices. The half-day/week off for the mid-wife/nurse provides time due to deliveries at any time during the day/week. The three clinic days provide for scheduled GYN surgery days, as well as time off for deliveries.

- 2. COMPENSATION FOR COVERAGE: Expenses
 - a. Delete: 3 - hospital cafeteria meals per day for physicians and mid-levels.
 - b. For mid-levels delete: Housing at District owned facilities
- 7. TERM: RENEWAL OR EXTENSION:
 - a. The term of this Agreement is for a period of three (3) years beginning on the date of signature by both parties.
- 15. TERMINATION:
 - a. Delete section d. - Physician reserves the right to terminate this agreement in its entirety, without cause, upon 180 day written notification to DISTRICT.

- New language: Physician and all Arroyo staff are required to utilize the electronic health record provided in the practice and throughout the organization for documentation of all patient care.
- New Language: Physician (Arroyo) will continue to collaborate with staff to produce efficiencies with the electronic records and other aspects of the clinic so as to yield an increase in clinic volumes that more closely mirror other OB/GYN clinics: approximately 10 visits per half/day).

HEALTHY YOU!

Humboldt General Hospital invites you to enjoy a healthy, fit and balanced New Year by joining the

“Healthy You Support Group”

monthly workshops | weekly support group | fun activities | and more!

*Are you ready for a **different kind of health experience** in 2020? HGH is ready to help. Dr. Hind Elsanousy is helping to create a **fit and fab new year** filled with weight loss, increased fitness, **more energy**, a greater sense of well-being and much more.*

Check out 2020’s “Healthy Year, Healthy You” presentations at Humboldt General Hospital:

Thursday, January 16

“Losing Weight Can Be Fun?”
Plus . . . 2020’s fad diet lineup

Thursday, February 20

“Weight Loss Topics Nobody Wants to Talk About”
Plus . . . your weight loss questions answered

Thursday, March 19

“The Science of Keeping Weight Off”

Thursday, April 16

“From Walking to Weight Loss”
Plus . . . goodbye belly fat

Thursday, May 21

“Emotional Eating: Feel Better and Full”
Plus . . . awesome non-food rewards



Beginning Thursday, January 30, plan to join us each week for the “Healthy You Support Group.”

5:30 p.m. Thursdays, HGH Sarah Winnemucca Conference Room
Facilitated by **Dr. Hind Elsanousy**

Goal-setting, weigh-ins, diet and exercise tips, struggles and successes, questions and answers, buddy system, support! All are welcome.

And . . . we’ll be announcing **group walks** and other **fun activities**, sharing newsletters and more as we help you **revamp and revive in 2020!**

Thursday, June 18

“Motivating Friends and Family to Lose Weight”

Thursday, July 16

“Would You Rather???”

Thursday, August 20

“Healthy Eating? Heck Yeah!”
Plus . . . smoothie recipes to die(t) for!

Thursday, September 17

“Mental Health: It’s NOT in Your Head”

Thursday, October 15

“Beating Burnout: How to Manage Your Stress”

Thursday, November 19

“Breaking Into Exercise Without . . . Breaking”

Thursday, December 17

“Year-End Yay! 2020 Challenges and Successes”

“Healthy Year, Healthy You” Monthly Workshops

Noon to 1 p.m. **third Thursday** of each month
HGH Sarah Winnemucca Conference Room
Free of charge; lunch is served

Questions? Call (775) 623-5222, ext. 1297

Humboldt General Hospital
Board of Trustees & Staff -

Your thoughtfulness
during this difficult time is
greatly appreciated -

The plant was beautiful -

Sincerely - Veronica &

The Dahlman Family



December 12, 2019

Humboldt General Hospital
118 East Haskell St.
Winnemucca, NV 89445

Dear Board of Directors,

We would like to thank you for your generous investment! Your contribution makes it possible for us to continue to provide student-centered higher education in the 86,500 square miles we serve throughout rural Nevada and around the world. By your thoughtful action, you have joined with many others in helping us provide the resources to assure a quality education for present and future generations. Your kindness is deeply appreciated.

As you may recall, the College was founded in 1967 in part through local citizens giving a day's pay. In honor of that history, an annual campaign was rolled out at the 2019 Dinner Dance. If you have not yet had an opportunity to **Invest A Day's Pay** this year, please consider contacting the Foundation to make arrangements.

We look forward to working with you and to your continued support in the future.

Once again thank you on behalf of Great Basin College Foundation and our Board of Trustees, for your generous investment.

A handwritten signature in black ink, appearing to read 'Matt McCarty', is written over a faint circular stamp.

Matt McCarty, Director
Great Basin College Foundation

This will serve as your official receipt.
Please keep for your tax records.

Amount Received: \$333,333.00
Fund Name: #612 Winnemucca Health Sciences and Electrical Building
Receipt No.: 135822

Great Basin College Foundation did not provide any goods or services in consideration, in whole or in part, for this contribution. Our USA Federal Tax I.D. is # 94-2861434. Cancelled checks are no longer valid substantiation for charitable gifts over \$250. Please retain this receipt for your tax records. For more information, please contact your tax professional.