

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

DECEMBER 28, 2021

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE ROOM

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

HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NEVADA 89445

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

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

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

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

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

A. CALL TO ORDER

B. PUBLIC COMMENT

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

C. TRUSTEE COMMENT

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

D. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS

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

1. Medical Staff report – Chief of Staff
 - a) COVID update
2. MedX report – Bill Hammargren
3. Administration report
 - a) EMS update – Andrew Loveless
 - b) Patient portal - Jackie Wilson
 - c) CEO report – Robyn Dunckhorst

E. CONSENT AGENDA

(The Board is expected to review, discuss and take action on this agenda item. The items may be approved in a single motion; however, upon Board member request, any consent item may be

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

December 28, 2021

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moved to the discussion portion of the agenda and other action, including postponement or denial of the item, may take place.)

1. Board meeting minutes for: October 26, 2021 and, November 23, 2021.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Jeffrey Meter, MD, Provisional-Orthopedics; Scott Curtis, MD, Provisional-OBGYN; Conrad Roberson, DO, Provisional-OBGYN; Zia Khan, MD, Consulting-Cardiology; and, Ryan Hodnick, DO, Consulting-Emergency Medicine/EMS Medical Director.

F. FINANCIAL REPORTS

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

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

G. BUSINESS ITEMS-OTHER REPORTS

(The agenda items in this section are for discussion and for possible action. The action may consist of approval, disapproval, acceptance, rejection, authorization, adoption, recommendation, review, referral to staff, or any other action as appropriate. The items may be heard in any order and at any time unless a time is specified; two or more items may be combined for consideration; an item may be removed from the agenda; or, discussion relating to an item may be delayed at any time. The general public has the opportunity to comment after each item on the agenda on which action may be taken is discussed by the Board, but before the Board takes action on the item. Public comment is generally limited to three (3) minutes per person.)

1. Hospital Administration / request for approval of professional services employment agreement with Scott Curtis, MD for OB/GYN services / Administration
2. Hospital Administration / request for approval of professional services employment agreement with Conrad E Roberson, MD for OB/GYN services / Administration
3. Hospital Administration / request for approval of professional services employment agreement with Trenton Argyle, DO for family practice services / Administration
4. Hospital Administration / Hospital District fiscal year 2020-2021 financial report and audit of District budget funds, accounts and financial operations / Dingus Zarecor & Associates-CFO-Administration
5. Hospital Administration-Accounting-Radiology / determination that the Source Ray portable x-ray machine formerly used for the Burning Man event as is no longer needed for public or district use and authorization for disposal of the property / Administration-Radiology Manager

H. TRUSTEE COMMENTS-STAFF REPORTS

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

I. PUBLIC COMMENT

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

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

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

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

Notice: The Executive Assistant at the Administration Office located at Humboldt General Hospital, 118 E. Haskell Street, Winnemucca, Nevada, telephone number 775-623-5222 extension 1123, is the designated person from whom

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

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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.

EMS Department Update

- Veterans Day Parade
- FTEP Course (Field Training and Evaluation Program)
- Car Seats have been moved to by appointment only.
- Lowry Highschool Career Fair
- Surviving responder course in Reno. Free Course put on by Nevada Donor Network.
- Riddle Family Presentation to EMS and Flight Crew.



HGH
Humboldt General Hospital

Thank you, Humboldt General EMS and flight crew for taking care of me November 30, 2020. You made sure you took every pre-caution to get me to the next level of care at the most difficult time of my life. I have been pushing 100% to overcome my injuries. I am grateful, determined, strong, and blessed to have so many people in my life supporting me.

Thank you!

Corey Riddle and Family
#222

<p>EMS Crew Jordan Kohler Alan Stroeve Skylar Yost Mike Sharpe</p>	<p>Flight Crew Brad Kitts Aimee Kendall Mike Saylor</p>
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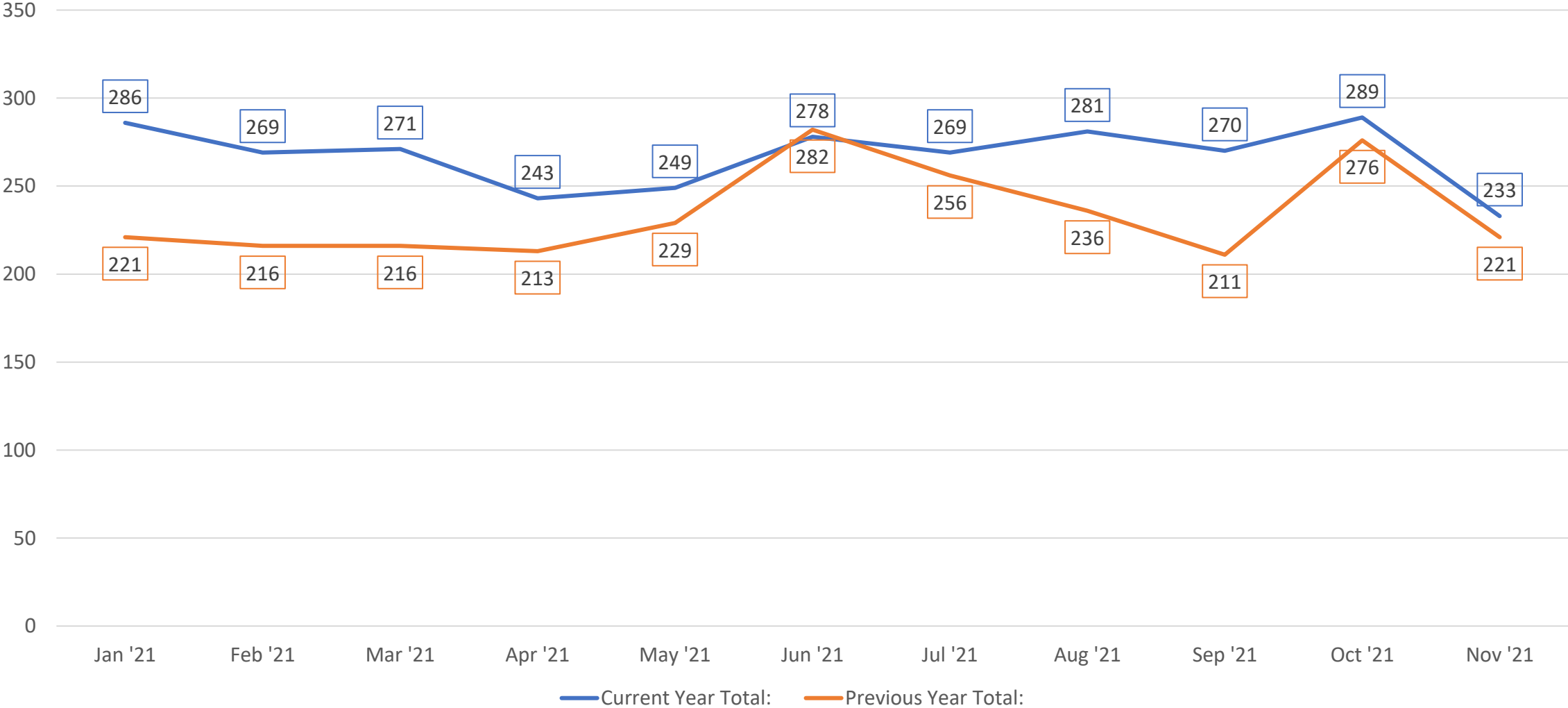
EMS Fleet Status—Command/Support Vehicles

Year	Make	Model	Current Mileage	Previous Mileage	Mileage Change	Operational Status
2009	Ford	Crown Vic	204,832	204,789	43	Fully operational
2016	Dodge	Durango	96,473	95,989	484	Fully operational
2017	Ford	Explorer	46,150	44,836	1,314	Fully operational
2015	Dodge	3500	36,737	36,737	0	Transmission Problems. Awaiting Parts for repair
				Total:	1,798	

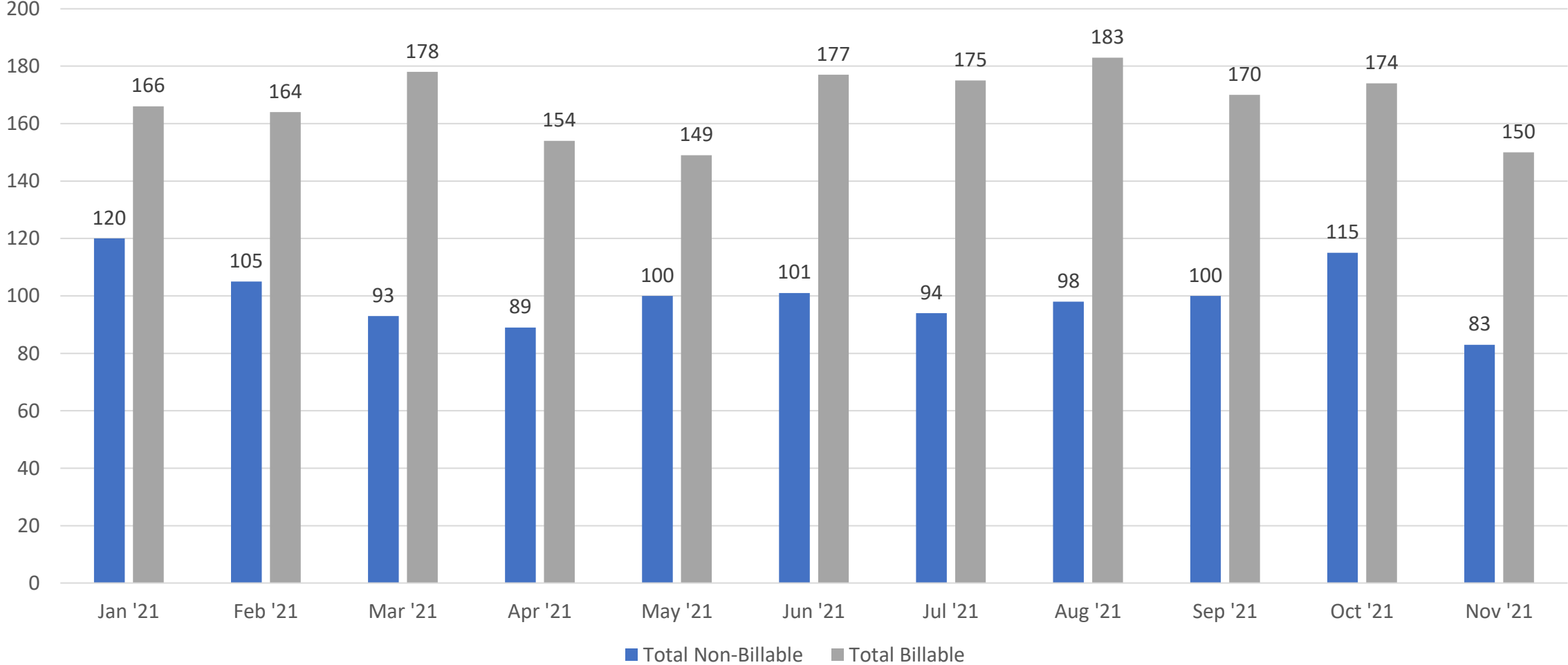
EMS Fleet Status—Ambulances/Rescue

Unit	Year	Make	Model	Current Mileage	Previous Mileage	Mileage Change	Designation/Use	Operational Status
M1	2018	Dodge	5500	66,413	64,336	2,077	Winnemucca Ambulance	Fully operational
M2	2018	Dodge	5500	68,700	68,580	120	Winnemucca Ambulance	Fully operational
M3	2017	Dodge	5500	96,981	95,596	1,385	Winnemucca Ambulance	Fully operational
M4	2015	Freightliner	Truck	433,465	430,767	2,698	Interfacility transfers	Fully Operational
M6	2001	Ford	F-350	228,271	228,271	0	Back-up/Stand-by's	Fully operational
RA11	2010	Spartan	Rescue	59,366	59,161	205	Rescue Ambulance	Fully operational
R12	2016	SVI	Rescue	6,522	6,499	23	Heavy Rescue	Fully operational
9802	2019	Ford	F-450	25,273	24,597	676	Orovada Ambulance	Fully operational
2636	2020	Ford	F-450	7,067	7,050	17	Winnemucca Ambulance	Fully operational
D6	1996	Ford	E-350	78,197	78,026	171	Stand-by's, off road calls, pulls UTV	Fully operational
						Total:	7,372	

TOTAL RUNS BY MONTH



NON-BILLABLE VS BILLABLE RUNS BY MONTH



Standby/Outreach Events

11 Total Events Covered in the month of November

Standby events

- Rodeo – 3 Events
- Motocross Desert Race – 2 Event
- Turkey Trot Marathon -1 Event

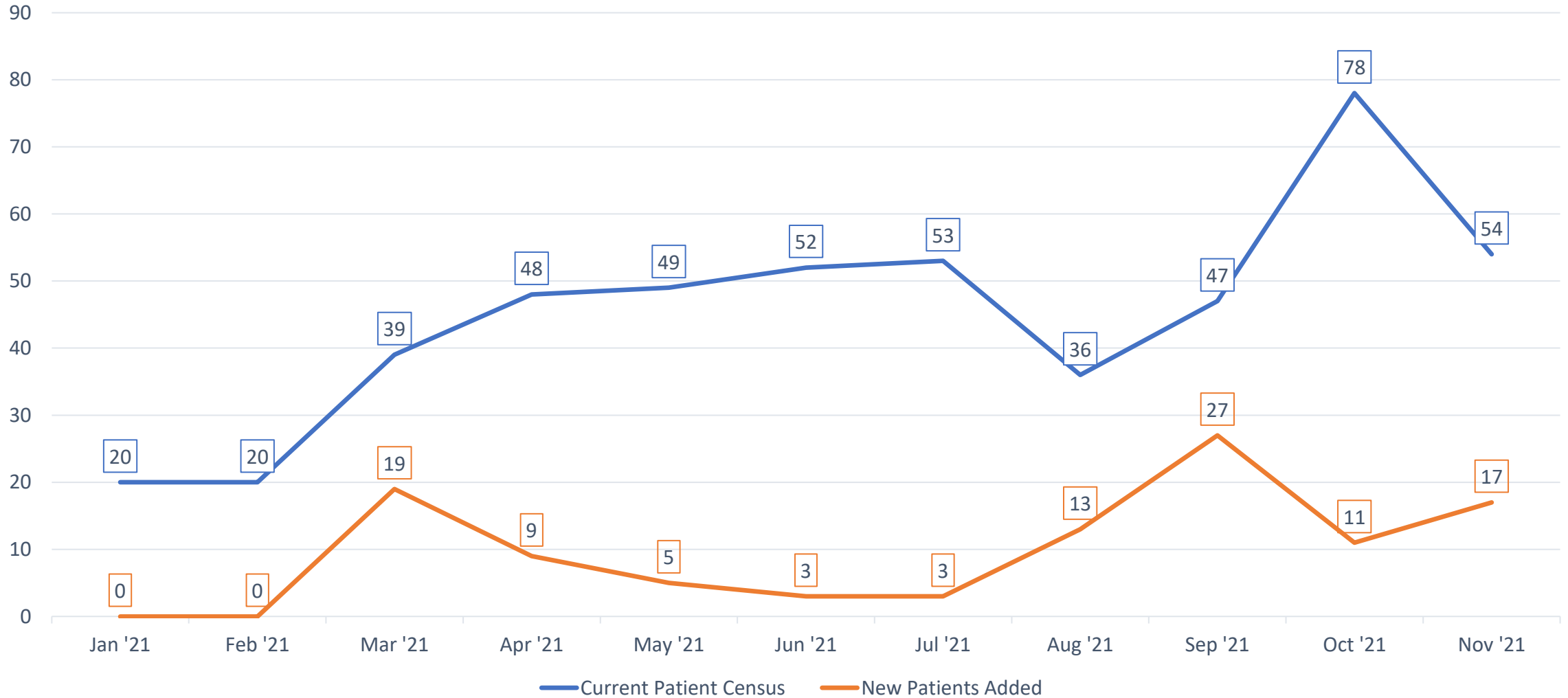
Outreach Events

- Veterans Day Parade
- Career Fair
- Senior Blood Pressure Checks
- Career Fair at Lowry Highschool

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

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

Community Paramedic Patient Volume



**Humboldt General Hospital
Board of Trustees Meeting
Date: December 28, 2021
Agenda item: Patient Portal update**

Purpose: The patient portal allows users to access their health information from encounters at Humboldt General Hospital. There have been multiple concerns about the functionality of the portal and a patient's ability to access their account. As we have taken a detailed look at the portal, it was discovered that tasks that a patient expected to perform, like sending a message to their provider, didn't function as expected. Modifications have been made to the portal to remove confusing and flawed functions to improve the patient experience. As we have taken a detailed look at the portal, we have discovered additional functionality that we think patient should enjoy, such as the ability to download the HealthLife app to access the portal from a smartphone. It is our goal for patients to have a consistently positive experience and assist in troubleshooting individual issues.



December 28, 2021

Board of Trustees
Ref: Medical Staff Meeting

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

Provisional:

- Jeffrey Meter, MD Provisional-Orthopedics
- Scott Curtis, MD Provisional-OBGYN
- Conrad Roberson, DO Provisional-OBGYN

Appointment:

- Zia Khan, MD Consulting-Cardiology
- Ryan Hodnick, DO Consulting-Emergency Medicine/EMS Medical Director

Reappointment:

- None

Below details additional information on each Medical Staff file:

- **Jeffrey Meter, MD** earned his Doctor of Medicine from Hahnemann University in Philadelphia in 1989. Dr. Meter completed a transitional internship with Letterman Army Medical Center in 1990. By 1997, Dr. Meter completed his residency training in Orthopedic Surgery with Walter Reed Army Medical Center. He also completed two fellowship trainings, one in Spine Surgery and one in Trauma. Dr. Meter initially earned his board certification in Orthopedics with the American Board of Orthopedic Surgeons in 1999 and is maintaining this certification. He has been practicing as an orthopedic surgeon since 1997 mainly in California. Dr. Meter was most recently working with Bristol Health in Connecticut since 2019. Dr. Meter will be joining Humboldt General Hospital January 3, 2022 as our employed Orthopedic Physician.
- **Scott Curtis, MD** earned his Doctor of Medicine from Ross University School of Medicine in 2012. In 2012, Dr. Curtis earned his certification through the Educational Commission for Foreign Medical Graduates. Dr. Curtis completed his internship in OB-GYN with Rochester General Hospital from 2012 to 2013 and his residency in OB-GYN with Aultman Hospital through North Eastern Ohio Medical School from 2013 to 2016. Dr. Curtis earned his board certification in general Obstetrics and Gynecology through the American Board of Obstetrics and Gynecology in 2018 and is maintaining this certification. He has worked with Northeastern Nevada Regional Hospital in Elko, NV and was most recently with Prevea Women's Health Care in Sheboygan, WI. Dr. Curtis will be joining Humboldt General Hospital January 10, 2022 as one of our employed OBGYN Physicians.



- **Conrad Roberson, DO** earned his Doctor of Osteopathic Medicine from New York College of Osteopathic Medicine in 1999. From 1999 to 2000, Dr. Roberson completed his track internship on OBGYN with Riverside Osteopathic Hospital and then went on to complete his OBGYN residency with Henry Ford Wyandotte Hospital from 2000 to 2003. Dr. Roberson is board certified in Obstetrics and Gynecology through the American Osteopathic Board of Obstetrics and Gynecology. He was initially certified from 2006 to 2012 and was recertified in 2021. Dr. Roberson has been practicing as an OBGYN physician since 2003 between Elko, NV and Las Vegas, NV. Currently he is working at a private practice, Northern Nevada OBGYN in Elko, NV. Dr. Roberson will be joining Humboldt General Hospital January 3, 2022 as one of our employed OBGYN Physicians. He was granted temporary privileges to provider coverage for December 22, 2021.
- **Zia Khan, MD** earned his Bachelor of Medicine and Bachelor of Surgery from Aligarh Muslim University in 1985. Dr. Khan earned his Educational Commission for Foreign Medical Graduates certification in 1989. He completed a one-year Rotatory Internal Medicine internship with the University of Cincinnati Medical Center from 1990 to 1991. He then went on to complete his Internal Medicine residency from 1990 to 1993 and a clinical fellowship in Cardiology from 1993 to 1996. From 1996 to 1997, Dr. Khan served as a fellow in Invasive and Interventional Cardiology at the University of Louisville Medical Center. He holds current American Board of Internal Medicine certifications in Cardiovascular Disease and Interventional Cardiology. He has been working as a Cardiologist since 1997 and has been with Desert Cardiovascular Consultants since 2006. Dr. Khan will be joining Humboldt General Hospital as a visiting physician. He was granted provisional privileges in December 2020 and June 2021 and has not accumulated enough charts for the review process for Active staff. A category switch to Consulting staff will better suit the role Dr. Khan will have.
- **Ryan Hodnick, DO** earned his Doctor of Osteopathic Medicine from Des Moines University in 2010. From 2010 to 2013, Dr. Hodnick completed his Emergency Medicine residency with the University of Nevada School of Medicine and was Chief resident from 2012 to 2013. After his residency, Dr. Hodnick completed a fellowship training in Emergency Medical Services with the University of New Mexico School of Medicine. He is board certified in Emergency Medicine through the American Board of Emergency Medicine and was initially certified in 2014. Dr. Hodnick also holds current certifications in NRP, ATLS, ACLS, BLS, and PALS. Dr. Hodnick has held numerous Medical Director positions in Nevada and New Mexico. He has also practiced as an Emergency Medicine physician and provided coverage for Humboldt General Hospital through Envision from 2018 to 2019. Dr. Hodnick will be joining Humboldt General Hospital as the EMS Medical Director.

Thank you,
Jessica Villarreal
Medical Staff Credentialing Coordinator

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

November 30, 2021-- FISCAL YEAR 2022

ACCOUNTS FOR:	G/L ACCT. #:	LOCATION HELD:	ACCOUNT.#:	BALANCES:
Cash Drawers	10100	Safe/Business Office/Clinics	Cash Drawers(12)	2,775
General Fund Checking	10000	Wells Fargo Bank	3828	(2,016,782)
Tax Account	10005	Wells Fargo Bank	925	16,602
Payroll Checking	10010	Wells Fargo Bank	3836	(32,542)
General Fund Investment	10020	Wells Fargo Bank	6671	158,592
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	4,009
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,958
SNF Patient Trust	10035	Wells Fargo Bank	0021	23,660
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,914
Investment Trust	10030	Wells Fargo Bank	6500	10,608,514
LGIP Savings	10025	NV State Treasurer	#xxxGHO	5,797,540

HGH TOTALS: 14,584,240

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

SUBMITTED & SIGNED:

Kim Plummer, CFO

PROFESSIONAL SERVICES AGREEMENT

(PHYSICIAN EMPLOYMENT)

This Professional Services Agreement (the "Agreement"), made and entered into effective the 15th day of January, 2021 by and between the District (as defined below) and Scott Curtis, M.D., FACOG (the "Physician" or "Employee"):

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

PHYSICIAN: **Scott Curtis, MD, FACOG**
N6793 Rivermor Drive
Sheboygan, WI, 53083
Mr.scottcurtis@gmail.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 Obstetrician/Gynecologist 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 Obstetric and Gynecological Services collectively referred to herein ("OB/GYN Services") 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 OB/GYN 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

All terms and conditions contained in Agreement are subject to Humboldt County Hospital District Board approval.

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 **January 10, 2022** ("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 OB/GYN 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 OB/GYN Services in the District's Labor and Delivery (iv) to patients admitted to the Emergency Room ("ER"); (v) to patients at District health care-medical facilities in outlying Humboldt County; (vi) for on-site medical supervision of OB/GYN Services provided by the District at the Clinic, including nursing and ancillary personnel assigned to the clinic; and (vii) administrative responsibilities and maintenance of patient medical records.

a) Accept and provide OB/GYN 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 OB/GYN Services 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 OB/GYN 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 work two (2) weeks per month with 24 hour on-call availability during the two (2) weeks on-site. Physician will hold clinic hours three (3) to five (5) days and one (1) day of surgery based on patient volume and need.

3.3 Location(s) for Services. Physician shall provide the Services at Hospital, District's affiliated clinics, and such other locations as reasonably assigned by District 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 OB/GYN 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.

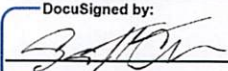
13. INDEMNIFICATION. Physician agrees to defend, indemnify and hold harmless District from any and all claims, suits, damages, fines, penalties, judgments, liabilities and expenses (including reasonable attorney(s) fees and court costs) arising from Physician's (i) negligent, reckless, or willful act 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.

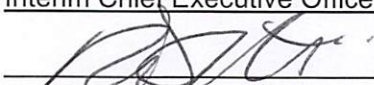
14. REGULATORY COMPLIANCE. The parties understand and intend that this Agreement complies with all applicable laws as they shall be amended, including but not limited to 42 U.S.C. §§ 1320a-7a, 1320a-7b, 1395nn, NRS 439B.425, and their accompanying regulations. The Agreement shall be interpreted to facilitate 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: Scott Curtis, MD, FACOG
Signature: 
Date: 11/3/2021

DISTRICT: Name: Robyn Dunckhorst
Title: Interim Chief Executive Officer
Signature: 
Date: 11/4/21

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

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

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

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

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

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

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

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

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

I. DEFINITIONS/TERMS. The capitalized terms used in this Agreement with reference to HIPM or any other federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation. As used in this Agreement, the term: (i) "Physician" shall include, when the context requires inclusion, all Physician associates, subcontractors and agents of Physician used to provide services or carry out OB/GYN 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**

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 Seven Hundred Eighty-two Thousand Six Hundred Dollars (\$782,600) 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. **Payment.** District shall pay the compensation according to District's normal payroll period.

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

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

4.1 **Relocation Assistance.** District will loan Physician up to Six Thousand Dollars (\$6,000) 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) per month for temporary housing for he and his family for up to six (6) months following the Commencement Date.

4.2 **Payment of current Retention Bonus.** District will Physician a net amount of Thirty Thousand Dollars (\$30,000) for repayment of retention bonus with current employer.

4.3 **Repayment of Recruitment Incentive(s).** 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.

Benefit	Eligibility	Description	Who Pays
Group Health Insurance	Full Time only. Effective date of Hire. Caution: The only other time to enroll on plan is during Open Enrollment or if change in family status occurs.	\$750 deductible, 80%/20% co-insurance, \$4000 max out of pocket \$25.00/\$50.00 Co-pay	HGH & Employee
Group Health Insurance HSA	Full Time only. Effective date of Hire. Caution: The only other time to enroll on plan is during Open Enrollment or if change in family status occurs.	\$3,000 deductible \$3,000 max out of pocket	HGH & Employee
Dental Insurance	Full Time only. Effective date of Hire. Caution: The only other time to enroll on plan is during Open Enrollment or if change in family status occurs.	\$25 deductible, 90%/10% co-insurance, \$2,000 maximum annual benefit, 50% to \$1000 Orthodontia Lifetime Max	HGH & Employee
Vision Insurance	Full Time only. Effective date of Hire. Caution: The only other time to enroll on plan is during Open Enrollment or if change in family status occurs.	\$10 Copay Annual exam, \$130 benefit toward lenses, Frame every 24 months, Contacts every 12 months.	HGH & Employee
Paid Time Off (PTO)	Accrues from date of hire.	52 hours available annually to be used for vacation, holidays and short-term illness/injury. 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 29.75% of eligible earnings). Under the Employee/Employer plan, the employee and employer share in the contribution to PERS (currently 15.5% 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>			

PROFESSIONAL SERVICES AGREEMENT

(PHYSICIAN EMPLOYMENT)

This Professional Services Agreement (the "Agreement"), made and entered into effective the 1st day of Jan., 2022 by and between the District (as defined below) and Conrad E. Roberson, DO (the "Physician" or "Employee"):

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

PHYSICIAN: Conrad E. Roberson, DO
369 Parkchester Drive
Spring Creek, NV 89815
Robersonconrad@gmail.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 Obstetrician/Gynecologist 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 Obstetric and Gynecological Services collectively referred to herein ("OB/GYN Services") 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 OB/GYN 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

All terms and conditions contained in Agreement are subject to Humboldt County Hospital District Board approval.

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 **January 3, 2022** ("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 OB/GYN 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 OB/GYN Services in the District's Labor and Delivery (iv) to patients admitted to the Emergency Room ("ER"); (v) to patients at District health care-medical facilities in outlying Humboldt County; (vi) for on-site medical supervision of OB/GYN Services provided by the District at the Clinic, including nursing and ancillary personnel assigned to the clinic; and (vii) administrative responsibilities and maintenance of patient medical records.

a) Accept and provide OB/GYN 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 OB/GYN Services 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 OB/GYN 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 work two (2) weeks per month with 24 hour on-call availability during the two (2) weeks on-site. Physician will hold clinic hours three (3) to five (5) days and one (1) day of surgery based on patient volume and need.

3.3 Location(s) for Services. Physician shall provide the Services at Hospital, District's affiliated clinics, and such other locations as reasonably assigned by District 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 professional time to the practice of medicine as an employee of District pursuant to §3.2 "Physician Hours" of this Agreement. District recognizes Physician has and will maintain current practice in Elko. 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 OB/GYN 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.

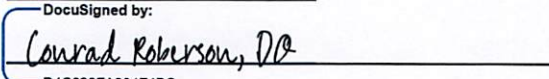
13. INDEMNIFICATION. Physician agrees to defend, indemnify and hold harmless District from any and all claims, suits, damages, fines, penalties, judgments, liabilities and expenses (including reasonable attorney(s) fees and court costs) arising from Physician's (i) negligent, reckless, or willful act 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.

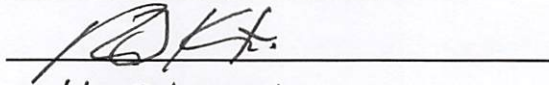
14. REGULATORY COMPLIANCE. The parties understand and intend that this Agreement complies with all applicable laws as they shall be amended, including but not limited to 42 U.S.C. §§ 1320a-7a, 1320a-7b, 1395nn, NRS 439B.425, and their accompanying regulations. The Agreement shall be interpreted to facilitate 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: Conrad E. Roberson, DO
Signature: 
Date: 11/23/2021

DISTRICT: Name: Robyn Dunckhorst
Title: Interim Chief Executive Officer
Signature: 
Date: 11/23/2021

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

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

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

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

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

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

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

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

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

I. DEFINITIONS/TERMS. The capitalized terms used in this Agreement with reference to HIPM or any other federal or state law or regulation shall have the meaning ascribed to such term in the law or regulation. As used in this Agreement, the term: (i) "Physician" shall include, when the context requires inclusion, all Physician associates, subcontractors and agents of Physician used to provide services or carry out OB/GYN 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**

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 Seven Hundred Eighty-four Thousand Seven Hundred Fifty Dollars (\$784,750) per year based on Physician Hours in §3.2 above, 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. Compensation for Additional Coverage. Should Physician's hours exceed that in §3.2, District shall pay Physician Four Thousand Three Hundred Dollars (\$4,300) for each additional day of coverage.

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

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

4. Recruitment Incentives. District shall provide Recruitment Incentives to Physician as follows:

4.1 Relocation Assistance. District will loan Physician up to Six Thousand Dollars (\$6,000) 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) per month for temporary housing for his and his family for up to six (6) months following the Commencement Date.

4.3 Repayment of Recruitment Incentive(s). 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.

Benefit	Eligibility	Description	Who Pays
Group Health Insurance	Full Time only. Effective date of Hire. Caution: The only other time to enroll on plan is during Open Enrollment or if change in family status occurs.	\$750 deductible, 80%/20% co-insurance, \$4000 max out of pocket \$25.00/\$50.00 Co-pay	HGH & Employee
Group Health Insurance HSA	Full Time only. Effective date of Hire. Caution: The only other time to enroll on plan is during Open Enrollment or if change in family status occurs.	\$3,000 deductible \$3,000 max out of pocket	HGH & Employee
Dental Insurance	Full Time only. Effective date of Hire. Caution: The only other time to enroll on plan is during Open Enrollment or if change in family status occurs.	\$25 deductible, 90%/10% co-insurance, \$2,000 maximum annual benefit, 50% to \$1000 Orthodontia Lifetime Max	HGH & Employee
Vision Insurance	Full Time only. Effective date of Hire. Caution: The only other time to enroll on plan is during Open Enrollment or if change in family status occurs.	\$10 Copay Annual exam, \$130 benefit toward lenses, Frame every 24 months, Contacts every 12 months.	HGH & Employee
Paid Time Off (PTO)	Effective date of hire.	52 hours available annually to be used for vacation, holidays and short-term illness/injury. 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 29.75% of eligible earnings). Under the Employee/Employer plan, the employee and employer share in the contribution to PERS (currently 15.5% 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>			

PROFESSIONAL SERVICES AGREEMENT

(PHYSICIAN FULL TIME EMPLOYMENT)

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

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

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

RECITALS

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

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

AGREEMENT

All terms and conditions contained in Agreement are subject to Humboldt County Hospital District Board approval.

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

1. **PHYSICIAN SERVICES/TERM.** Hospital shall utilize Physician on a full-time basis for the period commencing August 1, 2022 ("Commencement Date") and ending July 31, 2025 (the period beginning August 1, 2022 and ending July 31, 2023 and the subsequent one-year periods beginning August 1 and ending July 31 may each be referred to as an ("Agreement year"), subject to the terms and conditions herein, it being understood the Commencement Date may be

adjusted to a different mutually agreed date pending Physician completion of the resident program at the District Facilities and issuance to Physician of a Nevada license to practice medicine. The Physician shall devote Physician's professional efforts to performance of this Agreement and, to the extent it does not interfere with Physician's performance of any duty or obligation hereunder, Physician may, without advance consent of the District: (i) accept work with and provide services to the Hospital ER services independent contractor; and (ii) serve as a preceptor and other roles to enhance the District Facilities resident program. Any non-District Facilities work by Physician may only be provided with the advance consent of the District. For purposes of this Agreement, the Physician shall be an "exempt" employee under applicable federal and state wage and hour laws, not eligible for overtime compensation or benefits.

2. PHYSICIAN DUTIES.

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

b. Personally provide to the District Facilities resident program: (i) up to four (4) one-half ($\frac{1}{2}$) days per month of structured teaching and supervision (clinical setting precepting, administrative supervision, etc.); and, (ii) up to two (2) one-half ($\frac{1}{2}$) days per month of didactics, which will typically be scheduled on Friday afternoon.

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

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

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

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

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

h. Provide cross-coverage for patients of other District physicians in rural health clinic upon request. Requests for cross-coverage for patients of other than District

physicians shall be at the discretion and arrangement of the District, with the concurrence of the Physician, and District shall attempt to provide reasonable advance notice of such requests.

i. Meet the standards required by District, including the standards of practice of Hospital medical staff and the standards required by this Agreement, appropriate licensing agencies, including the State of Nevada, and any other relevant community standards.

3. PHYSICIAN HOURS.

a. **At Clinic.** Except while engaged in rendering direct patient care at the District Facilities or participating in CME (section 5.b. herein) and residency training and education (section 5.c. herein), Physician shall be available as scheduled in the Clinic for a full-time practice, defined as a minimum average of forty (40) hours per four (4) day work week and forty-six (46) weeks per Agreement year. The Clinic schedule will be determined by the Hospital administration, in consultation with the Physician, based on anticipated patient demand and the needs of the District, with reasonable effort to accommodate Physician's scheduling preferences; however, the schedule is subject to change based on District needs and/or patient demand.

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

4. COMPENSATION.

a. **Base Compensation.** District shall pay Physician a base compensation salary of Two Hundred Sixty Thousand Dollars (\$260,000) per Agreement year. There may be an adjustment to the base salary depending on the PERS (as herein defined) retirement plan selected by Physician. The base salary is paid in equal biweekly payments on the District's regular salary and wage payment schedule.

b. **Resident Stipend.** District shall pay Physician One Thousand Dollars (\$1,000) per month beginning December 2021 and ending July 2022.

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

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

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

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

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

e. 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.

f. Cost of living increase. District shall pay Physician a two percent (2%) increase to Base Salary annually for the term of Agreement.

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

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

7. POLICIES.

a. Professional. Physician shall comply with all obligations of professional staff appointees as described in the District's medical staff bylaws, medical staff rules and regulations, Hospital and Clinic policies and procedures and the personnel handbook relevant to

professionals utilizing District Facilities, as amended from time to time. Nothing in this Agreement shall obligate the District to take favorable action on Physician's application or reapplication for professional staff appointment or clinical privileges. District shall retain the right to process all such applications and any suspensions, terminations or restrictions of staff appointment or clinical privileges in accordance with District's normal standards and procedures.

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

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

8. PRACTICE RESTRICTION OR CLOSURE. Authorization by the Hospital administration shall be required prior to any material change, restriction, or closure of Physician's practice.

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

10. DISTRICT DUTIES.

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

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

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

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

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

f. Assistance with Information Sharing. Physician will be applying for state student loan repayment programs. Hospital staff will agree to coordinate with those government agencies overseeing the physician's loan repayment and to provide the patient information required by their policies. Such information includes inspection of patient visitation schedules, physician office hours, financial and other records documenting that health services are being provided for patients unable to pay, financial and other records documenting that the requirements for participation in the Medicare and Medicaid programs are being fulfilled, and other documents relating to the conduct of the practice. All these exchanges of information with government loan repayment authorities will abide by HIPAA regulations to ensure patient privacy.

11. BILLING/RECORDS.

a. Billing/Assignment. Physician assigns to District all of Physician's right, title and interest to payment from or on behalf of patients or other recipients of professional services rendered by Physician or under Physician's supervision during the term of this

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

b. Medical Records. Physician shall create and maintain accurate, complete, comprehensible and timely records of all care rendered. Such records shall be in a format approved by the District and shall be and remain the property of the District. The District shall provide reasonable transcription service for Physician record keeping. Patient records shall not be removed from the District custody without District's written consent. For purposes of this Agreement, "timely" means: (i) within two (2) business days after services are rendered, for written diagnosis notes, indication of procedures performed notes, indication of level of care notes, outpatient notes and progress notes; (ii) within one (1) business day of receipt and review, for lab results and radiology results; and, (iii) within four (4) business days, for completion of history and physicals upon admission and for completion of discharge summaries upon discharge.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Physician is eligible to participate in Medicare and Medicaid and has never been denied participation, restricted or charged with any program violation by those administering

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

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

e. or challenge.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Termination. This Agreement and the employment of Physician may be terminated as follows:

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

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

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

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

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

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

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

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

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

b. Material Breach. Either party may terminate this Agreement before its expiration based on a material breach of this Agreement by the other party if it has given written notice to the party in breach describing the breach, and within thirty (30) days after the giving of such written notice the breaching party has not cured the breach and provided reasonable assurances

that the breach will not be repeated. No opportunity to cure shall be required for any second breach by a party and termination may be made effective on giving of the second notice.

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

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

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

At the effective date of termination, all rights, duties and obligations of District and Physician under this Agreement shall terminate except: (i) District shall compensate Physician for services performed by the Physician for which compensation is due but has not been received; (ii) in the event Physician is indebted to District for amounts due under this Agreement or other obligations between the parties, District may offset such indebtedness against any amounts due Physician from the District; and, (iii) the records access and retention of files (section 11.e.), the confidentiality (section 11.f.), the non-competition covenant (section 21), and the release (section 22) provisions shall continue to bind the parties.

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

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

22. Release. Upon any termination under this Agreement and upon acceptance of all

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

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

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed effective as of the beginning of the term on the day and year set opposite their respective signatures.

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

HOSPITAL: Name: Robyn Dunckhorst
Title: Interim Chief Executive Officer
Signature: _____
Date: _____

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

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

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

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

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

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

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

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

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

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

day observed as a legal holiday for Nevada state governmental offices under the Nevada Revised Statutes.

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

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

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

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

N. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and there are no terms, promises, conditions. Inducements, representations or warranties. express or implied, other than as herein set forth. This Agreement and the other

instruments attached hereto or herein referred to supersede any prior discussions, contracts or agreements of the parties pertaining to the subject of this Agreement.

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

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

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

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

If, in the opinion of counsel for the District, changes in federal or state statutes or regulations, or court interpretations of statutes or regulations applicable to District, render this Agreement or any of its provisions illegal, or significantly impair or restrict District's entitlement to reimbursement for services rendered by Physician, the parties shall negotiate in good faith to eliminate the illegality or adverse reimbursement effects occasioned by such changes while maintaining the intended effect of this Agreement as nearly as possible. If the parties are unable to reach agreement or if, in the opinion of counsel for the District, it is not possible to eliminate the illegality or adverse reimbursement effects through mutual agreement, District may terminate this Agreement on fifteen (15) days written notice to Physician. In the event of termination under this section, the parties shall be relieved of all obligations each to the other pursuant to this Agreement from the date of termination, except as provided in Section 8 herein.

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

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

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

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

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

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

EXHIBIT "B"
TO
AGREEMENT FOR PHYSICIAN EMPLOYMENT:
BENEFITS

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

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

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

**EXHIBIT “C”
TO
AGREEMENT FOR PHYSICIAN EMPLOYMENT:
BALANCED SCORECARD**

BALANCED SCORECARD FOR DR. ARGYLE

— HUMBOLDT GENERAL HOSPITAL —				
MISSION	To be helpful and care for those in need.		Values	ICARE (Integrity, Compassion, Accountability, Respect, Excellence)
	KEY PERFORMANCE INDICATORS	TARGETS	Notes	
FINANCIAL	Total work RVU's	> 2,000 annually		
	No Show Rate	< 20% annually	Avg no-show rate for FP nationally is 19%	
	Visits Per Day	> 15 visits/day after 1st year		
Quality Measures	Overall patient satisfaction	>75 Percent	Utilize CG-CAHPS Surveys	
	Cervical Cancer Screening	Above national standards		
	Breast Cancer Screening	Above national standards		
	Osteoporosis Screening	Above national standards		
	Colon Cancer Screening	Above national standards		
Citizenship	Hospital Committee	Sit on at least 1 Hospital Committee		
	Medical Staff	Participate in >75% of Medical Staff Meetings		
	Community Outreach	Sports Physical and Car Seat Safety Fair; other activities as available		
Giving Back	Teaching Residents	Provide teaching opportunities to residents		
	Recruitment of Providers	Be available and willing to recruit providers as needed		

Surplus Request: Source Ray Burning Man Portable

- Not in use since Burning Man 2018
- Tried to use it in the COVID unit April 2020, was not consistent with image quality or startup
- PM and repair did not make the portable more reliable
- NV State inspection revealed unacceptable artifact and scatter.

Humboldt General Hospital

Source Ray Burning Man Portable

- End of service/end of life
- No service contract
- Fully depreciated-no loss on the books
- Purchased and placed in service March 2014 for \$61,750
- \$500 annual NV state license fee
- \$375 annual Physicist Inspection
- There is no need to replace at this time.

Humboldt General Hospital