

**HUMBOLDT GENERAL HOSPITAL**

**DISTRICT BOARD OF TRUSTEES**

**SPECIAL BOARD MEETING**

**TUESDAY**

**AUGUST 31, 2021**

**5:30 P.M.**

**SARAH WINNEMUCCA CONFERENCE ROOM**

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

# HUMBOLDT GENERAL HOSPITAL

118 EAST HASKELL STREET  
WINNEMUCCA, NEVADA 89445

## **DISTRICT BOARD OF TRUSTEES SPECIAL MEETING AGENDA**

**MEETING DATE:** Tuesday August 31, 2021  
**MEETING TIME:** 5:30 pm  
**MEETING PLACE:** Sarah Winnemucca Conference Room  
Humboldt General Hospital  
118 E Haskell St, Winnemucca, Nevada  
**PLACES POSTED:** in Winnemucca, Nevada at:  
Humboldt General Hospital, 118 E Haskell Street  
Humboldt County Courthouse, 50 W Fifth Street  
Winnemucca City Hall, 90 W Fourth Street  
Humboldt County Library, 85 E Fifth Street  
United States Post Office, 850 Hanson Street  
**PERSON POSTING:** www.hghospital.org      https://notice.nv.gov  
Alicia Wogan

**MEETING ATTENDANCE IS VIA REMOTE TECHNOLOGY  
SYSTEMS (TELECONFERENCE OR VIDEOCONFERENCE)  
THE ATTENDANCE FOR MEMBERS OF THE GENERAL PUBLIC AT THE PHYSICAL  
LOCATION IS TEMPORARILY RESTRICTED IN AN EFFORT TO ENSURE THE SAFEST  
POSSIBLE ENVIRONMENT FOR HOSPITAL PATIENTS AND STAFF DURING THE COVID PANDEMIC  
THE TELECONFERENCE AND VIDEOCONFERENCE ACCESS INSTRUCTIONS APPEAR BELOW**

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

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

### **A. CALL TO ORDER**

### **B. PUBLIC COMMENT**

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

### **C. BUSINESS ITEMS-OTHER REPORTS**

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

1. Hospital Administration / request to approve professional services employment contract for Jeffrey Meter, MD to provide orthopedic services / Administration
2. Hospital Administration / request for approval to proceed with lab expansion and oncology infusion clinic / Administration

### **G. TRUSTEE COMMENTS**

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

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## DISTRICT BOARD OF TRUSTEES MEETING AGENDA

August 31, 2021

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### **H. PUBLIC COMMENT**

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

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

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

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

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

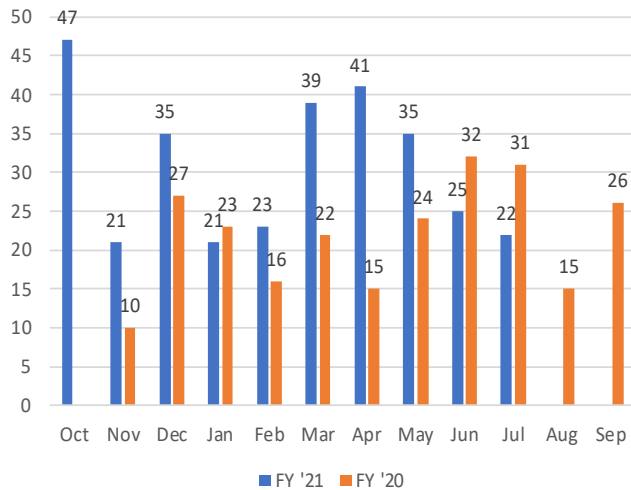
Notice: By law a public body may receive information from legal counsel regarding potential or existing litigation involving a matter over which the public body has supervision, control, jurisdiction, or advisory power and such gathering does not constitute a meeting of the public body.

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

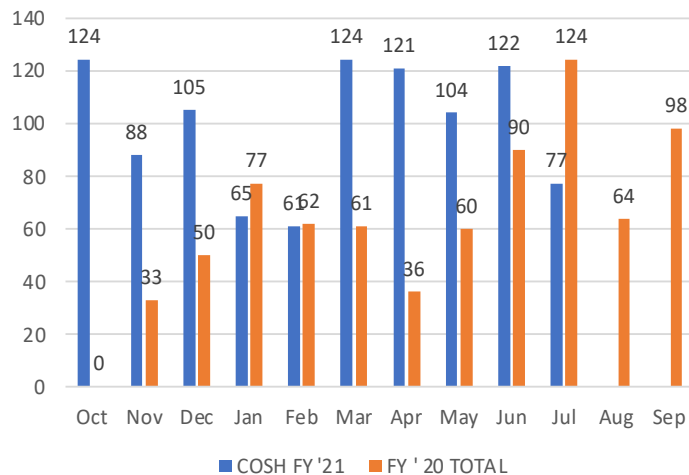
## FY'21 Provider Performance Assessment

### Meter, Jeffrey

#### New Office Volume

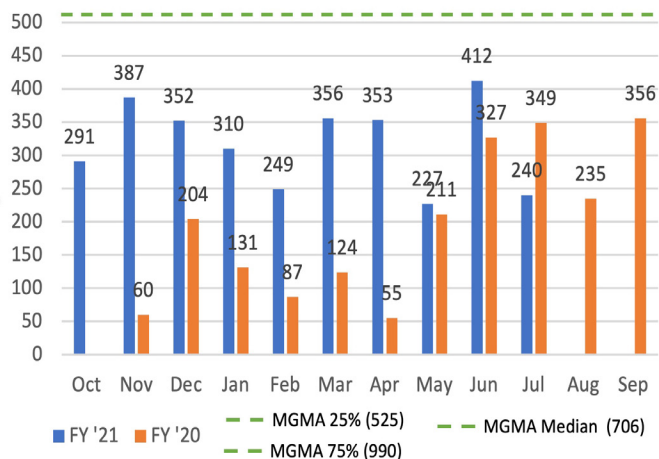


#### Total Office Volume

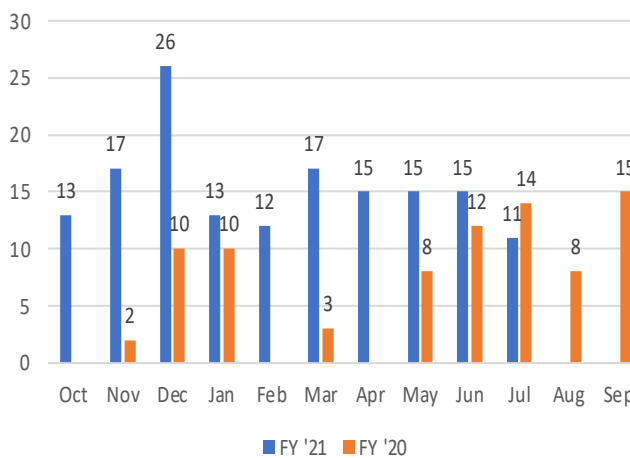


Total Office	COSH FY '21	FY '21 Southington	FY '21 Total	FY '20 Total
Oct	112	12	124	1
Nov	73	15	88	33
Dec	72	33	105	50
Jan	55	10	65	77
Feb	76	5	81	62
Mar	124	0	124	61
Apr	121	0	121	36
May	104	0	104	60
Jun	122	0	122	90
Jul	77	0	77	124
Aug				64
Sep				98
Total	936	75	1011	756

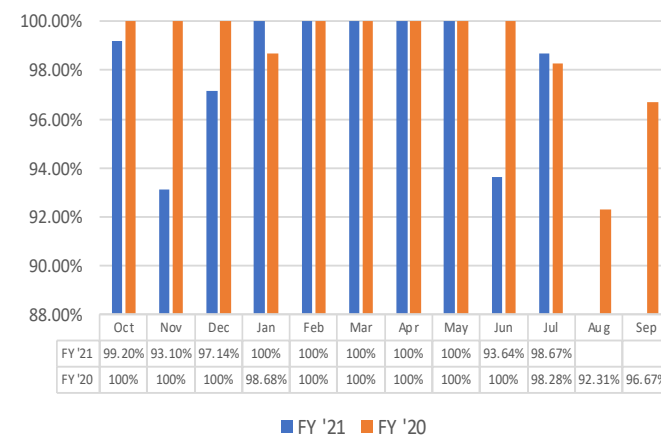
#### Work RVU vs MGMA Benchmarks



#### Total Procedures



#### Encounters Locked within 3 Business Days



## FY'21 Provider Performance Assessment

### Meter, Jeffrey

#### PATIENT SATISFACTION DATA

*(Patient Satisfaction Data represents the percentage combined for both scores 4 - "Agree" and 5 - "Strongly Agree")*

Pt Satisfaction Questions	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	MD Avg FY YTD	BHMSG	PY Nat'l Avg Ortho	MD FY 20
Sensitive to my needs & listened	100.0%	90.0%	100.0%	100.0%	85.7%	100.0%	100.0%	100.0%	88.9%	100.0%			97.0%	96.4%	95.3%	93.1%
Confidence & trust in the provider	100.0%	100.0%	100.0%	89.9%	100.0%	100.0%	85.7%	100.0%	87.5%	100.0%			97.0%	96.3%	95.8%	93.1%
Clearly communicated dx & plan	100.0%	77.8%	100.0%	100.0%	100.0%	88.9%	85.7%	100.0%	87.5%	100.0%			94.8%	96.3%	95.4%	94.4%
Overall experience was excellent	100.0%	100.0%	100.0%	100.0%	85.7%	100.0%	100.0%	100.0%	87.5%	100.0%			97.9%	95.8%	95.1%	92.9%
Recommend to family/friends	100.0%	77.8%	100.0%	100.0%	85.7%	100.0%	80.0%	100.0%	85.7%	100.0%			94.6%	94.2%	94.0%	93.4%
Total # Responses	12	12	21	9	7	9	8	10	9	11			108			
Average Score (on scale 1.0-5.0)	4.82	4.54	4.84	4.70	4.69	4.82	4.86	5.00	4.76	4.94			4.80			
National Provider Percentile Rank	57%	3%	57%	22%	19%	51%	65%	100%	33%	93%			52%	FY20 % Rank = 12%		

#### MIPS METRICS

	Q1 CY2021
Tobacco Screening	92.5%
Controlling High Blood Pressure	55.1%
Electronic Prescribing	100%

	<u>FY22</u>	<u>FY23 (FULL YEAR)</u>
Base Salary	\$ 450,000	\$ 850,000
Medical Directorship	\$ 30,000	\$ 60,000
Relocation	\$ 12,000	\$ -
On Call	\$ -	\$ -
Benefits	\$ 30,000	\$ 60,000
Sign On	\$ 40,500	\$ 40,500
wRVU Incentive (\$126,74 above 6,500)	Dependent upon production	Dependent upon production
Total Dr. Meter Comp	<u>\$ 562,500</u>	<u>\$ 1,010,500</u>
Synergy	\$ 600,624	\$ 1,201,248
Rental income paid by Synergy	\$ (7,500)	\$ (15,000)
	<u>\$ 593,124</u>	<u>\$ 1,186,248</u>

## PROFESSIONAL SERVICES AGREEMENT

### (PHYSICIAN FULL TIME EMPLOYMENT)

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This Professional Services Agreement (the "Agreement"), made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the District (as defined below) and Jeffrey Jon Meter, M.D. (the "Physician" or "Employee"):

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

**PHYSICIAN:**               **Jeffrey Jon Meter, MD**  
                                      67 Chase Hollow Lane  
                                      Glastonbury, CT 06023  
                                      jjmeter@yahoo.com

### RECITALS

1. Humboldt County Hospital District ("District" or "Employer") operates Humboldt General Hospital ("Hospital") an acute care medical facility with critical access designation, Harmony Manor ("Harmony Manor"), a long-term skilled nursing medical facility, Quail Comer Life Enrichment Community ("Quail Comer"), a memory care long-term skilled nursing medical facility, the Hospital Clinic ("Clinic") and Resident Clinic ("Resident Clinic"), medical clinics offering the professional services of health care providers, and HGH EMS ("EMS") an emergency medical services operation providing ambulance and advanced life support services (collectively such facilities are sometimes referred to herein as the "District Facilities"), in Winnemucca, Humboldt County, Nevada, and has a need for a qualified, licensed Orthopedic Surgeon at the District Facilities to serve the interests of the District, the District patients and the residents of Humboldt County.
2. District seeks to ensure that Physician's services in providing surgery and both pre- and post-surgical care concerning bones, extremities, and joints including but not limited to the back and spine, hand, shoulder, elbow, knee, and hip (collectively referred to herein "Orthopedic Surgery") services are provided to its patients by contracting with Physician to provide such services as an employee of District on the terms and conditions set forth in this Agreement.
3. Physician is or will be at the beginning of the term of this Agreement, qualified by licensure, education, experience and training to provide Orthopedic Surgery services ("Physician's Specialty") in Nevada. Physician agrees to provide such services to and on behalf of District on the terms and conditions set forth in this Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, District and Physician agree as follows:

**1. NATURE OF RELATIONSHIP.** Physician agrees to render the services pursuant to this Agreement as an employee of District.

**2. COMMENCEMENT DATE.** Commencing no later than \_\_\_\_\_ (“Outside Date”), Physician shall provide the services required by this Agreement. The date that Physician actually becomes a District employee and commences providing services pursuant to Section 3 of this Agreement shall be the “Commencement Date.”

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

**3.1 Physician Services.** District shall utilize Physician on a full-time basis commencing on the Commencement Date and shall continue in effect for three (3) years unless or until earlier terminated in accordance with the terms of this Agreement. The Commencement Date may be adjusted to a different mutually agreed date by Physician and CEO. Physician shall provide a full range of customary Orthopedic Surgery services: to patients utilizing the Clinic; (ii) to patients accepted under District Facilities' rules, regulations and policies; (iii) to patients admitted to the District Facilities or requiring Orthopedic Surgery services in the District's Emergency Room (“ER”); (iv) to patients at District health care-medical facilities in outlying Humboldt County; (v) for on-site medical supervision of Orthopedic Surgery services provided by the District at the Clinic, including nursing and ancillary personnel assigned to the clinic; and (vi) administrative responsibilities and maintenance of patient medical records.

a) Accept and provide Orthopedic Surgery services as attending physician or consultant for Hospital inpatients referred to Physician under policies applicable to professional staff appointees with Hospital privileges.

b) 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 Orthopedic Surgery practice.

c) 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.

### **3.2 Physician Hours.**

a) **At Clinic.** Physician will create and participate in call coverage for Orthopedic patients 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. Physician will not be required to participate in more than an average of fourteen (14) days of call per month including up to two (2) weekend(s). For each 24 hour on call weekend day (defined as Saturday or Sunday or District Holiday), Physician shall be allowed 24 hours of compensation time (comp time) off during the following week. Physician may, at his discretion, assume additional days of call (greater than the



14 days required per month), compensated in the following normal payroll period at the rate of \$1500 per 24 hour period or compensation time (comp time) off at the Physician's preference and needs of the District.

**3.3 Location(s) for Services.** Physician shall provide the Services at Hospital, Hospital's affiliated clinics, and such other locations as reasonably assigned by Hospital from time to time. District shall have reasonable discretion to consolidate and relocate practices operated by District.

**3.4 Qualifications.** As a condition precedent to District's obligations under this Agreement and at all times during the term of this Agreement, Physician shall maintain the following qualifications ("Qualifications"):

a) Maintain all licenses, registrations or certifications reasonably necessary to enable Physician to provide the Services required by this Agreement without restriction, including but not limited to an unrestricted license to practice medicine in Nevada, an unrestricted Nevada Board of Pharmacy registration, unrestricted DEA certificate, and/or other authorization to prescribe controlled substances in Nevada.

b) Maintain active medical staff membership at District with all clinical privileges necessary to allow Physician to perform the Services without restriction. Physician's medical staff membership and privileges shall be determined according to District's normal credentialing process, and nothing in this Agreement shall entitle Physician to such medical staff membership or privileges.

c) Be board certified or board eligible in Physician's Specialty unless such requirement is waived in writing by District.

d) Be eligible, credentialed to, and participate in Medicare, Medicaid, Tricare, managed care programs, and all other third-party payment programs that contract with District, including health insurance plans contracting with District.

e) Satisfy all of District's pre-employment screening requirements, including but not limited to providing proof of required immunizations.

f) Maintain insurability under District's professional liability insurance at rates comparable to other physicians in Physician's Specialty in Nevada with a good claims history.

g) Have and maintain the training, competency, and the ability to provide the Services and perform the other duties required by this Agreement.

**3.5 Representations and Warranties.** Physician represents and warrants that, as of the Commencement Date and at all times during the term of the Agreement, Physician satisfies the following representations and warranties ("Representations and Warranties"), the violation of which shall constitute a material breach of this Agreement:

a) Physician satisfies the Qualifications set forth in this Agreement.

b) Physician is not subject to any contractual or other obligation that would prevent or interfere with Physician's ability to accept employment by District or perform the Services

required by this Agreement, or subject District or Physician to liability due to Physician's employment or performance of Services pursuant to this Agreement.

c) Physician has fully disclosed in writing any of the following that have occurred prior to execution of this Agreement: (i) any actual or threatened adverse action, investigation, disciplinary proceeding, limitation or restriction against Physician or Physician's privileges taken by any government or licensing agency, healthcare organization, medical staff, payer, or professional organization; (ii) any actual or threatened malpractice action, or other action against Physician arising out of or related to Physician's practice of medicine; or (iii) any criminal complaint or charges, convictions, or pleas against or involving Physician. Physician understands and agrees that a misrepresentation or failure to disclose information requested in response to such inquiries shall justify immediate termination or avoidance of this Agreement by District.

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

e) Physician shall immediately notify District if (i) Physician fails to fully satisfy any of the Qualifications or Representations and Warranties; (ii) Physician is or becomes the subject of any investigation, inquiry, allegation, claim or peer review activity by any governmental agency, professional society, healthcare facility, or healthcare payer; (iii) any claims or allegations are asserted against Physician by any entity relating to Physician's professional conduct or competence; (iv) Physician becomes aware of any acts, omissions, or other facts or circumstances that may result in liability to District or affect Physician's ability to perform Services under this Agreement; and/or (v) any direct or indirect financial relationship between District and Physician or any of Physician's family members as defined in 42 C.F.R. § 411.351 so as to allow District to comply with regulations which prohibit billing for prohibited referrals. Failure to provide such notice shall be cause for termination of this Agreement by District pursuant to Section 8(a), below.

**3.6 Performance Standards.** Physician shall comply with the following standards in providing Services under this Agreement ("Performance Standards"):

(a) Adhere to all applicable federal, state and local laws and regulations; the standard of care in the relevant medical community served by the District (the "Community"); relevant licensure, accreditation, and ethical standards; third-party payer requirements; and District's bylaws, rules and policies, including but not limited to medical staff bylaws, rules and policies and District's employment policies made known to Physician in writing. If the Services are provided to a third-party pursuant to District's contract with such third-party, Physician shall adhere to the requirements of such contract.

(b) Use Physician's best effort and skill for the interest, benefit and advantage of District and its patients.

(c) Provide Services in a professional, courteous, responsible, non-disruptive manner, and promote respect, cooperation and teamwork among other health care professionals, District personnel, patients, and Community members.

(d) Respond to patient and referring practitioner needs and concerns regarding patient diagnosis and treatment as expeditiously as reasonably possible and consult with other practitioners as reasonably required for effective patient care.

(e) Document Physician's Services in a timely and sufficient manner consistent with applicable professional standards, Hospital policies, third-party payer requirements, and approved diagnostic and procedure codes so as to facilitate proper patient care, payment for such patient care, and effective Hospital operations. Physician shall use Hospital's approved electronic records system.

(f) To the extent consistent with quality patient care, provide Services in an efficient and cost-effective manner so as to maintain and enhance the efficiency and productivity of District.

(g) Attend management and medical staff meetings as reasonably required by District relevant to Physician's Services or Hospital operations.

(h) Participate in appropriate continuing medical education and engage in such other activities as reasonably necessary to maintain and improve Physician's skill in providing Services.

(i) Assist District in the efficient and effective day-to-day management of District and its programs related to Physician's Specialty as reasonably requested by District.

(j) Fully support District's overall quality improvement, quality assurance, and compliance activities.

(k) Fully support District's charitable and public service mission, including providing reasonable charity care to the uninsured, underinsured or poor consistent with District's charity care policies or as requested by District.

(l) Cooperate with and support District's efforts to maintain a good relationship with the Community and promote District's programs related to Physician's Specialty.

(m) Cooperate with and take such action as reasonably requested by District to obtain payment for Physician's professional services.

(n) Adhere to such other performance standards as reasonably established by District or its medical staff from time to time.

**3.7 Practice of Medicine.** This Agreement shall not be interpreted to dictate Physician's practice of medicine or interfere with the exercise of Physician's independent judgment in the practice of medicine consistent with quality patient care and subject to District policies. Physician shall retain and exercise full control and discretion over the services Physician performs within Physician's Specialty and Physician's practice of medicine. Notwithstanding the foregoing, Physician understands that District shall have the final authority over the acceptance or refusal of a person to receive Services and the amount of fees to be charged to such patients.

**3.8 Outside Activities.** Physician agrees to devote his/her full professional time to the practice of medicine as an employee of District pursuant to this Agreement. Physician agrees that he/she will not otherwise engage in the practice of medicine or perform professional services for or on behalf of any other entity without District's prior written consent. Notwithstanding the

foregoing or anything herein to the contrary, Physician may engage in independent medical evaluation, medical-legal consulting, and consulting for medical equipment or device manufacturers, teaching, writing, lecturing, or providing expert witness testimony on medical topics without District's prior written consent, provided that such activities shall not interfere or conflict with the performance of Physician's duties or Services under this Agreement or expose District to liability. Physician understands and agrees that the professional liability insurance provided by District may not cover Physician's activities performed outside the scope of this Agreement, whether or not authorized hereunder.

**3.9 Participation in Payer Programs.** Physician shall participate in and comply with the conditions of any managed care or third-party payer programs relevant to Physician's Services as required by District, including but not limited to Medicare and Medicaid. Physician shall complete and submit all credentialing documentation necessary to enable Physician to participate in such programs within fifteen (15) days of District's request for same. District shall have the sole and exclusive right and authority to enter into contractual relationships with HMOs, IPAs, PPOs, PHOs, ACOs, provider networks and other managed care organizations and third-party payment programs for Services. Physician shall not otherwise contract with any managed care or third-party payment program for Services covered by this Agreement unless expressly authorized by District in writing.

**3.10 Additional Physicians.** Nothing in this agreement is intended to nor shall it create an exclusive contract to perform Services covered by this Agreement. Physician understands and agrees that District may negotiate and enter into contracts or other relationships with additional qualified practitioners for provision of Services. Physician agrees to use Physician's best efforts to develop and establish an ongoing productive, cooperative relationship with such additional practitioners for the furnishing of services to patients.

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

**3.12 Use of Information.** Physician authorizes District to use Physician's image, name, business address, professional credentials, and similar information in District's operations, including but not limited to District's public relations or marketing activities.

**3.13 Use of District Personnel and Equipment.** Physician agrees that Physician will use District personnel, property and resources solely to perform Services pursuant to this Agreement. Physician will not use such personnel, property or resources for Physician's personal business or for any other purpose outside the scope of this Agreement.

#### **4. COMPENSATION AND BENEFITS.**

**4.1 Compensation.** In exchange for Physician's Services, District shall compensate Physician as set forth in Exhibit B.

**4.2 Employee Benefits.** Physician shall be entitled to employee benefits available to District's similarly situated exempt employees subject to and as established by District's employee benefits policies and plans, including but not limited to time off, medical, dental, vision, prescription drug coverage (subject to eligibility), participation in retirement plans, continuing

medical education, reimbursement for professional expenses, etc., as applicable. A brief benefit summary is included in Exhibit C. Physician's entitlement to such benefits shall be subject to the terms, conditions, and limits of the applicable policies and plans. District retains the right to modify its employee benefits policies and plans at any time, which modification shall be binding on Physician.

a) **Professional Dues/Subscriptions.** District shall pay up to \$1,200 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.

**4.3 Income and Withholdings.** District shall withhold amounts from any payments to Physician in accordance with the requirements of applicable law for federal and state income tax, FICA, benefits in which Physician participates and for which Physician authorizes withholdings or deductions, and other employment or payroll taxes or required withholdings.

**4.4 Exempt Status.** Physician shall be an exempt employee for purposes of the Fair Labor Standards Act and similar laws and shall not be entitled to payment for overtime.

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

## **5. PROFESSIONAL FEES**

**5.1 Right to Receive Fees.** Except for Outside Activities authorized in writing by District, District shall own and be entitled to all compensation and reimbursements from patients, third-party payers, and other third parties resulting from Physician's practice of medicine or performance of professional services. District shall have the exclusive right to establish the fees for Physician's professional services, and to bill, collect, and retain all such compensation or reimbursement for District's own account. Any such compensation or reimbursement received by Physician shall be immediately paid over to District unless otherwise agreed by District in writing.

**5.2 Assignment and Power of Attorney.** 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.

a) **Medical Records.** Physician shall create and maintain accurate, complete, comprehensible and timely records of all care rendered per District policy. Such 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.

b) **Compliance.** Physician shall meet all legal and regulatory requirements and District's standards for medical record documentation and billing claims submission, including without limitation, accurate coding. Physician shall cooperate with District in all coding and compliance audits and reviews, including making all documents and records available for review on a timely basis, and participation in exit interviews and telephone conferences as requested. Physician shall participate in all internal coding, billing and documentation educational programs as directed by the District and shall comply with the recommendations of the District to improve documentation coding accuracy. In the event Physician is delinquent in the maintenance of medical records, District may withhold ten percent (10%) of the aggregate pre-tax compensation due Physician pending completion of all outstanding medical records, and Physician expressly authorizes such withholdings without any requirement for future writings, notices, warnings, or other documentation prior to withholding. 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.

## **6. PROFESSIONAL LIABILITY INSURANCE.**

**6.1 District Responsibilities.** During the term of this Agreement, District shall provide professional medical liability insurance covering Physician's Services performed pursuant to this Agreement subject to reasonable terms, conditions, exclusions and limitations. The insurance shall provide a minimum coverage of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, or such other amounts as required by District's governing board. The insurance is obtained on a claims-made basis. The insurance provided under this Section may not apply to services that Physician provides outside the course and scope of duties of this Agreement.

District shall have the right to select the insurance company providing such coverage, which insurance may be provided through a policy issued to or covering District or through District's participation in a risk retention group. District's obligation to provide insurance under this Agreement shall terminate if Physician becomes uninsurable, or if the rates charged for insurance covering Physician exceed 150% of the usual and customary rates charged for similar coverage for physicians in Physician's Specialty in Nevada with a good claims history.

**6.2 Physician Responsibilities.** 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. Physician will only be responsible for any difference in premium amount that is in excess of the District's current group professional liability policy.

**7. TERM.** The term of this Agreement shall be three (3) years from the Commencement Date subject to earlier termination as provided in this Agreement. The Agreement shall automatically renew for successive one-year terms unless one party provides notice to the other party at least ninety (90) days prior to the end of the effective term.

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

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

(i) **Denial of Application.** Denial of Physician's application for renewal of active professional staff appointment for full clinical privileges at Hospital.

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

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

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

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

(vi) **Disability or Death.** Disability of Physician persisting for a period of ninety (90) consecutive days which cannot be reasonably accommodated, or Physician's death.

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

(viii) **Hospital Closure.** Ninety (90) day notice will be provided upon closure of the Hospital for any reason, including damage or destruction to the physical facilities or loss of licensing.

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

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

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

e) **Post Termination Obligations.** At the effective date of termination, all rights, duties and obligations of District and Physician under this Agreement shall terminate except: (i) Physician shall complete any open medical records; (ii) cooperate in transfer of patient care and/or investigations; (iii) District shall compensate Physician for services performed by the Physician for which compensation is due but has not been received; (iv) 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.

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.

**9. 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 twenty-five (25) miles of the city limits of Winnemucca, Humboldt County, Nevada (the same being within the normal service area of the District), either personally, or as an employee, associate, partner, manager, trustee, independent contractor, consultant, principal, agent of or through the agency of any corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person: (i) engage in Orthopedic Surgery services, or (ii) solicit 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.

**10. 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 District 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.

**11. RECORDS AND INFORMATION.** Physician understands and agrees that during the term of the Agreement and thereafter all documents obtained, reviewed, or generated by Physician in the course of performing Services under this Agreement shall belong to and remain the property of District, including but not limited to medical records, images, billing records, or other documents



related to Services rendered to patients; documents prepared in providing administrative Services; personnel and credentialing records; computer programs or databases; policies and procedures; protocols; operational reports; etc. Upon termination of this Agreement, Physician shall immediately return all such records in Physician's possession, whether in electronic or paper form, to District. To the extent allowed by law, Physician shall be allowed to access records and obtain copies at his/her own expense as necessary to defend himself/herself from claims by third parties or for other purposes approved by District.

## **12. CONFIDENTIALITY.**

**12.1 This Agreement.** To the extent allowed by law, the terms of this Agreement are confidential, and Physician shall not disclose its terms to any individual or entity without the express written consent of District, except that Physician may disclose the Agreement to his/her spouse and legal, accounting, or similar professional advisors for the purposes of obtaining professional advice.

**12.2 Other Confidential Information.** Physician recognizes and acknowledges that certain information created, obtained, maintained, or accessed by Physician during the term of the Agreement is confidential and/or proprietary and is protected by applicable law and regulations, including but not limited to confidential information concerning District's patients, personnel, medical staff members, contractors, credentialing or peer review activities, quality assurance activities, risk management, litigation, business operations, strategic plans, finances, pricing strategies, trade secrets, etc. ("Confidential Information"). Physician shall not, during or after the term of the Agreement, use or disclose District's Confidential Information without District's written consent except (i) in the course of performing Physician's duties under this Agreement; or (ii) if required by law to disclose such Confidential Information, provided that Physician shall first notify District of the required disclosure and give District the opportunity to intervene and preserve the confidentiality of Confidential Information.

**13. INDEMNIFICATION.** Physician agrees to defend, indemnify and hold harmless District from any and all claims, suits, damages, fines, penalties, judgments, liabilities and expenses (including reasonable attorney(s) fees and court costs) arising from Physician's (i) negligent, reckless, or willful act or omission not covered by applicable insurance; (ii) breach of any term of this Agreement; or (iii) violation of any law, regulation, or District policy. Notwithstanding the foregoing, Physician's indemnification obligations shall not apply to the extent such application would nullify any existing insurance coverage of Physician that would benefit District or as to that portion of any claim or loss in which an insurer is obligated to defend or satisfy.

**14. REGULATORY COMPLIANCE.** The parties understand and intend that this Agreement complies with all applicable laws as they shall be amended, including but not limited to 42 U.S.C. §§ 1320a-7a, 1320a-7b, 1395nn, NRS 439B.425, and their accompanying regulations. The Agreement shall be interpreted to facilitate such compliance. If either party determines that the Agreement does not comply with applicable law or regulations or that the performance of the Agreement may cause either party to be in violation of such law or regulation or subject a party to any penalty under applicable law or regulation (including but not limited to the loss of tax-exempt status or prohibition against billing government programs for Services), the parties shall exercise best efforts to revise the Agreement to comply with applicable laws and regulations. If the parties cannot agree on an appropriate revision, either party may terminate this Agreement upon thirty (30) days prior written notice; provided, that either party may terminate the Agreement immediately if performing the Agreement within such 30-day period would subject the party to fines, penalties, liabilities or adverse actions as a result of the violation or non-compliance.

**23. CONFLICT WITH BYLAWS.** In the event of a conflict between this Agreement and the District's medical staff bylaws or policies, this Agreement shall control.

[Remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto execute the Agreement as of the day and year first written above.

PHYSICIAN: Name: Jeffrey Jon Meter, MD

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

8/12/2021

HOSPITAL: Name: Tim Powers

Title: Chief Executive Officer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**O. NO THIRD-PARTY BENEFICIARIES.** Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person not a party to

this Agreement any third- party beneficiary rights, interests or remedies under or by reason of any term, provision, condition. undertaking, warranty, representation or agreement contained herein.

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

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

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

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

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

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

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

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

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

**EXHIBIT "B":  
TO  
AGREEMENT FOR PHYSICIAN EMPLOYMENT:  
COMPENSATION**

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In exchange for Physician's Services, District shall compensate Physician as follows, subject to the conditions in Section 4 of the Agreement.

**1. Base Salary.** Beginning on the Commencement Date, District shall pay to Physician compensation at the rate of Eight Hundred Fifty Thousand Dollars (\$850,000) per year, less applicable taxes and withholdings. There may be an adjustment to the base salary depending on the PERS (as herein defined) retirement plan selected by Physician.

**2. Medical Directorship.** District will pay Physician to serve as Medical Director duties for Hospital's Surgical Services Department as outlined in Addendum A ("**Medical Director Services**") Agreement. Termination of Medical Directorship Agreement may be done so in accordance with Section 5 of Addendum A.

**3. Annual Productivity Bonus.** In addition to the Base Salary, Physician shall be eligible for a productivity bonus ("Bonus") subject to the following conditions:

**2.1 12-Month wRVUs.** Beginning January 1, 2022 through the end of each calendar year, If Physician's total work relative value units ("wRVUs", as defined below) for the calendar year exceeds 6,500, District will pay to Physician a Bonus equal to One Hundred Twenty-Six and 74/100 Dollars (\$126.74) per wRVU in excess of 6,500 for that period, less applicable taxes and withholdings.

**2.3 WRVUs.** For purposes of this Agreement, wRVUs shall mean the wRVU values attributable to services personally performed by Physician as specified in the annual CMS RBRVS National Physician Fee Schedule Relative Value File applicable as of the Commencement Date.

**2.4 Quarterly Draw.** If requested by Physician and if Physician's wRVUs for the contract year quarter exceeds 1,625 wRVUs for that quarter, Physician shall be entitled to take a quarterly draw against the Annual Productivity Bonus equal to the amount of wRVUs personally performed by Physician during that quarter in excess of 1,625 wRVUs, less applicable taxes and withholdings. The Quarterly Draws shall be subject to reconciliation as set forth in Section 2.5.

**2.5 Annual Reconciliation.** Immediately after the end of the contract year, the parties shall reconcile Physician's cumulative Quarterly Draws against the Annual Productivity Bonus to which Physician is entitled. If the Annual Productivity Bonus to which Physician is entitled exceeds the cumulative amount of the Quarterly Draws taken by Physician, Group shall repay the difference to Physician within thirty (30) days after the end of the contract year, less applicable taxes and withholdings. If the cumulative Quarterly Draws taken by Physician exceed the amount of the Annual Productivity Bonus to which Physician is entitled, Physician shall repay the difference to Group within thirty (30) days of demand by Group or on such other terms as the parties shall agree. Unless the parties agree on a different repayment plan, Group shall have the right to withhold and offset all amounts owed by Physician to Group pursuant to this Section from and against all amounts Group owes to Physician.

a) **Personally Performed Services.** All wRVUs shall be determined based solely on Services personally performed by Physician, and shall not include items or services, or amounts received from items or services, performed or provided by others, including but not

limited to items or services ancillary to or incident to Physician's services or other items or services ordered or referred by Physician.

b) **Modifiers.** Physician's wRVUs shall be adjusted by appropriate CPT code modifiers consistent with the requirements of third party payer reimbursement guidelines applicable to the particular episode of care, including but not limited to appropriate modifiers for multiple procedures (Modifier 51 codes) and surgical assists (Modifier 80 codes), as they shall be amended.

c) **Nonbillable Services.** If Group is prevented from billing or collecting from a patient or third party payer for all or any portion of the episode of care to which the wRVUs pertain or if Group is required to repay the patient or a third party payer any amounts attributable to the episode of care due to applicable payer reimbursement guidelines or any act or omission by Physician, then Group shall exclude, reduce, or otherwise adjust accordingly the wRVUs associated with, and/or Physician's compensation for, such episode of care. By way of example and not limitation, adjustments may be made if Physician instructs Group not to bill for the service or the service is a "no charge"; Physician fails to timely complete accurate and sufficient medical records to support billing for the service; Physician uses the wrong CPT codes; or the service was not medically necessary or represented substandard care; etc.

3. **Payment.** District shall pay the compensation according to District's normal payroll period.

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

5. **Recruitment Incentives.** District shall provide Recruitment Incentives to Physician as follows:

5.1 **Relocation Assistance.** District will loan Physician up to Twelve Thousand Dollars (\$12,000) for reasonable and actual expenses incurred by Physician in relocating to District's service area, including but not limited to travel, moving expenses, temporary rental expenses, etc. ("Relocation Assistance"). To obtain the Relocation Assistance, Physician shall provide documentation confirming the expenses in such form as reasonably requested by District. Additionally, District shall pay Physician Two Thousand (\$2,000) for temporary housing for he and his family for up to six (6) months following the Commencement Date.

5.2 **Sign-On Bonus.** In addition to the Relocation Assistance, as a Sign On Bonus, District shall pay Physician: (i) Forty Thousand Five Dollars (\$40,500) upon execution of this Agreement, and (ii) an additional Forty Thousand Five Dollars (\$40,500) within ten (10) days after Physician has maintained one (1) year of full-time practice pursuant to this Agreement.

5.3 **Repayment of Recruitment Incentives.** Upon termination of this Agreement for the following reasons prior to the second anniversary of the Starting Date and to the extent allowed by applicable law, Physician hereby authorizes District to withhold and offset the amount of the Recruitment Incentives repayable to District from and against any amounts owed by District to Physician pursuant to this Agreement or otherwise. Reasons include: Denial of Physician's application for renewal of active professional staff appointment for full clinical privileges at Hospital; Termination or Suspension of Physician's clinical privileges or professional staff appointment in accordance with District's medical staff bylaws, medical staff rules and regulations;



Denial, termination, restriction, or suspension of Physician's license to practice medicine in the State of Nevada, Physician's DEA certificate, or Physician's right of participation in Medicare, Medicaid, Tricare, or any provider panel for any payor contracted with District designated pursuant to this Agreement; or Charge or conviction of any crime punishable as a felony or conviction of a gross misdemeanor or misdemeanor crime involving moral turpitude; or failure to cure material breach of this Agreement within thirty (30) days after the giving of such written notice by District.

The repayable portion of the Recruitment Incentives shall be calculated by multiplying the Recruitment Incentives by a fraction, the numerator of which shall be twenty-four (24) minus the number of months of completed employment and the denominator of which shall be twenty-four (24).

**EXHIBIT “C”  
TO  
AGREEMENT FOR PHYSICIAN EMPLOYMENT:  
BENEFITS**

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

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

Employee Wellness Programs	Effective immediately	No cost health assessments for all employees. Wellness program offered.	HGH
*Retirement Program	Full time and part time employees only are eligible for retirement.	Social Security is not withheld. As a County Hospital District, contribution is paid to the Public Employees Retirement System (PERS). Employees have the option to choose (1) full Employer paid or (2) the Employee/Employer contribution plan. Under the Employer paid plan, the employee's salary is reduced and the employer pays the full contribution (currently 29% of eligible earnings). Under the Employee/Employer plan, the employee and employer share in the contribution to PERS (currently 15.25% each of eligible earnings). Under the Employee/Employer plan, if an employee terminates before becoming vested in the retirement system (5 years), the employee may withdraw contributions he/she has paid into the system.	HGH & Employee
License Fees	Effective immediately	District shall pay required Nevada medical license and DEA registration fees.	HGH
Dues/Subscriptions	Effective immediately	District shall pay up to \$1,200 to Physician for professional dues and subscriptions from professional organizations.	HGH
<i>*All benefit plans are subject to change based on plans available, renewal rates and Board approval.</i>			

## **ADDENDUM TO PHYSICIAN EMPLOYMENT AGREEMENT**

### **MEDICAL DIRECTOR SERVICES**

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This Addendum ("Addendum A") amends and supplements the Physician Employment Agreement ("the Agreement") between **Humboldt County Hospital District dba Humboldt General Hospital** ("Hospital") and **Jeffrey Jon Meter, MD** ("Physician"), dated \_\_\_\_\_, 20\_\_, and any amendments thereto. This Addendum is effective \_\_\_\_\_, 2021 ("Effective Date").

### **BACKGROUND**

1. As set forth in the Agreement, Hospital operates an acute-care hospital and affiliated clinics Winnemucca, NV, and the surrounding communities (the "Community"). Hospital is in need of a qualified physician to serve as the medical director of its Orthopedic Surgery program ("Program").
3. Pursuant to the Agreement, Physician is employed by Hospital as a physician and is qualified to serve as the Medical Director for the Program, and perform the services required by this Addendum ("Director Services").
4. By this Addendum, Hospital contracts with Physician to provide Director Services as an employee of Hospital as set forth in this Addendum in addition to the services set forth in the Agreement.

### **AGREEMENT**

**1. RELATION OF THIS ADDENDUM TO THE AGREEMENT.** This Addendum supplements but does not replace the terms and conditions of the Agreement. To the extent not inconsistent with the terms of this Addendum, the terms and conditions in the Agreement shall also apply to the parties' performance under this Addendum. In providing services under this Agreement, Physician shall be required to comply with the terms and conditions of the Agreement, including but not limited to the Representations and Warranties in the Agreement.

### **2. PHYSICIAN OBLIGATIONS.**

**2.1 Director Services.** In addition to the services specified in the Agreement, Hospital hereby employs Physician and Physician agrees to provide Director Services to and on behalf of Hospital, including but not limited to the following:

- (a) Perform such duties as are commonly performed by or required of a medical director of an Orthopedic Surgery program so as to ensure Hospital's compliance with all licensure, accreditation, and payer standards relevant to the Program.
- (b) Assist Hospital in establishing, reviewing, and updating appropriate policies and procedures relevant to the Program as necessary to improve patient care and maintain efficient and effective Hospital operations.
- (c) Participate in Hospital's regular quality improvement activities.
- (d) Participate in Hospital's credentialing, peer review, and related activities.
- (e) Participate regularly in Hospital, administrative, or medical staff meetings relevant to the Program as may be necessary or appropriate.

(f) Participate in medical staff conferences, teaching programs and other pertinent activities relating to the Program.

(g) Furnish appropriate clinical instruction, training and information to the Hospital personnel and staff relevant to the Program.

(h) Perform such other duties related to the Program as Hospital shall reasonably require.

**2.2 Performance Standards.** In performing the Director Services and otherwise discharging Physician's duties under this Addendum, Physician shall use his best efforts to establish a successful, stable Program on behalf of Hospital; to cooperate with Program personnel and persons from schools or other institutions participating in the Program; and otherwise discharge his obligations in a manner that promotes cooperation, communication, mutual understanding, commitment and teamwork among Program personnel and participants and staff and administration of Hospital.

**3. SCHEDULE.** The parties contemplate that Physician shall spend at least ten (10) hours per month performing the Director Services described in this Addendum; provided, that the parties understand and agree that the hours may vary depending on the needs in any particular month. The Director Services shall be rendered in accordance with a schedule agreed upon by Hospital and Physician; provided, however, that Physician may fulfill his duties under this Addendum concurrently with the duties required by the Agreement to the extent that such concurrence does not adversely affect patient care, Hospital operations, or the performance of duties required by the Agreement or this Addendum.

**4. ADDITIONAL COMPENSATION.** In addition to the compensation set forth in the Agreement, Hospital shall pay to Physician additional compensation in the amount of Five Thousand Dollars (\$5,000) per calendar month ("Director Compensation") for Director Services rendered pursuant to this Addendum. If Physician provides Director Services for only a partial month, the Director Compensation shall be reduced prorata. The parties represent that the Director Compensation represents the fair market value for the Director Services required by this Addendum. Unless otherwise agreed by the parties, Hospital shall pay the Director Compensation according to Hospital's normal payroll policies and schedule as set forth in the Agreement. As a condition to such payment, Physician shall provide to Hospital such documentation or reports as Hospital shall reasonably require to confirm the performance Director Services.

**5. TERM AND TERMINATION.** The Term and Termination provisions in the Agreement shall also apply to this Addendum and the services provided herein, except that each party shall have the right to terminate this Addendum without cause upon thirty (30) days prior written notice to the other party. Termination of the Agreement shall automatically terminate this Addendum. The termination of this Addendum for any reason shall not affect the parties' obligations under the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the Effective Date.

**HOSPITAL:**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

**PHYSICIAN:**

BY:  \_\_\_\_\_

Date: 8/12/2021 \_\_\_\_\_



# Humboldt General Hospital

## Infusion Remodel

### Executive summary

- The purpose of the Infusion Remodel is to provide independent space for providing infusion services. This area will also include two separate, private, rooms for EKG and PFT procedures that we currently are doing in a congested area within the Respiratory Department.
- HGH will only require minor equipment for this space and will repurpose some equipment/furnishings from the current locations.
- ROI will consist of improved patient satisfaction, improved staff satisfaction, increased revenue (through larger capacity to care for more patients at once, and completion of the compounding room will be completed prior to this remodel therefore allowing this space to be utilized for chemotherapy).

### Background

- **What are we solving or pursuing?**
  - Currently infusions are being performed out of the area that is supposed to be preop. This is an issue because as we bring on cardiac cath lab as well as increasing orthopedic surgical volume the preop space will be truly needed. The respiratory department is a very small footprint and must accommodate holding respiratory supplies which makes for a space that is not large enough nor inviting to our patients that receive services in this area. We are proposing to remodel the current lab space to accommodate these needs.
  - Having updated, comforting, and designated space to receive infusions in a location that can provide privacy, when needed, but is also a space that encourages socialization, comradery, and support for those patients that are experiencing similar medical situations that require frequent, and long infusion times. EKG's and PFT's are procedures that should be done in a private space.
- **What do we need to complete the project?**
  - We need to remodel the current laboratory space. We will also need to purchase 4-6 infusion chairs, and an exam table that are minor equipment.
  - This is most logical solution as we look at the larger projected picture we have painted for this year's budget. To hit our target, we need to fully maximize the preop space for surgical patients receiving care at HGH.

- HGH leadership has worked closely with architectural firm. Consultants have all agreed that space is limited in current footprint and the current lab space offers a great opportunity to expand a service line that would benefit our community that is now traveling long distances to receive this care due to our lack of current ability to compound and space required in infusion to do a larger volume of infusions at one time.
- **What can we expect during and after project?**
  - Project will commence after laboratory project is completed and infusion/EKG/PFT will remain in the current locations until after remodel is completed.
  - Business operations will not be affected by project.

## Ideal outcome

- HGH will experience more revenue (increased volume of infusions), and improved patient and staff satisfaction.

## Potential risks

- Going over budget on remodel as exact costing is challenging to prognosticate.

## Alternatives

- Keep current location with a relocation of infusion to patient rooms on the medical surgical unit. This option has been done in the past but due to higher volume of inpatients at times infusion was moved to preop.

## Capital Budget

- There will be no capital budget items requested for equipment in this location and the lab remodel cost includes the infusion center.



# Humboldt General Hospital

## Laboratory Equipment and Remodel

### Executive summary

- The purpose of the Laboratory Remodel is to update currently outdated equipment, provide more space, improve patient privacy and satisfaction, decrease send-outs, and improve staff satisfaction
- HGH is seeking additional equipment: Hematology and Chemistry Analyzers, as well as construction fees to remodel space
- ROI will consist of improved patient satisfaction (more privacy), improved staff satisfaction (more space to work/better break room), increased revenue (larger test menu, and more testing slots available)
  - Increase revenue by approximately \$160,000 by performing tests in-house as opposed to sending out.

### Background

- **What are we solving or pursuing?**
  - There is not enough space in the clinical laboratory for new equipment, storage, infusion, and staff movement; thus we are proposing a clinic remodel to alleviate congestion as well as upgrade equipment that has reached its end of life
  - Having updated equipment provides HGH with the ability to run more samples, ensures better quality outcomes, and reduces the costs associated with expensive Preventive Maintenance and Same-day Service contracts
- **What do we need to complete the project?**
  - We need to remodel the laboratory space to relieve congestion created by large equipment, increase our storage units, provide more space for staff to work, and provide more privacy to patients getting labs drawn. This will also enable the lab staff to handle more samples (updated equipment can run more samples than current equipment) and perform more tests in-house (see attached).
  - This is most logical solution because equipment is becoming more expensive to maintain as it reaches its end-of-life and is at risk of malfunctioning altogether. Newer equipment requires more space if HGH chooses to utilize at maximum capacity (this requires more assays to be procured which requires more storage units to be needed, which leads to a need for more space). Laboratory is already at space capacity and cannot retrofit new equipment into the current space.



- HGH leadership has worked closely with architectural firm, Laboratory Medical Director, and equipment vendors to determine how best to approach procuring new equipment. Consultants have all agreed that space is limited in current footprint and expanded space is necessary.
- **What can we expect during and after project?**
  - Project will commence after Pharmacy project is completed and Laboratory will remain in its current location until after remodel is completed with new equipment installed, tested, and validated. Once new equipment is working appropriately, Lab will transition into new space and old equipment will be removed.
  - Business operations will not be affected by project. Laboratory will remain in current state until project is completed.

## Ideal outcome

- HGH will experience more revenue (more tests available), better patient outcomes by performing more tests in house (with lower turn-around times), and improved staff satisfaction
- HGH will be able to offer better service to other departments as access will be better to different areas of the hospital (e.g. ER, inpatient, etc.)

## Potential risks

- Going over budget on remodel as exact costing is challenging to prognosticate
- There should be no downtime in lab; but it may take longer than expected to operationalize new lab equipment/space

## Alternatives

- Keep current location with an HVAC fix
- Proposed solution is better because it will enable HGH to perform more tests with better quality equipment, and better patient/staff satisfaction

## Capital Budget

Type	Dept#	Department	Asset	Quarter	FY2022	FY2023	FY2024	FY2025	FY2026
Equip	6900	Laboratory	Advia Hematology Analyzer	Q2	\$65,000				
Equip	6900	Laboratory	Advia Hematology Analyzer	Q2	\$65,000				
Equip	6900	Laboratory	Biosafey Cabinet Hood					\$11,500	
Equip	6900	Laboratory	Blood Bank Workstation				\$8,000		
Equip	6900	Laboratory	Laxco Compound Microscope	Q2	\$9,300				\$9,300
Equip	6900	Laboratory	Microbiology Microscan	Q2	\$11,000				
Bldg	6900	Laboratory	Remodel, includes infusion center	Q2	\$2,100,000				
Equip	6900	Laboratory	Siemens Chemistry Analyzer	Q2	\$113,000				
Equip	6900	Laboratory	Siemens Chemistry Analyzer	Q2	\$113,000				
Equip	6900	Laboratory	Siemens Clinic Microscopy Analyzer			\$31,000			
Total:					\$2,476,300	\$31,000	\$8,000	\$11,500	\$9,300
									<b><u>\$2,536,100</u></b>



## Test Menu

# Atellica Solution

For use  
in the  
U.S. only



Flexible, scalable, automation-ready immunoassay and clinical chemistry analyzers engineered to deliver control and simplicity so you can drive better outcomes

Experience the power of the Atellica® Solution, featuring patented bidirectional magnetic sample transport technology, the flexibility to create over 300 customizable configurations, and a broad assay menu with proven detection technologies.



## Chemistry

### Diabetes

Fructosamine  
Hemoglobin A1c (Enzymatic)

### Drugs of Abuse/Toxicology

6-Acetylmorphine (6-AM)\*  
Acetaminophen  
Amphetamines  
Barbiturates, Urine  
Barbiturates, Serum\*  
Benzodiazepines, Urine  
Benzodiazepines, Serum\*  
Buprenorphine\*  
Cannabinoids (THC)  
Cocaine Metabolite  
Ecstasy  
Ethyl Alcohol  
Fentanyl†  
Lysergic Acid Diethylamide (LSD)\*  
Methadone  
Methadone Metabolite (EDDP)  
Methaqualone\*  
Opiates  
Oxycodone  
Phencyclidine  
Propoxyphene  
Salicylate  
Tricyclic Antidepressants\*

### General Chemistry

Alanine Aminotransferase (ALT)  
Alanine Aminotransferase (P5P)  
Albumin (BCG)  
Albumin (BCP)  
Alkaline Phosphatase  
Ammonia  
Amylase  
Aspartate Aminotransferase (AST)  
Aspartate Aminotransferase (P5P)  
Bilirubin, Direct  
Bilirubin, Total  
Calcium (Arsenazo)  
Calcium (CPC)  
Carbon Dioxide  
Chloride  
Cholesterol  
Cholinesterase  
Creatine Kinase  
Creatinine  
Creatinine (Enzymatic)  
Gamma-Glutamyl Transferase (GGT)  
Glucose (Hexokinase)  
Glucose (Oxidase)  
HDL Cholesterol  
Iron  
Lactate  
Lactate Dehydrogenase (L-P)  
LDL Cholesterol  
Lipase  
Magnesium  
Microalbumin

Pancreatic Amylase  
Phosphorus  
Potassium  
Sodium  
Total Iron Binding Capacity (TIBC)  
Total Protein  
Total Protein, Urine  
Triglycerides  
Urea Nitrogen (BUN)  
Uric Acid

### Immunosuppressant Drugs

Tacrolimus

### Specific Proteins

α1-Acid Glycoprotein (AAG)  
α1-Antitrypsin (AAT)  
Antistreptolysin O (ASO)  
Apolipoprotein A-1  
Apolipoprotein B  
β-2 Microglobulin  
Ceruloplasmin†  
Complement C3  
Complement C4  
CRP  
CRP, High Sensitivity  
Cystatin C  
Free Light Chain kappa\*  
Free Light Chain lambda\*  
Haptoglobin  
Immunoglobulin A (IgA)  
Immunoglobulin G (IgG)  
Immunoglobulin M (IgM)  
Lipoprotein(a)  
Prealbumin  
Rheumatoid Factor (RF)  
Transferrin

### Specimen Validity Testing

Creatinine\*  
Nitrite\*  
Oxidant\*  
pH\*  
Specific Gravity\*

### Therapeutic Drug Monitoring

Amikacin\*  
Caffeine\*  
Carbamazepine  
Digoxin  
Gentamicin  
Levetiracetam††  
Lidocaine  
Lithium  
Methotrexate†  
N-Acetylprocainamide (NAPA)  
Phenobarbital  
Phenytoin  
Procainamide  
Theophylline  
Tobramycin  
Valproic Acid  
Vancomycin

[siemens-healthineers.us/atellicasolution](https://siemens-healthineers.us/atellicasolution)

\*Alliance application manufactured and distributed by Siemens Healthcare Diagnostics Inc.

†Alliance application manufactured by third party, distributed by Siemens Healthcare Diagnostics Inc.

††Under development. Not commercially available. Future availability cannot be guaranteed.

**SIEMENS**  
**Healthineers**



# Atellica Portfolio of Laboratory Products

Engineered by Siemens Healthineers to deliver control and simplicity so you can drive better outcomes.

Tighter control of your lab, simplified workflow, and more time to focus on driving better business and clinical outcomes—that's the promise of our Atellica® portfolio of laboratory products.

# Control. Simplicity. Better Outcomes.

## Atellica Solution Test Menu



### Immunoassay

#### Anemia

Active-B12  
EPO  
Ferritin  
Folate  
RBC Folate  
Vitamin B12

#### Autoimmune

Anti-CCP

#### Bone Metabolism

Intact PTH  
Vitamin D Total

#### Cardiac

BNP  
CKMB  
High-Sensitivity Troponin I (TnIh)  
Myoglobin  
NT-proBNP<sup>‡</sup>

#### Diabetes

C-Peptide  
Insulin

#### Growth

Growth Hormone (hGH)<sup>‡</sup>  
IGFBP-3<sup>‡</sup>  
IGF-1<sup>‡</sup>

#### Hepatitis

Anti-HBe<sup>‡</sup>  
Anti-HBs 2  
HAV IgM  
HAV Total  
HBc IgM  
HBc Total  
HBeAg  
HBsAg II  
HBsAg Confirmatory  
HCV

#### HIV

HIV 1/O/2 Enhanced (EHIV)\*\*  
HIV Ag/Ab Combo (CHIV)\*\*

#### Immunosuppressant Drugs

Cyclosporine  
Everolimus<sup>‡</sup>  
Sirolimus<sup>‡</sup>

#### Inflammation

IgE, Total  
IL-6<sup>‡</sup>  
LBP<sup>‡</sup>

#### Metabolic

ACTH<sup>‡</sup>  
Cortisol  
Homocysteine

#### Oncology

AFP  
BR 27.29  
CA 125II<sup>‡</sup>  
CA 15-3<sup>‡</sup>  
CA 19-9<sup>‡</sup>  
Calcitonin  
CEA  
Complexed PSA  
Free PSA<sup>‡</sup>  
PSA  
Serum HER-2/neu

#### Reproductive Endocrinology

Androstenedione<sup>‡</sup>  
Anti-Mullerian Hormone (AMH)<sup>‡</sup>  
DHEAS  
Enhanced Estradiol  
FSH  
hCG  
LH  
PIGF<sup>‡</sup>  
Progesterone  
Prolactin  
sFLT-1<sup>‡</sup>  
SHBG  
Testosterone II

#### Sepsis

Procalcitonin (PCT)

#### Special ID

EBV-EBNA IgG<sup>‡</sup>  
EBV-VCA IgG<sup>‡</sup>  
EBV-VCA IgM<sup>‡</sup>  
Syphilis  
Zika Test<sup>‡</sup>

#### Therapeutic Drug Monitoring

Digitoxin  
Digoxin

#### Thyroid

Anti-TG  
Anti-TPO  
Free T3  
Free T4  
Thyroglobulin (Tg)<sup>‡</sup>  
Total T3  
Total T4  
TSH3-Ultra  
T Uptake

#### TORCH

CMV IgG  
CMV IgM<sup>‡</sup>  
Herpes-1 IgG<sup>‡</sup>  
Herpes-2 IgG<sup>‡</sup>  
Rubella IgG  
Rubella IgM  
Toxoplasma IgG  
Toxoplasma IgM

<sup>‡</sup>Under development. Not commercially available. Future availability cannot be guaranteed.

<sup>§</sup>CA 125II, CA 15-3, and CA 19-9 are trademarks of Fujirebio Diagnostics, Inc.

\*\*Assay developed, manufactured, and sold by Siemens Healthcare Diagnostics Inc. for Ortho Clinical Diagnostics, Inc. and Grifols Diagnostic Solutions Inc.

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ARCHITECTURAL NEXUS, Inc  
archnexus.com

## Project Summary

### SALT LAKE CITY

2505 East Parleys Way  
Salt Lake City, Utah 84109  
T 801.924.5000

### SACRAMENTO

930 R Street  
Sacramento, California 95811  
T 916.443.5911

May 14, 2021

### Codes:

USP 795, 797, 800  
2012 IBC, Including ANSI A117.1 - 2009  
2012 UPC  
2012 UMC  
2011 NEC  
2012 IFC  
2009 IECC  
2012 NFPA 101/99  
2018 FGI

### Existing Space:

2,075 SF for the Lab  
1,919 SF for the Oncology/Infusion Clinic  
Renovation within the 50,563 SF of Building 1  
First Floor of One Story, Fully Sprinklered  
Occupancy: I-2  
Construction: IIIA and V-1 Hour

### Project Summary:

The existing lab has outgrown their current space and is looking to expand. The age of the lab is also a factor in this new work. The space list details the growth necessary for their expanded capacity and services to truly support this facility. Future growth has been factored in to service a budding oncology program as well. This project incorporates proper space and flow for their existing equipment, some new equipment and a new hood relocated from pharmacy. The overall design intent for this new space is clear views of the entire lab to allow for maximum visibility regardless of where you are working. The phlebotomy area's main concern is privacy and dignity for their patients. This new space allows for the continued ease of access to the lab as well as some fully private space for children, sick and at risk patients. Storage both dry and refrigerated has been right sized to allow for a more open lab space with no tall shelving in the center spaces. The existing space is within a hospital that has had a number of additions over the years. Some of the thick bearing walls surrounding this area as well as the angled entry area that was just filled in evidence of this. There have been some updates to the building systems but as you will see the age and capacity of most requires new systems to serve this system intense space. The Sonoma conference room is also being converted to support both the lab expansion and the additional needed offices for administration. Full Lab scope, including system and structural changes, can be reviewed in the Lab Feasibility Study document issued on March 31, 2021.

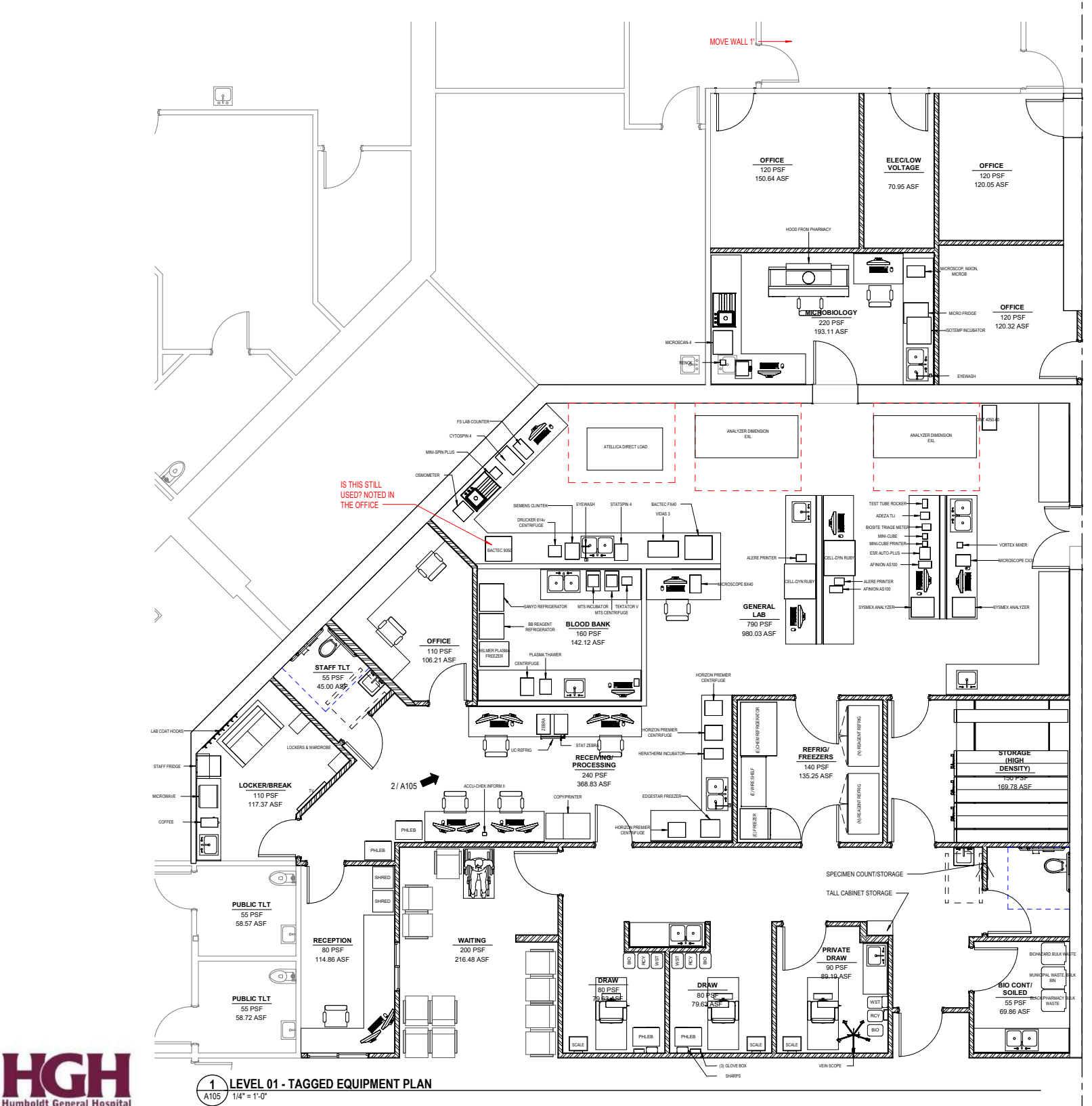
Upon completion and sign-off of the Lab from the state, the existing lab area will be renovated to support outpatient oncology and infusion. This space will support up to six patients in private and semi-private rooms and bays with the required staff and patient support areas, any remaining space will be used to support the adjacent departments.

### Budget:

Based on some industry partners that have provided a rough budget for this work, we are in agreement that the estimated costs should be within **\$2,400,000 to \$3,600,000** for this work. **Please note:** the market is extremely volatile right now. A number of construction materials are on back order, delay or are just scarce or costly, this includes labor, as such the price could be affected, we have done our best working with industry partners to provide a budget with enough contingency to cover this but ultimately we do not control the market.



EQUIPMENT PLAN



GENERAL NOTE - EQUIPMENT PLAN

- A. SEE INTERIOR ELEVATIONS A250 SERIES FOR ADDITIONAL EQUIPMENT LOCATIONS.
- B. VERIFY ROUGH-IN REQUIREMENTS FOR OWNER SUPPLIED EQUIPMENT, NOTIFY ARCHITECT IN CASE OF DISCREPANCY.
- C. PROVIDE ROBE HOOKS, EQ NO. 1-HOKRBE, BEHIND ALL EXAM, OFFICE, TOILET AND STAFF LOUNGE DOORS AS SHOWN ON G001. AT LEAST ONE HOOK IN ADA EXAM ROOMS, STAFF LOUNGES AND TOILETS TO BE MOUNTED AT ADA HEIGHT.
- D. ALL EQUIPMENT NOTED 'TBD' IF FOLLOWED BY A MANUFACTURER/MODEL IN PARENTHESIS IS AN ASSUMPTION FOR BASIS OF DESIGN AT THIS SCHEMATIC LEVEL.



2 3D VIEW FROM RECEIVING TO LAB



EQUIPMENT PLAN  
SCALE: 1/4" = 1'-0" DATE: 02/05/2021

20067: LAB RENOVATION

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Figure 1.2: Alta Survey

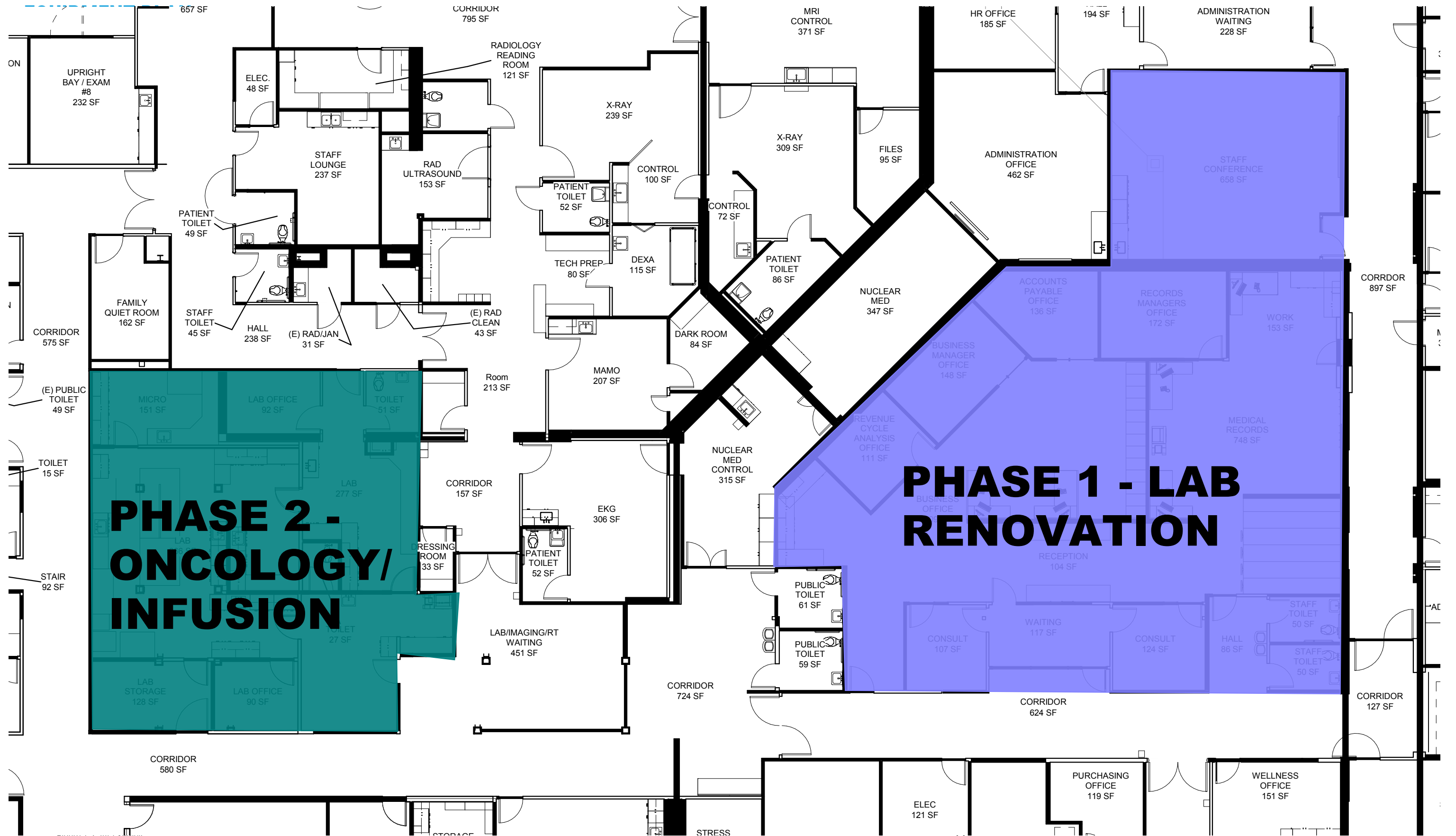


Figure 1.2. Aida Solvey

# Humboldt General Hospital

Lab Renovation

May 13, 2021



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Infusion		Existing?		Remodel				ARCH   NEXUS
Code	Description	Qty	Total	Qty	NSF	Total	Comments	
Patient Support							Repurpose Imaging/Lab to be Imaging/Infusion? Expand or renovate?	
	Waiting	2	197		20	-	Existing next to Waiting	
	Toilet	2	118		60	-	New reception for waiting or utilize lab FTE?	
	Reception			1	100	100		
	Sub-total Patient Support:		315			-		
General								
	Bay			0	70	-	70 SF min clear floor	
	Cubicle			4	80	320	80 SF min clear floor	
	Room			1	100	100	100 SF min clear floor	
	All Room			1	100	100	not required; determined by ICRA	
	Patient toilet			1	60	60	at least (1) in infusion area	
	Patient storage			6	10	60	where provided locate in treatment area	
	Sub-total General:		-			580		
Treatment Support								
	Provider Work Area			3	60	180	out of traffic and visual of all patient care stations	
	Meds			1	80	80		
	Nourish			1	80	80	drinking water provided separate from hand-washing station	
	Clean workroom or supply			1	100	100		
	Soiled workroom or hold			1	80	80	Repurpose room next the EVS	
	Equip/supply storage			1	100	100		
	Wheelchair/gurney storage			1	40	40		
	EVS			1	50	50	provided in the unit	
	Sub-total Treatment Support:		-			710		
Staff Support								
	Staff lounge	1	238			-	readily accessible	
	Staff toilet	2	47	1	60	60		
	Sub-total Staff Support:		285			60		
Total Net SF			682	1,350				
Departmental Gross Multiplier (DGSF)			1.20	1.35				
Total Gross SF			818	1,823				

1,919 SF Available



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Sacramento, California 95811  
T 916.443.5911

**SALT LAKE CITY**  
2505 East Parleys Way  
Salt Lake City, Utah 84109  
T 801.924.5000

July 7, 2021

Tim Powers  
Humboldt General Hospital  
118 E. Haskell Street  
Winnemucca, NV 89445

RE: Renovation of Lab and Infusion Addition

Dear Mr. Powers

Thank you for the opportunity to work with you on the renovation of the Lab (lab) and the new Infusion Oncology (infusion) space at Humboldt General Hospital. We are submitting this proposal for services based on what we discussed with you and the team from the Lab Feasibility study and the attached Infusion Oncology program, attached for your reference. Following is our understanding of the project scope and our proposal to complete the renovation.

### SCOPE OF SERVICES

The lab will encompass roughly 4,456 SF of main hospital and infusion will backfill into the vacated lab space of roughly 2,464 SF. We will submit this project as one phased project to the state. Please note the current cost projections, for the lab phase only, provided by the industry partners exceeds the \$2,000,000 threshold requiring a CON, we have provided some additional fee in pre-design to provide exhibits to aid you in that process. We have reduced our fee to account for the schematic work completed to date on the lab portion of the work and have included schematic work for the infusion space in Pre-Design. Our full design team will include Architecture, Interior Design, Structural, Mechanical, Plumbing and Electrical, detailed below in the compensation and schedule table are the deliverables and a description of what to expect from the design team and of what we will need from you.

### COMPENSATION AND SCHEDULE

Compensation and Schedule for the Basic Services described above are as follows:

Schedule	Design Services Description:	Owner Description	Total:
<b>Pre-Design (SD/DD)</b>			<b>\$76,525</b>
<b>8 Week(s)</b>	<b>Meetings:</b>	<b>2 (In-Person)      2 (Video)      4 (Total)</b>	
1 Week(s)	Design Team to begin creating deliverables.		
1 Week(s)	Design Team to conduct Pre-Design Meeting 1: Lab: <ul style="list-style-type: none"> <li>Present and Review Interior Finish selections, elevations and ceiling plans</li> <li>Recap of building systems and structural from feasibility narrative</li> <li>Review Life Safety concerns (applicable to both)</li> </ul> Infusion <ul style="list-style-type: none"> <li>Review program</li> <li>Present schematic plan, make adjustments live</li> </ul>	Owner to review plan and provide comments and provide update to equipment/furniture selections provided by Owner for coordination.	
1 Week(s)	Design Team to modify deliverables from Meeting 1		



Schedule	Design Services Description:	Owner Description	Total:
1 Week(s)	Design Team to conduct Pre-Design Meeting 2: Lab: <ul style="list-style-type: none"><li>Refine and finalize Interior Finish selections, elevations and ceiling plans</li><li>Review and finalize Building Systems or Structural concerns or finding</li></ul> Infusion: <ul style="list-style-type: none"><li>Review and finalize plan</li><li>Present and Review Interior Finish selections, elevations and ceiling plans</li><li>Review Building Systems or Structural concerns or finding</li></ul>	Owner to review plan and provide comments and provide update to equipment/furniture selections provided by Owner for coordination.	
1 Week(s)	Design Team to modify deliverables from Meeting 2 Design Team to assist in CON application: <ul style="list-style-type: none"><li>Provide plan exhibits for submission</li><li>Review findings and write ups and provide construction and code requirements feedback</li><li>Respond to inquiries from the Director as required</li></ul>	Owner to initiate CON process. Reference: <ul style="list-style-type: none"><li><a href="https://www.leg.state.nv.us/nrs/NRS-439A.html#NRS439ASec100">https://www.leg.state.nv.us/nrs/NRS-439A.html#NRS439ASec100</a></li><li><a href="https://dphh.nv.gov/Programs/Certificate_of_Need/Certificate_of_Need_-_Home/">https://dphh.nv.gov/Programs/Certificate_of_Need/Certificate_of_Need_-_Home/</a></li></ul>	
1 Week(s)	Design Team to conduct Pre-Design Meeting 3: Lab: <ul style="list-style-type: none"><li>Review any outstanding items</li></ul> Infusion: <ul style="list-style-type: none"><li>Refine and finalize Interior Finish selections, elevations and ceiling plans</li><li>Review and finalize Building Systems or Structural concerns or finding</li></ul>	Owner to review plan and provide comments and provide update to equipment/furniture selections provided by Owner for coordination.	
1 Week(s)	Design Team to conduct a Page Turn review of the 90% DD Deliverables with Owner	Owner to provide final comments to Arch Nexus for revision.	
1 Week(s)	Design Team to send Final DD Deliverables to Owner	Owner's written approval of final DD deliverables and authorization to proceed to next phase.	
Construction Documents (CD)			\$87,420
6 Week(s)	Meetings:	1 (In-Person)	0+As Needed (Video) 1+ (Total)
4 Week(s)	Design Team to begin creating CD deliverables. <ul style="list-style-type: none"><li>Weekly coordination with consultants</li><li>Periodic check-in with Owner to update work progress and coordinate outstanding items</li></ul>	Owner to provide final equipment/furniture selections provided by Owner's consultants for coordination.  Owner to provide front-end specifications.	
1 Week(s)	Design Team to conduct a Page Turn review of the 80-90% CD Deliverables with Owner	Owner to provide final comments to Arch Nexus for revision and final Owner consultant drawings.	
1 Week(s)	Design Team to finalize package for submission to the state	Owner to provide fees and information for application, including cost information, functional narrative, etc.	
AHJ Review and Bidding Phase			\$26,491
8-12 Week(s) (Estimated Duration)	Meetings:	1 (In-Person)	0+As Needed (Video) 1+ (Total)
3 Week(s)	Cycle 1 State Review		
1 Week(s)	Revise and resubmit drawings <ul style="list-style-type: none"><li>Review comments with Owner and consultants</li><li>Prepare response to AHJ comments</li></ul> Prepare documents for Bidding	Owner to coordinate and provide responses as required for their portion of the submission.  Owner to coordinate any plan room requirements. Electronic documents provided.	
3 Week(s)	Cycle 2 State Review, City Submission and Bidding: <ul style="list-style-type: none"><li>Submit to Winnemucca for Permit</li><li>Respond to bid RFIs</li><li>Issue Addenda for bid purposes</li></ul>	Owner to provide: <ul style="list-style-type: none"><li>Application information and fees</li><li>Final selection of Contractor</li><li>Testing Agencies/Reports</li></ul>	

<u>Schedule</u>	<u>Design Services Description:</u>	<u>Owner Description</u>	<u>Total:</u>
1 Week(s)	AHJ Approval/Building Permit received  Final Bid Review and Contractor selection	<ul style="list-style-type: none"> <li>AHJ/Development Fees</li> </ul>	
<b>Construction Phase (CA)</b>			<b>\$79,473</b>
<b>6-8 Month(s) (Estimated Duration)</b>	<b>Meetings:</b>	<b>10 (In-Person)</b>	<b>8 (Video)</b>
	Design Team to respond to contractor RFI's and submittals and inspector comments during construction	Owner to coordinate equipment/furniture installation and move in.	
	Provide and coordinate drawings changes as required by RFI, Submittal, Inspector or Owner Changes. <ul style="list-style-type: none"> <li>Drawing changes shall be evaluated on a case-by-case basis for additional scope adjustment above the included allowance of \$5,000.</li> </ul>	Owner to coordinate existing documentation and testing agency submittal and reports required by IOR or AOR.	
	Design Team to perform construction administration oversight once a month and be available by video/phone once a month for Owner/Architect/Contractor (OAC) Meetings		
	Arch Nexus to perform one final punch list visit		
	Review Contractors Close-Out package	Contractor to provide final as built drawings and other documents as required by specifications	
<b>Subtotal:</b>			<b>\$269,909</b>
<b>Estimated Reimbursable Expenses:</b>			<b>\$57,676</b>
<b>Basic Services Total:</b>			<b>\$327,585</b>

#### **Reimbursable Expenses:**

For budgetary purposes, we estimate \$57,676 in the reimbursable expenses, including the 14 in person design and construction observation meetings. While we do not anticipate using over that amount, if we find our reimbursables costs getting close, we will notify you and discuss options to either continue the work or strategize methods to reduce reimbursable expenditures. Reimbursables will include the typical items such as printing, transportation, travel time at our standard hourly rates, lodging and meals and will be passed through to you with a markup of 1.1%

#### **Additional Services:**

Additional services requested by HGH will be billed at an hourly rate in addition to this proposal upon written approval by HGH. Our current hourly rates are attached for your reference.

#### **TEAM MEMBERS**

We anticipate the above listed scope of work will involve primarily the following team members, along with some support individuals as the need arises:

Architectural: Architectural Nexus  
Kelly Schreihof, Principal in Charge  
Jessica Peterson, Associate, Project Manager  
Interior Design: Architectural Nexus  
Debra Anderson, Interior Designer  
Structural: KPFF  
Judson Williams, Principal  
Jordan Terry, Associate  
Mechanical: Van Boerum & Frank Associates, Inc.  
Jeff Watkins, Principal, Mechanical Engineer  
Jared Smith, Associate, Mechanical Engineer  
Electrical: Spectrum Engineers  
Peter Johansen, Principal, Project Manager  
Scott Smock

Thank you for the opportunity to work with your organization.

If this lab and infusion renovation proposal is agreeable and is in line with the services that you expect from us, please sign and date below and return a copy indicating approval for us to proceed. We will draft a separate contract for each of the above listed scopes of work.

Signature of approval/  
authorization to proceed \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for inviting us to be part of the team. We look forward to working with Humboldt General Hospital to help you give the best care to the community you serve. Please contact Kelly Schreihofner or myself if you have any questions or concerns.

Thanks,

A handwritten signature in black ink, appearing to read 'Kelly', followed by a long horizontal flourish and a period.

Kelly Schreihofner, Principal