

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

SEPTEMBER 24, 2019

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE
ROOM

JoAnn Casalez - Chairman
Michelle Miller - Secretary
Bill Hammargren - Member
Jennifer Hood - Member
Gene Hunt - Member
Ken Tipton - Member-Humboldt
County Commissioner

HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NEVADA 89445

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

MEETING DATE: Tuesday September 24, 2019
MEETING TIME: 5:30 pm
MEETING PLACE: Sarah Winnemucca Conference Room
Humboldt General Hospital
118 E Haskell St, Winnemucca, Nevada
PLACES POSTED: in Winnemucca, Nevada at:
Humboldt General Hospital, 118 E Haskell Street
Humboldt County Courthouse, 50 W Fifth Street
Winnemucca City Hall, 90 W Fourth Street
Humboldt County Library, 85 E Fifth Street
United States Post Office, 850 Hanson Street
www.hghospital.org <https://notice.nv.gov>
PERSON POSTING: Alicia Wogan

A. CALL TO ORDER

B. PUBLIC COMMENT

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

C. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS

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

1. Medical Staff report – Chief of Staff
2. Administration report – CEO
 - a. Presentation/report from Envision – CEO Scroggins and Dr. Johns
 - b. Quarterly Security report – EMS Director
 - c. Cerner project report – CFO
 - d. CEO report

D. CONSENT AGENDA

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

1. Board meeting minutes August 27, 2019.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Roger Brecheen, M.D., Active Staff-OB/GYN; Lawrence Shank, M.D., Active Staff-Orthopedics; Anthony Sciascia, M.D., Active Staff-ER; Eric Stirling, M.D., Active Staff-ER; Robert Westling, M.D., Active Staff-Family Practice; William Beckman, M.D., Active Staff-OB/GYN; Rommel Adajar, M.D., Provisional Staff-Internal Medicine; Stephanie Nainani, M.D., Provisional Staff-OB/GYN; Andrew Wesely, M.D., Provisional Staff-Pain Management; and, Michael Andrews, Provisional Staff-Anesthesiologist.

E. FINANCIAL REPORTS

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

1. August 2019 financial reports
2. Warrants disbursed - Monthly expenditures

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

September 24, 2019

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F. BUSINESS ITEMS-OTHER REPORTS

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

1. Hospital Administration-EMS / proposal to purchase eleven new cardiac monitors to replace outdated-unsupported cardiac monitors / EMS Director-Administration
2. Hospital Administration-Radiology / proposal to purchase Carestream interface for Cerner project in the amount of \$110,000 / CFO-Administration
3. Hospital Administration-Pharmacy / proposal to purchase casework for pharmacy remodel project / Administration-Pharmacy Director
4. Hospital Administration / proposal to engage the professional services of and enter into an agreement with CTA Architects to provide design and other services for the cafeteria remodel project / Administration-Owners Representative
5. Hospital Administration / proposal to engage the professional services of and enter into an employment agreement with Subha Rajan, M.D. to provide family practice and obstetrics services / Administration
6. Hospital Administration / proposal to engage the professional services of and enter into an independent contractor agreement with Shane Draper, Ltd. to provide podiatry services / Administration

G. TRUSTEE COMMENTS-STAFF REPORTS

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

H. PUBLIC COMMENT

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

Notice: The Executive Assistant at the Administrator's Office located at Humboldt General Hospital, 118 E. Haskell Street, Winnemucca, Nevada, telephone number 775-623-5222 extension 1123, is the designated person from whom a member of the public may request the supporting material for the meeting and the Administrator's Office is the location where the supporting material is available to the public.

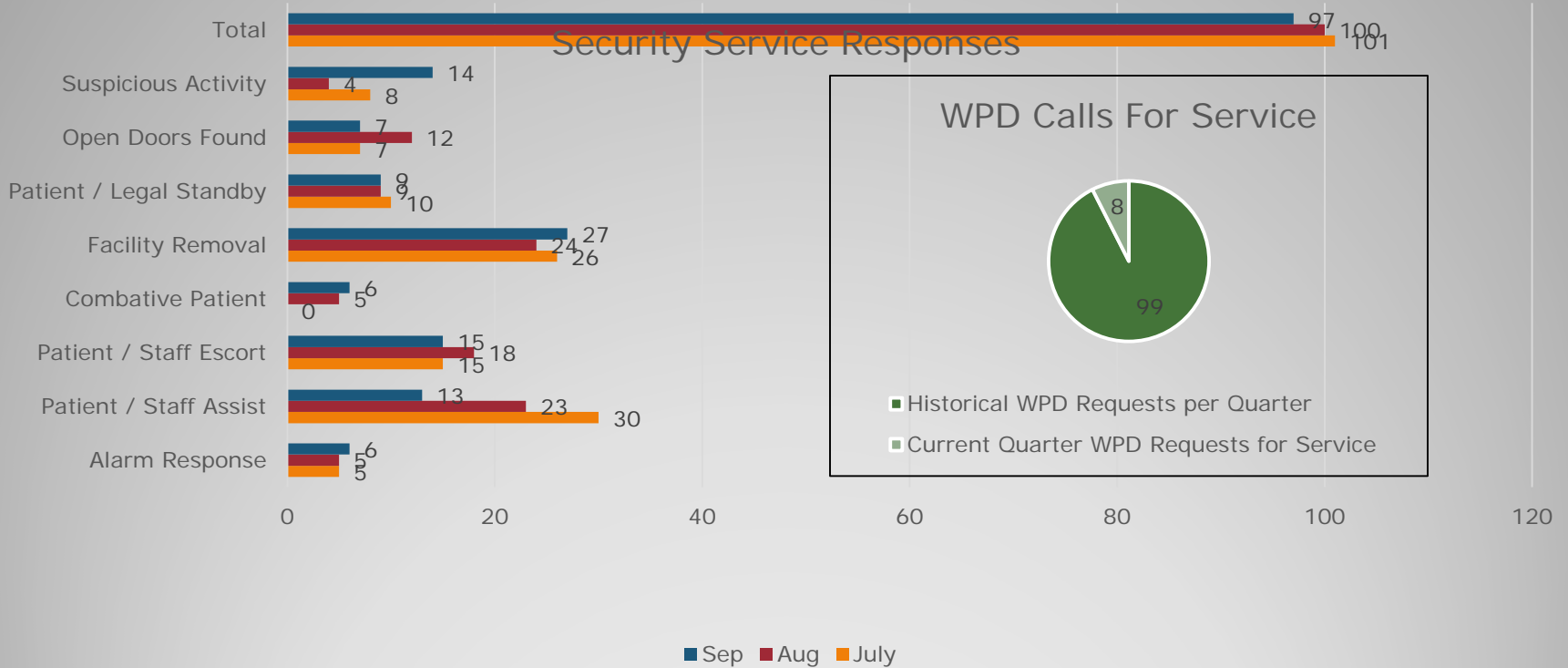
Notice: By law a public body may receive information from legal counsel regarding potential or existing litigation involving a matter over which the public body has supervision, control, jurisdiction, or advisory power and such gathering does not constitute a meeting of the public body.

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














Jul - Sep 2019 Security Report



Security Service Responses



Humboldt General Hospital

Metric	Current Status	Previous Status	Summary
Overall			<p>Overall the project is in very good health. The Humboldt team has done an excellent job in meeting all deliverables timely. They have been fully engaged and have maintained a very positive attitude on the project.</p> <p>The first Integration Testing event's successes and areas for improvement have been reviewed, and both the Humboldt and Cerner teams will work together to improve future testing events to ultimately set us up for a successful go-live.</p>
Staffing			<p>Currently no major staffing issues have been reported. Some on the project have several roles in the organization and we will need to monitor these to avoid any risks. A monitor is currently being kept on the pharmacy department to ensure we do not jeopardize our current timeline.</p>
Client Education			<p>The Train the Trainer event was held the week of July 9th. Competency checklists have been introduced and progress will be monitored to ensure proficiency in the system. In addition, Cerner will continue to send over a weekly user utilization report that shows user activity in the system. The expectation has been set that all Super Users will have their competencies signed off on or before the completion of the Integration Testing 2 event.</p>
Project Scope			<p>Sales orders for PowerChart Touch, Digitrax and Patient Kiosk are currently being reviewed by the Humboldt team. Decisions were recently made to implement LTC RevCycle/Ameracare, as well as to document ambulance services in Cerner. These two areas should be tested during the upcoming Integration Testing events. It appears that there will not be adequate time for the reference lab to be implemented on time due to lack of engagement with Quest, however this will not jeopardize our current timeline, as there is a work around should it not be ready for the November 11th go-live.</p>
Project Timeline			<p>Timeline on currently on track. The next event is the Humboldt internal Integration Testing 1.5 event that will be facilitated the week of September 9, 2019.</p>
Technical			<p>The Humboldt team has begun the testing of all printers and will work to complete this over the next few weeks. Parameter testing of the LMDI/BMDI devices took place the week of September 2nd and Cerner build in Production has begun. The ipads for eSignature were received by the Humboldt team and documentation has been sent out on generating access codes.</p>
Financial			<p>No risks to report this cycle.</p>

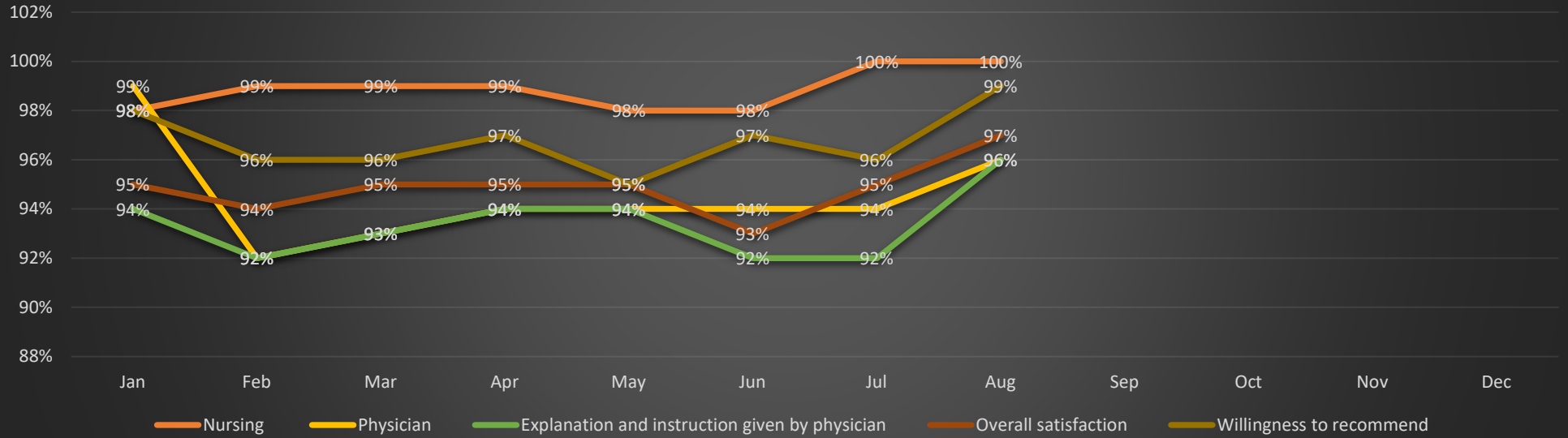
HUMBOLDT GENERAL HOSPITAL
Quality Report Summary
September 2019

Qualitick continues to monitor the Emergency Room satisfaction scores gathered at time of service. January through August 2019 is shown on this monitor and results represent Satisfied and Very Satisfied responses.

Qualitick has set their benchmark to reach 25% of all emergency department patients or about 150 per month. Year-to-date, the response average is 196.5 per month.

Survey Questions:	Year-To-Date Satisfaction Rate – Benchmark 93%
Nursing – How satisfied were you with the level of care shown by the nursing staff?	99%
Physician – How satisfied were you with level of care shown by your Doctor?	95%
How satisfied were you with the explanations and instructions the physician gave on what to do when you get home?	93%
Overall, how were you satisfied with your visit today?	95%
Would you recommend our Emergency Department, its doctors and staff to provide care to family and friends?	97%

Patient Satisfaction Survey Emergency Room



Month	Nursing	Physician	Explanation and instruction given by physician	Overall satisfaction	Willingness to recommend
Jan	98%	99%	94%	95%	98%
Feb	99%	92%	92%	94%	96%
Mar	99%	93%	93%	95%	96%
Apr	99%	94%	94%	95%	97%
May	98%	94%	94%	95%	95%
Jun	98%	94%	92%	93%	97%
Jul	100%	94%	92%	95%	96%
Aug	100%	96%	96%	97%	99%
Sep					
Oct					
Nov					
Dec					



MAKING TRACKS



News and notes from the Humboldt-Cerner Express | Train Stop: August 6-8, 2019

Integration Testing 1—

HGH begins testing the system



From Tuesday, August 6, through Thursday, August 8, the **Humboldt-Cerner Express** made its next train stop toward conversion of HGH's Electronic Health Record software system. Super Users and Subject Matter Experts gathered to test the new system by following "test patients" as they moved through the hospital's departments and clinics. As always, Cerner consultants were on hand to troubleshoot and provide continued guidance. Then, August 13-15, our patient accounting department finished up the testing by dropping "bills" for the "test patients" that the rest of the staff had worked on the week before.

Congratulations!

Some of our staff members have won some great prizes as they've traveled the Humboldt-Cerner Express!

- **Kylie Lewis** won two movie tickets as part of the "Mid-Journey Train Stops" scavenger hunt on July 31.
- **Khan Gillespie** won a \$20 Caf  RX gift card as part of a drawing for staff who filled out Cerner feedback cards during July.
- **Shavon Bellows** won a \$20 Caf  RX gift card as part of a drawing for those who were recognized on the Cerner feedback cards for doing a great job on the Cerner project.
- **Lan Thai, Lupe Diaz and Janet Sturtz** each won a \$20 Caf  RX gift card for being the high utilizers on the Cerner system for July.

We will have drawings from August through October for those who fill out Cerner feedback cards, for those who are recognized on the cards, and for those who are recognized as Cerner high utilizers.

Thank you!

There are so many unsung heroes in the Cerner conversion process, but one group we especially want to recognize is Humboldt General Hospital's dietary team. This group has worked so hard and so compassionately to deliver lunches, dinners, breakfasts and snacks to keep our Super Users and Subject Matter Experts fueled and, at times, to help our entire staff celebrate our progress. These extra efforts have been on top of dietary's already busy schedule and we just want them to know how much we appreciate all they do!



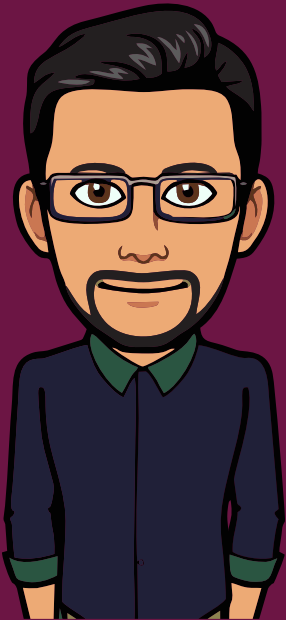
Feedback wanted —

Progress mural, feedback cards

A mural located next to the Respiratory Department shows the Humboldt-Cerner Express's journey from Bootcamp/Leadership Alignment in April to Conversion in November. Stop by and check it out to view past successes and next steps. While you're there, be sure to fill out one of the Cerner feedback cards. You may share your feelings about the conversion process, cite any concerns and even recognize co-workers for their above-and-beyond efforts.

Parth Kothari: Risk Manager

Cerner Superpower: Able to mitigate escalations in one fell swoop!



Favorite Foods: Chipotle, chipotle, chipotle!

Fun Fact: Good with numbers

Movie Title for Life: "Inception"

Max-Out Credit Card Store: Amazon

Bucket List: Wants to continue to travel the world

Nerdiest Hobby: Reads healthcare articles

Hope for HGH: "Oversee a successful Cerner implementation!"

Cerner nominees —

Staff recognizes "extra mile"

HGH's staff is doing a great job using Cerner Software Conversion Feedback cards to recognize co-workers who have gone above and beyond. Here are July's nominees:

- Stephanie Dins for "working hard to keep us informed of meeting dates and times."
- Lonnie Hammargren for "all he does to keep us on track."
- Lonnie Hammargren for "doing a great job."
- Lorrie Meiron for "always being upbeat about the conversion. Her enthusiasm for the program rubs off on others."
- Shavon Bellows for "always getting us pumped for Cerner and telling us the benefits of Cerner."

New email for Cerner Project Q&A

Humboldt General Hospital has an email dedicated to the Cerner conversion process. Staff may email to ask questions, express concerns or address other issues. Please email cerner@hghospital.org.

Last Train Stop —

Integration Testing 1

August 6-8, super users and subject matter experts began testing the new Cerner system. Up until this point, our SUs and SMEs have been learning the system and working with Cerner to configure it to HGH's needs. During Integration Testing 1, SUs and SMEs made sure everything is built correctly by following "test patients" through pre-determined scenarios. Since Cerner is an integrated system, scripts will try to transition the patient between multiple departments to make sure data is flowing as expected. The patient accounting team followed our "test patients" to test the billing cycle the week of August 13-15.

Next train stop —

Integration Testing 1.5

The next major step of the Cerner implementation is Integration Testing 1.5. Similar to our previous event, our SUs and SMEs will chart on "test patients" in the new system, but some of the test scenarios will be changing. At IT1.5, we are emphasizing something called "parallel testing" by creating test scenarios that closely mimic past patient charts so that we can make sure our charges are accurate. This time, our Cerner consultants will not be onsite, but we will have our past experience from IT1 to guide us. Most departments will be testing on September 10-12, with financial testing occurring the following week on September 17-19.

Please note —

Forums cancelled

The Cerner Forums scheduled for 5 a.m. and noon Wednesday, October 16, have been cancelled. That decision was made after minimal participation at the previous two forums. However, Wipfli Project Manager Nick Thate says that's not a bad thing; it's a very positive sign that HGH's super users and subject matter experts are helping staff with questions, concerns and the steps that will help launch the system. Questions and concerns can still be addressed by emailing cerner@hghospital.org. Feedback cards, located near the progress mural in the main hallway, can also address issues. "We are still here to help in any way," assured Nick.

**HUMBOLDT GENERAL HOSPITAL
DISTRICT BOARD OF TRUSTEES
AUGUST 27, 2019 REGULAR MEETING
SARAH WINNEMUCCA CONFERENCE ROOM**

BOARD PRESENT:

JoAnn Casalez, Chairman
Michelle Miller, Secretary
Bill Hammargren, Member
Gene Hunt, Member
Ken Tipton, County Comm. Member

Kent Maher, Legal Counsel

BOARD ABSENT:

Jennifer Hood, Member

MEDICAL STAFF PRESENT:

Paul Gaulin, M.D.
C. Robert Westling, M.D.
Ludwig Kroner, M.D.
James Langevin, M.D.

STAFF PRESENT:

Karen Cole, Interim CEO
Darlene Bryan, CNO
Sandi Lehman, CFO
Duane Grannis, Maintenance Director
Rick McComb, Interim IT Director
Lisa Andre, Quality Director
Rick Roche, Interim HR Director
Jason Mercier, Revenue Cycle Director
Robert Johnson, Practice Administrator
Kim Plummer, Controller
Alicia Wogan, Executive Assistant
Diane Klassen, Radiology Manager
Theresa Bell, Materials Management Manager
Kanjana Gillespie, Accounts Payable
Jeanette Grannis, PAD
David Simsek, Pharmacy Manager
Lorrie Merion, OB Manager

GUESTS:

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

CALL TO ORDER:

Board chairman Casalez called the August 25, 2019 board meeting to order at 5:30 p.m.

Casalez introduced and welcomed Joseph Ricioli, D.O. and Yatin Dhir, D.O. as the new residents.

PUBLIC COMMENT:

Lewis Trout commented on the past observance of 9-11 by EMS. Trout suggested no decision should be made on the status of Dr. Li until the medical board makes a decision on the administrative matters.

MEDICAL STAFF – HOSPITAL DEPARTMENT REPORTS:

Great Basin College Foundation update – Matt McCarty

Matt McCarty, Great Basin College Foundation representative, said an architect firm was chosen earlier today to provide the predesign services for the Great Basin College Winnemucca Health Sciences Technology building. The architect is confident that the \$7 million budget should be adequate to complete the facility. The solicitation for proposals to construct the facility will be issued in early 2020 and it is expected the groundbreaking will occur in June or July 2020. The college enrollment numbers are up, which is very reassuring for the future. McCarty thanked the Hospital District for its generosity.

Medical Staff report:

Chief of Staff Gaulin stated he was present at Dr. Li's sentencing yesterday. Li received the minimum sentence following a guilty plea. Gaulin said there are still patients in Winnemucca dealing with chronic pain, and pain management services would be helpful. Gaulin said the hospital needs to look at a second CRNA on the staff. Call schedules should be considered when entering into new contracts. Gaulin complimented EMS on the skill exercised in the transportation of a trauma patient.

Administration Department report:

CFO Lehman advised the two ambulances which were loaned to Reno Fire have been returned.

Practice Administrator Johnson said the hospital is looking at offering OB/GYN clinic care at the Fort McDermitt reservation, noting there is funding available for such services. The goal is to prevent patients from showing up at the hospital ready to deliver and there has been no prenatal care. Board member Hammargren asked about the funds owed to the hospital by tribal members. Johnson stated they are expecting the delinquencies to be caught up prior to staffing a clinic. Hammargren asked how many patients have presented with no prenatal care.

Johnson advised that Dr. Janhunen (pediatrics) is seeing twenty plus patients a day and is now scheduling about a month out.

Interim CEO Cole reported: Dr. Alex Curtis (FPOB) is expected to start on September 3; Dr. Rommel Adajar (Internal Medicine) plans to be here on October 7; she is working on the itinerary for a physician site visit September 15-17; a physician is available in 2020 who has a physician spouse and she is working to have them participate in a site visit; and, a physician currently practicing in the State of Washington whose husband is a paramedic is also looking at possible employment. Cole reported that the Cerner electronic health records project is about three months from completion. Wipfli has been a big help and staff has been working very hard on the project, particularly the lab and the pharmacy. Cole commented on the Medicaid long term care billing and the Cerner partnership with Americare. Board member Hammargren asked if enough funds were allocated for all the Cerner project costs. Cole said two interfaces which were not previously identified will have to be purchased. The estimate for Carestream interface is \$110,000. There are data migration funds which will not be used in the amount of \$50,000 and money set aside for extra staffing will result in about \$175,000 in extra funds. There is no plan to seek additional budget funds at this time.

Maintenance Director Grannis commented it's great to have the Sletten team back for the pharmacy remodel project which is going well. The demolition is about complete and they are framing walls. There have been no infection control issues.

Cole stated Human Resources is working hard to go live with Optimum as soon as possible, although the issues with procuring data from Medhost continue. The goal is to be done before January, 2020. Staff is working with a broker from NRHP to solicit quotations for health insurance.

An additional CRNA staff person will be here on September 16, 2019. The position was not budgeted but the savings from not spending money on locums has helped.

CONSENT AGENDA:

The board considered the consent agenda consisting of the June 25, 2019 board meeting minutes and the Medical Staff applications for appointments, reappointments, provisional and temporary privileges

for: Veronica Janhunen, M.D., provisional-Pediatrics; Kermit Brunelle, M.D., provisional-Pediatrics; Joel McReynolds, M.D., provisional-Internal Medicine; Michael Odom, M.D., provisional-Family Practice/OB; Srikishna Vulava, M.D., provisional-Internal Medicine; Alex Curtis, M.D., Provisional-Family Practice/OB; Craig Dates, M.D., provisional-Emergency Medicine; Vinh-Truyen Nguyen, M.D., active-Internal Medicine; Bradford Granath, M.D., active-Family Practice/OB; Christopher Igtiben, M.D., active-Internal Medicine; James Sullivan, M.D., consulting-Nephrology; Robert Leckie, M.D., active-Radiology; Juan Pederson, SFA, Allied-Surgical First Assistant; and, Thomas Rembetski, M.D., courtesy-General Surgery.

Motion by board member Hammargren and second by board member Miller to approve the consent agenda as presented. Motion carried unanimously with board chairman Casalez abstaining from the June 25, 2019 board meeting minutes because she was not present at the meeting.

FINANCIAL REPORTS:

CFO Lehman presented the June and July 2019 financial reports. The auditors will be doing field work the week of September 23. The Chargemaster pricing review is anticipated to be scheduled for the October 2019 Board meeting. There are some long term care claims being held by Medicaid and it is uncertain when they will be resolved. Board member Hunt asked how much longer HRG will be involved with the billing. Lehman said once Cerner takes over, HRG will help with backlog and when that is finished HRG will be done. Board member Hammargren said he has dealt with HRG personally and it has been difficult at best. Lehman said she has not received complaints about HRG. Board member Miller asked if there were criteria as to when money is moved from the general fund checking into savings. Lehman said no threshold level has been set because in order to avoid banking fees a balance of 8 million dollars must be maintained. Lehman is working with the bank to determine if better arrangements can be made. Board members suggested some standards should be established. Interim CEO Cole commented that after staff confers with the banking representatives any relevant information will be shared. Miller asked about the year-to-date figures and the payer base and questioned if there is anything the board should be looking at. Lehman said she doesn't have an answer but the questions will be presented to the auditors.

Motion by board member Miller and second by board member Hammargren to approve the June and July 2019 financials as presented. Motion carried unanimously.

BUSINESS ITEMS-OTHER REPORTS:

1. Hospital Administration-Pharmacy / proposal to purchase casework for pharmacy remodel project / Administration-Pharmacy Director

Interim CEO Cole explained there was confusion on the casework because during the value engineering process they reconfigured the casework acquisition as opportunities for savings were considered. A portion of the casework will be eliminated and some items which can be purchased for less will be considered.

No action was taken. The item was tabled until the September 2019 board meeting to obtain more information.

2. Hospital Administration-Radiology / proposal to purchase mammography and bone densimeter equipment for the radiology department / Administration-Radiology Director

Interim COO/HR Director Roche and Radiology Director Klassen stated the equipment currently in use is at the end of life. New equipment was budgeted at \$450,000 and the upgrade will include 3D

mammography. In response to request for proposals, two (2) quotes were received, one for \$328,500 and one for \$395,000.

Motion by board member Hammargren and second by board member Hunt to approve purchase of the mammography and bone densimeter equipment for the radiology department from Turn Key in the amount of \$328,500. Motion carried unanimously.

3. Hospital Administration / proposal to adjust CTA Architects fee for services related to the pharmacy remodel project / Administration-Owners Representative

Owners Representative Mike Sheppard stated the pharmacy project was a long time coming and there was significantly more work required of the architects because of the delays and the changes. They are requesting additional fees in the sum of \$90,000 to cover the additional work which was done. Sheppard noted those fees are significantly less than the fees for similar situations he has been involved with using in-state professionals. Sheppard encouraged board approval of the request.

Motion by board member Hammargren and second by board member Tipton to authorize the \$90,000 addition to the budget for the architect services related to the pharmacy project. Motion carried unanimously.

4. Hospital Administration / proposal to renew agreement for payments to CTA Architects on a time, materials and cost reimbursement basis for miscellaneous architect and engineering services / Administration

Interim CEO Cole stated a copy of the letter from CTA Architects relating to miscellaneous architect and engineering services and fees is in the packet. This request has nothing to do with the pharmacy remodel. CTA is consulted periodically on various matters, such as the replacement of furnishings and carpeting which involved the services of the CTA interior design group and the procurement of new and upgrade items to stay current with the many changes which have occurred since the previous project was completed almost ten years ago. This proposal provides board authorization for the miscellaneous services that staff procures from time to time.

Motion by board member Miller and second by board member Hunt to authorize the agreement for payments to CTA Architects on a time, materials and cost reimbursement basis for miscellaneous architect and engineering services. Motion carried unanimously.

5. Hospital Administration / determination that airport vehicle is no longer required for public use and authorization to dispose of vehicle / CFO-Administration

The vehicle used to transport providers from the airport to the hospital is no longer required for use by the hospital and the request was made to authorize disposal of the 1990s genre vehicle. CFO Lehman advised that in the past surplus equipment was offered to employees by auction.

Motion by board member Hammargren and second by board member Miller to dispose of the airport vehicle as it is no longer required for public use and to authorize staff to dispose of the vehicle in any manner. Motion carried unanimously.

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6. Hospital Administration / proposal to use the professional services of and enter into an independent contractor agreement with Andrew Wesely, M.D. to provide pain management services / Administration

Interim CEO Cole said discussions with Dr. Wesely have been ongoing. Cole suggested in light of the comments made earlier this evening about the need for certain medical services it is appropriate to consider this agreement for the providing of pain management services.

Motion by board member Hammargren and second by board member Miller to enter into the agreement with Andrew Wesely, M.D. for pain management services as presented. Motion carried unanimously.

7. Hospital Administration / proposal to use the professional services of and enter into an independent contractor agreement with Alvaro Galvis, M.D. to provide pediatric services / Administration

Interim CEO Cole stated that while awaiting the arrival of Dr. Janhunen the hospital contracted with a company that provided the services of Dr. Galvis. He has worked out very well. In order to contract directly with Dr. Galvis, his agreement with the locum agency must be bought out.

Motion by board member Hammargren and second by board member Miller to enter into the agreement with Alvaro Galvis, M.D. for pediatric call services as presented. Motion carried unanimously.

8. Hospital Administration / proposal to use the professional services of and enter into an independent contractor agreement with Bejal Patel, M.D. to provide pediatric services / Administration

Interim CEO Cole stated Dr. Patel worked extensively with Dr. Janhunen in the past and expressed interest in continuing to work with Janhunen. There is no locum fee and Dr. Janhunen has vouched for Dr. Patel.

Motion by board member Miller and second by board member Hunt to enter into the agreement with Bejal Patel, M.D. for pediatric call services as presented. Motion carried unanimously.

9. Hospital Administration / proposal to use the professional services of and enter into an independent contractor agreement with Charles Stringham, M.D. to provide collaboration and oversight services for mid-level providers / Administration

Interim CEO Cole acknowledged and recognized Dr. Westling for his past work on providing mid level provider services and commented that the workload on Westling is a concern. Dr. Stringham agreed to take over the supervision of the mid-levels which will relieve some of the burden on Westling. Dr. Westling acknowledged there is a lot of work but the nurse practitioner assistant provided has been great. Westling questioned if there was compliance with the regulations regarding physician oversight services for mid-levels, noting that Dr. Stringham is an internal medical doctor. Westling does not believe he meets the requirements. Dr. Gaulin suggested it may be helpful for medical staff to review contracts prior to them being entered into. Board member Hammargren stated contracts have many details and lots of information and if a physician is not suitable that would be a medical staff determination, not a contract matter. Hammargren said the hospital needs the ability to negotiate with physicians and if too many people are involved in the process, it slows things down and increases the possibility of losing physicians. Cole noted the contract doesn't have anything to do with the physician's privileges and credentialing is not based on anything economic. Dr. Langevin commented that the

physician has not been to a medical staff meeting during the time Langevin has been in Winnemucca. Legal Counsel Maher stated there has been contact with the Board of Medical Examiners to discuss the regulations criteria for mid-level supervision. Board member Tipton said he doesn't understand why this is being proposed if Westling wants to continue the service. Cole said there have been numerous issues and complaints with Westling, and cited examples involving the computer systems and the amount of records that Westling is requesting for review. Westling has spoken with Cole several times regarding the supervision services and the burden of the workload. In an attempt to reduce that workload this proposal was developed. Hammargren commented he has been involved in the workload issue and this proposal is a good way to spread the workload and have additional backup services. Gaulin stated he believes this comes back to professional conduct, if there was a shortcoming that medical staff was not made aware of, then there was a skipping of the step in peer review. Cole stated it is a contractual issue, not a medical staff issue.

Motion by board member Hammargren and second by board member Miller to enter into the agreement with Charles Stringham, M.D. to provide the mid-level supervision and collaboration services as presented. Motion carried with board members Miller, Hammargren and Casalez voting aye and board members Hunt and Tipton voting nay.

10. Hospital Administration / proposal to use the professional services of and enter into a contract with Sleep Medicine Associates, Inc. to provide sleep medicine services / Administration

Interim CEO Cole stated this proposal will provide a valuable service to the community. It will eliminate people having to drive to Reno for the services. The company provides all the staffing and equipment, the hospital does the billing and payments for the services are based on what is collected. Cole said it is not a huge money maker but it will add a much needed service for the community.

Motion by board member Miller and second by board member Hammargren to enter into the contract with Sleep Medicine Associates, Inc. to provide sleep medicine services as presented. Motion carried unanimously.

11. Hospital Administration-EMS/Maintenance / proposal to purchase two Cummins 20KW generators to provide backup power to emergency operations and communications center / Administration-Maintenance Director

Maintenance Director Grannis stated the communications center has no backup power and one generator is needed to supply that power. The other generator is for the emergency operations center to provide power for the IT building and command center if there is a disaster.

Motion by board member Hunt and second by board member Hammargren to purchase two Cummins 20KW generators as presented. Motion carried unanimously.

12. Hospital Administration-Human Resources / determination of critical labor shortage of Radiology Tech position for radiology department to allow reemployment of retired public employee / Administration-Human Resources Director

Interim HR Director Roche said there will be a shortage of the radiology technician positions due to maternity leave and requested the board determine there is a critical labor shortage to allow bringing back a retired employee to provide services. Legal Counsel Maher advised the board must make specific findings on the history of turnover, openings, and other criteria as listed in the request form which is in the meeting packet. Board member Hammargren stated normally there is more information provided to make a decision, noting that it must be documented how difficult it is to recruit for the position and the

attempts made to cover the position. Hammargren said the hospital needs to be able to demonstrate that they have tried without success to fill the position.

Motion by board member Hammargren and second by board member Miller to table determination of critical labor shortage determination for the Radiology Tech position for radiology department to allow reemployment of retired public employee until further information is provided. Motion carried unanimously.

TRUSTEE COMMENTS-STAFF REPORTS:

Board member Tipton wished the CEO a nice vacation.

Board member Hunt said he is thrilled by the addition of the pain management services.

Board member Miller asked about training on bylaws.

Board chairman Casalez thanked staff for the hard work on Cerner project.

PUBLIC COMMENT:

There were no comments from the public.

Board chairman Casalez adjourned the August 27, 2019 meeting of the Humboldt County Hospital District Board of Trustees at 7:06 p.m.

APPROVED:

ATTEST:

Joanne Casalez, Board Chairman

Alicia Wogan, Executive Assistant

- **Paul Hiss, M.D.** is applying for reappointment in active staff with privileges in Ophthalmology. He was appointed to staff at HGH 09/03/1992.
- **Tyler Rust, M.D.** is applying for reappointment in active staff with privileges in Teleradiology. He was appointed to staff at HGH 09/20/2017.
- **Roger Brecheen** is applying for appointment in active staff with privileges as OBGYN. He was appointed to provisional staff at HGH 03/26/2019.
- **Lawrence Shank, M.D.** is applying for appointment in active staff with privileges as Orthopedic. He was appointed to provisional staff at HGH 03/05/2019.
- **Anthony Sciascia, M.D.** is applying for appointment in active staff with privileges as Emergency Medicine. He was appointed to provisional staff at HGH 03/05/2019.
- **Eric Sterling, M.D.** is applying for appointment in active staff with privileges as Emergency Medicine. He was appointed to provisional staff at HGH 03/05/2019.
- **C. Robert Westling, M.D.** is applying for appointment in active staff with privileges as Family Practice. He was appointed to provisional staff at HGH 03/05/2019.
- **William Beckman III M.D.** is applying for appointment in active staff with privileges as OBGYN. He was appointed to provisional staff at HGH 03/12/2018 .
- **Rommel Adajar, M.D.** is Applying for provisional staff with privileges in Internal Medicine. He comes to us from Reno and is expected to start 10/7/2019.
- **Stephanie Nainani, M.D.** is Applying for provisional staff with privileges in OBGYN. She will be starting 9/18/2019. She will be a fill in for Dr. Brecheen when he is away.
- **Andrew Wesley, M.D.** is Applying for provisional staff with privileges in Pain Management. He doesn't have an anticipated start date.
- **Michael Andrews, M.D.** is Applying for provisional staff with privileges in Anesthesia. He will be starting 9/16/2019. He will be the fill in for Mark, when he is away.

Financial Narrative

Period Ending August 31, 2019

STATISTICS

- Patient days are 145 days over budget for the month and 126 days over year to date
- OR cases are under budget by 21 for the month and 44 year to date
- Radiology tests are higher than budgeted by 119 tests for the month and 191 for the year
- Lab tests are over budget by 819 for the month and 1,249 for the year
- Emergency room visits are over budget by 79 for the month and 158 year to date
- Clinic visits are 419 visits higher than budgeted for the month and 1,323 under budget for the year

FINANCIAL STATEMENTS

- Loss from operations was \$752,467 compared to a budgeted loss of \$55,887
- Operating revenues are higher than budgeted by approximately \$323K and operating expenses are higher than budget by approximately \$1M mainly due to-
 - Contractual adjustments of approximately \$667K which is the result of an increase in volumes (\$400K) and an increase in Medicaid utilization as well as a cleanup of uncollectible receivables (\$267K)
 - July PERS (\$187K) and locum invoices (\$111K) posted to August for a total of \$298K
 - Increase in locum expenses for WIC and a sign on bonus for a total of \$67K
 - Increase in supply expense in both Pharmacy (\$120K) and OR (\$40K) of approximately \$160K
 - Unbudgeted/over budget contract labor expenses in various departments including ICU (\$40K), OB (\$20K), OR (\$28K), Recovery (\$9K), Respiratory (\$18K), and ER (\$15K)
- Non-operating revenues are approximately \$546K over budget
- Net income is \$188,469, approximately \$150K under budget
- Restricted cash of approximately \$17K is related to nursing home patient funds held in trust for the residents

YEAR TO DATE REVENUE PAYOR MIX

<u>Payor</u>	<u>Hospital FY20</u>	<u>Hospital FY19</u>	<u>Clinic FY20</u>	<u>Clinic FY19</u>
Medicare	39.1%	40.3%	17.3%	29.3%
Medicaid	22.6%	20.6%	29.0%	23.0%
Insurance	26.3%	27.4%	44.1%	38.8%
Private pay	8.3%	7.7%	6.1%	6.2%
Other	3.7%	4.0%	3.6%	2.8%

**Humboldt General Hospital
Statistics Comparison**

August 31, 2019

	<u>Monthly Budget</u>	<u>August-19 Actual</u>	<u>MTD Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Variance</u>
Med/Surg Pt Days	194	141	-27.44%	389	315	-18.95%
Pediatric Days	-	1	0.00%	-	1	0.00%
Obstetrics Pt Days	34	31	-9.05%	68	64	-6.11%
Nursery Pt Days	34	37	8.56%	68	73	7.09%
ICU Pt Days	16	6	-62.11%	32	9	-71.58%
Swing Bed Days	33	78	134.00%	67	131	96.50%
Harmony Manor Days	930	1,116	20.00%	1,860	2,090	12.37%
Quail Corner Days	240	217	-9.58%	480	406	-15.42%
Labor Room Deliveries	20	21	2.86%	41	46	12.65%
Operating Room Cases	126	105	-16.83%	253	209	-17.23%
Radiology Tests	1,177	1,296	10.14%	2,353	2,544	8.10%
Laboratory Tests	7,776	8,595	10.53%	15,552	16,801	8.03%
Emergency Room Visits	604	683	13.05%	1,208	1,366	13.05%
Amulance Runs	147	128	-12.73%	293	262	-10.68%
RHC Visits	2,147	2,566	19.52%	5,919	4,596	-22.35%

Days are counted in month of service

HUMBOLDT GENERAL HOSPITAL
 FINANCIAL STATEMENT OF PROFIT OR (LOSS)
 COMPARISON TO BUDGET
 FOR 2ND MONTH ENDED
 AUGUST 31, 2019

DATE: 9/19/19
 TIME: 17:01:40

	-----CURRENT PERIOD-----			-----YEAR-TO-DATE-----		
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE
OPERATING REVENUES						
ROOM / BED CHARGES REVENUE						
ACUTE CARE	\$ 829,350	\$ 758,120	\$ 71,230	\$ 1,683,162	\$ 1,516,241	\$ 166,921
NURSING HOME (Harmony Manor)	299,460	255,750	43,710	516,383	511,500	4,883
MEMORY CARE (Quail Corner)	100,750	72,000	28,750	173,900	144,000	29,900
TOTAL ROOM / BED CHARGES	1,229,560	1,085,870	143,690	2,373,445	2,171,741	201,704
ANCILLARY CHARGES REVENUE						
IN-PATIENTS	3,157,261	2,309,801	847,460	5,380,052	4,606,421	773,631
OUT-PATIENTS	4,408,170	4,551,032	(142,862)	8,907,782	9,049,337	(141,555)
NURSING HOME (Harmony Manor)	325,643	181,875	143,768	569,936	363,750	206,186
MEMORY CARE (Quail Corner)	22,544	14,180	8,364	36,390	28,360	8,030
TOTAL ANCILLARY SERVICES REV	7,913,618	7,056,888	856,730	14,894,160	14,047,868	846,292
GROSS REVENUES						
FROM SERVICES TO PATIENTS	9,143,178	8,142,758	1,000,420	17,267,605	16,219,609	1,047,996
(LESS) CONTRACTUALS TO REVENUE	3,956,951	3,289,604	667,347	7,531,607	6,579,211	952,396
NET REVENUE FROM PATIENT SERV	5,186,227	4,853,154	333,073	9,735,998	9,640,398	95,600
OTHER OPERATING REVENUES	34,466	44,575	(10,109)	56,600	89,150	(32,550)
GRAND TOTAL OPERATING REVENUES	5,220,693	4,897,729	322,964	9,792,598	9,729,548	63,050
OPERATING EXPENSES						
PROFESSIONAL CARE OF PATIENTS	2,831,479	2,377,739	453,740	5,105,786	4,667,567	438,219
NURSING ADMIN. / QUALITY IMP.	93,888	95,906	(2,018)	195,958	191,812	4,146
DIETARY DEPARTMENT	136,617	96,325	40,292	202,377	192,650	9,727
HOUSEKEEPING/LAUNDRY/JANITOR	169,289	101,628	67,661	339,870	203,256	136,614
PLANT OPERATION & MAINTENANCE	104,346	94,660	9,686	182,025	189,320	(7,295)
MEDICAL RECORDS	84,504	49,223	35,281	138,017	98,446	39,571
ADMINISTRATION	1,416,338	1,271,314	145,024	2,373,206	2,542,628	(169,422)
PROVISION FOR DEPRECIATION	538,785	605,839	(67,054)	1,080,537	1,211,678	(131,141)
BAD DEBTS, NET OF RECOVERY	597,914	260,982	336,932	833,732	521,965	311,767
TOTAL OPERATING EXPENSES	5,973,160	4,953,616	1,019,544	10,451,508	9,819,322	632,186
OPERATING PROFIT OR (LOSS)	(752,467)	(55,887)	(696,580)	(658,910)	(89,774)	(569,136)
NON-OPERATING REV/(EXP)						
AD VALOREM TAXES	727,162	295,226	431,936	882,662	590,452	292,210
CONSOLIDATED TAXES	168,904	74,039	94,865	249,160	148,078	101,082
NET PROCEEDS OF MINES TAX	00	00	00	00	00	00
INTEREST EARNED	44,870	25,394	19,476	55,567	50,788	4,779
DONATIONS	00	00	00	00	00	00
TOTAL NON-OPERATING REV(EXP)	940,936	394,659	546,277	1,187,389	789,318	398,071
NET INCOME OR (LOSS)	\$ 188,469	\$ 338,772	\$ (150,303)	\$ 528,479	\$ 699,544	\$ (171,065)

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

	Month to Date			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Total Patient Service Revenue	\$9,143,178	\$8,142,758	\$1,000,420	\$17,267,605	\$16,219,609	\$1,047,996
Deductions From Revenue						
Contractual Adjustments	3,956,951	3,289,604	(667,347)	7,531,607	6,579,211	(952,396)
Bad Debt & Charity Adjustments	597,914	260,982	(336,932)	833,732	521,965	(311,767)
Total Deductions From Revenue	<u>4,554,865</u>	<u>3,550,586</u>	<u>(1,004,279)</u>	<u>8,365,339</u>	<u>7,101,176</u>	<u>(1,264,163)</u>
Net Patient Service Revenue	4,588,313	4,592,172	(3,859)	8,902,266	9,118,433	(216,167)
Other Operating Revenue	<u>34,466</u>	<u>44,575</u>	<u>(10,109)</u>	<u>56,600</u>	<u>89,150</u>	<u>(32,550)</u>
Total Operating Revenue	<u>4,622,779</u>	<u>4,636,747</u>	<u>(13,968)</u>	<u>8,958,866</u>	<u>9,207,583</u>	<u>(248,717)</u>
Operating Expenses						
Salaries & Wages	1,393,669	1,508,220	114,551	3,080,172	3,057,706	(22,466)
Employee Benefits	698,376	574,191	(124,185)	1,062,954	1,088,382	25,428
Contract Labor	196,597	57,916	(138,681)	405,247	115,832	(289,415)
Professional Contracts	1,286,048	920,060	(365,988)	1,923,763	1,868,012	(55,751)
Supplies & Small Equipment	722,336	553,294	(169,042)	1,179,621	1,029,829	(149,792)
Equipment Maintenance	183,961	204,833	20,872	293,639	409,666	116,027
Rental & Lease	13,594	15,140	1,546	18,003	45,746	27,743
Insurance	53,013	30,264	(22,749)	125,006	60,528	(64,478)
Utilities	62,710	51,218	(11,492)	118,271	102,436	(15,835)
Depreciation	538,785	605,839	67,054	1,080,537	1,211,678	131,141
Travel, Meals & Education	92,962	64,061	(28,901)	161,055	114,800	(46,255)
Other Expenses	133,195	107,598	(25,597)	169,508	192,743	23,235
Total Operating Expenses	<u>5,375,246</u>	<u>4,692,634</u>	<u>(682,612)</u>	<u>9,617,776</u>	<u>9,297,358</u>	<u>(320,418)</u>
Net Operating Income /(Loss)	<u>(752,467)</u>	<u>(55,887)</u>	<u>(696,580)</u>	<u>(658,910)</u>	<u>(89,775)</u>	<u>(569,135)</u>
Non-Operating Revenue/(Expenses)						
County Tax Revenue	896,066	369,265	526,801	1,131,822	738,530	393,292
Interest Income	44,870	25,394	19,476	55,567	50,788	4,779
Donations	-	-	-	-	-	-
Total Non-Operating Revenue/(Expenses)	<u>940,936</u>	<u>394,659</u>	<u>546,277</u>	<u>1,187,389</u>	<u>789,318</u>	<u>398,071</u>
Net Income /(Loss)	<u><u>\$188,469</u></u>	<u><u>\$338,772</u></u>	<u><u>(\$150,303)</u></u>	<u><u>\$528,479</u></u>	<u><u>\$699,543</u></u>	<u><u>(\$171,064)</u></u>

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

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$7,917,588	\$7,045,462	\$872,126	\$15,373,601	\$14,090,925	\$1,282,676
Deductions From Revenue						
Contractual Adjustments	3,554,417	2,898,103	(656,315)	6,773,520	5,796,207	(977,313)
Bad Debt & Charity Adjustments	509,287	169,175	(340,112)	685,992	338,350	(347,642)
Total Deductions From Revenue	<u>4,063,704</u>	<u>3,067,278</u>	<u>(996,427)</u>	<u>7,459,512</u>	<u>6,134,557</u>	<u>(1,324,955)</u>
Net Patient Service Revenue	3,853,884	3,978,185	(124,301)	7,914,089	7,956,368	(42,279)
Other Operating Revenue	31,749	30,825	924	52,273	61,650	(9,377)
Total Operating Revenue	<u>3,885,633</u>	<u>4,009,010</u>	<u>(123,377)</u>	<u>7,966,362</u>	<u>8,018,018</u>	<u>(51,656)</u>
Operating Expenses						
Salaries & Wages	922,789	1,056,566	133,777	1,930,196	2,223,445	293,249
Employee Benefits	698,376	574,191	(124,185)	1,062,954	1,088,382	25,428
Contract Labor	196,597	57,916	(138,681)	405,247	115,832	(289,415)
Professional Contracts	937,757	718,435	(219,322)	1,447,236	1,442,262	(4,974)
Supplies & Small Equipment	620,338	488,654	(131,684)	1,044,222	912,693	(131,529)
Equipment Maintenance	183,087	195,843	12,756	280,349	391,686	111,337
Rental & Lease	10,080	12,255	2,175	11,633	27,976	16,343
Insurance	53,013	30,264	(22,749)	125,006	60,528	(64,478)
Utilities	61,162	49,249	(11,913)	115,814	98,498	(17,316)
Depreciation	392,177	461,790	69,613	786,686	923,580	136,894
Travel, Meals, & Education	66,431	46,640	(19,791)	124,614	89,793	(34,821)
Other Expenses	116,897	98,563	(18,334)	144,994	175,734	30,740
Total Operating Expenses	<u>4,258,704</u>	<u>3,790,366</u>	<u>(468,338)</u>	<u>7,478,951</u>	<u>7,550,409</u>	<u>71,458</u>
Net Operating Income /(Loss)	<u>(373,071)</u>	<u>218,644</u>	<u>(591,715)</u>	<u>487,411</u>	<u>467,609</u>	<u>19,802</u>
Non-Operating Revenue/(Expenses)						
County Tax Revenue	896,066	369,265	526,801	1,131,822	738,530	393,292
Interest Income	44,870	25,394	19,476	55,567	50,788	4,779
Donations	-	-	-	-	-	-
Total Non-Operating Revenue/(Expenses)	<u>940,936</u>	<u>394,659</u>	<u>546,277</u>	<u>1,187,389</u>	<u>789,318</u>	<u>398,071</u>
Net Income /(Loss)	<u><u>\$567,865</u></u>	<u><u>\$613,303</u></u>	<u><u>(\$45,438)</u></u>	<u><u>\$1,674,800</u></u>	<u><u>\$1,256,927</u></u>	<u><u>\$417,873</u></u>

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

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$400,210	\$327,750	\$72,460	\$690,283	\$655,500	\$34,783
Deductions From Revenue						
Contractual Adjustments	185,728	169,613	(16,116)	263,475	339,225	75,750
Bad Debt & Charity Adjustments	-	-	-	-	-	-
Total Deductions From Revenue	<u>185,728</u>	<u>169,613</u>	<u>(16,116)</u>	<u>263,475</u>	<u>339,225</u>	<u>75,750</u>
Net Patient Service Revenue	214,482	158,138	88,576	426,808	316,275	(40,967)
Other Operating Revenue	-	-	-	-	-	-
Total Operating Revenue	<u>214,482</u>	<u>158,138</u>	<u>56,345</u>	<u>426,808</u>	<u>316,275</u>	<u>110,533</u>
Operating Expenses						
Salaries & Wages	199,529	161,524	(38,005)	394,826	323,048	(71,778)
Contract Labor	-	-	-	-	-	-
Professional Contracts	7,980	20,000	12,020	7,979	40,000	32,021
Supplies & Small Equipment	25,594	14,058	(11,536)	30,142	28,116	(2,026)
Equipment Maintenance	101	2,125	2,024	678	4,250	3,572
Rental & Lease	1,114	1,685	571	3,942	3,370	(572)
Utilities	-	-	-	-	-	-
Depreciation	66,325	66,990	665	132,903	133,980	1,077
Travel, Meals & Education	2,815	2,773	(42)	6,958	5,546	(1,412)
Other Expenses	47	4,598	4,551	130	9,196	9,066
Total Operating Expenses	<u>303,505</u>	<u>273,753</u>	<u>(29,752)</u>	<u>577,558</u>	<u>547,506</u>	<u>(30,052)</u>
Net Operating Income /(Loss)	<u>(\$89,023)</u>	<u>(\$115,616)</u>	<u>\$26,593</u>	<u>(\$150,750)</u>	<u>(\$231,231)</u>	<u>\$80,481</u>

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

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$207,393	\$239,239	(\$31,846)	\$437,411	\$478,478	(\$41,067)
Deductions From Revenue						
Contractual Adjustments	109,349	138,570	29,221	300,420	277,140	(23,280)
Bad Debt & Charity Adjustments	27,936	46,356	18,420	64,250	92,712	28,462
Total Deductions From Revenue	<u>137,285</u>	<u>184,926</u>	<u>47,641</u>	<u>364,670</u>	<u>369,852</u>	<u>5,182</u>
Net Patient Service Revenue	70,108	54,313	(79,487)	72,741	108,626	(46,249)
Other Operating Revenue	<u>2,717</u>	<u>13,750</u>	<u>(11,033)</u>	<u>4,327</u>	<u>27,500</u>	<u>(23,173)</u>
Total Operating Revenue	<u>72,825</u>	<u>68,063</u>	<u>4,762</u>	<u>77,068</u>	<u>136,126</u>	<u>(59,058)</u>
Operating Expenses						
Salaries & Wages	161,831	143,765	(18,066)	399,943	247,210	(152,733)
Contract Labor	-	-	-	-	-	-
Professional Contracts	(2,000)	30,267	32,267	(2,000)	60,534	62,534
Supplies & Small Equipment	47,656	38,057	(9,599)	65,071	63,614	(1,457)
Equipment Maintenance	400	6,430	6,030	11,937	12,860	923
Rental & Lease	2,400	1,200	(1,200)	2,400	14,400	12,000
Utilities	1,548	1,969	421	2,457	3,938	1,481
Depreciation	28,776	40,419	11,643	57,756	80,838	23,082
Travel, Meals & Education	2,970	5,481	2,511	2,970	10,294	7,324
Other Expenses	15,417	3,486	(11,931)	23,386	6,366	(17,020)
Total Operating Expenses	<u>258,998</u>	<u>271,074</u>	<u>12,076</u>	<u>563,920</u>	<u>500,054</u>	<u>(63,866)</u>
Net Operating Income /(Loss)	<u><u>(\$186,173)</u></u>	<u><u>(\$203,011)</u></u>	<u><u>\$16,838</u></u>	<u><u>(\$486,852)</u></u>	<u><u>(\$363,928)</u></u>	<u><u>(\$122,924)</u></u>

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

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$617,987	\$530,307	\$87,680	\$766,310	\$994,706	(\$228,396)
Deductions From Revenue						
Contractual Adjustments	107,457	83,319	(24,138)	194,192	166,639	(27,553)
Bad Debt & Charity Adjustments	60,691	45,451	(15,240)	83,490	90,903	7,413
Total Deductions From Revenue	<u>168,148</u>	<u>128,770</u>	<u>(39,378)</u>	<u>277,682</u>	<u>257,542</u>	<u>(20,140)</u>
Net Patient Service Revenue	449,839	401,537	127,058	488,628	737,164	(208,256)
Other Operating Revenue	-	-	-	-	-	-
Total Operating Revenue	<u>449,839</u>	<u>401,537</u>	<u>48,302</u>	<u>488,628</u>	<u>737,164</u>	<u>(248,536)</u>
Operating Expenses						
Salaries & Wages	109,520	146,365	36,845	355,207	264,003	(91,204)
Contract Labor	-	-	-	-	-	-
Professional Contracts	342,311	151,358	(190,953)	470,548	325,216	(145,332)
Supplies & Small Equipment	28,748	12,525	(16,223)	40,186	25,406	(14,780)
Equipment Maintenance	373	435	62	675	870	195
Rental & Lease	-	-	-	28	-	(28)
Utilities	-	-	-	-	-	-
Depreciation	51,507	36,640	(14,867)	103,192	73,280	(29,912)
Travel, Meals & Education	20,746	9,167	(11,579)	26,513	9,167	(17,346)
Other Expenses	834	951	117	998	1,447	449
Total Operating Expenses	<u>554,039</u>	<u>357,441</u>	<u>(196,598)</u>	<u>997,347</u>	<u>699,389</u>	<u>(297,958)</u>
Net Operating Income /(Loss)	<u><u>(\$104,200)</u></u>	<u><u>\$44,096</u></u>	<u><u>(\$148,296)</u></u>	<u><u>(\$508,719)</u></u>	<u><u>\$37,775</u></u>	<u><u>(\$546,494)</u></u>

HUMBOLDT GENERAL HOSPITAL
BALANCE SHEET
AT
AUGUST 31, 2019

DATE: 9/19/19
TIME: 17:02:44

E-1

	THIS YEAR	LAST YEAR	INC/(DEC)	INC/(DEC)%
ASSETS:				
CURRENT ASSETS				
CASH AND INVESTMENTS	\$ 29,174,238	\$ 23,943,828	\$ 5,230,410	21.8
RESTRICTED CASH	17,599	33,398	(15,799)	(47.3)
ACCOUNTS RECEIVABLE, NET OF ALLOW.DBTFL.ACCT	13,628,321	8,365,153	5,263,168	62.9
INVENTORY	1,740,674	1,653,420	87,254	5.3
PREPAID EXPENSES	812,855	449,904	362,951	80.7
	-----	-----	-----	-----
TOTAL CURRENT ASSETS	45,373,687	34,445,703	10,927,984	31.7
	-----	-----	-----	-----
PROPERTY, PLANT, & EQUIPMENT				
NET OF DEPRECIATION	59,401,264	65,072,664	(5,671,400)	(8.7)
	-----	-----	-----	-----
DEFERRED OUTFLOWS OF RESOURCES				
PENSION DEFERRED OUTFLOWS	5,170,460	5,170,460	00	
	-----	-----	-----	-----
TOTAL ASSETS:	\$ 109,945,411	\$ 104,688,827	\$ 5,256,584	5.0
	=====	=====	=====	=====
LIABILITIES:				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	1,723,390	(329,606)	2,052,996	**
ACCRUED PAYROLL	1,104,534	991,758	112,776	11.4
ACCRUED PTO & SICK LEAVE	990,882	938,639	52,243	5.6
3RD PARTY PAYABLE/(REC)	599,772	567,000	32,772	5.8
SNF TRUST FUND DEPOSITS	17,118	33,398	(16,280)	(48.7)
	-----	-----	-----	-----
TOTAL CURRENT LIABILITIES	4,435,696	2,201,189	2,234,507	101.5
	-----	-----	-----	-----
LONG-TERM LIABILITIES				
NET PENSION LIABILITY	27,377,824	27,377,824	00	
	-----	-----	-----	-----
DEFERRED INFLOWS OF RESOURCES				
PENSION DEFERRED INFLOWS	1,796,539	1,796,539	00	
	-----	-----	-----	-----
TOTAL LIABILITIES:	33,610,059	31,375,552	2,234,507	7.1
	-----	-----	-----	-----

HUMBOLDT GENERAL HOSPITAL
 BALANCE SHEET
 AT
 AUGUST 31, 2019

DATE: 9/19/19
 TIME: 17:02:44

	THIS YEAR	LAST YEAR	INC/(DEC)	INC/(DEC)%
FUND BALANCE:				
RETAINED EARNINGS	\$ 528,478	\$ (256,272)	\$ 784,750	**
NET WORTH-OPERATING FUND	75,806,874	73,569,547	2,237,327	3.0
	-----	-----	-----	-----
TOTAL FUND BALANCE:	76,335,352	73,313,275	3,022,077	4.1
	-----	-----	-----	-----
TOTAL LIABILITIES AND FUND				
BALANCES COMBINED	\$ 109,945,411	\$ 104,688,827	\$ 5,256,584	5.0
	=====	=====	=====	=====

HUMBOLDT GENERAL HOSPITAL

RATIOS FOR THE PERIOD ENDING JULY 31, 2019:

		<<<<<<< FY2020											<<<<<<< <FY2019				
		Standard	AUG	JUL	JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEPT	AUG	JUL	JUN
CURRENT RATIO		>2:1	10.23	16.59	13.95	17.32	17.18	18.27	12.84	17.76	7.89	6.92	5.69	5.81	5.93	3.07	2.38
Measure of short-term debt paying ability (Current Assets / Current Liabilities) Assets are 2x as large as Liabilities																	
DAYS CASH ON HAND		>150 DAYS	230.91	238.22	239.81	241.33	237.26	231.73	237.02	235.13	219.56	221.97	231.47	212.70	218.06	229.13	225.64
Cash + Temp Investments + Investments divided by Total Expenses (less Depreciation AND Net Bad Debts), divided by Days in Period																	
DAYS RECEIVABLES (NET OF ALLOWANCE)		< 70 DAYS	66.28	61.4	61.55	62.01	62.46	65.17	57.84	54.52	55.95	51.74	61.36	63.57	49.92	58.55	50.27
DAYS RECEIVABLES (GROSS)			93.47	90.05	90.16	87.11	89.68	88.06	80.91	79.4	-	-	-	-	-	-	-
OPERATING MARGIN		Percent > 3%	-3.82%	1.15%	-2.88%	-3.19%	-3.00%	-2.98%	-3.96%	-4.18%	-6.17%	-7.52%	-5.77%	-7.94%	-11.00%	-0.58%	-0.71%
YTD Operating Profit (Loss) divided by YTD Gross Revenue from Services to Patients (Guide to Hopsital's profitability)																	

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

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

AUGUST 31, 2019 -- FISCAL YEAR 2020

<u>ACCOUNTS FOR:</u>	<u>G/L ACCT. #:</u>	<u>LOCATION HELD:</u>	<u>ACCOUNT #:</u>	<u>BALANCES:</u>
Cash Drawers	100.0005	Safe/Business Office/Clinics	Cash Drawers(12)	\$ 1,765.00
General Fund Checking	100.0010	Wells Fargo Bank	3828	\$ 7,842,771.20
Tax Account	100.0012	Wells Fargo Bank	925	\$ 16,520.31
Payroll Checking	100.0015	Wells Fargo Bank	3836	\$ -
Benefit Claims Account	100.0065	Wells Fargo Bank	9805	\$ 553.17
General Fund Investment	100.0070	Wells Fargo Bank	6671	\$ 10,514,958.59
Hansen Scholarship Fund	100.0075	Wells Fargo Bank	7067	\$ 4,007.50
EMS Scholarship Fund	100.0078	Wells Fargo Bank	917	\$ 16,896.09
SNF Patient Trust	100.0090	Wells Fargo Bank	0021	\$ 17,599.12
SNF Memorial/Activity	100.0095	Wells Fargo Bank	9304	\$ 4,912.29
Investment Trust		Wells Fargo Bank	6500	\$ 10,361,981.51
HRG Self Pay	100.0055	Sterling Bank	1566	\$ 111,133.22
LGIP Savings	100.0080	NV State Treasurer	#xxxGHO	\$ 235,002.72

HGH TOTALS: \$ 29,128,100.72

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

SUBMITTED & SIGNED:

Sandi Lehman, CFO

Sandi Lehman, CFO

CareStream to Cerner Interface Outline

1. Objective:
 - a. Provide an electronics means of communication between our in-house radiology management system and Cerner's Community Works cloud based application.
2. Scope:
 - a. This will involve the installation, configuration, and testing of three CareStream servers.
 - i. CareStream PACS (Imaging system data warehouse)
 - ii. CareStream Cardio-PACS (Cardio Echo's)
 - iii. CareStream VUE (non-Radiologist viewing program)
 - b. Migration of fully tested and qualified data and scripts from test environment to production environment on night of cutover.
 - c. 24 hours of standby time for on-site CareStream engineers to address any problem immediately.
3. Post conversation 8-5 support for any remaining non-stat problems related to cut-over.

During the original investigation of necessary interfaces and processes that were need for conversion, this was discussed and processed but a quote was not obtained. The same was true with the pharmacy Pyxis system but we obtained a no cost conversion quote from them. We have engaged the CareStream organization and have engineers and staff assigned to this project. We are active and anticipating a smooth conversation and cutover.

4. Price Quote: \$107,833.40

Rick McComb

Interim IT Manager

Humboldt General Hospital

PHILIPS

Preliminary Quotation

Cerner Millennium Integration and Test for Rad/Card

Revision Date: 8/16/2019

Prepared For
Diane Klassen
Radiology Department Manager

Humboldt General Hospital
118 E Haskell St
Winnemucca, NV US 89445-3299
(775) 623-5222 ext 1530
klassend@hghospital.org

Prepared By
Josh Emperado

joshua.emperado@legacyusercsh.com.frozenflag

PHILIPS

This is a preliminary quotation based on Philips' current understanding of your requirements. This quotation is for informational purposes only. It does not constitute a binding offer. A final quotation will be provided at your request.

Cerner Millennium Integration and Test for Rad/Card

Humboldt General Hospital

Quote No.377365

Revision Date: 8/16/2019

Cat	Qty	Description	Net Price
		Stage 1: Radiology Test Server	\$33,845.00
8609711	1	PACS 12.2 SOFTWARE	
8456113	1	CARESTREAM Workflow Manager Test Server The CARESTREAM Workflow Manager (WFM) Test Server allows for validation and training of a new version at a customer site prior to upgrading the production system. A test server may be used as stand-alone or may be configured to work with production data and thus change statuses of studies on the production server. The Test Server license includes the same functionality, options and storage as the main WFM.	
1840933	1	Db Registry for Satellite or Test WFM or Read-Store-Forward For CARESTREAM PACS	
1826254		HCIS Prof Svcs - Project Management Services delivered during Business Hours - Hourly Basis	
1093061		HCIS Prof Svcs - Technical Implementation Services delivered during Business Hours - Hourly Basis	
1637057		HCIS Prof Svcs - RIS Integration Services - Hourly Basis	
8170920		HCIS Prof Svcs - Systems Integration Services - Hourly Basis	
8479784		Network Services - Image Network Consulting and Planning - Hourly Basis	
1974583		HCIS Prof Svcs - Vue PACS User Authentication using LDAP - setup package	
		Stage 2: MedQ to RadNet RIS Conversion for PACS	\$19,792.80
1826254		HCIS Prof Svcs - Project Management Services delivered during Business Hours - Hourly Basis	

PHILIPS

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Cerner Millennium Integration and Test for Rad/Card

Humboldt General Hospital

Quote No.377365

Revision Date: 8/16/2019

Cat	Qty	Description	Net Price
1093061		HCIS Prof Svcs - Technical Implementation Services delivered during Business Hours - Hourly Basis	
1012517		HCIS Prof Svcs - Technical Implementation Services from 5pm Friday through 8am Monday local time - Hourly Basis	
8170920		HCIS Prof Svcs - Systems Integration Services - Hourly Basis	
1637057		HCIS Prof Svcs - RIS Integration Services - Hourly Basis	
		Stage 3: Cardiology Test Server	\$15,438.00
1267871	1	Vue Cardio PACS - Test Server License for the US+C	
1022441	1	Vue Cardio PACS - Database Registry Software, SQL Server Standard	
1070077	1	CARDIO PACS TEST SVR DICOM SR SITE LIC	
1093061		HCIS Prof Svcs - Technical Implementation Services delivered during Business Hours - Hourly Basis	
1826254		HCIS Prof Svcs - Project Management Services delivered during Business Hours - Hourly Basis	
		Stage 4: Cardiology Cerner Interface Change	\$8,659.80
1826254		HCIS Prof Svcs - Project Management Services delivered during Business Hours - Hourly Basis	
1093061		HCIS Prof Svcs - Technical Implementation Services delivered during Business Hours - Hourly Basis	

PHILIPS

This is a preliminary quotation based on Philips' current understanding of your requirements. This quotation is for informational purposes only. It does not constitute a binding offer. A final quotation will be provided at your request.

Cerner Millennium Integration and Test for Rad/Card

Humboldt General Hospital

Quote No.377365

Revision Date: 8/16/2019

Cat	Qty	Description	Net Price
1012517		HCIS Prof Svcs - Technical Implementation Services from 5pm Friday through 8am Monday local time - Hourly Basis	
		Stage 5: CPACS LDAP	\$13,275.00
8595605	1	Vue Cardio PACS - Interface License for User Authentication Integration Module using LDAP	
1826254		HCIS Prof Svcs - Project Management Services delivered during Business Hours - Hourly Basis	
1093061		HCIS Prof Svcs - Technical Implementation Services delivered during Business Hours - Hourly Basis	
		Stage 6: Go-Live Services	\$16,822.80
1826254		HCIS Prof Svcs - Project Management Services delivered during Business Hours - Hourly Basis	
1012517		HCIS Prof Svcs - Technical Implementation Services from 5pm Friday through 8am Monday local time - Hourly Basis	
1093061		HCIS Prof Svcs - Technical Implementation Services delivered during Business Hours - Hourly Basis	
1637057		HCIS Prof Svcs - RIS Integration Services - Hourly Basis	
Net Price:			\$107,833.40

A 20.0% down payment of \$21,566.60 is due at time of P.O. Receipt.
 An additional 70.0% payment of \$75,483.10 is due at time of Shipment.
 A final 10.0% payment of \$10,783.30 is due upon Customer Acceptance.



Preliminary Quotation

Point of Sale Service Agreement Offer

Quote No.: 377365-SA

Revision Date: 8/16/2019

Attention: Diane Klassen

Humboldt General Hospital

118 E Haskell St

Winnemucca, NV 89445-3299

NOTE- Third Party Hardware and Third Party Software Products May Not be Covered. Unless otherwise governed by an underlying contract between Philips and Customer, catalog items that are not specifically listed below as "Items To Be Covered" in the Point of Sale Service Agreement Offer are not covered under the proposed service agreement. This may include Third Party Software products and Third Party Hardware products such as **CD burners, document scanners, PACS scanning software, speech microphones, special keypads, UPS devices, graphic cards and others.** Consult your Philips HCIS Sales Specialist for additional information.

Items To Be Covered

Catalog Number	Product Description
8456113	1 WRKFLW MGR SW F/ TEST SERVER
1840933	1 DBR F/ SWFM, TEST WFM OR RSF
1267871	1 CARDIO PACS TEST SERVER SW
1022441	1 CARDIO PACS DB REGISTRY STANDARD
1070077	1 CARDIO PACS TEST SVR DICOM SR SITE LIC
8595605	1 CARDIO PACS LDAP INTEGRATION MODULE

Service Plan

Telephone Support: 24 hrs/day, 7 days/week.

On-Site Service (parts included): 8:00AM-5:00PM, Mon-Fri, Excl. Holidays

PHILIPS

Preliminary Quotation

Point of Sale Service Agreement Offer

Quote No.: 377365-SA

Year	Description	Net Price
1	Service Agreement	Warranty
2	Service Agreement	\$7,091.05
3	Service Agreement	\$7,091.05
4	Service Agreement	\$7,091.05
5	Service Agreement	\$7,091.05
Net Price:		\$28,364.19

For questions regarding this offer please call

Customer Service Rep.: 888-600-3944, Opt.2

Pharmacy Casework/Storage

Humboldt General Hospital
Board of Trustees Meeting
September 24, 2019
Agenda item: F3

Executive Summary – Pharmacy Casework/Storage

Issue

At the August board meeting board approved up to \$183,398 for pharmacy casework storage for the new pharmacy department being built. Staff promised to bring information to the board regarding final purchase.

Resolution

Machabee Modular Casework was ordered at a total cost of \$116,854.62. Additional office type furnishings still required will be ordered through our customary vendors in an amount well below \$66,543, the difference between the original casework --- and the value engineered casework.

FROM: SHIP TO / BILL TO SAME

GLN: 1100005167483

HUMBOLDT GENERAL HOSPITAL

118 EAST HASKELL STREET

WINNEMUCCA, NEVADA 89445

Telephone 775-621-5712 * Fax 775-625-8552

TO:

SLETTEN CONSTRUCTION COMP

6202 W GOWEN ROAD

BOISE ID 83709

TELEPHONE: 208.658.9888

FAX:

PURCHASE ORDER

№ 215612

DATE 9 / 17 / 2019

DELIVER TO:

SHIP TO / BILL TO (SAME) ACCOUNT#:

SHIP VIA				F.O.B.	TERMS	DATE REQUIRED			
QUANTITY	Date Rec'd	HMS #	MFG REF #	DESCRIPTION	DEPT CHG	PRICE	UOM	TOTAL	
								ORDERED	RECEIVED
1				PCO#003 HGH RX & PT REMODEL PRIME					
2				CONTRACT					
3									
4				PHARMACY MODULAR CASEWORK					
5				QUOTED BY MACHABEE				101,612	71
6									
7								15,241	91
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									

OH&P 15%

~~\$116,854~~ 62

IMPORTANT

OUR ORDER NUMBER MUST APPEAR ON INVOICES, PACKAGES AND CORRESPONDENCE ADVISE US IF UNABLE TO DELIVER BY DATE REQUIRED

CAPITAL PURCHASE _____
BOARD APPROVED _____
FAXED _____
EMAILED _____

APPROVED BY:

[Handwritten Signature]
[Handwritten Signature]



CONSTRUCTION • DESIGN BUILD

LAS VEGAS • PHOENIX • GREAT FALLS • BOISE • CODY

PCO #003

Sletten Construction of Nevada
 6202 West Gowen Road
 Boise, Idaho 83709
 Phone: (208) 658-9888
 Fax: (208) 658-8626

Project: 2957-19573 - HGH Pharmacy & PT Remodel
 118 E. Haskell Street
 Winnemucca, Nevada 89445

Prime Contract Potential Change Order #003: Pharmacy Modular Casework

TO:	Humboldt County Hospital District 118 E. Haskell Street Winnemucca Nevada, 89445	FROM:	Sletten Construction of Nevada 6202 W. Gowen Rd. Boise, ID 83709
PCO NUMBER/REVISION:	003 / 0	CONTRACT:	1 - HGH Pharmacy & PT Remodel Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Bill Sharp
STATUS:	Pending - In Review	CREATED DATE:	8/23/2019
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$116,854.62

POTENTIAL CHANGE ORDER TITLE: Pharmacy Modular Casework

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
 Pharmacy Modular Casework - quoted by Machabee.

ATTACHMENTS:

SSI HGH REV.pdf_ _WAS HCS_DWG_Humboldt General Hsp Pharmacy_SSI_20190503.pdf_

#	Cost Code	Description	Type	Amount
1		Machabee Quote	Other	\$101,612.71
Subtotal:				\$101,612.71
OH&P: 15.00% Applies to all line item types.				\$15,241.91
Grand Total:				\$116,854.62

Eric Newton (CTA Architects Engineers)
 800 West Main Street, Suite 800
 Boise Idaho 83702

Humboldt County Hospital District
 118 E. Haskell Street
 Winnemucca Nevada 89445

Sletten Construction of Nevada
 6202 West Gowen Road
 Boise Idaho 83709

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Theresa Ball 8/23/19

Bill Sharp 8/23/19

Quote To
 Sletten Construction
 6202 W GOWEN RD
 Boise ID 83709-5664

Ship To
 BILL SHARP
 HGH HOSPITAL
 118 E. HASKELL ST.
 Boise ID 89445

Phone 2086589888

Phone +1 (208) 658-9888

Description	Quantity	Unit Price	Extended Price
1 20190503 - HAMILTON CASEWORK SOLUTIONS SEE DRAWING 20190503 ROOM 5-PHARMACY NO ELECTRICAL WIRING, RACEWAYS OR PLUMBING INCLUDED INCLUDES SOLID SURFACE COUNTER TOPS (STANDARD SELECTION) AND LAMINATE CASEWORK (STANDARD SELECTION) PREVAILING WAGE LABOR	1	71,660.94	71,660.94
2 LABOR - TO RECEIVE, DELIVER, AND INSTALL AT PREVAILING WAGE RATES PRODUCT AS DRAWN.	1	17,335.00	17,335.00
3 FREIGHT - TO HGH WINNEMUCCA, NV	1	7,708.00	7,708.00
Quotation Totals			
Sub Total			96,703.94
HUMBOLT-NONTAX			0.00
HUMBOLT-TAX			4,908.77
Grand Total			101,612.71

End of Quotation

ACCEPTED BY:

Theresa Bell

TITLE:

PURCHASING MGR

DATE:

9/17/19

Terms & Conditions

1. **Pricing** Prices quoted by Machabee Office Environments (Seller) are valid for 30 days from date of quote or term of pricing agreement. Freight included unless otherwise noted. Buyer is responsible for all applicable taxes. Prices quoted are based on cash or open account billing.
2. **Design Services** Design and Space Planning are a billable service. At Buyers request or should the sale of product require these services, as mutually determined by Buyer and Seller, appropriate Design fees will be billed to the Buyer on a hourly basis.
3. **Deposits** Unless otherwise agreed upon by Seller, a 50% deposit is required on all orders prior to being placed with the manufacturer. The Seller will determine if additional progress payments will be required as the order moves through manufacturing and installation.
4. **Payment Terms** Product will be invoiced upon delivery. Terms of the sale are net 30 days from date of invoice. A monthly service charge of 1.5% prorated by day, will be applied to any overdue balance in addition to all legal and collection costs incurred. Customers purchasing with an existing contract pricing agreement using a purchase card will be subject to bank processing fee of 3%.
5. **Delivery and Installation** Prior to order entry Buyer and Seller will determine a mutually agreed upon delivery date. Standard delivery hours are Monday through Friday, 8AM to 4PM (except holidays). At Buyers request, Buyer is responsible for any additional charges as a result of partial deliveries, deliveries outside of standard delivery hours or outside of standard delivery area.
6. **Cancellation and Changes** Requests for order changes / cancellations must be submitted to Machabee Office Environments in writing within five business days from receipt of order by Seller and such changes are contingent upon manufacturer terms and conditions. Quick ship orders are not subject to changes or cancellations.
7. **Returns** All product is manufactured to meet specific customer needs and specifications. Product may not be returned for credit or restock charges.
8. **Field Change Orders** If changes occur on the job site requiring additional work, a field change order will be presented by Seller. If these changes require additional charges, Buyer must authorize this Field Change order prior to the additional work being performed.
9. **Conditions of Job Site** Buyer agrees to have job site available, clean, clear and free of debris prior to commencement of furniture installation. Any delays caused by outside trades or the Buyer will be at the expense of the Buyer.
10. **Delays and Storage** If buyer is unable to receive product at the agreed upon delivery date, product will be placed in Sellers warehouse and deemed delivered and will be invoiced and subject to standard payment terms. Buyer will be responsible for additional storage and handling fees for any product warehoused longer than 30 days.
11. **Job Site Services** Buyer shall provide as necessary, air conditioning, lighting, electrical current, heat, hoisting and elevator service. Such will be provided to Seller without charge. Should the product require electrical current, the Buyer is responsible for engaging a licensed electrician for necessary electrical connections to building power source. Any wiring or cabling of telephone or computer systems is the responsibility of Buyer.
12. **Transfer of Ownership** All product delivered to the job site shall be immediately inspected and accepted by Buyer by signing the delivery ticket. The responsibility for the security and safeguarding from damage or loss of the delivered product shall be the responsibility of the Buyer. Buyer shall notify Seller within twenty-four hours of receipt of any concealed damage or product defects.
13. **Final Punchlist** Immediately upon completion of project or delivery a representative from Seller and a representative from the Buyer will prepare a final punchlist outlining all necessary work to be performed in order to complete the project as ordered. Any additional labor or product required to complete the job, not on original specifications, will be at Buyer expense.
14. **Drop Shipments** Should Buyer request product to be drop shipped, the Buyer will provide the receiving personnel and is responsible for unloading and inspection of all product. Any damage or shortages must be reported to Seller within twenty-four hours of receipt of product.

I have read, understand and agree to the terms and conditions of sale as specified in the Terms and Conditions Agreement.

ACCEPTED BY:  TITLE: PURCHASING MGR DATE: 9/17/19

Humboldt General Hospital Pharmacy

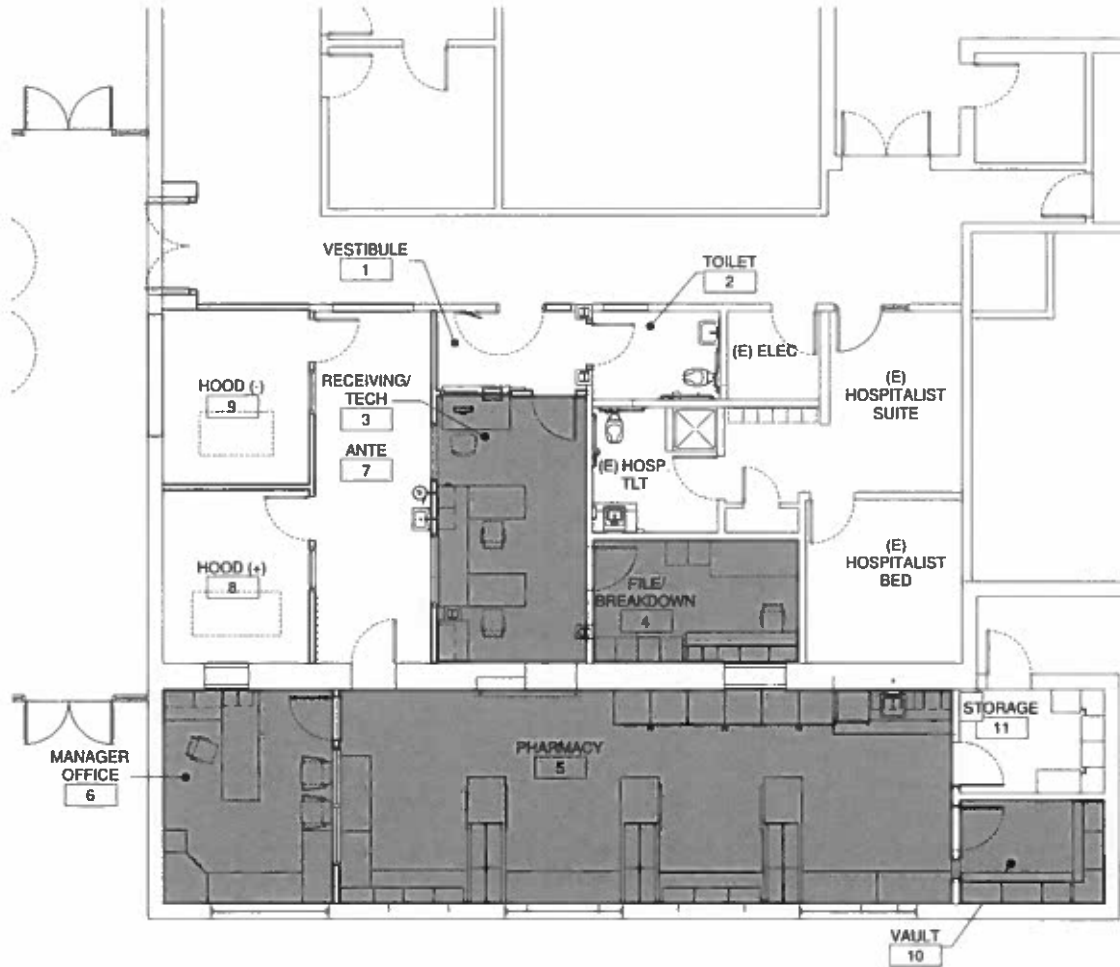
SSI

FINISHES:
 CABINET COLOR: 780
 DOOR FRONT COLOR: 780
 EDGE BAND COLOR: 780
 SHELF COLOR: 780
 INSERT COLOR: 780

OPTIONS:
 KICK PLATE: 780
 FRONT: 780
 HINGE: 780
 DOOR LOCK: 780
 DRAWER SLIDE: 780
 DRAWER INSERT: 780
 DRAWER LOCK: 780
 HANDLE: 780

NOTES:
 1. ALL COUNTERTOPS ARE 1" OVER UNIFORM HOLES
 2. ALL COUNTERTOPS ARE 1" OVER
 3. ALL COUNTERTOPS ARE 1" OVER
 4. ALL COUNTERTOPS ARE 1" OVER

HCS SCOPE



HCS Scope
 1/4" = 1'-0"

CURRENT REVISION		
REV	DESCRIPTION	DATE
4	Revision 4	05/03/2019

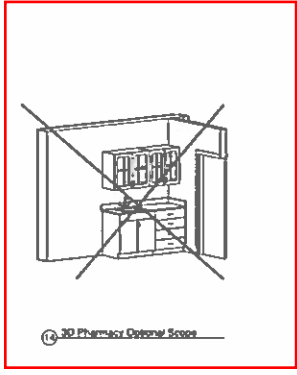
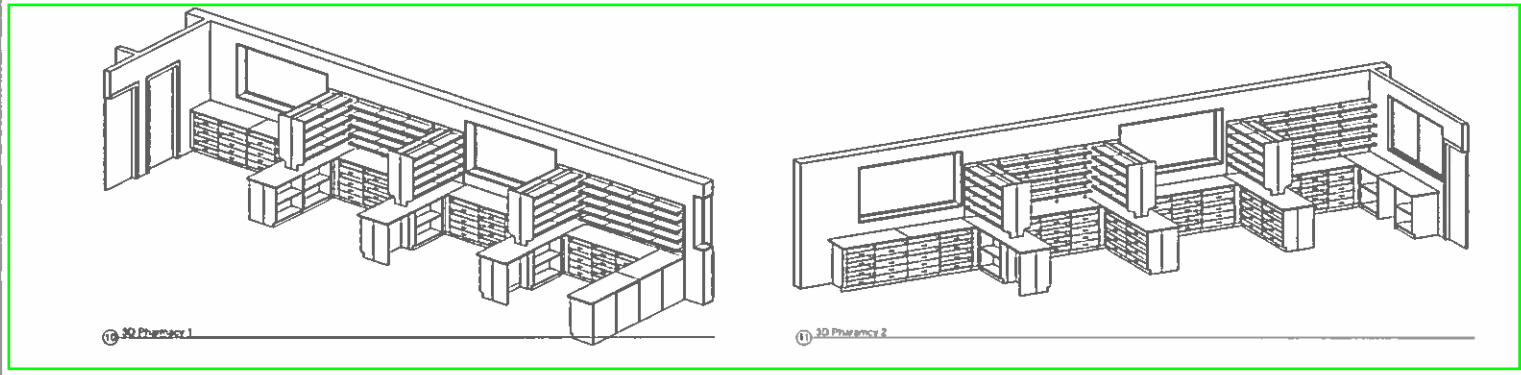
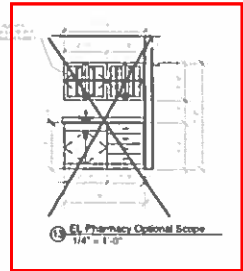
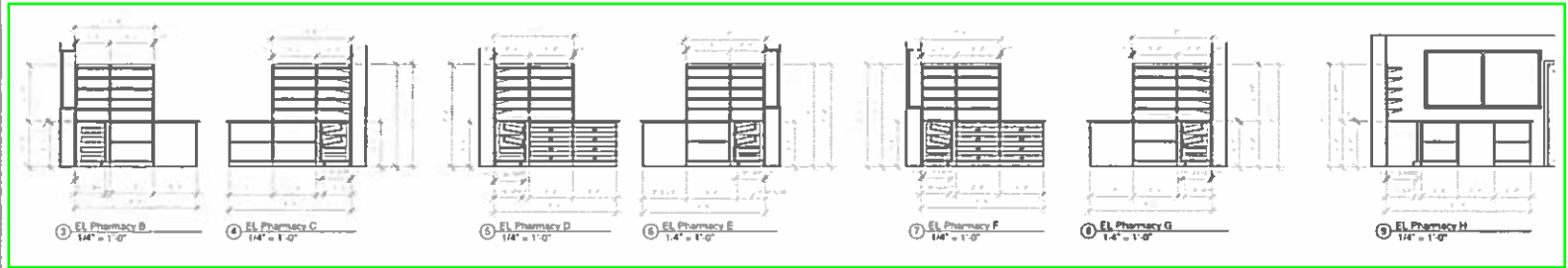
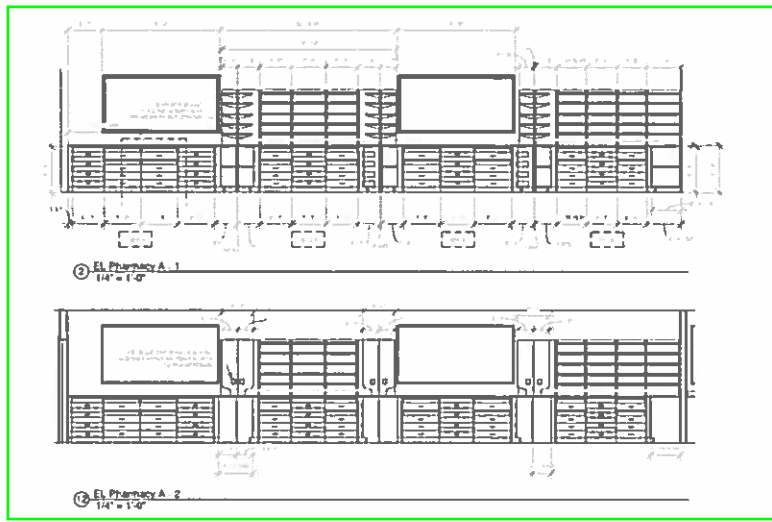
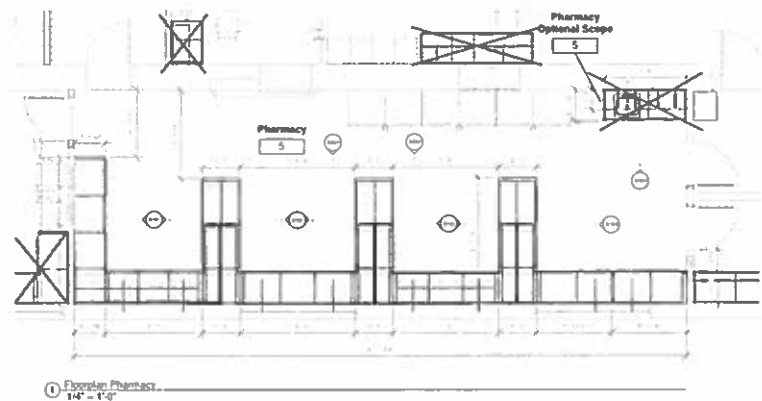
SHEET LIST			
Sheet Number	Sheet Name	Drawn By	Current Revision
A101	Pharmacy	SA	4
A102	Manager Office	SA	2
A103	Vault & File Breakdown	SA	2
A104	Receiving Tech	SA	2
A105	Storage	SA	3



Humboldt General Hospital Pharmacy

MAP
 SSI
Cover
 QUOTE NUMBER
 DATE: 05/03/2019
 DRAWN BY: SA
 SCALE: 1/4" = 1'-0"
 SHEET NO.

C000



H
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Item	Part Name	Quantity	Unit Price	Total Price
1	Pharmacy 1	1	103010012	
2	Pharmacy 2	1	83120012	
3	Pharmacy 3	1	10302012	
4	Pharmacy 4	1	05020012	
5	Pharmacy 5	1	05020012	
6	Pharmacy 6	1	05020012	
7	Pharmacy 7	1	05020012	
8	Pharmacy 8	1	05020012	
9	Pharmacy 9	1	05020012	
10	Pharmacy 10	1	05020012	
11	Pharmacy 11	1	05020012	
12	Pharmacy 12	1	05020012	

Humboldt
General Hospital
Pharmacy

DEALER
SSI

CONTACT:
Chapman

Pharmacy

QUOTE NUMBER	
DATE	05/03/2019
DRAWN BY	KA
SCALE	1/4" = 1'-0"
SS1211	

A101



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1	Rev	Reason	DATE
1		Rev Reason	03/01/2019
2		Revision 2	03/01/2019

Humboldt
General Hospital
Pharmacy

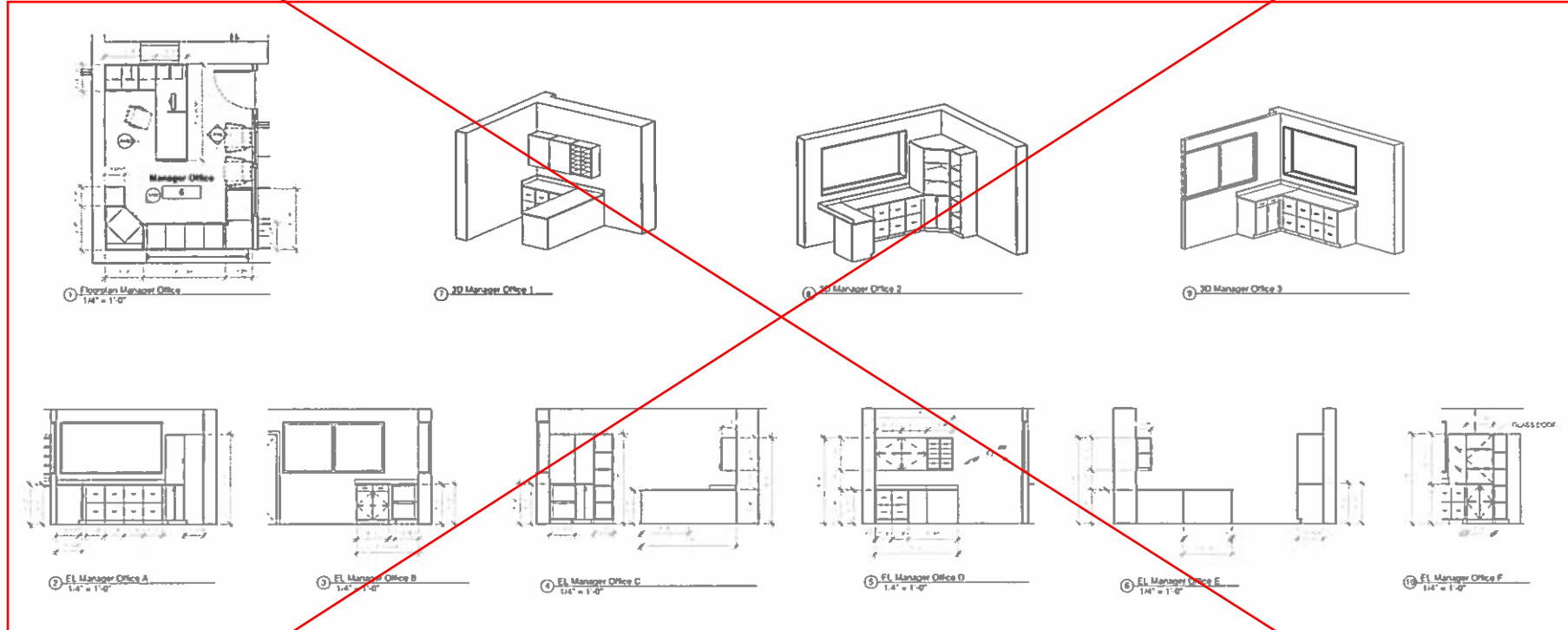
DEALER
SSI

CONTACT:
Chester

Manager Office

QUOTE NUMBER	
DATE	05/03/2019
DRAWN BY	KA
SCALE	1/4" = 1'-0"
SHEET NO.	

A102





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NO.	DESCRIPTION	DATE
1	Final Review	04/01/2019
2	Revisions	03/12/2019

Humboldt
General Hospital
Pharmacy

DEALER:

SSI

CONTACT:

Cherise

**Vault &
File/Breakdown**

QUOTE NUMBER

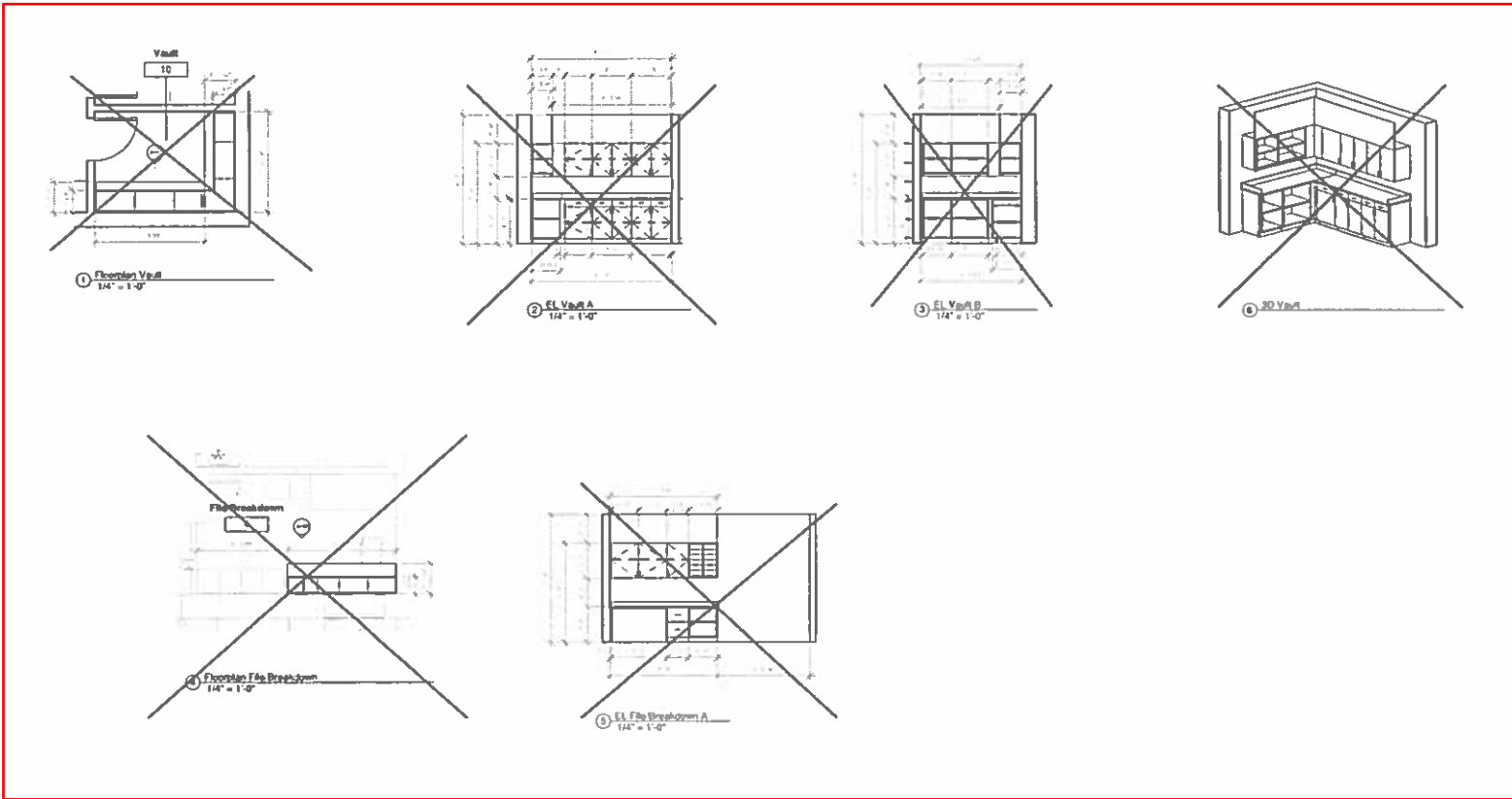
DATE 05/03/2019

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SCALE 1/4" = 1'-0"

SHEET NO

A103





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CABINETS SOLUTIONS

3156 Production Dr
Fairfield, OH 45814
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Rev	Description	By	Date
1	Proj Review	03/01/2019	
2	Revisions 2	03/13/2019	

Humboldt
General Hospital
Pharmacy

DEALER

SSI

CONTACT

Checker

Receiving/Tech

QUOTE NUMBER

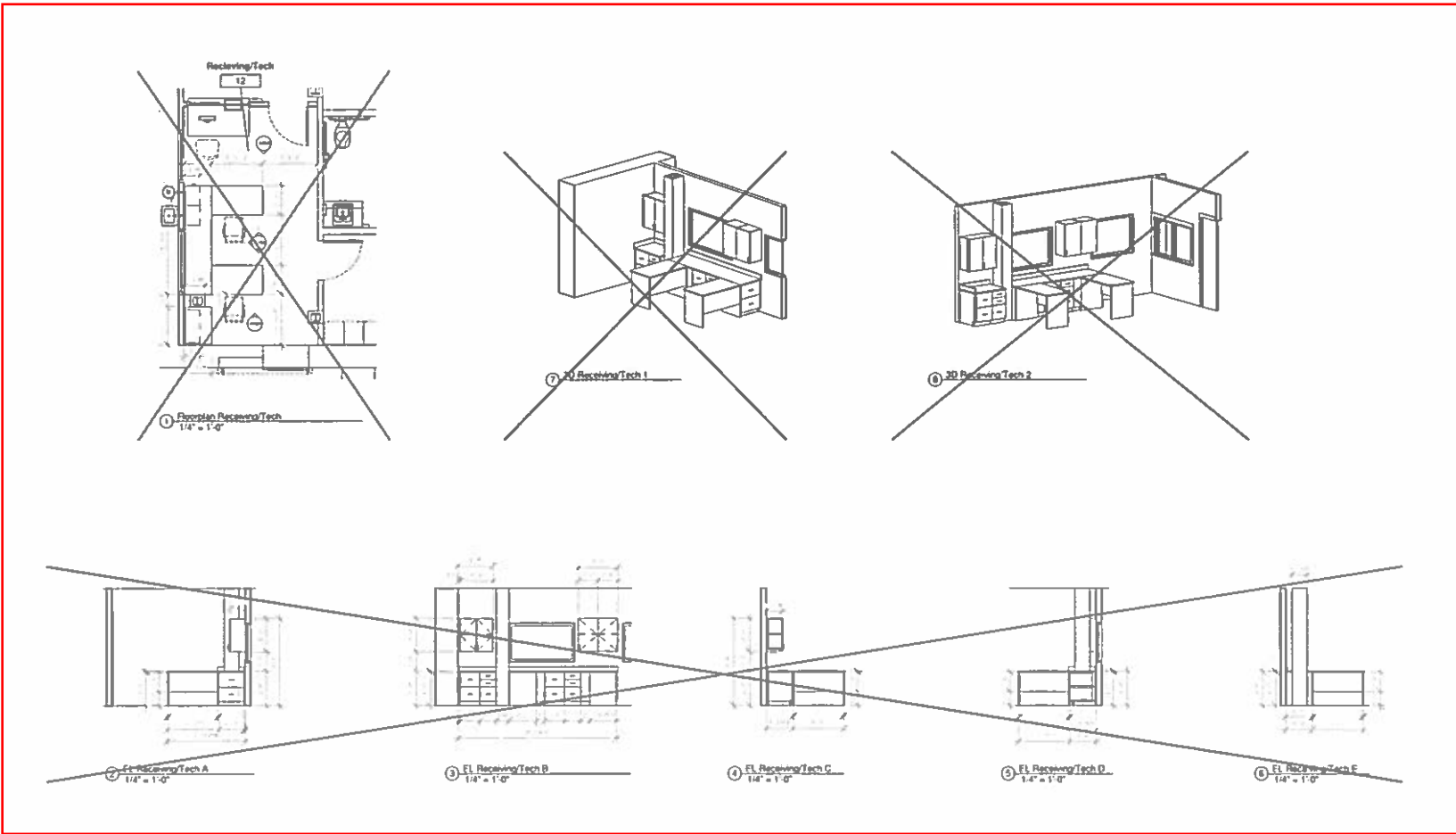
DATE 05/03/2019

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SHEET NO

A104



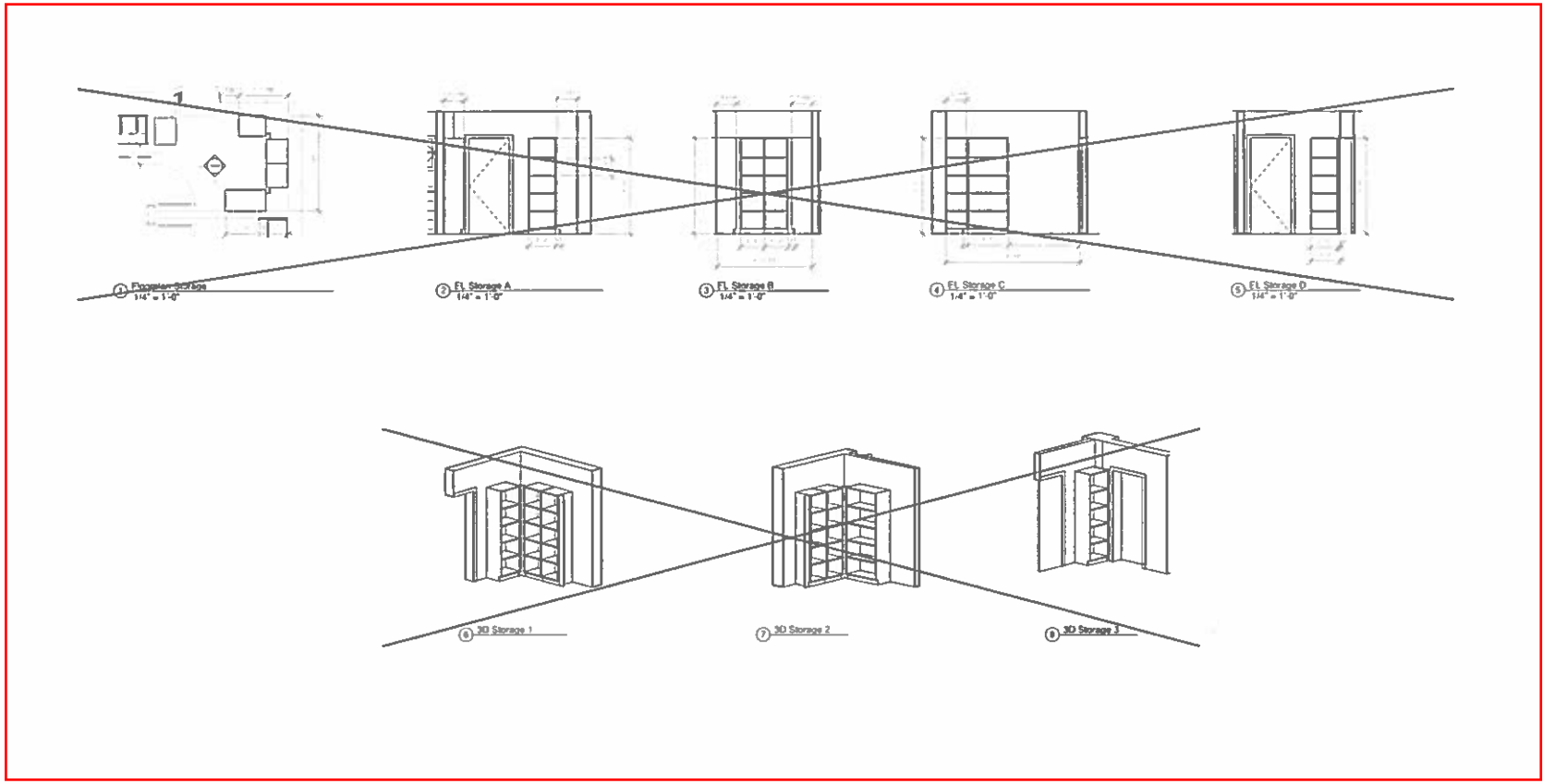


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CABINETRY SOLUTIONS

3156 Pleasanton Dr
Fremont, CA 94538
925-833-9900
humboldt@hamilton.com

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Rev.	Description	Date
1	Approved	04/29/2019



**Humboldt
General Hospital
Pharmacy**

DEALER
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CONTACT
Chester

Storage

QUOTE NUMBER	
DATE	05/03/2019
DRAWN BY	KA
SCALE	1/4" = 1'-0"
SHEET NO	

A105

Cafeteria Remodel Project

Humboldt General Hospital
Board of Trustees Meeting
September 24, 2019
Agenda item: F4

Executive Summary – Cafeteria Remodel Project

Request

Approval of CTA Architects proposed fees for services related to Cafeteria remodel – not to exceed \$25,000.

Background

Previously the board approved the replacement of the HVAC system in the cafeteria area, included in the current remodel project.

The cafeteria is in need of an update including additional seating space. Staff requests approval of fees to CTA Architects – not to exceed \$25,000, to plan and design an expansion remodel of the hospital cafeteria. Plan includes expanding the cafeteria seating into the space currently known as the “quiet room.” Conference rooms are adequate to provide for the annexation of this “quiet room” to the cafeteria. Finishes such as baseboards and flooring need to be replaced, as well as light fixtures and seating. To clarify, the proposed fees are only for work by the architect. Construction/fixtures, furniture and finishes will be a separate cost. If general plan is approved, Sletton is on site now, we would add the demo of the wall between the cafeteria and the quiet room to their current project scope (expect a change order). Duane Grannis, Facility Manager, will determine what work could be completed by his department and what work would require outside contractors.



September 18, 2019

Humboldt General Hospital
c/o Karen Cole
118 E Haskell Street
Winnemucca, NV 89445

RE: Humboldt General Hospital Café Remodel

Dear Mrs. Cole:

This letter is to confirm our sincere interest in this project and establish an agreement between CTA Architects Engineers and Humboldt General Hospital.

THE PROJECT:

Provide architectural and engineering services for the design of the Cafeteria Remodel. Confirm scope of work with Hospital executives. Create Proposal Request for pricing of work and incorporation into current Pharmacy & Physical Therapy Remodel project contract. Assist in acquiring the necessary permits required by the local authority having jurisdiction.

SCOPE OF SERVICES:

Architectural, Mechanical/Plumbing, Electrical-

- Provide full design services for remodeling the cafeteria and adjacent meeting room
- Selection of finishes to blend with other areas of Hospital
- Coordinate owner provided equipment
- Provide construction documents for bidding
- Review bids, obtain building permit
- Provide any assistance necessary during construction
- Conduct (3) site visits as necessary during design, construction and completion

Services not included-

- Kitchen equipment planning, selection & design
- A/V design and planning
- Acoustical design and planning
- Furniture and art selection

TOTAL FEES (Excluding reimbursables & services below)

Design and Construction Documents	\$ 13,250
Bidding and Construction Administration.....	\$ 8,500
Total Fee.....	\$ 21,750

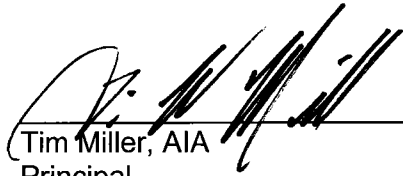
REIMBURSABLES: Reimbursables will be billed monthly as incurred:

Printing and Travel..... \$ expense x 1.05

Thank you for this opportunity. We are looking forward to providing you with the Architectural and Engineering services for this project. If you have any questions please do not hesitate to contact me at 208-577-5604.

Sincerely,

CTA ARCHITECTS ENGINEERS



Tim Miller, AIA
Principal

Accepted:

Date:

Karen Cole, CEO
Humboldt General Hospital

HUMBOLDT GENERAL HOSPITAL CORNER CAFE REMODEL

118 E. HASKELL ST. WINNEMUCCA, NV 89445

PERMIT DRAWINGS

DECEMBER 1, 2015



SHEET INDEX

GENERAL

G100 COVER SHEET
F101 CODE PLAN

ARCHITECTURAL

A001 DEMOLITION PLANS
A101 FLOOR PLAN AND REFLECTED CEILING PLAN
A501 FINISH PLANS AND INTERIOR ELEVATIONS
A601 DOOR SCHEDULE AND DETAILS

MECHANICAL

M101 MECHANICAL CAFE PLAN

ELECTRICAL

E001 ELECTRICAL SPECIFICATIONS
E200 ELECTRICAL LIGHTING PLAN
E300 ELECTRICAL POWER PLAN
E600 ELECTRICAL DEMOLITION PLAN

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HUMBOLDT GENERAL HOSPITAL
CAFE REMODEL
118 E. HASKELL ST

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DATE: 01.19.16
CTA # HGHCFAFE

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COVER SHEET

SHEET

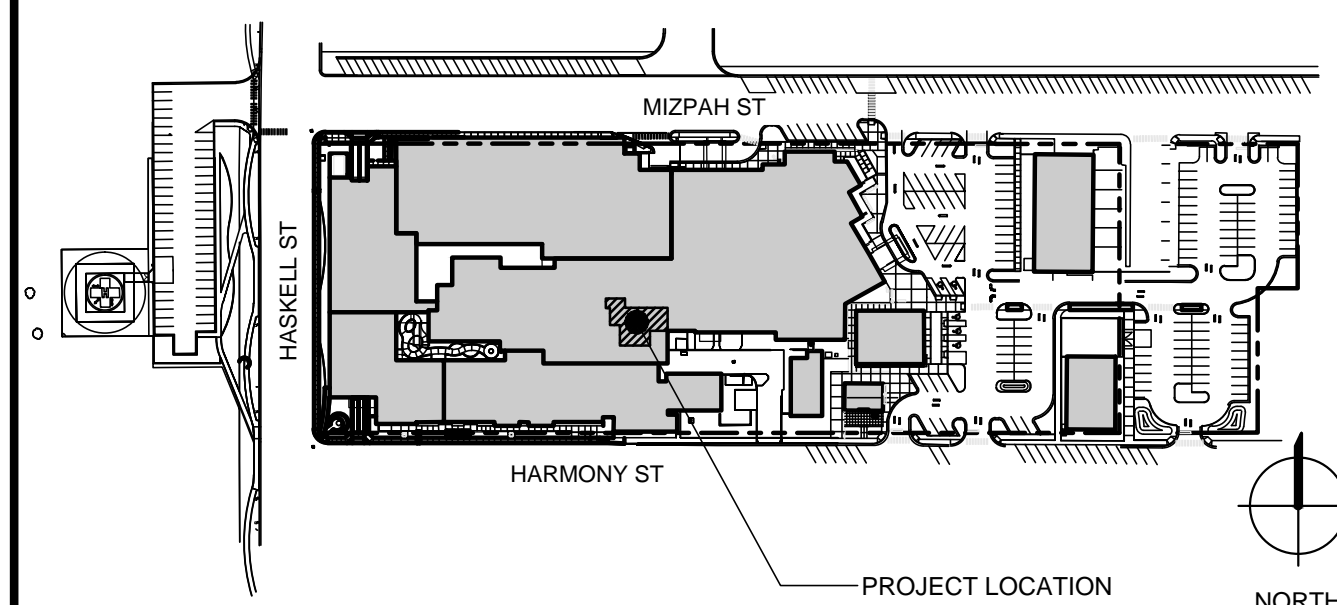
G100

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PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF THE INTERNAL REMODEL OF THE EXISTING DINING AREA. THE REMODEL CONSISTS MAINLY OF FINISHES AND CASEWORK ADDITIONS. THIS PROJECT WILL COMBINE THE EXISTING DINING ROOM AND THE EXISTING 'QUIET ROOM' INTO A NEW DINING AREA AND PRIVATE DINING AREAS.

KEY PLAN



CONTACTS



800 WEST MAIN ST
SUITE 800
BOISE, ID 83702
(208) 336-4900

OWNER

HUMBOLDT COUNTY HOSPITAL DISTRICT
118 E. HASKELL ST.
WINNEMUCCA, NV 89445

ARCHITECT

CTA INC.
800 W. MAIN ST. SUITE 800
BOISE, ID 83702
CONTACT: LINDSAY ERB
PHONE: (208) 336-4900

STRUCTURAL

CTA INC.
800 W. MAIN ST. SUITE 800
BOISE, ID 83702
CONTACT: KARA ARNOLD
PHONE: (208) 336-4900

INTERIORS

CTA INC.
800 W. MAIN ST. SUITE 800
BOISE, ID 83702
CONTACT: NATALIE MILLER
PHONE: (208) 336-4900

OWNER REPRESENTATIVE

MICHAEL CLAY CORPORATION
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WINNEMUCCA, NV 89445
CONTACT: MIKE SHEPPARD
PHONE: (775) 623-4488

MECHANICAL

CTA INC.
800 W. MAIN ST. SUITE 800
BOISE, ID 83702
CONTACT: LAURA RANKIN
PHONE: (208) 336-4900

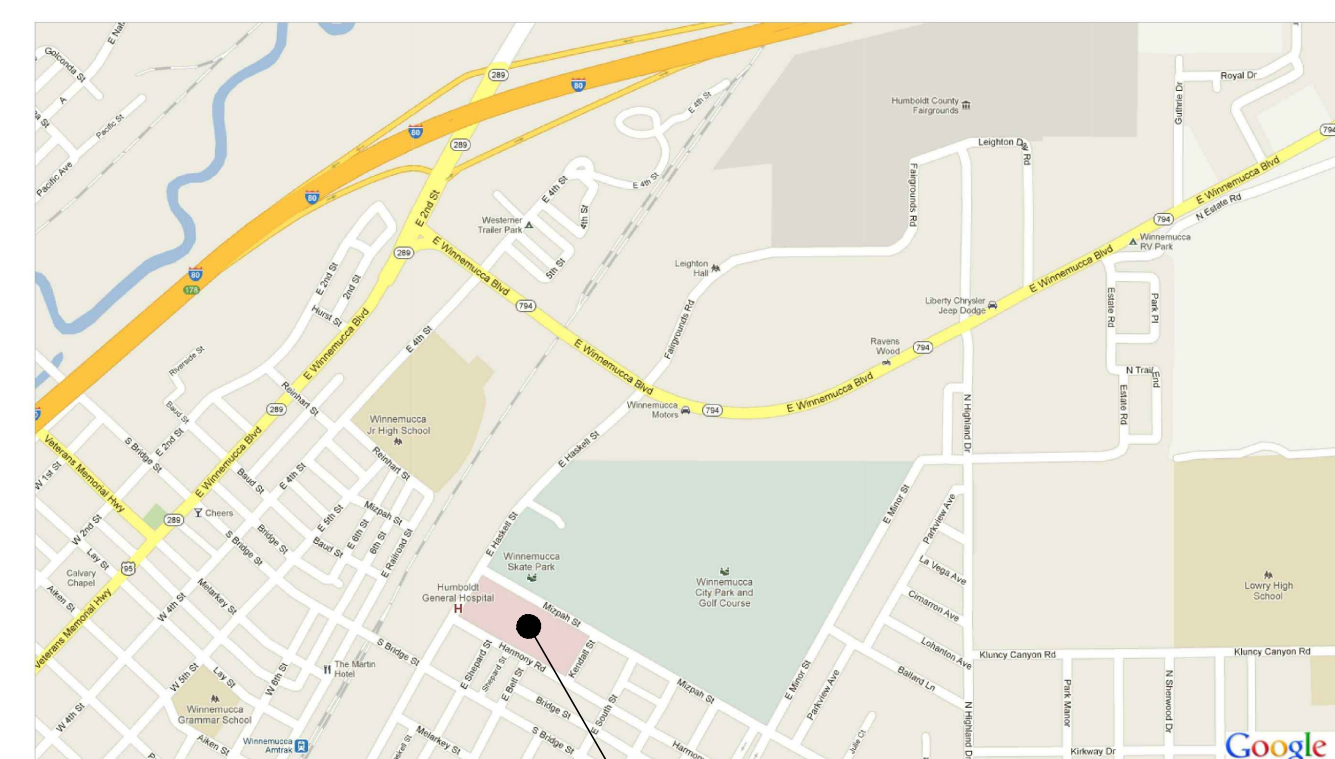
PLUMBING

CTA INC.
800 W. MAIN ST. SUITE 800
BOISE, ID 83702
CONTACT: LAURA RANKIN
PHONE: (208) 336-4900

ELECTRICAL

CTA INC.
800 W. MAIN ST. SUITE 800
BOISE, ID 83702
CONTACT: KEN BUTLER
PHONE: (208) 336-4900

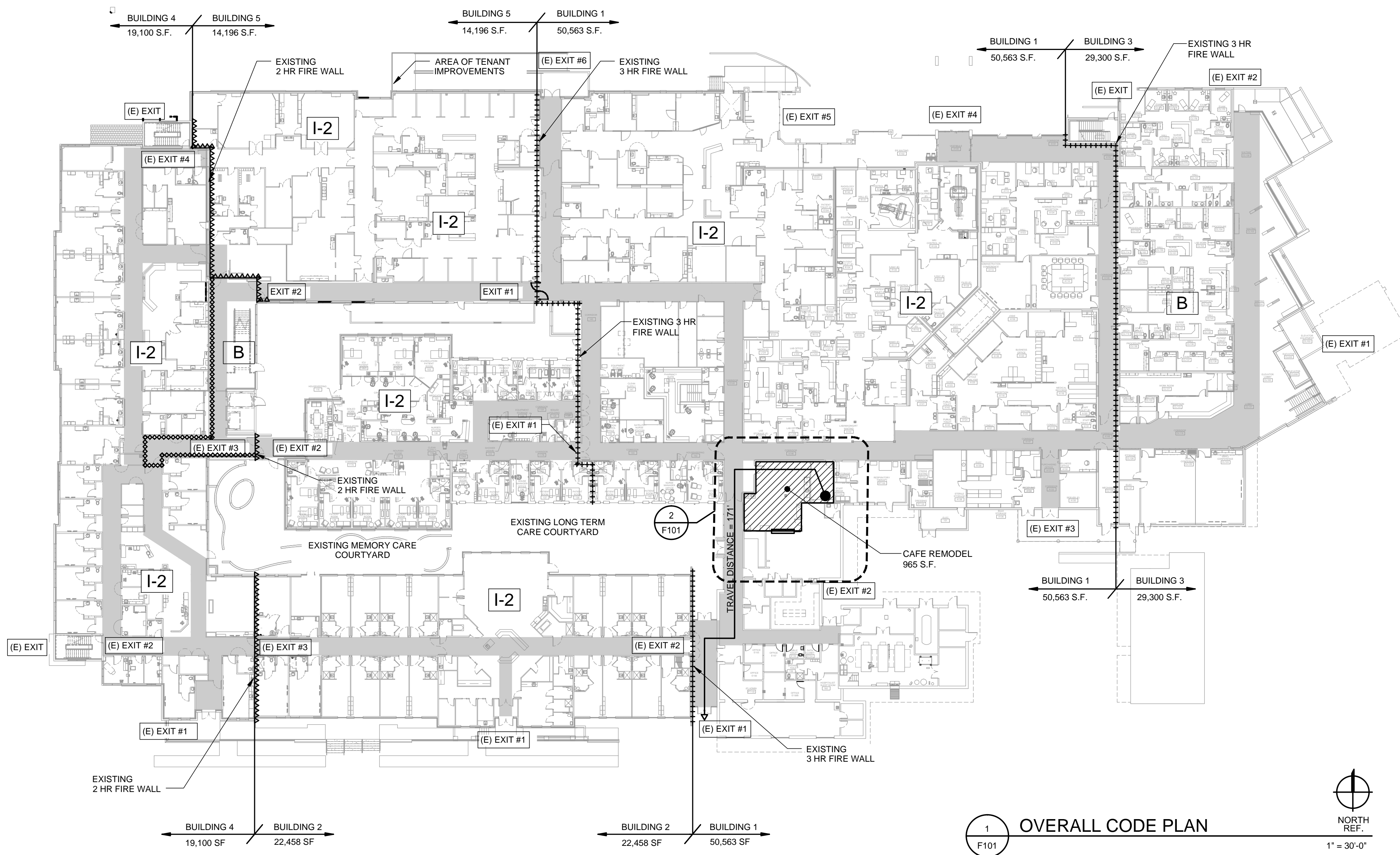
VICINITY MAP



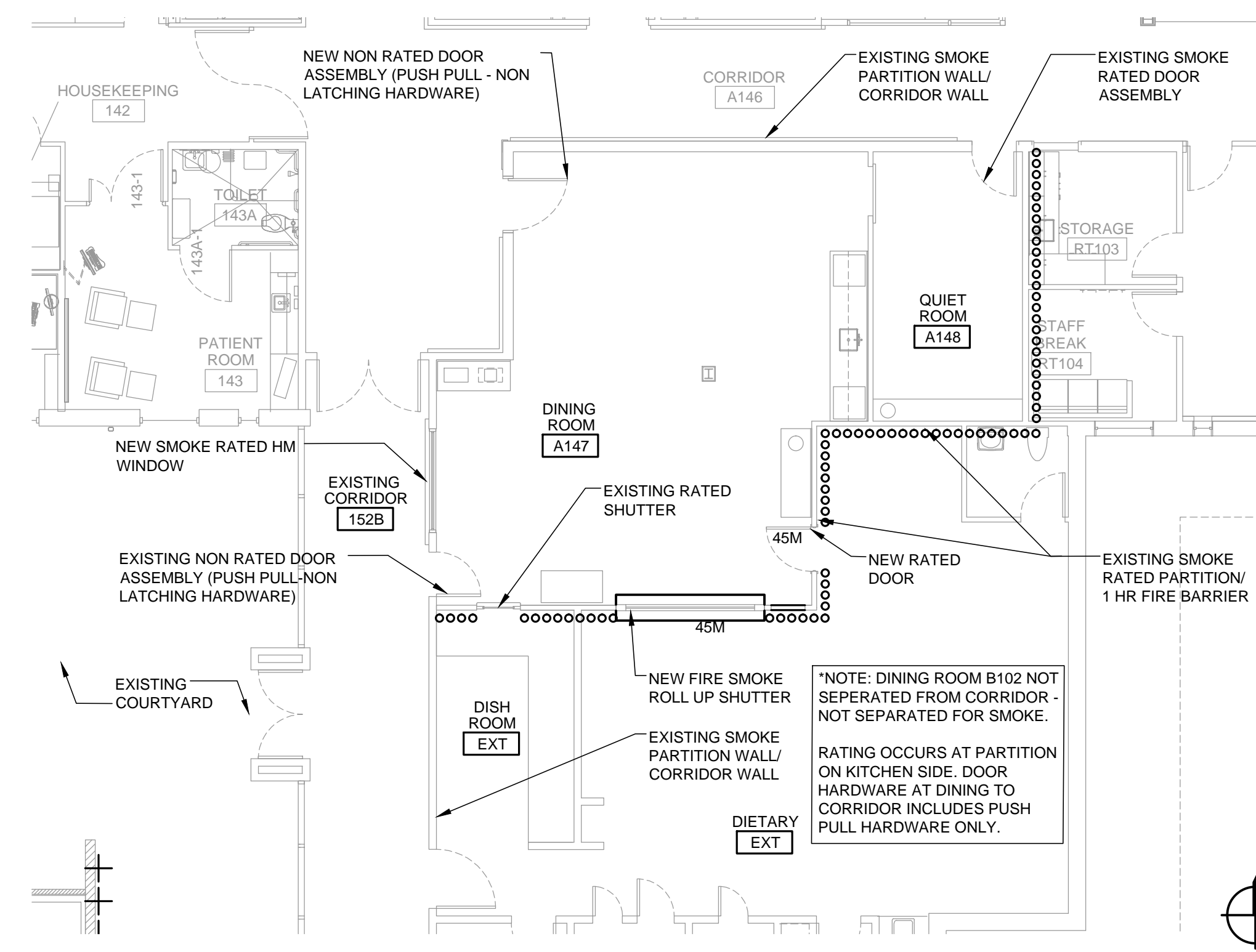
PROJECT LOCATION

REGIONAL MAP





1 OVERALL CODE PLAN
F101



2 CAFE CODE PLAN
F101



CAFE REMODEL	
CODE ANALYSIS 2012 IBC - BUILDING #5/#1	
OCCUPANCY: I-2	STORIES: ONE STORY
CONSTRUCTION TYPE: III-A	FULLY SPRINKLERED FIRE ALARM SYSTEM PROVIDED AUTOMATIC FIRE DETECTION PROVIDED
SECTION 302 - CLASSIFICATION INSTITUTIONAL GROUP I-2 - (HOSPITAL)	
SECTION 602 - CONSTRUCTION CLASSIFICATION	
TABLE 601 - TYPE III-A	
BUILDING ELEMENT	HOURS
PRIMARY STRUCTURAL FRAME	1
EXTERIOR BEARING WALLS	2
INTERIOR BEARING WALLS	1
NON-BEARING WALLS (EXTERIOR)	TABLE 602
NON-BEARING WALLS (INT.)	0
FLOOR CONSTRUCTION & SECONDARY MEMBERS	1
ROOF CONSTRUCTION	1
PER SECTION 1016.2 - MAXIMUM TRAVEL DISTANCE I-2 = 200' (W / SPRINKLER SYSTEM)	
PER SECTION 1018.4 - DEAD END CORRIDORS I-2 = 20 FEET	
ROOF FIRE CLASSIFICATION (IBC TABLE 1505.1) = B	
CODE ANALYSIS NFPA 101-2012 - LIFE SAFETY	
OCCUPANCY: (HEALTHCARE)	STORIES: ONE STORY
CONSTRUCTION TYPE: BUILDING #1 - III (Z11)	FULLY SPRINKLERED
NFPA 220 TABLE 4.1.1	TYPE III (Z11)
EXTERIOR BEARING WALLS	= 2HR
INTERIOR BEARING WALLS	= 1HR
COLUMNS	= 1HR
BEAMS AND GIRDERS	= 1HR
FLOOR - CEILING ASSEMBLIES	= 1HR
ROOF - CEILING ASSEMBLIES	= 1HR
INTERIOR NON-BEARING WALLS	= 0HR
EXTERIOR NON-BEARING WALLS	= 0HR
18.2.5.2	DEAD END CORRIDORS = 30'
18.2.6.2.1	MAX TRAVEL DISTANCE = 200'
18.3.6.2.3	CORRIDOR WALLS = SMOKE WALLS

CODE PLAN LEGEND

- +++++++ EXISTING 3 HR FIRE WALL PER SECTION 706
- △△△△△△ EXISTING 2 HR FIRE WALL PER SECTION 706
- EXISTING SMOKE RATED PARTITION/ 1 HR FIRE BARRIER PER SECTION 706
- SM OPENING PREVENTS PASSAGE OF SMOKE
- 45M 45 MINUTE DOOR
- 60M 60 MINUTE DOOR
- 90M 90 MINUTE DOOR
- 180M 180 MINUTE DOOR
- ←● TRAVEL DISTANCE
- GRAY INDICATES EXTENTS OF EXIT ACCESS CORRIDOR SYSTEM

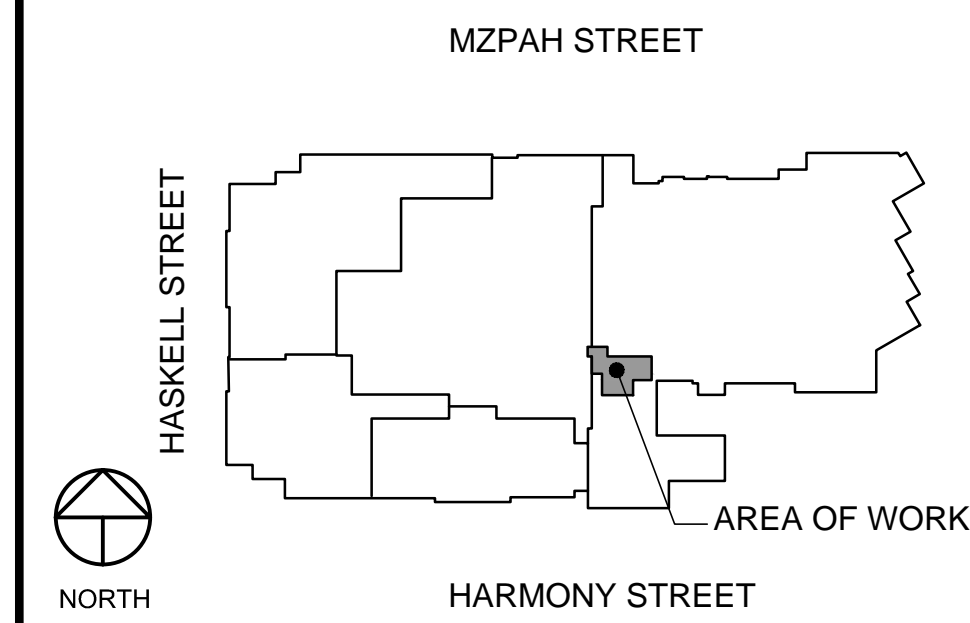
GENERAL DEMOLITION NOTES:

A. COORDINATE WITH CIVIL, STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL FOR ADDITIONAL REQUIREMENTS.

CODES OF RECORD

- CODES OF RECORD:
- 2012 INTERNATIONAL BUILDING CODE
 - 2011 NATIONAL ELECTRICAL CODE
 - 2012 UNIFORM MECHANICAL CODE
 - 2012 UNIFORM PLUMBING CODE
 - 2012 INTERNATIONAL FIRE CODE
 - 2009 INTERNATIONAL FUEL GAS CODE
 - 2005 NFPA 99C STANDARD ON GAS AND VACUUM SYSTEMS (MED GAS)
 - 2009 INTERNATIONAL ENERGY CONSERVATION CODE
 - 2012 NFPA 101 LIFE SAFETY CODE
 - 2012 NFPA 99 STANDARD FOR HEALTH CARE FACILITIES
 - 2009 IECC
 - 2004 AMERICAN SOCIETY OF ENGINEERS, BOILER AND PRESSURE VESSEL CODE
 - 2002 AMERICAN SOCIETY OF MECHANICAL ENGINEERS PUBLICATION CSD-1, CONTROLS AND SAFETY
 - 2004 NATIONAL BOARD OF BOILER AND PRESSURE VALVE INSPECTORS
 - NATIONAL BOARD INSPECTION CODE
 - 2004 SAFETY CODE FOR ELEVATORS AND ESCALATORS, ASME A17.1, A17.1a ADDENDA AND ASME A17.1S, 2005 SUPPLEMENT
- CITY OF WINNEMUCCA CURRENT DESIGN CRITERIA:
- SEISMIC DESIGN CATEGORY - D(D1)
 - ROOF LIVE LOAD - 25 PSF
 - GROUND SNOW LOAD - 20 PSF
 - WIND - 120 MPH (3 SEC GUST), EXPOSURE C
 - FROST DEPTH - 24"
- OTHER REGULATIONS:
- 2006 AIA GUIDELINES FOR DESIGN OF HEALTH CARE FACILITIES
 - A. ACCESSIBLE AND USABLE BUILDINGS ICC A117.1 - 2009

KEY PLAN



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CTA
 CODE PLAN
 SHEET
 F101

CAFE REMODEL

CODE ANALYSIS 2012 IBC - BUILDING #5/#1

OCCUPANCY: I-2

STORIES: ONE STORY

CONSTRUCTION TYPE: III-A

FULLY SPRINKLERED
FIRE ALARM SYSTEM PROVIDED
AUTOMATIC FIRE DETECTION PROVIDED

SECTION 302 - CLASSIFICATION
INSTITUTIONAL GROUP I-2 - (HOSPITAL)

SECTION 602 - CONSTRUCTION CLASSIFICATION

TABLE 601 - TYPE III-A

<u>BUILDING ELEMENT</u>	<u>HOURS</u>
PRIMARY STRUCTURAL FRAME	1
EXTERIOR BEARING WALLS	2
INTERIOR BEARING WALLS	1
NON-BEARING WALLS (EXTERIOR)	TABLE 602
NON-BEARING WALLS (INT.)	0
FLOOR CONSTRUCTION & SECONDARY MEMBERS	1
ROOF CONSTRUCTION	1

PER SECTION 1016.2 - MAXIMUM TRAVEL DISTANCE
I-2 = 200' (W / SPRINKLER SYSTEM)

PER SECTION 1018.4 - DEAD END CORRIDORS
I-2 = 20 FEET

ROOF FIRE CLASSIFICATION (IBC TABLE 1505.1) = B

CODE ANALYSIS NFPA 101-2012 - LIFE SAFETY

OCCUPANCY: (HEALTHCARE)

STORIES: ONE STORY

CONSTRUCTION TYPE:
BUILDING #1 - III (211)

FULLY SPRINKLERED

NFPA 220 TABLE 4.1.1

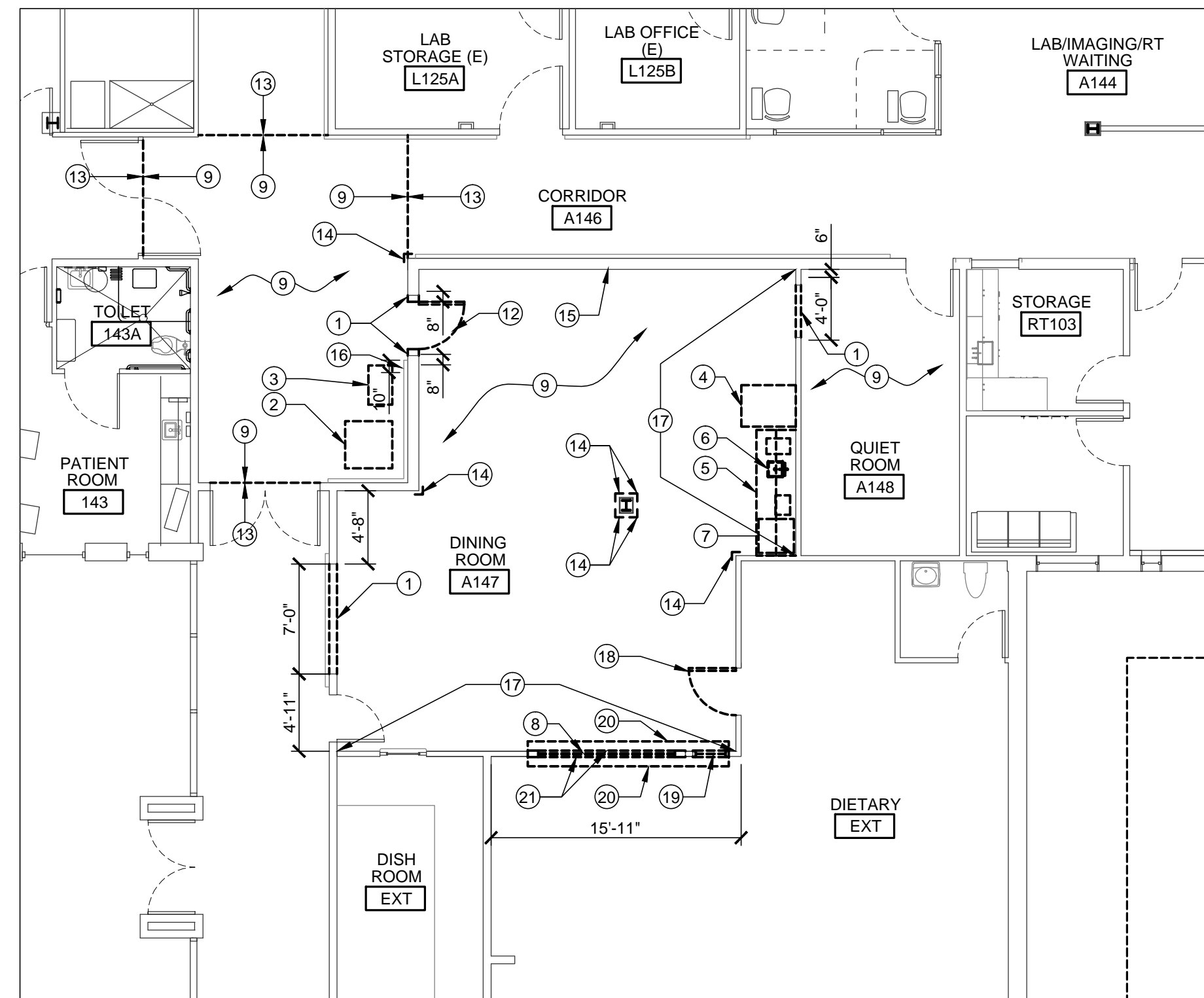
TYPE III (211)

EXTERIOR BEARING WALLS	=	2HR
INTERIOR BEARING WALLS	=	1HR
COLUMNS	=	1HR
BEAMS AND GIRDERS	=	1HR
FLOOR - CEILING ASSEMBLIES	=	1HR
ROOF - CEILING ASSEMBLIES	=	1HR
INTERIOR NON-BEARING WALLS	=	0HR
EXTERIOR NON-BEARING WALLS	=	0HR

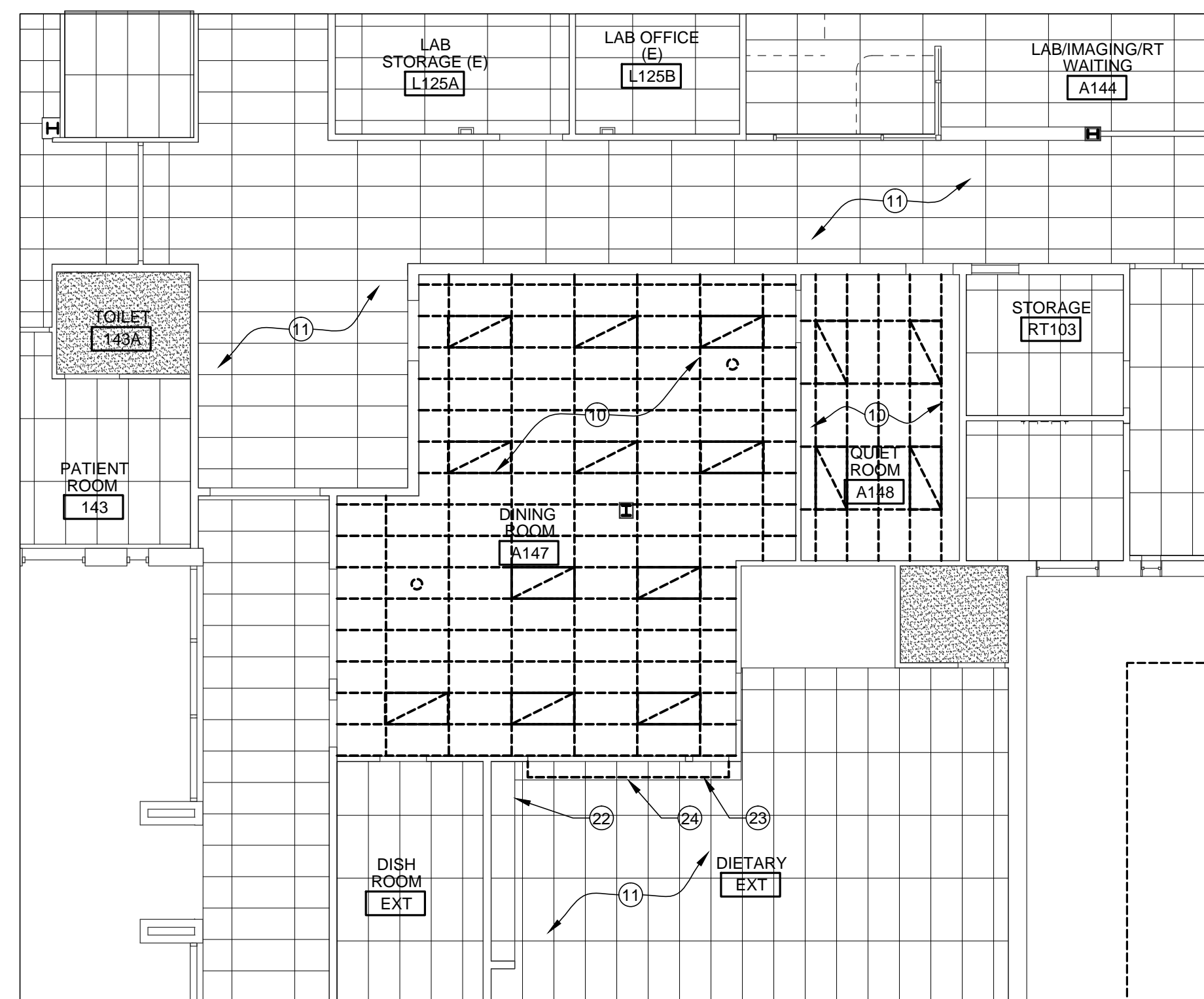
18.2.5.2	DEAD END CORRIDORS	=	30'
18.2.6.2.1	MAX TRAVEL DISTANCE	=	200'
18.3.6.2.3	CORRIDOR WALLS	=	SMOKE WALLS

GENERAL DEMOLITION NOTES:

A. COORDINATE WITH CIVIL, STRUCTURAL, MECHANICAL, PLUMBING,
AND ELECTRICAL FOR ADDITIONAL REQUIREMENTS.



1 DEMOLITION PLAN
A001 1/8"=1'-0"



2 DEMOLITION REFLECTED CEILING PLAN
A001 1/8"=1'-0"

GENERAL DEMOLITION NOTES:

- A. THESE DRAWINGS ARE BASED UPON EXISTING DRAWINGS AND SITE OBSERVATIONS. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING WORK.
- B. THIS PLAN REPRESENTS ARCHITECTURAL DEMOLITION. ITS PURPOSE TO GRAPHICALLY DEPICT MAJOR ASSEMBLIES THAT MUST BE REMOVED BY THE CONTRACTOR IN ORDER TO ALLOW INSTALLATION OF THE REPROGRAMMED SPACE AND NEW ASSEMBLIES. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND EXTENT OF THESE FINISHES AND ASSEMBLIES.
- C. COORDINATE WITH MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL DEMOLITION REQUIREMENTS.
- D. OWNER SHALL REMOVE AND SALVAGE ALL WALL MOUNTED EQUIPMENT IN ALL SPACES WITH DEMOLITION WORK.
- E. OWNER SHALL REMOVE AND SALVAGE ALL MOVEABLE FURNITURE IN ALL SPACES WITH DEMOLITION WORK.
- F. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONTINUOUS ACCESS TO ENTRIES AND LIFE-SAFETY EXITS FOR THE OCCUPANTS AT ALL TIMES. RE: F101 SHEET FOR CODE REQUIREMENTS OF EXISTING BUILDING TO REMAIN.
- G. RE: FINISH FLOOR PLAN A501 FOR EXTENT OF NEW FINISH INFORMATION AND PROTECT EXISTING FROM DAMAGE DURING DEMOLITION AS REQUIRED FOR CONTINUATION OF FINISH WORK.
- H. PATCH AND REPAIR ALL WALL FINISHES, FLOOR FINISHES, AND CEILING FINISHES WHERE PARTIAL DEMOLITION OCCURS.
- I. REMOVE AND SALVAGE TO OWNER ALL EXISTING LIGHT FIXTURES AND SIGNAGE.

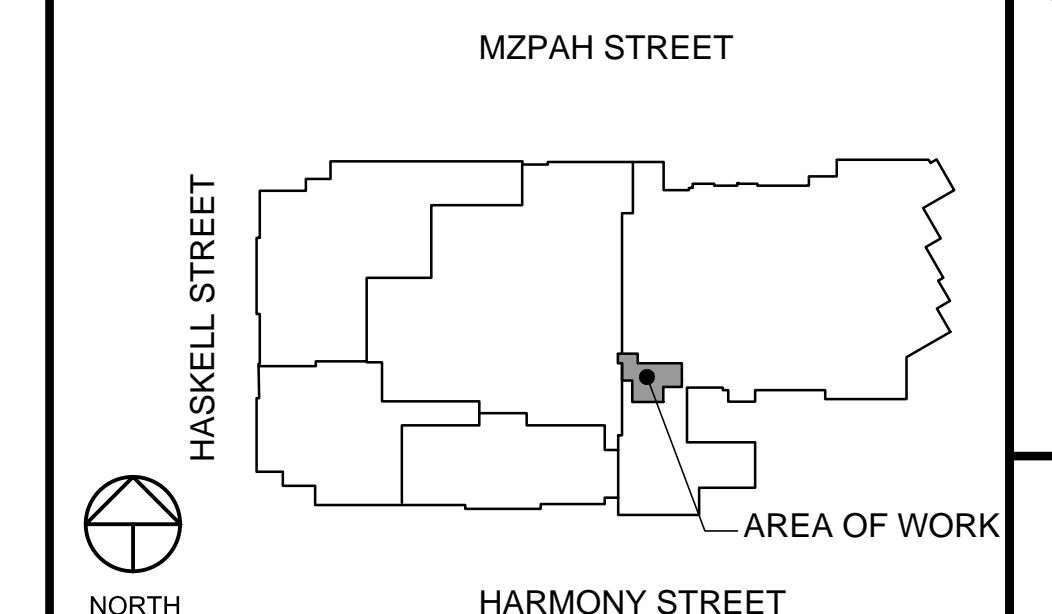
(X) DEMOLITION NOTES:

- 1. REMOVE WALL COMPLETELY TO EXTENT SHOWN, PATCH AND REPAIR ADJACENT SURFACES AS REQUIRED.
- 2. REMOVE AND RELOCATE VENDING MACHINE - COORDINATE WITH OWNER.
- 3. REMOVE AND RELOCATE CANDY MACHINE - COORDINATE WITH OWNER.
- 4. REMOVE AND RELOCATE ICE MACHINE - COORDINATE WITH OWNER.
- 5. REMOVE CASEWORK COMPLETELY.
- 6. REMOVE SINK COMPLETELY.
- 7. REMOVE AND RELOCATE UNDER COUNTER REFRIGERATOR.
- 8. REMOVE EXISTING FIRE RATED ROLL UP DOOR AND ALL RELATED ITEMS PREP AREA FOR INSTALLATION OF NEW DOOR.
- 9. REMOVE FLOORING COMPLETELY AND PREPARE SURFACE FOR INSTALLATION OF NEW FLOORING.
- 10. REMOVE ACOUSTICAL CEILING TILES, ACOUSTICAL GRID TO REMAIN. COORDINATE WITH ELECTRICAL AND MECHANICAL DRAWINGS FOR ADDITIONAL ITEMS OF DEMOLITION AT THE CEILING.
- 11. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR WORK IN THIS AREA.
- 12. REMOVE DOOR AND RELATED ITEMS COMPLETELY. SALVAGE TO OWNER. REMOVE FRAME COMPLETELY.
- 13. EXISTING FLOORING TO REMAIN. PROTECT DURING CONSTRUCTION.
- 14. REMOVE CORNER GUARD.
- 15. REMOVE AND RELOCATE TV.
- 16. REMOVE SECTION OF HAND RAIL BACK TO 6" PAST OPENING. CAP END.
- 17. TEMPORARILY REMOVE ALL OUTLETS, WALL MOUNTED LIGHT FIXTURES, LIGHT SWITCHES, AND MISCELLANEOUS ITEMS FOR APPLICATION OF NEW WALL - REINSTALL AS REQUIRED.
- 18. REMOVE DOOR AND ALL RELATED ITEMS. SALVAGE HARDWARE FOR RELOCATION TO NEW DOOR. FRAME TO REMAIN.
- 19. REMOVE EXISTING WIRE GLASS RATED WINDOW.
- 20. REMOVE EXISTING STAINLESS STEEL COUNTER.
- 21. REMOVE WALL TILE AT THIS WALL FROM FLOOR TO CEILING.
- 22. EXISTING SOFFIT TO REMAIN.
- 23. EXISTING ROLL UP DOOR CABINET TO BE REMOVED.
- 24. EXISTING SOFFIT TO REMAIN. MODIFY AS REQUIRED FOR NEW CABINET AS REQUIRED.

DEMOLITION LEGEND

- 1 - DETAIL OR SECTION NUMBER
- X101 - SHEET NUMBER
- ELEMENTS TO BE REMOVED
- (X) DEMOLITION NOTE

KEY PLAN



REVISIONS

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DEMOLITION
PLAN

SHEET
A001

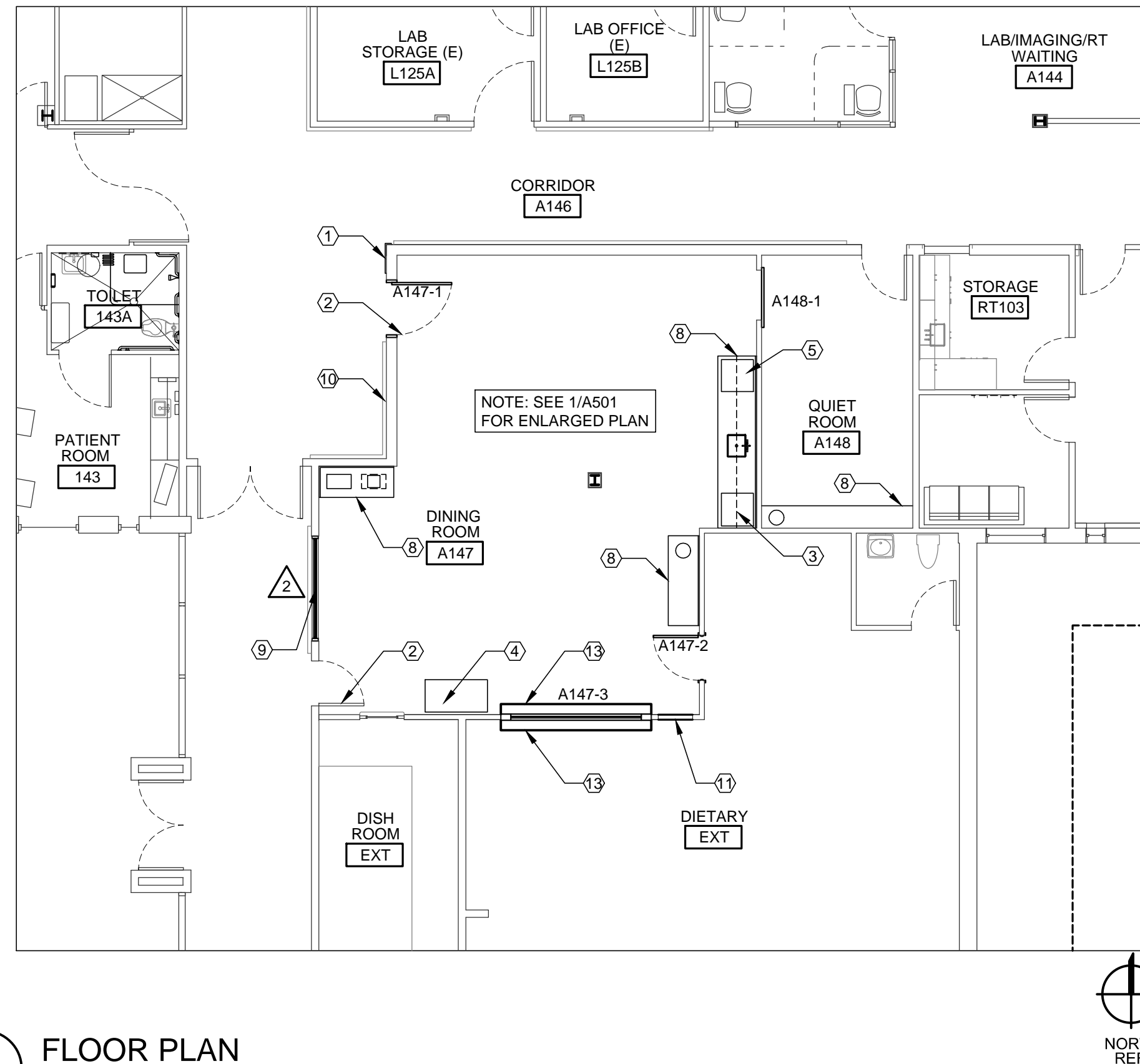
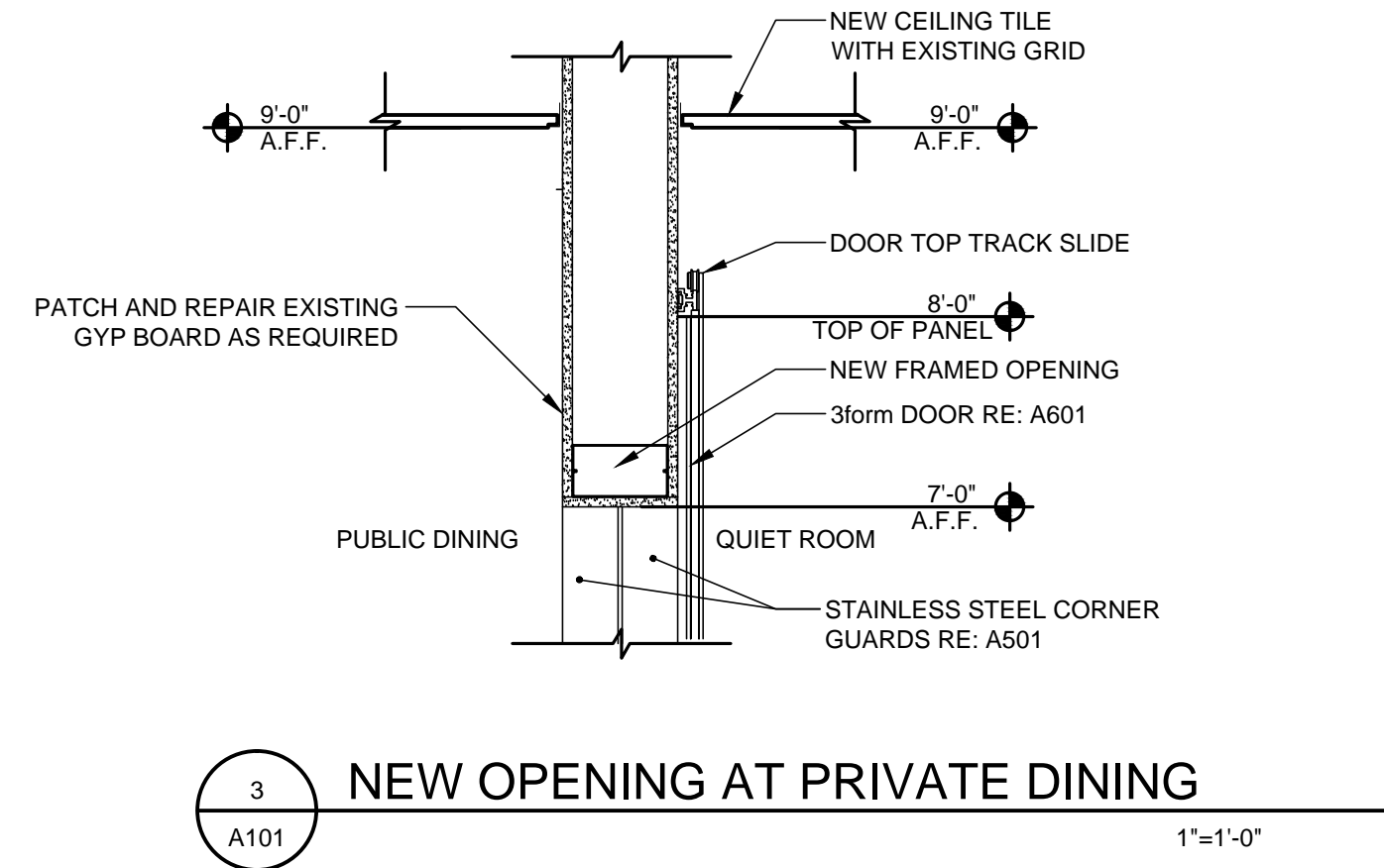
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GENERAL DEMOLITION NOTES:

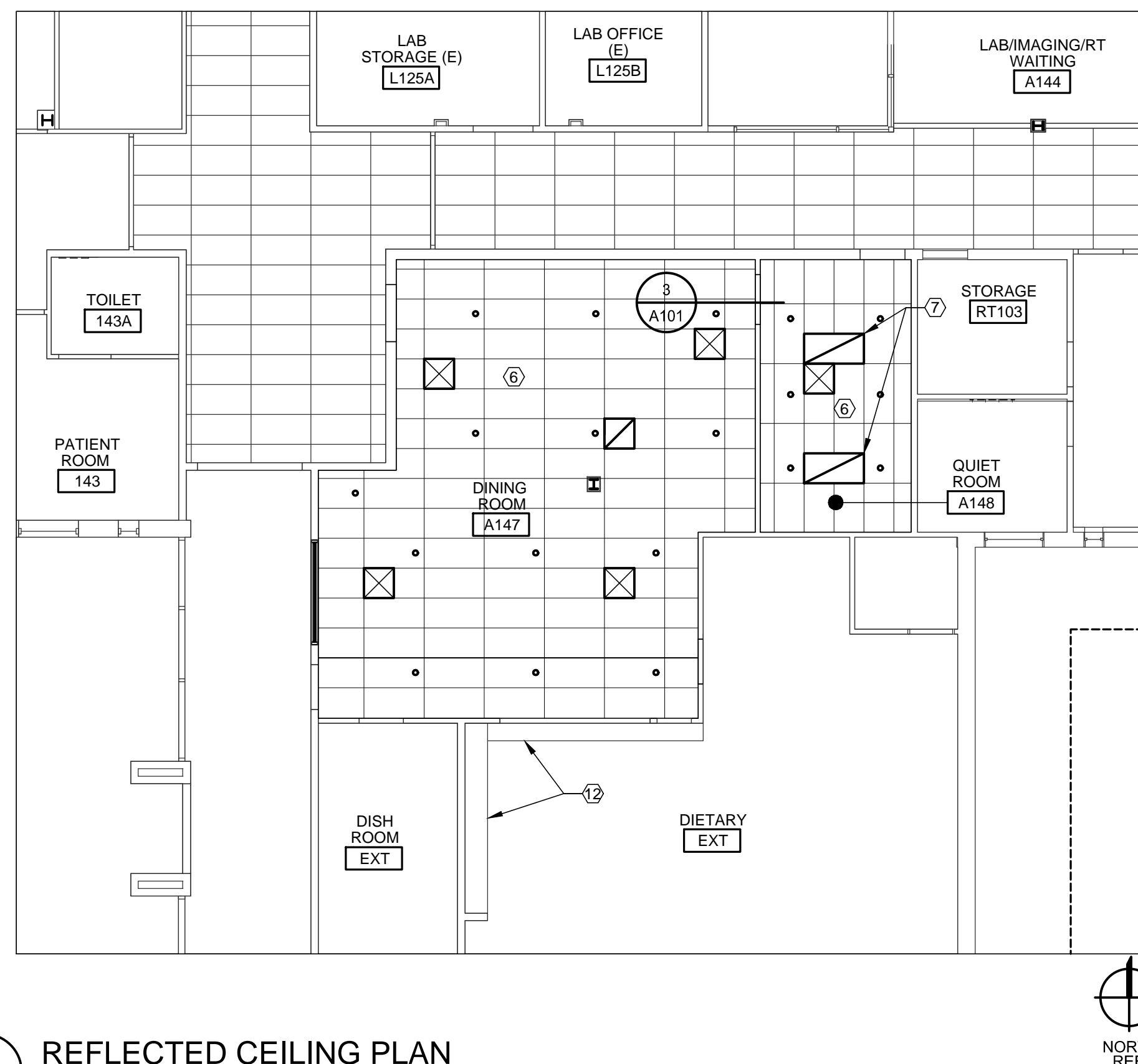
- A. THESE DRAWINGS ARE BASED UPON EXISTING DRAWINGS AND SITE OBSERVATIONS. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING WORK.
- B. THIS PLAN REPRESENTS ARCHITECTURAL DEMOLITION. ITS PURPOSE TO GRAPHICALLY DEPICT MAJOR ASSEMBLIES THAT MUST BE REMOVED BY THE CONTRACTOR IN ORDER TO ALLOW INSTALLATION OF THE REPROGRAMMED SPACE AND NEW ASSEMBLIES. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE EXACT LOCATION AND EXTENT OF THESE FINISHES AND ASSEMBLIES.
- C. COORDINATE WITH , MECHANICAL, ELECTRICAL ,AND PLUMBING DRAWINGS FOR ADDITIONAL DEMOLITION REQUIREMENTS.
- D. OWNER SHALL REMOVE AND SALVAGE ALL WALL MOUNTED EQUIPMENT IN ALL SPACES WITH DEMOLITION WORK.
- E. OWNER SHALL REMOVE AND SALVAGE ALL MOVEABLE FURNITURE IN ALL SPACES WITH DEMOLITION WORK.
- F. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONTINUOUS ACCESS TO ENTRIES AND LIFE-SAFETY EXITS FOR THE OCCUPANTS AT ALL TIMES. RE: F 101 SHEET FOR CODE REQUIREMENTS OF EXISTING BUILDING TO REMAIN.
- G. RE: FINISH FLOOR PLAN A501 FOR EXTENT OF NEW FINISH INFORMATION AND PROTECT EXISTING FROM DAMAGE DURING DEMOLITION AS REQUIRED FOR CONTINUATION OF FINISH WORK.
- H. PATCH AND REPAIR ALL WALL FINISHES, FLOOR FINISHES, AND CEILING FINISHES WHERE PARTIAL DEMOLITION OCCURS.
- I. REMOVE AND SALVAGE TO OWNER ALL EXISTING LIGHT FIXTURES AND SIGNAGE.

(X) DEMOLITION NOTES:

1. REMOVE WALL COMPLETELY TO EXTENT SHOWN, PATCH AND REPAIR ADJACENT SURFACES AS REQUIRED.
2. REMOVE AND RELOCATE VENDING MACHINE - COORDINATE WITH OWNER
3. REMOVE AND RELOCATE CANDY MACHINE - COORDINATE WITH OWNER
4. REMOVE AND RELOCATE ICE MACHINE - COORDINATE WITH OWNER
5. REMOVE CASEWORK COMPLETELY.
6. REMOVE SINK COMPLETELY.
7. REMOVE AND RELOCATE UNDER COUNTER REFRIGERATOR.
8. REMOVE EXISTING FIRE RATED ROLL UP DOOR AND ALL RELATED ITEMS PREP AREA FOR INSTALLATION OF NEW DOOR.
9. REMOVE FLOORING COMPLETELY AND PREPARE SURFACE FOR INSTALLATION OF NEW FLOORING.
10. REMOVE ACOUSTICAL CEILING TILES, ACOUSTICAL GRID TO REMAIN. COORDINATE WITH ELECTRICAL AND MECHANICAL DRAWINGS FOR ADDITIONAL ITEMS OF DEMOLITION AT THE CEILING.
11. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR WORK IN THIS AREA.
12. REMOVE DOOR AND RELATED ITEMS COMPLETELY. SALVAGE TO OWNER. REMOVE FRAME COMPLETELY.
13. EXISTING FLOORING TO REMAIN. PROTECT DURING CONSTRUCTION
14. REMOVE CORNER GUARD
15. REMOVE AND RELOCATE TV
16. REMOVE SECTION OF HAND RAIL BACK TO 6" PAST OPENING. CAP END.
17. TEMPORARILY REMOVE ALL OUTLETS, WALL MOUNTED LIGHT FIXTURES, LIGHT SWITCHES, AND MISCELLANEOUS ITEMS FOR APPLICATION OF NEW WALL - REINSTALL AS REQUIRED.
18. REMOVE DOOR AND ALL RELATED ITEMS. SALVAGE HARDWARE FOR RELOCATION TO NEW DOOR. FRAME TO REMAIN.
19. REMOVE EXISTING WIRE GLASS RATED WINDOW.
20. REMOVE EXISTING STAINLESS STEEL COUNTER.
21. REMOVE WALL TILE AT THIS WALL FROM FLOOR TO CEILING.
22. EXISTING SOFFIT TO REMAIN.
23. EXISTING ROLL UP DOOR CABINET TO BE REMOVED.
24. EXISTING SOFFIT TO REMAIN. MODIFY AS REQUIRED FOR NEW CABINET AS REQUIRED.



1 FLOOR PLAN
1/8"=1'-0"



2 REFLECTED CEILING PLAN
1/8"=1'-0"

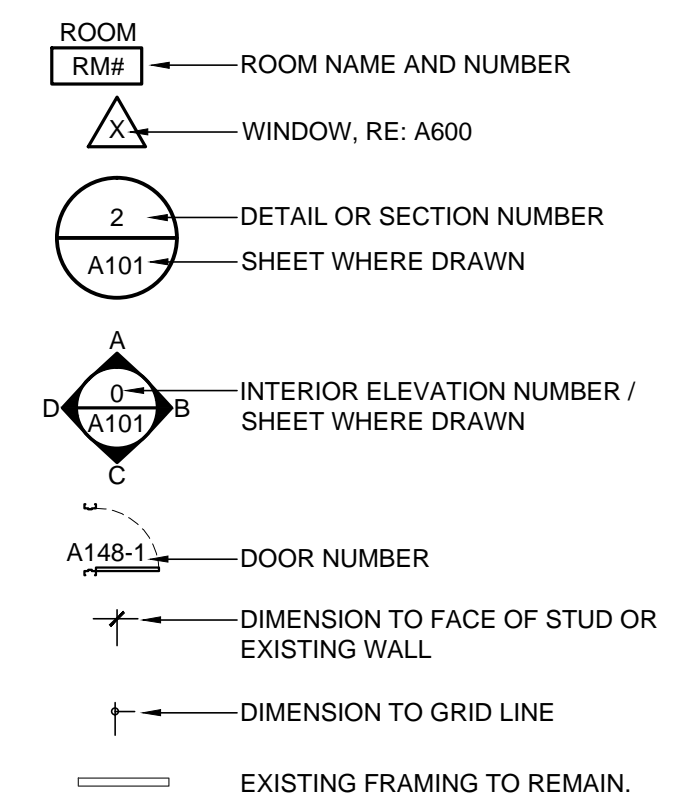
GENERAL NOTES:

- A. THESE DRAWINGS ARE BASED UPON EXISTING DRAWINGS AND SITE OBSERVATIONS. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING WORK.
- B. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FACE OF FRAMING.
- C. RE: A501 FOR ALL FINISHES
- D. RE: F101 FOR BUILDING CODE REQUIREMENTS.
- E. RE: A801 FOR REFLECTED CEILING PLAN.
- F. PROVIDE BLOCKING IN WALL FOR ALL MOUNTED EQUIPMENT, MILLWORK, AND HARDWARE.
- G. RE: A001 FOR DEMOLITION WORK. CONTRACTOR TO PATCH AND REPAIR ADJACENT FINISHES AT DEMOLITION AREAS.
- H. EXISTING ELECTRICAL AND MECHANICAL OUTSIDE OF CONSTRUCTION AREA NOT SHOWN FOR CLARITY.

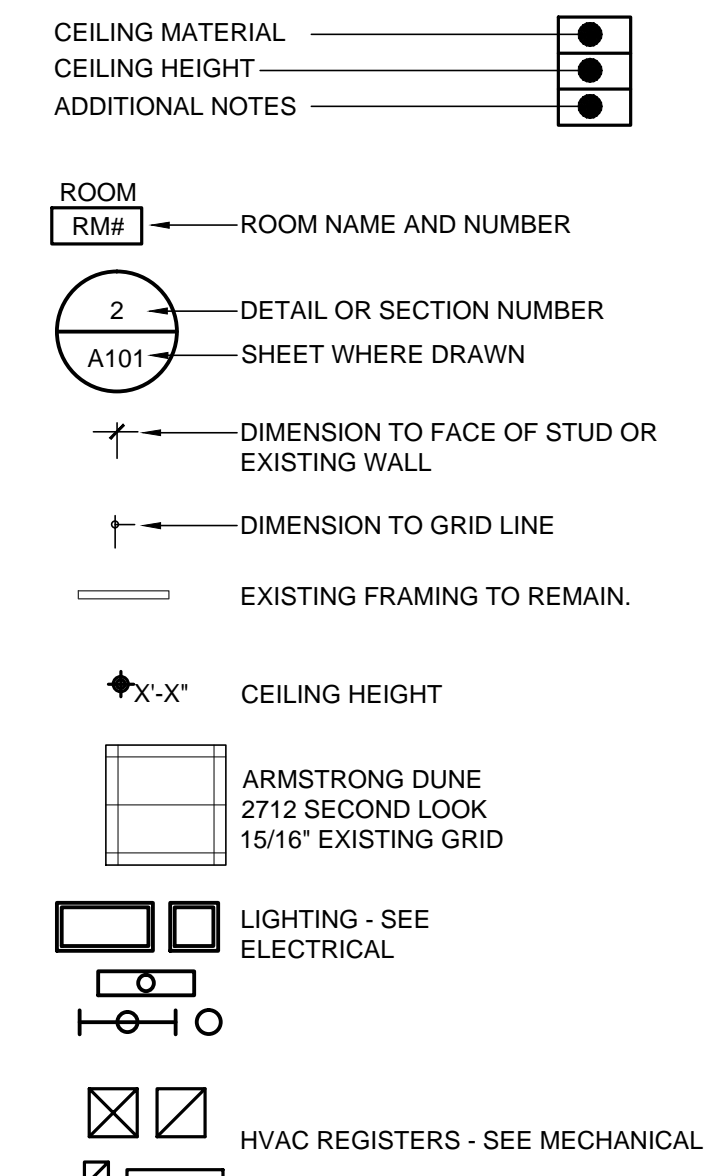
(X) SHEET NOTES

- 1. STAINLESS STEEL SIGNAGE- PROVIDED BY OWNER INSTALLED BY CONTRACTOR
- 2. PAINT DOOR FRAME AND GLAZING TRIM TO MATCH EXISTING CORRIDOR DOORS.
- 3. RELOCATED UNDER COUNTER REFRIGERATOR.
- 4. OWNER PROVIDED GRAB - N - GO REFRIGERATOR CASE.
- 5. OWNER PROVIDED ICE MACHINE.
- 6. NEW CEILING TILES IN EXISTING GRID. CENTER DEVICES ON TILES.
- 7. MODIFY CEILING GRID AS REQUIRED.
- 8. NEW CASEWORK, RE: A501
- 9. NEW WINDOW, RE: A601
- 10. PATCH WALL AS REQUIRED FOR NEW WORK.
- 11. NEW WALL INFILL.
- 12. EXISTING SOFFIT.
- 13. NEW 12" STAINLESS COUNTER.

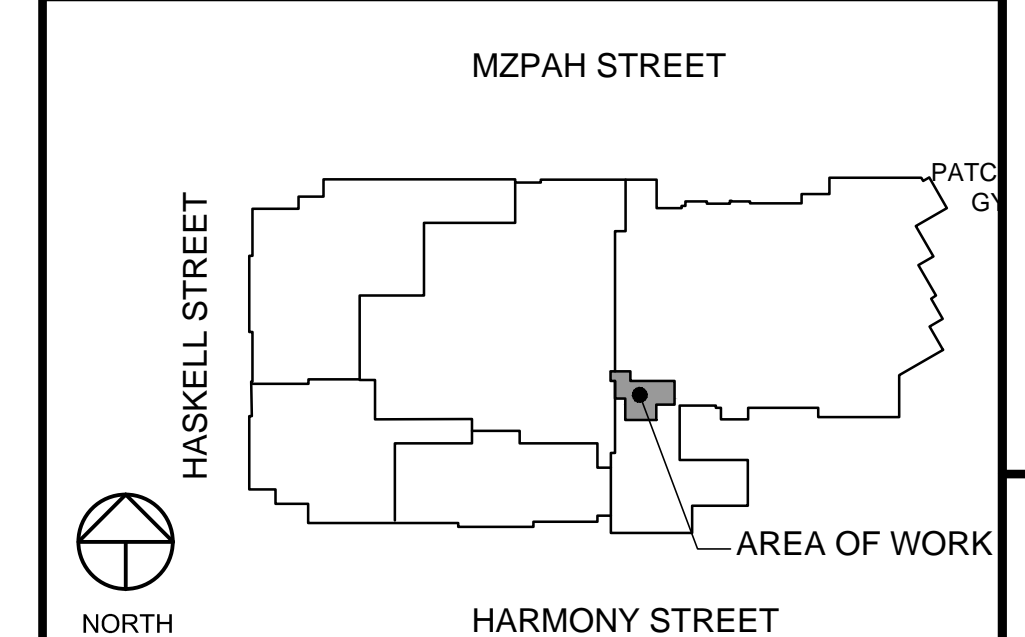
LEGEND



REFLECTED CEILING LEGEND



KEY PLAN



REVISIONS

HUMBOLDT GENERAL HOSPITAL
CAFE REMODEL
118 E. HASKELL ST

BID
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FLOOR PLAN
AND
REFLECTED CEILING
PLAN

SHEET
A101

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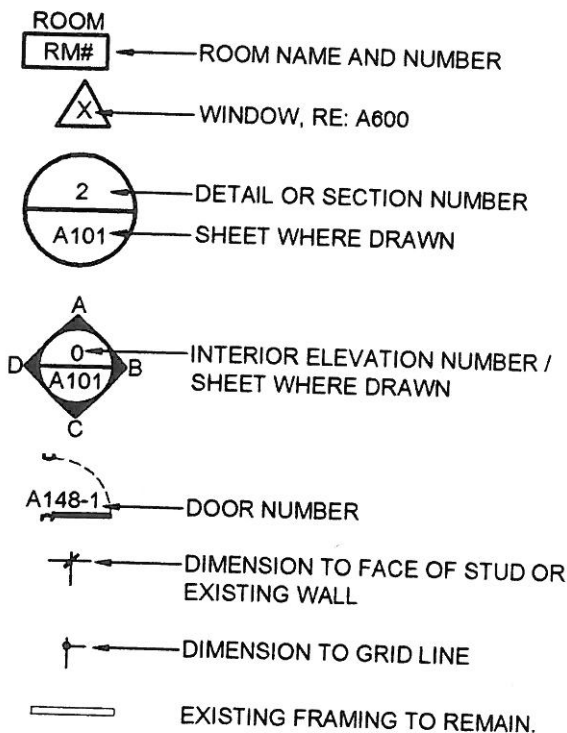
GENERAL NOTES:

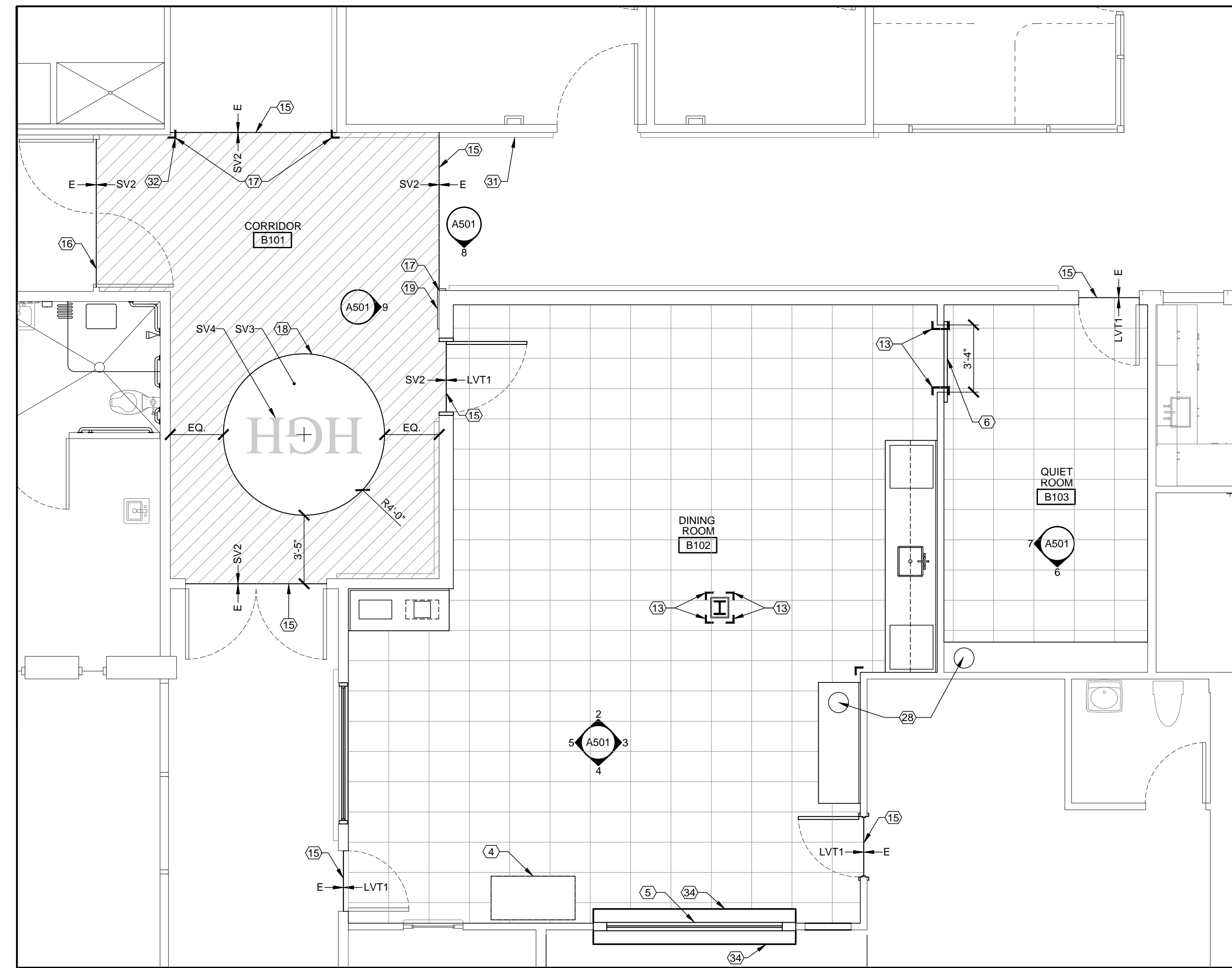
- A. THESE DRAWINGS ARE BASED UPON EXISTING DRAWINGS AND SITE OBSERVATIONS. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING WORK.
- B. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO THE FACE OF FRAMING.
- C. RE: A501 FOR ALL FINISHES
- D. RE: F101 FOR BUILDING CODE REQUIREMENTS.
- E. RE: A901 FOR REFLECTED CEILING PLAN.
- F. PROVIDE BLOCKING IN WALL FOR ALL MOUNTED EQUIPMENT, MILLWORK, AND HARDWARE.
- G. RE: A001 FOR DEMOLITION WORK, CONTRACTOR TO PATCH AND REPAIR ADJACENT FINISHES AT DEMOLITION AREAS.
- H. EXISTING ELECTRICAL AND MECHANICAL OUTSIDE OF CONSTRUCTION AREA NOT SHOWN FOR CLARITY.

X SHEET NOTES

1. STAINLESS STEEL SIGNAGE- PROVIDED BY OWNER INSTALLED BY CONTRACTOR
2. PAINT DOOR FRAME AND GLAZING TRIM TO MATCH EXISTING CORRIDOR DOORS.
3. RELOCATED UNDER COUNTER REFRIGERATOR.
4. OWNER PROVIDED GRAB - N - GO REFRIGERATOR CASE .
5. OWNER PROVIDED ICE MACHINE.
6. NEW CEILING TILES IN EXISTING GRID. CENTER DEVICES ON TILES.
7. MODIFY CEILING GRID AS REQUIRED.
8. NEW CASEWORK, RE: A501
9. NEW WINDOW, RE: A601
10. PATCH WALL AS REQUIRED FOR NEW WORK.
11. NEW WALL INFILL.
12. EXISTING SOFFIT.
13. NEW 12" STAINLESS COUNTER.

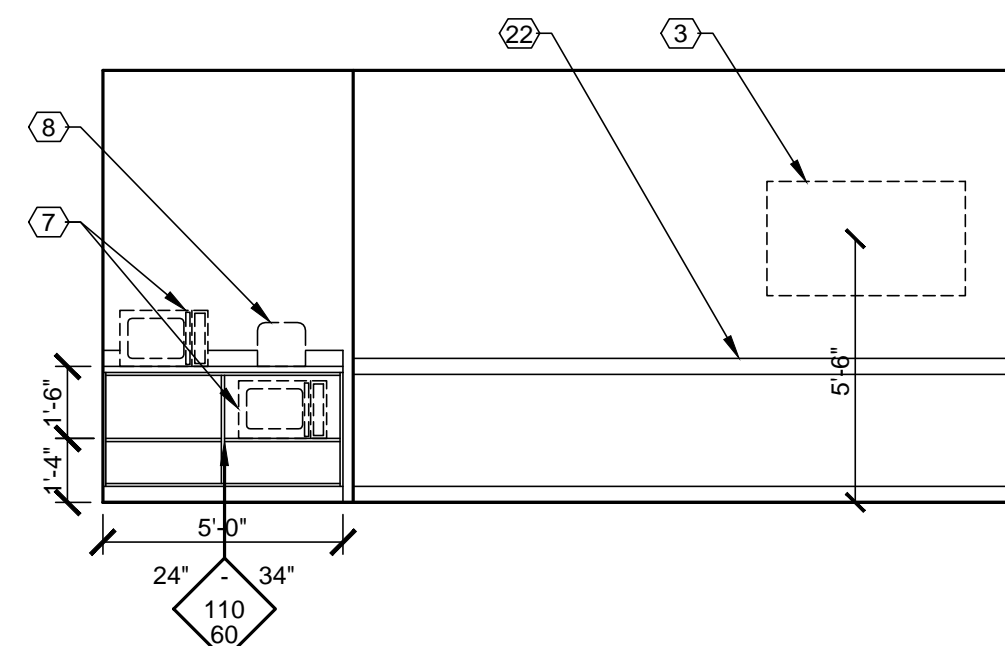
LEGEND



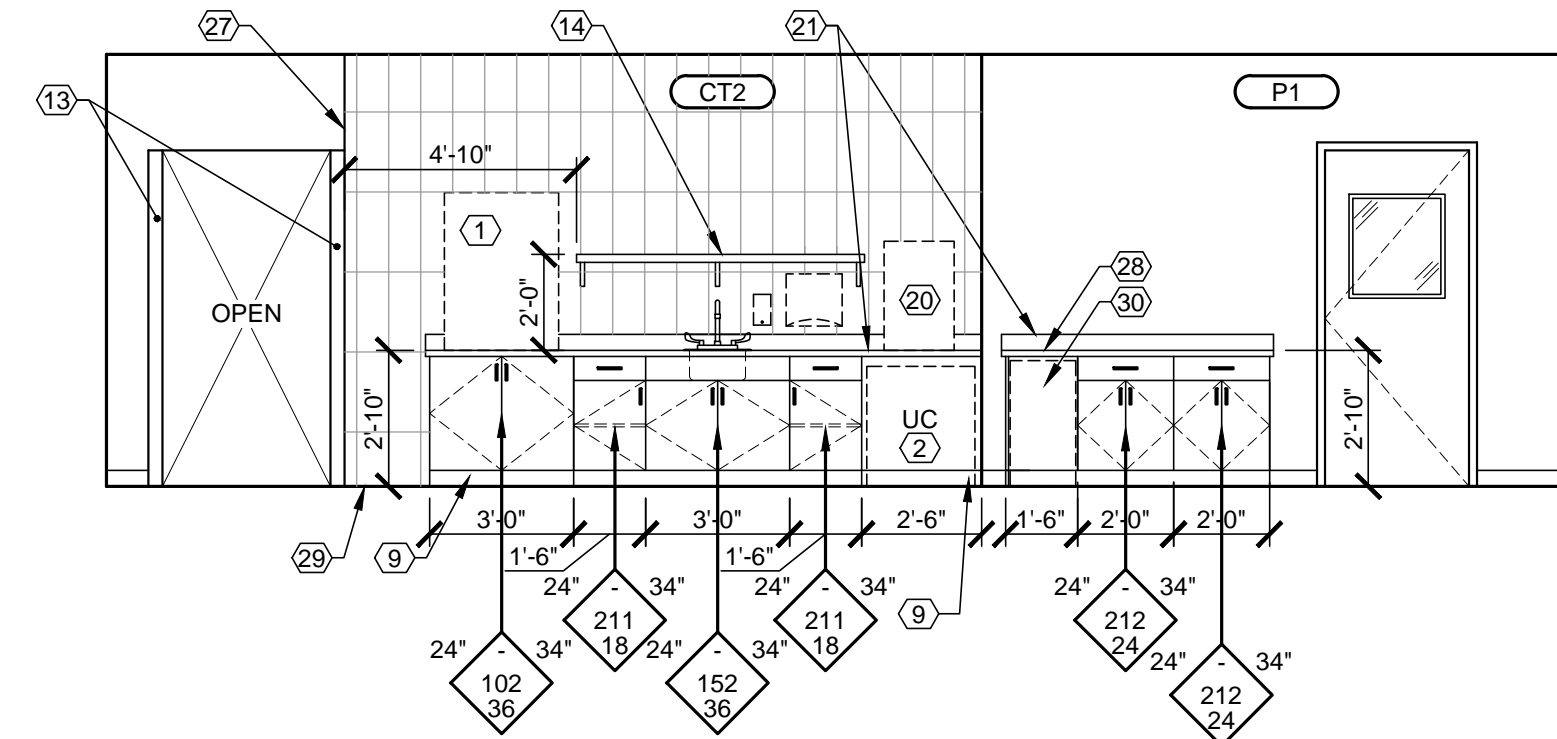


1 CAFE ENLARGED PLAN
A501 1/4"=1'-0"

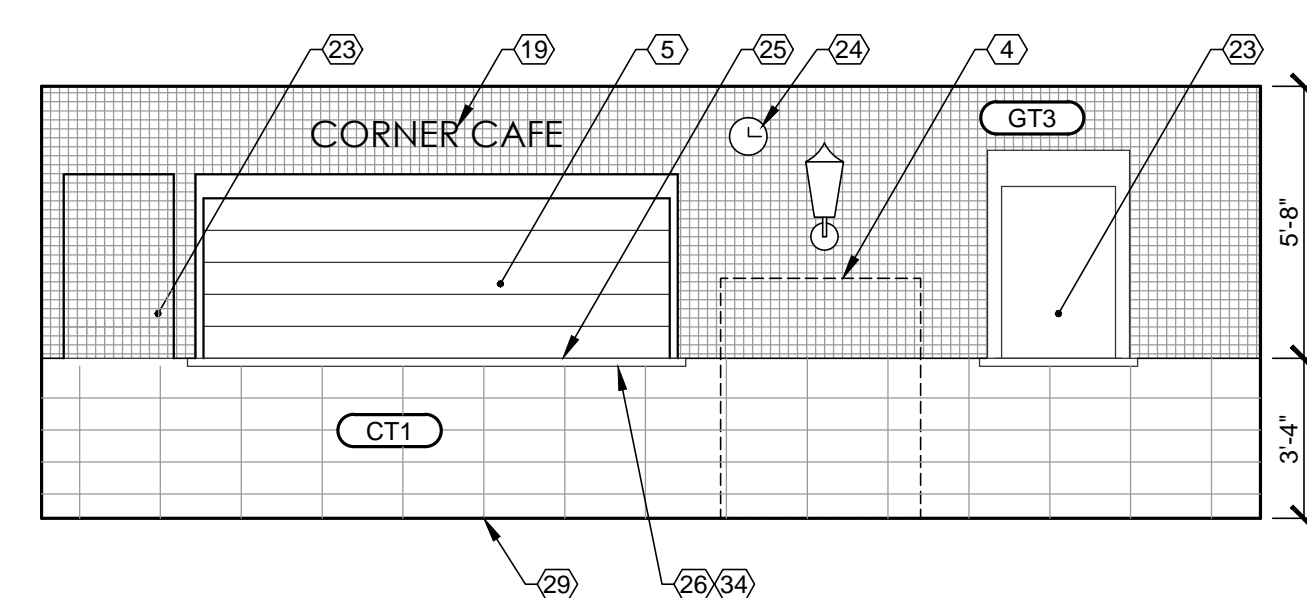
ROOM NAME	ROOM #	FLOOR	BASE	WALLS				ADDITIONAL NOTES
				N	E	S	W	
CORRIDOR	B101	SV2, SV3, SV4	RB1	-	P8	-	-	1
DINING ROOM	B102	LVT1	RB1	P1/VWC1	P1/CT2	CT1/GT3	P1/VWC1	2
QUIET ROOM	B103	LVT1	-	P1/VWC1	P1/VWC1	P1	P1/VWC1	-



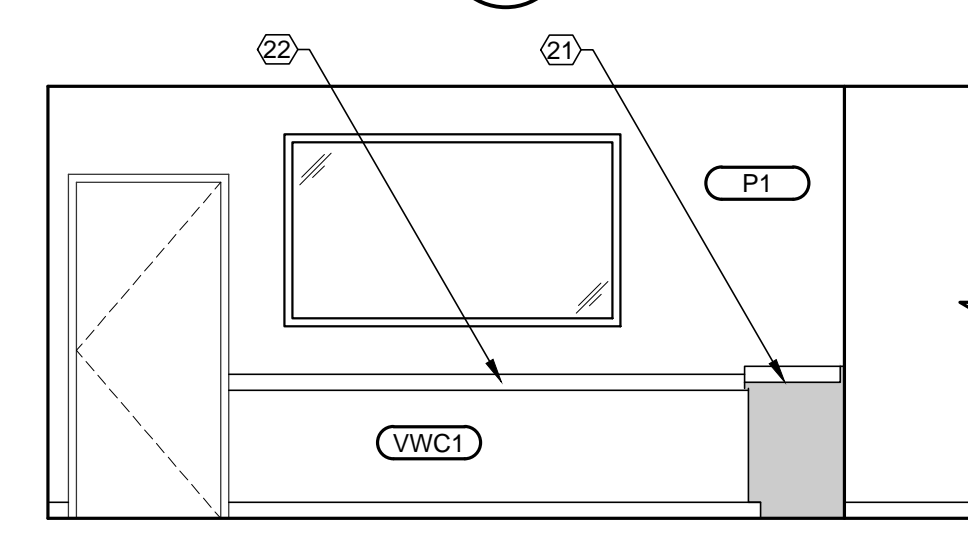
2 DINING ROOM NORTH
A501 1/4"=1'-0"



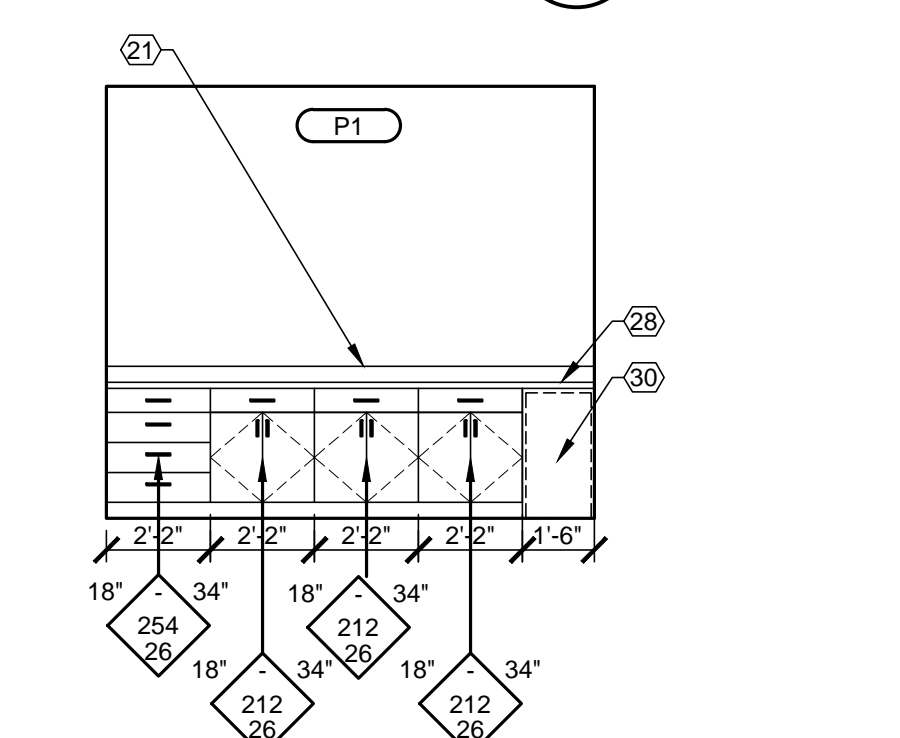
3 DINING ROOM EAST
A501 1/4"=1'-0"



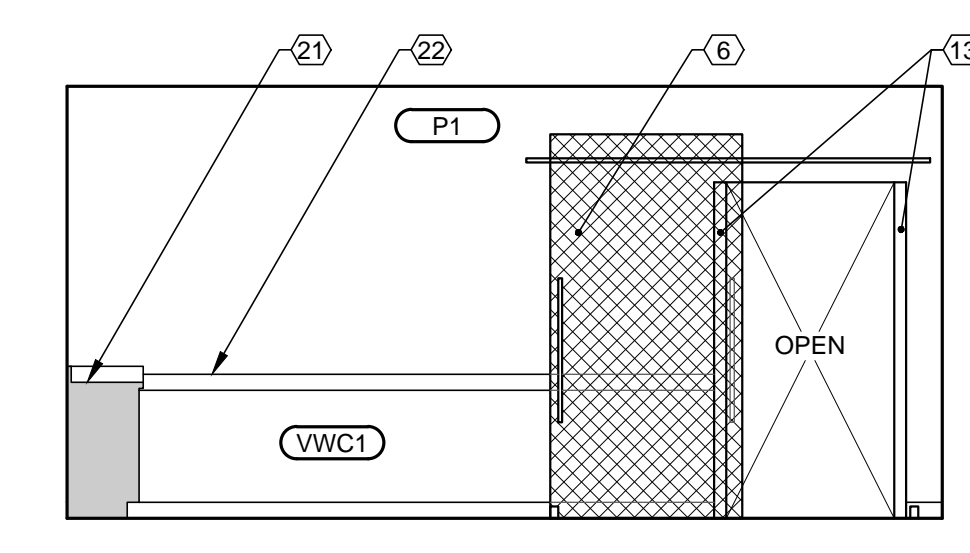
4 DINING ROOM SOUTH
A501 1/4"=1'-0"



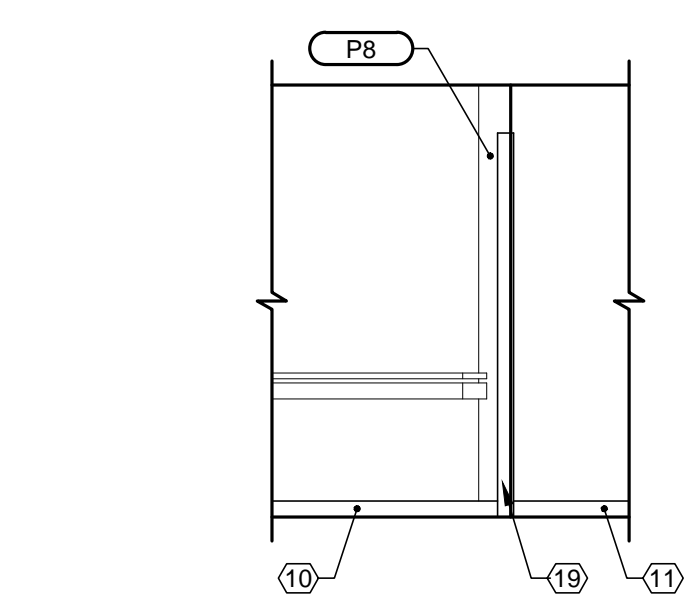
5 DINING ROOM WEST
A501 1/4"=1'-0"



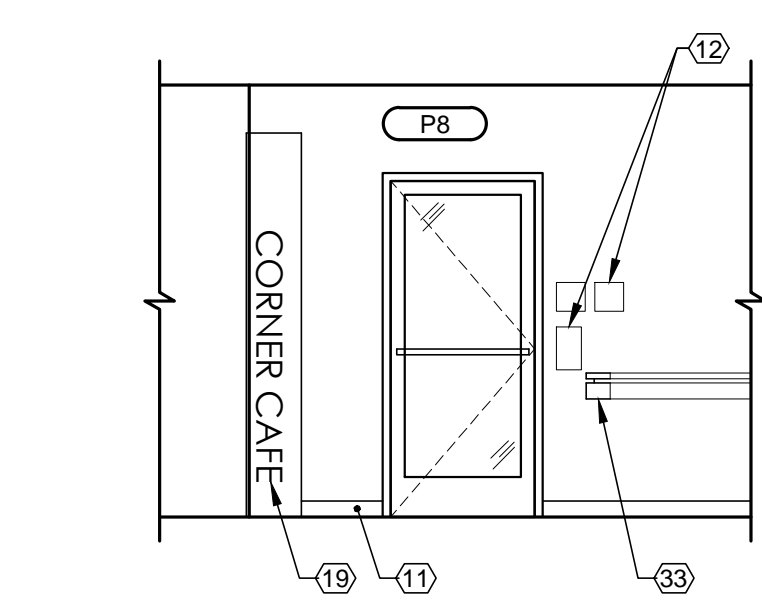
6 QUIET ROOM SOUTH
A501 1/4"=1'-0"



7 QUIET ROOM WEST
A501 1/4"=1'-0"



8 CORRIDOR A146 SOUTH
A501 1/4"=1'-0"



9 CORRIDOR A146 EAST
A501 1/4"=1'-0"

3 DINING ROOM EAST
A501 1/4"=1'-0"

GENERAL NOTES

- A. FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.
- B. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO FACE OF FRAMING OR EXISTING FACE OF FINISH.
- C. PROVIDE FIRE-RETARDANT TREATED BLOCKING IN WALL FOR ALL MOUNTED EQUIPMENT, MILLWORK, AND HARDWARE.
- D. COORDINATE OWNER FURNISHED EQUIPMENT WITH OWNER.
- E. RE-SHEET F101 FOR BUILDING CODE REQUIREMENTS.
- F. COORDINATE ALL FINAL PLUMBING FIXTURE LOCATIONS WITH PLUMBING DRAWINGS AND INSTALLED CONDITIONS IN THE FIELD.
- G. REFER TO FINISH SCHEDULE ON THIS SHEET FOR ADDITIONAL INFORMATION ON MILLWORK FINISHES. SEE GENERAL AND ADDITIONAL NOTES FOR MILLWORK FINISH LOCATIONS.
- H. REFER TO SHEET A601 FOR DOOR AND WINDOW FRAME INFORMATION.
- I. FOR MILLWORK DETAILS, REFER TO A.W.I. REFERENCES AND STANDARDS.
- J. FINISHES TO BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS.

SHEET NOTES

1. OWNER PROVIDED ICE MACHINE.
2. RELOCATED OWNER PROVIDED UNDER COUNTER REFRIGERATOR.
3. INSTALL OWNER PROVIDED T.V.
4. OWNER PROVIDED 'GRAB-N-GO' REFRIGERATOR CASE.
5. NEW STAINLESS STEEL ROLL UP DOOR AND FRAME, RE: A101.
6. 3-FORM BARN DOOR, RE: A601 FOR DETAILS.
7. OWNER PROVIDED MICROWAVE.
8. OWNER PROVIDED TOASTER.
9. INSTALL RUBBER BASE ON WALL BEHIND REFRIGERATOR AND ON ALL CASEWORK TOE KICKS.
10. EXISTING CARPET BASE TO CORNER OF WALL.
11. NEW RUBBER BASE TO CORNER OF SIGN.
12. EXISTING SIGNS AND EQUIPMENT TO REMAIN.
13. STAINLESS STEEL CORNER GUARDS TO TOP OF DOOR OPENING - OR 4'-0" TYPICAL HEIGHT IN ALL OTHER LOCATIONS.
14. 16 GA STAINLESS STEEL SHELF, 72"X12" BY REGENCY OR EQUAL.
15. PROVIDE RESILIENT TRANSITION STRIP BETWEEN CARPET AND VINYL. MATCH HOSPITAL STANDARD FOR SIMILAR TRANSITIONS IN THIS AREA.
16. BUTT SV2 TO EXISTING VINYL. MATCH WOOD GRAIN DIRECTION. WELD SEAM. ALL SEAMS.
17. ALIGN FLOORING TRANSITION AT CORNER.
18. HGH LOGO SHEET VINYL INLAY. MATCH HGH FONT INLAY IN ACUTE WING.
19. CORNER CAFE SIGN LETTERS BY OWNER, INSTALLED BY CONTRACTOR.
20. OWNER PROVIDED LEMONADE / ICE TEA DISPENSER.
21. SS4 COUNTERTOP AND 4" SPLASH.
22. CR' RESILIENT CHAIR RAIL, INSTALL 36" TO TOP OF RAIL.
23. NEW WALL INFILL.
24. EXISTING CLOCK, RE-INSTALL AFTER TILING WALL. COORDINATE WITH NEW GRAB AND GO REFRIGERATOR HEIGHT.
25. EXISTING STAINLESS STEEL COUNTER, PROTECT.
26. ALIGN TOP OF CT1 WITH TOP OF STAINLESS STEEL COUNTER, BUTT GT3 TO TOP OF CT1.
27. PROVIDE SCHLUTER TRIM PIECE FULL HEIGHT ON EDGE OF TILE. BUTT TRIM PIECE TIGHTLY TO EDGE OF CORNER GUARD.
28. PROVIDE 12" DIAMETER HOLE CUT-OUT-IN SOLID SURFACE FOR TRASH BELOW.
29. RUN CERAMIC TILE TO FLOOR, SILICONE SEAL TILE TO FLOORING.
30. OWNER PROVIDED TRASH CAN.
31. NEW RUBBER BASE TO EXISTING DOOR FRAME.
32. NEW STAINLESS STEEL CORNER GUARD TO FLOOR.
33. MODIFY EXISTING HAND RAIL FOR NEW WORK AT OPENING.
34. NEW 12" STAINLESS STEEL COUNTER.

ROOM FINISHES

FLOOR FINISHES

- SV2 SHEET VINYL, TEKNOFLOR FOREST SCAPES BRAZILIAN TEAK #31111
- SV3 SHEET VINYL, TEKNOFLOR MOUNTAIN SCAPES MIST #88002
- SV4 SHEET VINYL, TEKNOFLOR MOUNTAIN SCAPES SHADOW #88004
- LVT1 LUXURY VINYL TILE, MANNINGTON AMTICO RIVER STONE TUNDRA #RORS40, 18"x24"
- E EXISTING FLOORING TO REMAIN, PROTECT

BASE FINISHES

- RB1 RESILIENT BASE #66 EITHER ORE, 4" COVE
- E EXISTING CARPET BASE

WALL FINISHES

- P1 PAINT (BENJAMIN MOORE)
- P8 ACCENT PAINT (BENJAMIN MOORE)
- VWC1 VINYL WALL COVERING, TRIKES 'LUCY IN THE SKY' #048-318 INTUITION
- GT3 GLASS / STONE MOSAIC TILE 'OTM ELEGANZA ARIZONA SERIES'
- GLENDALE #XAZGESQ 5/8"x5/8"
- CT1 CERAMIC TILE, DAL TILE 'IDENTIFY GLOSS CASHMERE', GRAY, #MY65, 8"x20"
- CT2 CERAMIC TILE, DAL TILE 'IDENTIFY GLOSS OXFORD', BROWN, #MY66, 8"x20"

NOTE: UTILIZE 'ULTRA FLEX LFT ADHESIVE' FOR LARGE FORMAT TILE. (GROUT COLOR FOR ALL TILE: TEC ANTIQUE WHITE #940)

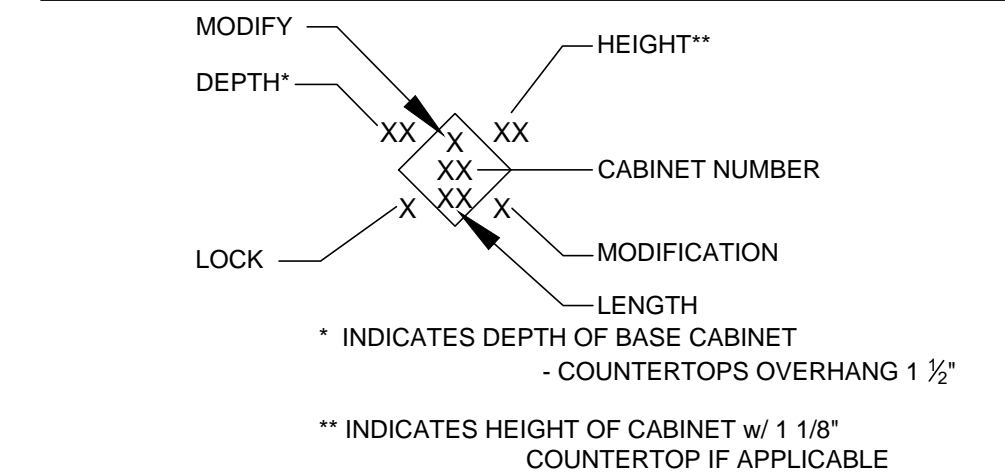
MISC. FINISHES

- CR1 RESILIENT CHAIR RAIL JOHNSONITE SINGLE PANEL - VARIA ECORESIN
- CG 3/8" STAINLESS STEEL CORNER GUARD - 16GA 4-0" STANDARD - ENVIRO GT OR EQUAL

MILLWORK FINISHES

- SS4 OREGON TILE AND MARBLE SOLID SURFACE QUARTZ QUANTRA QUARTZ #105, #QS / OTM / 1926 - 3, SQUARE EASED EDGE
- PL5 PLASTIC LAMINATE, WILSONART WALNUT HEIGHTS #7965K - 12 GRAIN OF LAMINATE TO RUN HORIZONTAL ON CASEWORK.

LEGEND



ADDITIONAL NOTES

1. PROVIDE NEW RUBBER BASE AT NEW SHEET VINYL LOCATIONS.
2. RUN CERAMIC TILE TO FLOOR WHERE SHOWN.

- EQUIPMENT NOT IN CONTRACT SHOWN DASHED, COORDINATE WITH OWNER
- OFOI OWNER FURNISHED OWNER INSTALLED
- L CORNER GUARD, 4H STAINLESS STEEL
- P1 INDICATES WALL FINISH LOCATION
- SV1 SHEET VINYL LOCATION
- # - # INDICATES FLOOR TRANSITION

REVISIONS

HUMBOLDT GENERAL HOSPITAL
CAFE REMODEL
118 E. HASKELL ST

BID SET

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DATE: 01.19.16
CTA # HGHCAFE



FINISH PLANS AND INTERIOR ELEVATIONS

SHEET
A501

GENERAL NOTES

- A. FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.
- B. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE TO FACE OF FRAMING OR EXISTING FACE OF FINISH.
- C. PROVIDE FIRE-RETARDANT TREATED BLOCKING IN WALL FOR ALL MOUNTED EQUIPMENT, MILLWORK, AND HARDWARE. COORDINATE OWNER FURNISHED EQUIPMENT WITH OWNER.
- D. RE: SHEET F101 FOR BUILDING CODE REQUIREMENTS.
- E. COORDINATE ALL FINAL PLUMBING FIXTURE LOCATIONS WITH PLUMBING DRAWINGS AND INSTALLED CONDITIONS IN THE FIELD.
- F. REFER TO FINISH SCHEDULE ON THIS SHEET FOR ADDITIONAL INFORMATION ON MILLWORK FINISHES. SEE GENERAL AND ADDITIONAL NOTES FOR MILLWORK FINISH LOCATIONS.
- G. REFER TO SHEET A601 FOR DOOR AND WINDOW FRAME INFORMATION.
- H. FOR MILLWORK DETAILS, REFER TO A.W.I. REFERENCES AND STANDARDS.
- I. FINISHES TO BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS.

SHEET NOTES

1. OWNER PROVIDED ICE MACHINE.
2. RELOCATED OWNER PROVIDED UNDER COUNTER REFRIGERATOR.
3. INSTALL OWNER PROVIDED T.V.
4. OWNER PROVIDED 'GRAB-N-GO' REFRIGERATOR CASE.
5. NEW STAINLESS STEEL ROLL UP DOOR AND FRAME, RE: A101.
6. 3-FORM BARN DOOR, RE: A601 FOR DETAILS.
7. OWNER PROVIDED MICROWAVE.
8. OWNER PROVIDED TOASTER.
9. INSTALL RUBBER BASE ON WALL BEHIND REFRIGERATOR AND ON ALL CASEWORK TOE KICKS
10. EXISTING CARPET BASE TO CORNER OF WALL.
11. NEW RUBBER BASE TO CORNER OF SIGN.
12. EXISTING SIGNS AND EQUIPMENT TO REMAIN.
13. STAINLESS STEEL CORNER GUARDS TO TOP OF DOOR OPENING - OR 4'-0" TYPICAL HEIGHT IN ALL OTHER LOCATIONS
14. 16 GA STAINLESS STEEL SHELF, 72"X12" BY REGENCY OR EQUAL.
15. PROVIDE RESILIENT TRANSITION STRIP BETWEEN CARPET AND VINYL. MATCH HOSPITAL STANDARD FOR SIMILAR TRANSITIONS IN THIS AREA.
16. BUTT 'SV2' TO EXISTING VINYL. MATCH 'WOOD GRAIN' DIRECTION. WELD SEAM, ALL SEAMS.
17. ALIGN FLOORING TRANSITION AT CORNER.
18. HGH LOGO SHEET VINYL INLAY. MATCH HGH FONT INLAY IN ACUTE WING.
19. CORNER CAFE SIGN LETTERS BY OWNER, INSTALLED BY CONTRACTOR.
20. OWNER PROVIDED LEMONADE / ICE TEA DISPENSER
21. 'SS4' COUNTERTOP AND 4" SPLASH.
22. 'CR' RESILIENT CHAIR RAIL, INSTALL 36" TO TOP OF RAIL.
23. NEW WALL INFILL.
24. EXISTING CLOCK, RE-INSTALL AFTER TILING WALL. COORDINATE WITH NEW GRAB AND GO REFRIGERATOR HEIGHT.
25. EXISTING STAINLESS STEEL COUNTER, PROTECT.
26. ALIGN TOP OF 'CT1' WITH TOP OF STAINLESS STEEL COUNTER, BUTT 'GT3' TO TOP OF 'CT1'.
27. PROVIDE SCHLUTER TRIM PIECE FULL HEIGHT ON EDGE OF TILE. BUTT TRIM PIECE TIGHTLY TO EDGE OF CORNER GUARD.
28. PROVIDE 12" DIAMETER HOLE CUT-OUT-IN SOLID SURFACE FOR TRASH BELOW.
29. RUN CERAMIC TILE TO FLOOR, SILICONE SEAL TILE TO FLOORING.
30. OWNER PROVIDED TRASH CAN.
31. NEW RUBBER BASE TO EXISTING DOOR FRAME.
32. NEW STAINLESS STEEL CORNER GUARD TO FLOOR.
33. MODIFY EXISTING HAND RAIL FOR NEW WORK AT OPENING.
34. NEW 12" STAINLESS STEEL COUNTER.

ROOM FINISHES

FLOOR FINISHES

- | | |
|------|---|
| SV2 | SHEET VINYL, TEKNOFLOR 'FOREST SCAPES' BRAZILIAN TEAK #3111 |
| SV3 | SHEET VINYL, TEKNOFLOR 'MOUNTAIN SCAPES' MIST #88002 |
| SV4 | SHEET VINYL, TEKNOFLOR 'MOUNTAIN SCAPES' SHADOW #88004 |
| LVT1 | LUXURY VINYL TILE, MANNINGTON AMTICO 'RIVER STONE TUNDRA' #ROSRS40, 18"x24" |
| E | EXISTING FLOORING TO REMAIN, PROTECT |

BASE FINISHES

- | | |
|-----|--|
| RB1 | RESILIENT BASE #66 EITHER ORE, 4" COVE |
| E | EXISTING CARPET BASE |

WALL FINISHES

- | | |
|------|---|
| P1 | PAINT (BENJAMIN MOORE) |
| P8 | ACCENT PAINT (BENJAMIN MOORE) |
| VWC1 | VINYL WALL COVERING, TRIKES 'LUCY IN THE SKY' #Q48-318 INTUITIO |
| GT3 | GLASS / STONE MOSAIC TILE 'OTM ELEGANZA ARIZONA SERIES' GLENDALE #XAZGESQ 5/8"x5/8" |
| CT1 | CERAMIC TILE, DAL TILE 'IDENTIFY GLOSS CASHMERE', GRAY, #MY65, 8"x20" |
| CT2 | CERAMIC TILE, DAL TILE 'IDENTIFY GLOSS OXFORD', BROWN, #MY66, 8"x20" |

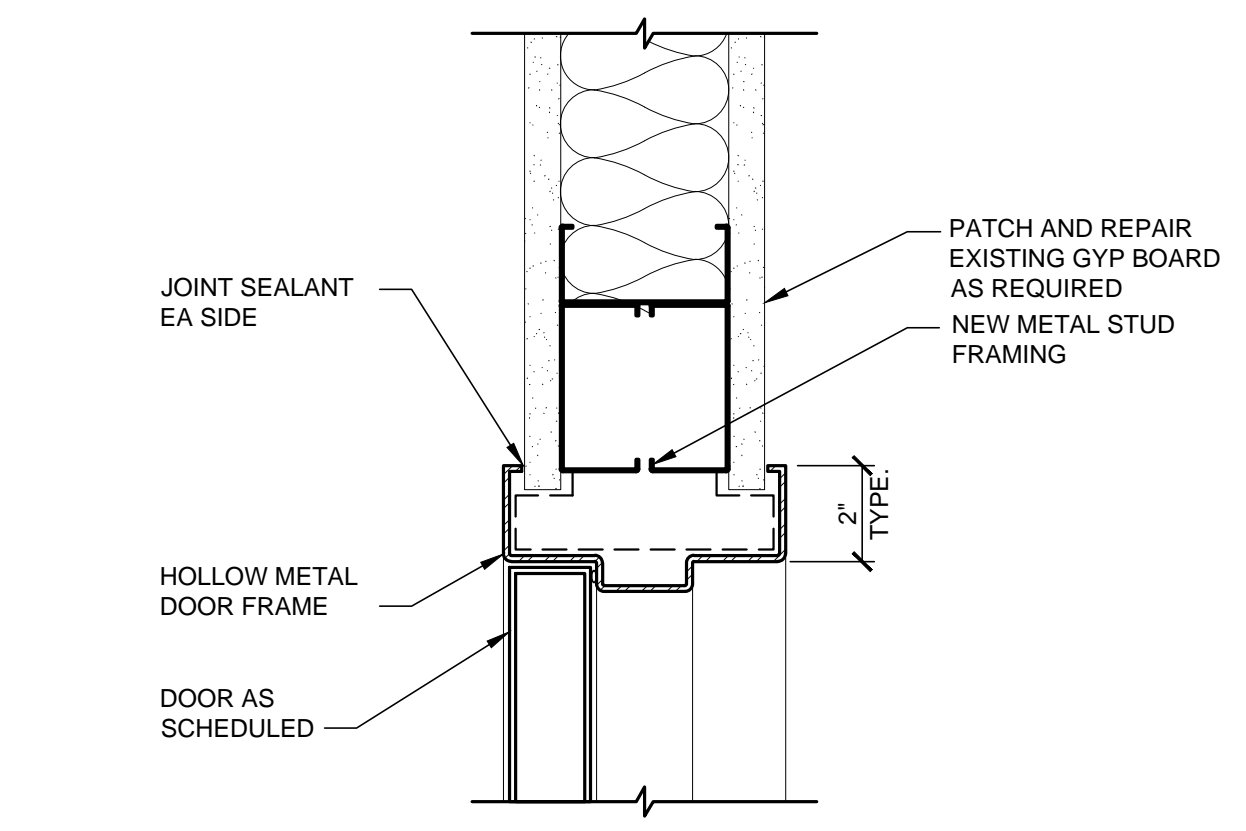
NOTE: UTILIZE 'ULTRA FLEX LFT ADHESIVE' FOR LARGE FORMAT TILE.
(GROUT COLOR FOR ALL TILE: TEC ANTIQUE WHITE #940)

MISC. FINISHES

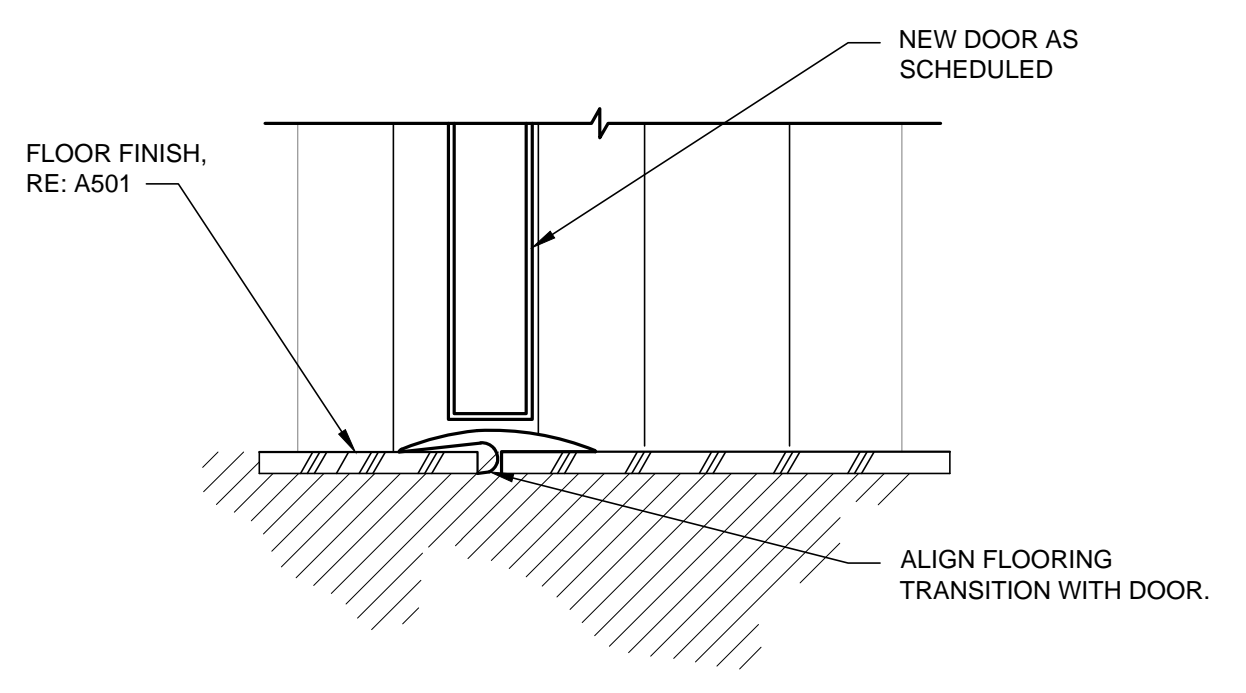
DOOR, FRAME, AND HARDWARE SCHEDULE

DOOR NUMBER	ROOM NAME	DOOR										FRAME			HARDWARE		FIRE RATING			
		SIZE			MTL	TYPE	GLASS	COLOR	NOTES	MTL	TYPE	GLASS	COLOR	NOTES	SILL	HEAD		JAMB	SET NUMBER	NOTES
		W	H	T																
A147-1	DINING ROOM	3'-6"	7'-0"	1 3/4"	WD	G	T	-	-	HM	1	-	-	-	2	4	4	1	1	-
A147-3	DINING ROOM	10'-0"	4'-0"	-	SS	OD	-	-	1,2	SS	-	-	-	-	5	-	-	-	-	45
A147-2	DINING ROOM	3'-6"	7'-0"	1 3/4"	WD	HG	T	-	1	HM	1	-	-	2	1	1	2	1	45	
A148-1	QUIET ROOM	4'-0"	8'-0"	1/2"	3form	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-

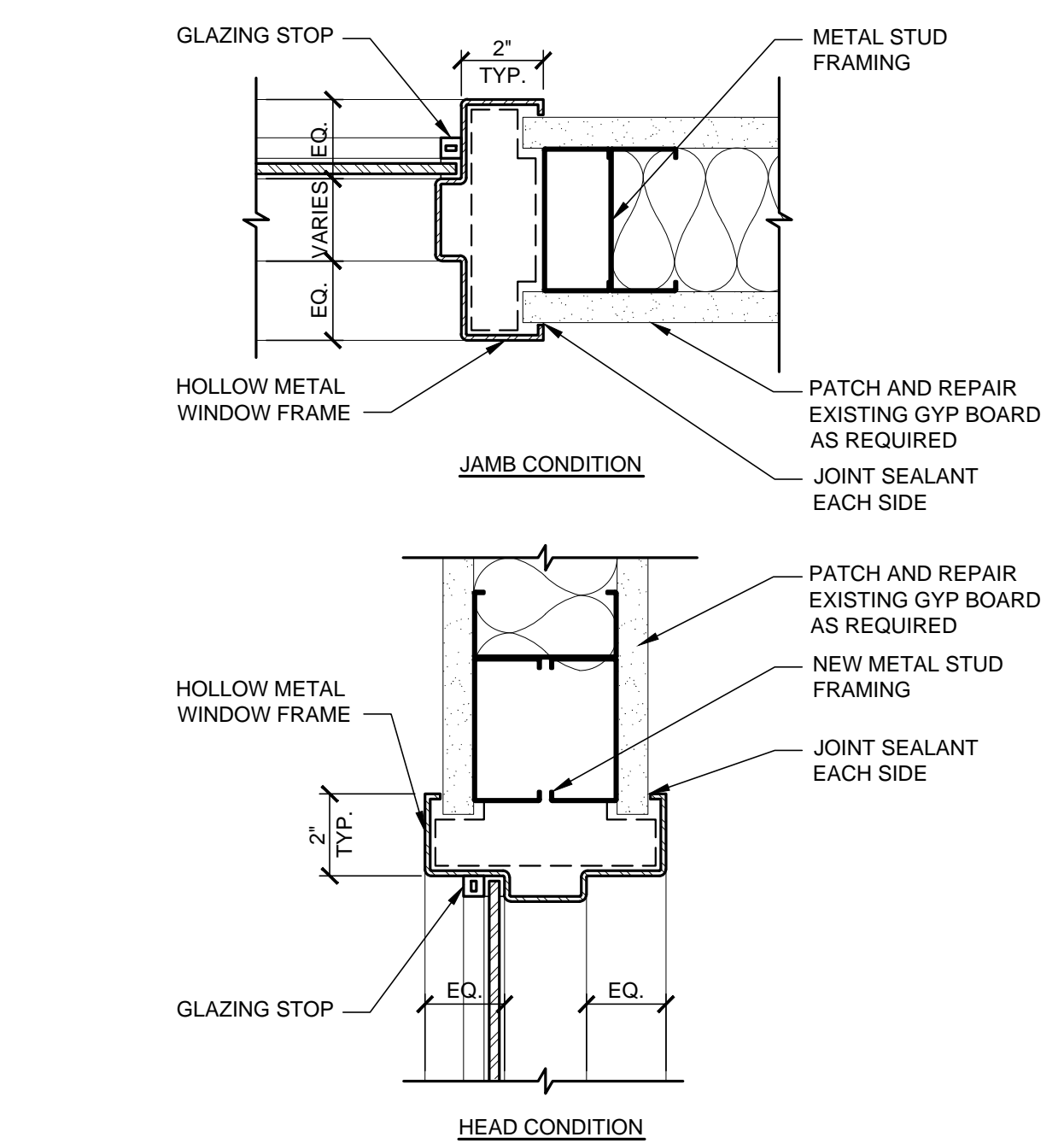
- GENERAL NOTES:**
- FIELD VERIFY ALL ROUGH OPENING DIMENSIONS PRIOR TO FABRICATION.
 - RE FLOOR PLAN FOR DOOR LOCATIONS
 - PAINT HOLLOW METAL FRAMES TO MATCH EXISTING.
- HARDWARE NOTES**
- RELOCATE EXISTING HARDWARE TO NEW DOOR
 - 3form HARDWARE: TOP TRACK WITH ROLLER ASSEMBLY SLIDE, MODEL SLIDE 01: HANDLE ON EACH SIDE. INCLUDE STIFFENER BARS WITH FLOOR GUIDES
- DOOR NOTES**
- OVERHEAD ROLLING COUNTER DOOR - MODEL 655 - STAINLESS STEEL 10'-0" X 4'-0" - VERIFY ALL EXISTING DIMENSIONS BEFORE SELECTING FINAL DOOR SIZE.
 - TIE NEW COILING FIRE DOOR TO FIRE ALARM.
- HARDWARE GROUPS**
- GROUP 1 - PROVIDE SMOKE SEAL
RELOCATE EXISTING HARDWARE
- GROUP 2 - PROVIDE NEW LEVER WITH
CLASSROOM FUNCTION RELOCATE OTHER
EXISTING DOOR HARDWARE.
- LEGEND**
- ABBREVIATIONS**
- AL ALUMINUM - CLEAR ANODIZED
HM HOLLOW METAL
T TEMPERED GLASS
3form 3form PANEL - BABABA FIBER DARK 1/2" GAGE - 48" WIDE
SS STAINLESS STEEL
SM SMOKE PREVENTION RATED OPENING - UL 1784 (AIR LEAKAGE TEST FOR DOOR ASSEMBLIES) - NFPA 105



1 HM DOOR HEAD/JAMB
A601 INTERIOR HOLLOW METAL FRAME 3'=1'-0"

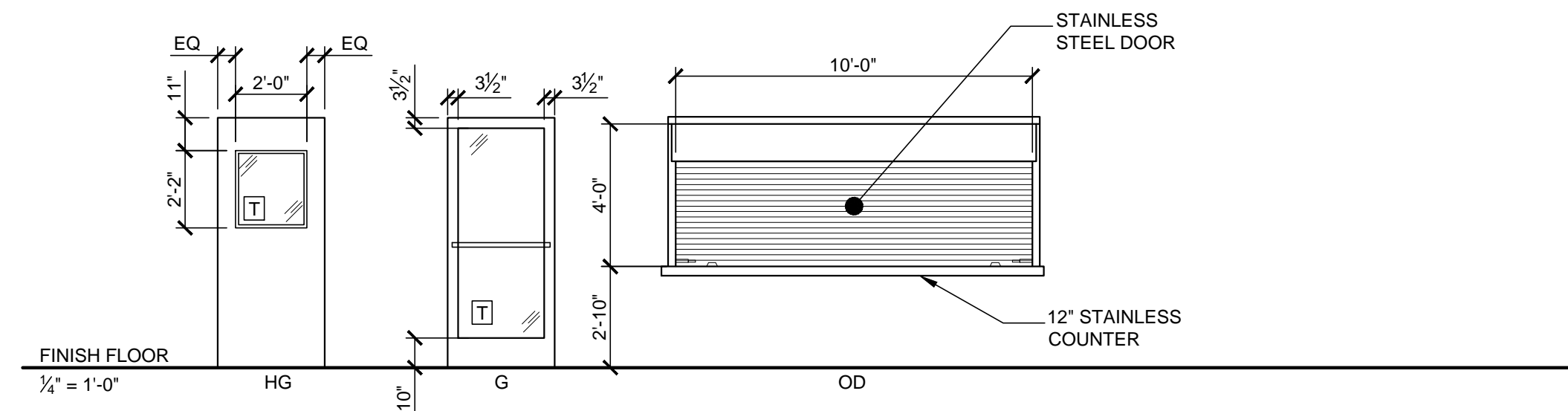


2 FLOORING TRANSITION AT DOOR
A601 3'=1'-0"

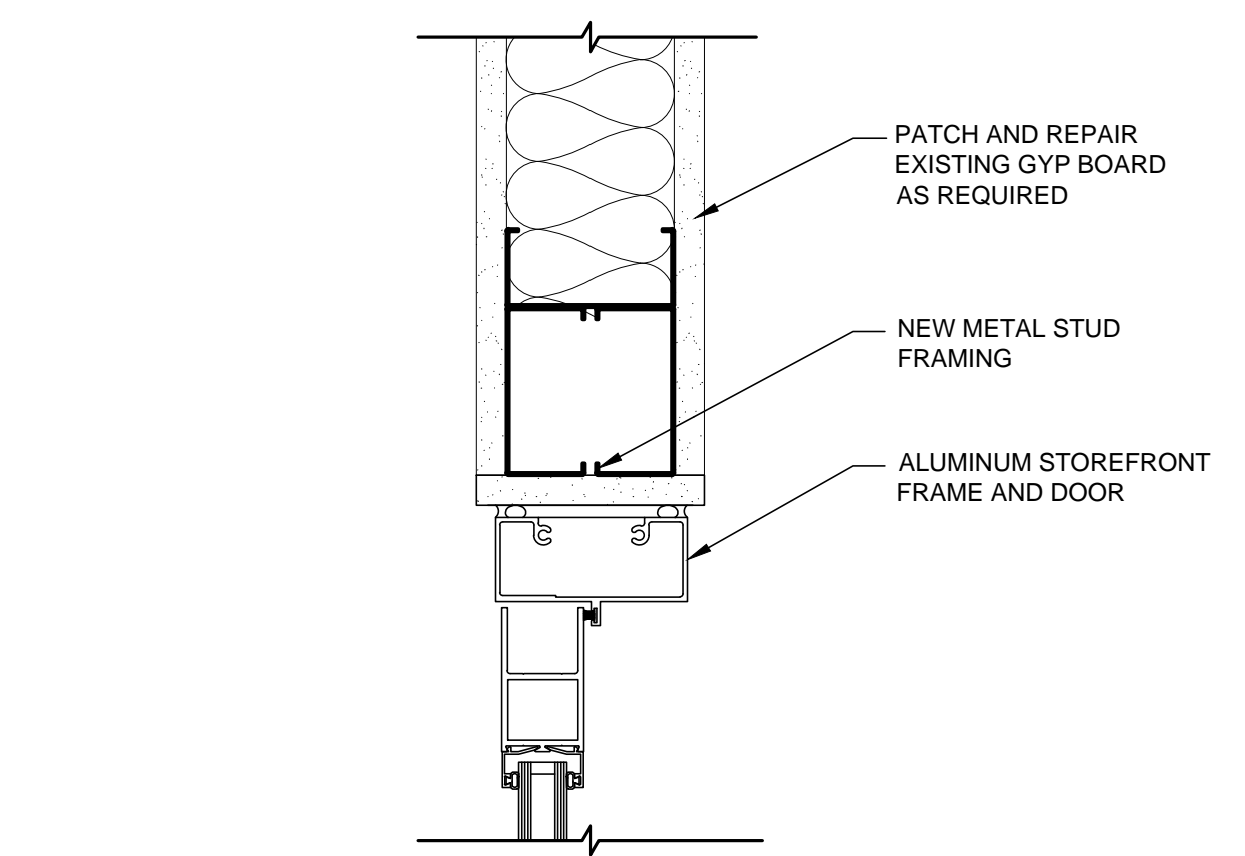
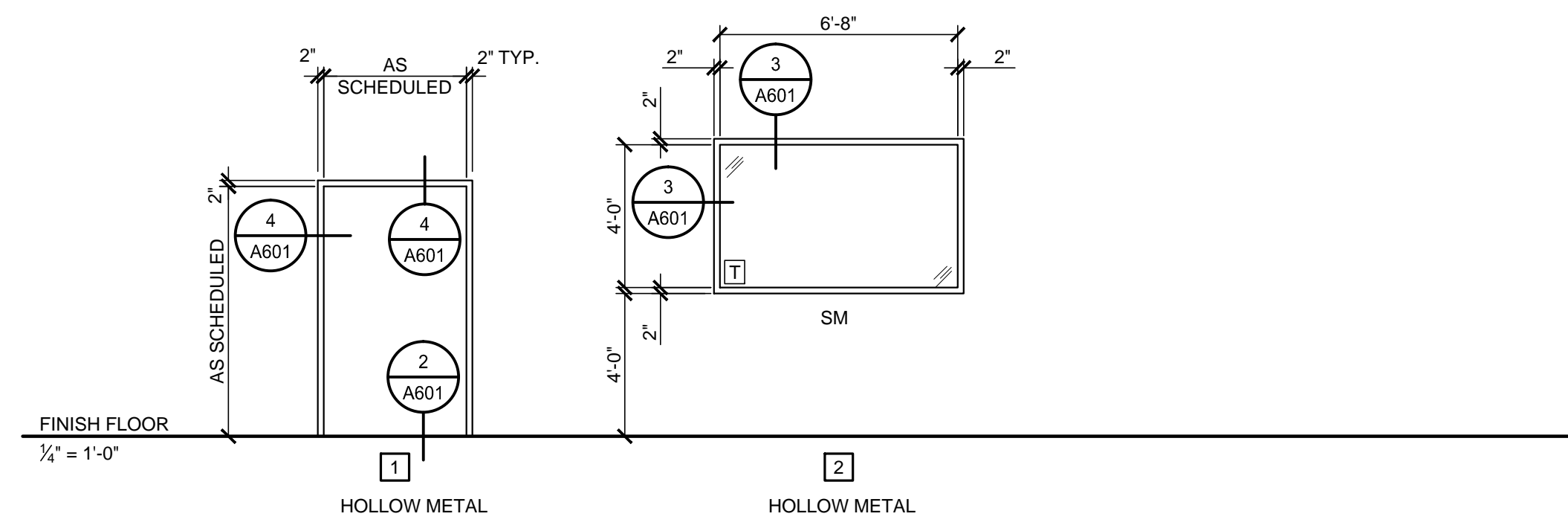


3 HM WINDOW JAMB/HEAD
A601 INTERIOR HOLLOW METAL FRAME 3'=1'-0"

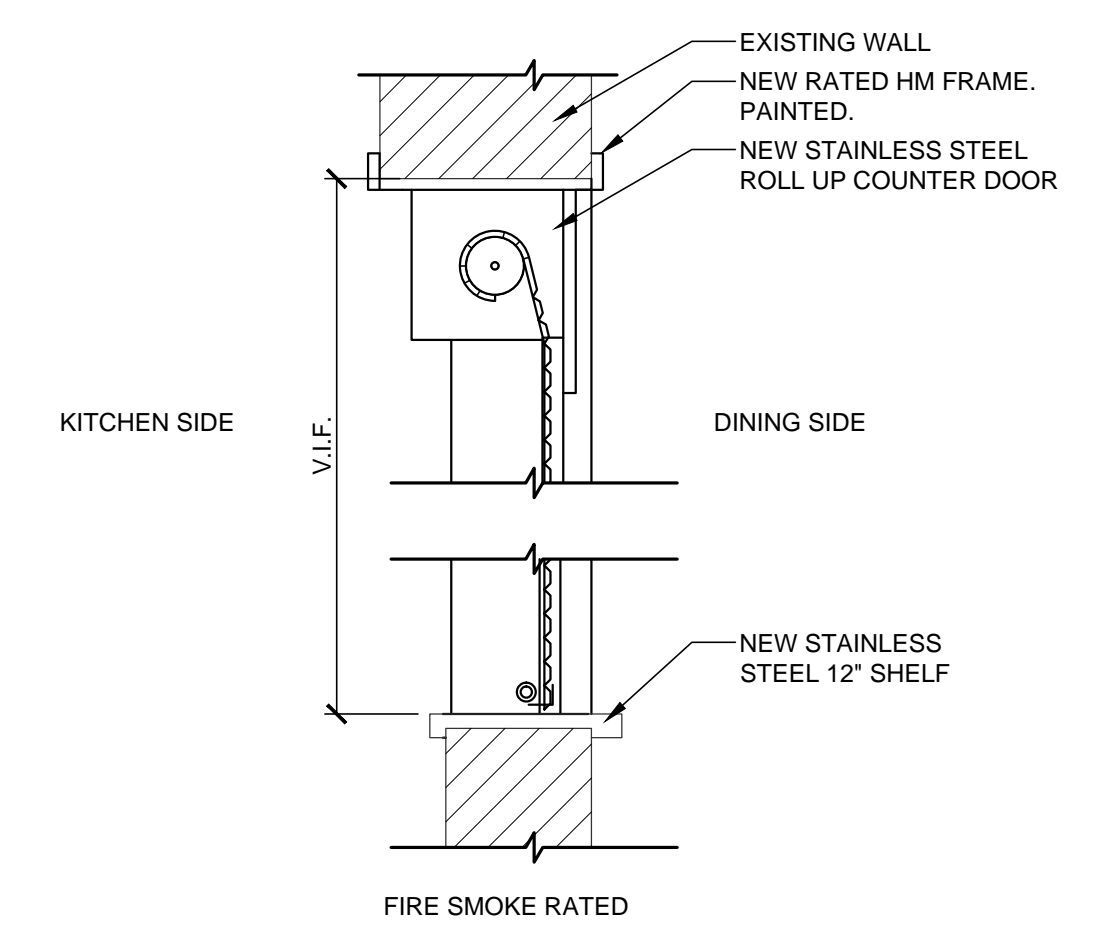
DOOR TYPES



FRAME TYPES



4 AL DOOR HEAD/JAMB
A601 INTERIOR ALUMINUM STOREFRONT FRAME 3'=1'-0"



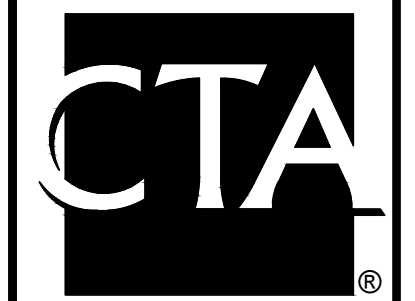
5 COUNTER ROLL UP DOOR
A601 1'=1'-0"

REVISIONS

HUMBOLDT GENERAL HOSPITAL
CAFE REMODEL
118 E. HASKELL ST

BID
SET

COPYRIGHT 2016
CTA INC.
ALL RIGHTS RESERVED
DRAWN BY: AJL
CHECKED BY: TC
DATE: 01.19.16
CTA # HGCAFE



DOOR SCHEDULE
AND
DETAILS

SHEET
A601



July 25, 2019

Karen Cole
Humboldt General Hospital
118 East Haskell Street
Winnemucca, Nevada 89445-3299

RE: Your consideration of Dr. Subha Rajan for the Family Medicine position

Dear Karen,

I have spoken with Dr. Rajan about your opportunity and we would like to move forward with the interview process. In addition to our discussion regarding Dr. Rajan, you will find some pertinent information below.

TIMELINES

Availability for Phone Conversation: Tuesday July 30th at 2:30pm PST
Confirmed Dates for Onsite Interview: August (checking her OB call schedule)
Relocation/Start Date: 5-6 months

PERSONAL INFORMATION

Cell Number: 920-850-5806
Email: subharajanmd@gmail.com
Current Residence: Greenville, Wisconsin
Hobbies/Interests: Dr. Rajan and her husband love small towns and a rural setting. They have one son in college. Her husband spent most of his career at Kimberly Clark as a chemical engineer and is thinking about slowing down and is open to move wherever Dr. Rajan finds an opportunity she likes.

BACKGROUND AND MOTIVATION

Dr. Rajan is looking for a new position because her current employer is getting rid of obstetrics. She has been employed at Theda Care Physicians since 2012 and practices full spectrum family medicine including OB and C-sections. She completed a fellowship in Advanced Women's Health (C-sections) and being able to do C-sections is very important to her. She loves the traditional family medicine role and is passionate about providing quality care in a rural area.

CREDENTIALS

Board Certification: Yes
Active Licensure: WI
Additional Training: Fellowship in Advanced Women's Care
Additional Information: Clean Background, No Malpractice



CURRENT PRACTICE SCOPE

Practice Structure: Family Medicine with Obstetrics

Settings: Employed

Volumes: 20-30 deliveries a year and is willing do to more.

Call Details: 1:5 OB call and 1:4 C-section call

Current Compensation: She earns between \$350,000 and \$420,000. She doesn't have a base and most of her earning comes from rvu production, quality bonus, OB pay and C-section pay.

Thank you for your consideration of Dr. Subha Rajan.

Sincerely,

Nalina Shapiro
Recruiting Consultant
Delta Physician Placement, LLC



Subha Rajan, MD Family Medicine

MEDICAL EDUCATION

University of Tennessee
08/2011 -07/2012
Fellowship, Advanced women's health

University of Tennessee
07/2008-06/2011
Residency, Family Medicine (Board certified in July 2011)

Mahidol University, Bangkok, Thailand
04/2003 - 03/2004
MPH, 03/2004

Mahidol University, Bangkok, Thailand
04/2002 - 03/2003
Diploma in tropical medicine and hygiene, 08/2002
Masters in Clinical Tropical Medicine, 03/2003

Medical College, Calicut, India
09/1990 - 11/1997
MBBS, 11/1997

CERTIFICATIONS

ACLS
NRP
ALSO
Registered for ALSO instructor course at FMX in September 2019

WORK EXPERIENCE AND PRACTICE AFFILIATIONS

09/2012 to date
Theda Care Physicians- New London
I am part of a 16 provider team (7 MDs and 9 NP/PA) who serves New London and surrounding smaller communities. As a physician I practice full spectrum family medicine including OB and C section. I am equally involved in outpatient services and in patient care at the 25 bed critical access hospital. Since 2014 I have the privilege of representing my team as Assistant medical director within the larger Theda Care system. Being the lead physician, I partner with the Practice manager and have driven our clinic to be the front runner in all outpatient quality metrics. I take an active role in the hospital committees as well.

08/2011 to 07/2012
University of Tennessee, Family medicine department
I was employed by UT as a fellow in Advanced Women's health fellowship. As obstetrical care has always been my passion, I pursued further training in OB after my residency training. As a fellow, I attained vast experience in obstetrical care of a wide spectrum of patients. I was trained by FP-OB physicians and OBGYN specialists in care of high risk obstetrical patients and surgical aspects of OB during this 12 month fellowship. Along with the training, being a junior faculty helped me polish my teaching skills.



07/2008 - 06/2011

University of Tennessee

Resident Physician

Completed three years of training at University of Tennessee family medicine residency program based in a community hospital. This unopposed program is well known for strong academic base and a comprehensive family medicine experience. I have been a very active member of the residency team and was awarded "Outstanding intern of the year" for my overall performance. I also represented my colleagues as the Chief resident during my senior year. I graduated in June 2011 and was recognized as the "Outstanding graduate of the year".

04/2004 - 05/2005

Bangkok Refugee Center, Thailand

Physician

Initially for 2 months 04/2004-05/2004, I volunteered as a member of the medical team and then was employed as a Physician (06/2004-05/2005) in a United Nations High Commissioner for Refugees (UNHCR) project for urban refugees at the Bangkok Refugee Center (BRC). At BRC I was jointly in charge of the medical clinic where physical examination, treatment and referral were handled. I was also involved in the delivery of medical services to the detainees (refugees and asylum seekers) at the special detention center. I was also responsible for assessment and preparation of medical reports of urban refugees as per the requirement from UNHCR. I took initiative in setting up a computerized system for recording the data regarding patient visits, referrals, diagnosis and outcomes. I also took an active part in community based sexual and gender-based violence (SGBV) awareness and training program among urban refugees.

04/2003-03/2004

Student

Student of Masters in Public Health at Mahidol University, Bangkok, Thailand

Conducted a cross sectional study on Mental Health of factory workers as part of the Master of Public Health program. The study was done at a glove manufacturing facility in Southern Thailand. Under the guidance of the faculty members, each student was required to do every step involved in a research process – literature review, proposal writing and defense, questionnaire development, data collection, statistical analysis and thesis writing and defense.

04/2002- 03/2003

Student

Student of Masters in Clinical tropical Medicine at Mahidol University, Bangkok, Thailand.

As part of the Masters in Clinical tropical medicine program at Mahidol University, every student conducted an independent clinical research under the guidance of faculty members. I chose to do a randomized clinical trial on the treatment of cryptococcal meningitis in HIV AIDS patients. I was required to undertake every step in a research process-literature review, proposal writing and defense, data collection, statistical analysis, and thesis writing and defense. During the research process, I had the chance to work at the Bamrasnaradura institute, a world renowned center for the care of HIV AIDS patients.

01/2000 - 10/2000

Tellicherry Co-Operative Hospital, Kerala, India

Resident Medical Officer

Worked in Tellicherry Co-operative Hospital, Kerala as Resident Medical Officer in Casualty section. Here I had the responsibility of emergency care of the patients arriving to this multi specialty center. Resident Medical officers are the 'first on call' during their duty hours. While attending to calls from inpatients during my duty hours, I worked closely with various medical and surgical specialists to provide high quality care to the patients.



04/1996-11/1997

Rotating Internship, Calicut Medical College

MBBS degree was granted in 11/1997 after completion of this mandatory rotating internship.

O. KENT MAHER
ATTORNEY AT LAW
33 WEST FOURTH STREET
P.O. BOX 130
WINNEMUCCA, NEVADA 89446
TEL: (775) 623 5277 FAX: (775) 623 2468
EMAIL: KENT@WINNEMUCCALAW.COM

MEMORANDUM

TO: Interim Administrator-CEO
FROM: Hospital District Legal Counsel *OKM*
DATE: September 19, 2019
RE: Rajan / physician employment agreement

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

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

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

OKM/lp
Attachment

AGREEMENT
FOR PHYSICIAN EMPLOYMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019,
by and between:

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

PHYSICIAN: SUBHA RAJAN, M.D.
1551 Stone Bluff Lane
Greenville, Wisconsin 54942

RECITALS:

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

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

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

1. TERM. Hospital shall utilize Physician on a full-time basis for the period commencing March 2, 2020 and ending March 1, 2024 (the period beginning on the commencement date and ending March 1, 2021 and the subsequent one-year periods beginning March 2 and ending March 1 may each be referred to as an “Agreement year”), subject to the terms and conditions herein, it being understood the commencement date may be adjusted to a different mutually agreed upon date.

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

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non District Facilities work by Physician may only be provided with the advance consent of the District. For purposes of this Agreement, the Physician shall be an "exempt" employee under applicable federal and state wage and hour laws, not eligible for overtime compensation or benefits.

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

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

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

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

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

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

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

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

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

4. PHYSICIAN HOURS.

a. **At Clinic.** Except while engaged in rendering direct patient care at the District

Facilities, or participating in CME (as hereafter defined), Physician shall be available as scheduled in the Clinic for a full time practice, defined as a minimum average of thirty-two (32) hours per week, forty-six (46) weeks per Agreement year, and as scheduled for OB delivery and On-Call services. The Clinic and On-Call schedule will be determined by the Hospital Administration, in consultation with the Physician, based on anticipated patient demand and the needs of the District, with reasonable effort to accommodate Physician's scheduling preferences; however, the schedule is subject to change based on District needs and/or patient demand.

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

5. COMPENSATION.

a. Base Compensation. District shall pay Physician a base compensation salary of \$385,000 per Agreement year. There may be an adjustment to the base salary depending on the PERS (as herein defined) retirement plan selected by Physician. The base salary is paid in equal biweekly payments on the District's regular salary and wage payment schedule.

b. Incentive Compensation. In addition to any other compensation provided in this Agreement, the Physician shall be entitled to receive incentive compensation each Agreement year calculated as the difference between the base compensation and the calculated compensation of the worked Relative Value Unit ("wRVU") productivity model using a production base threshold of 5,974 for the base compensation salary of \$385,000, with each additional wRVU above the base threshold valued at \$68.40. The determination of the incentive compensation payment, if any, must be made not later than thirty (30) days after the end of each Agreement year of this Agreement, and payment of the incentive compensation must be made not later than forty-five (45) days after the end of each Agreement year of this Agreement.

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

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

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

c. On Call Compensation. District shall pay Physician for providing Practice Specialty On Call services at a rate of: (i) \$700 per day for each weekday; and, (ii) \$1,000 per day for each weekend day or holiday Physician is On Call.

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

6. BENEFITS / FEES / ALLOWANCES / EXPENSES.

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

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

(ii) Health and Other Care Benefits. Medical, dental, vision, prescription drug and life insurance coverage (for Physician only, subject to eligibility) consistent with the health and welfare benefit plan provided employees of the District, shall be provided, at District expense, for Physician and Physician's spouse and eligible dependents.

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

b. CME. Physician shall receive: (i) five (5) business days with compensation each Agreement year (in addition to PTO) for the purpose of attending approved continuing medical education (CME) in Practice Specialty subjects to maintain Physician's current credentials and professional licensure, and (ii) pay or reimbursement up to \$2,500 per Agreement year in associated pre-approved registration and course fees, both for on-site and on-line programs, necessary for CME and CME materials, and such sum does not include the costs for the associated travel, vehicle, parking, lodging and meals. Physician shall obtain the Hospital Administration advance approval of the schedule for CME requiring travel outside the northern Nevada regional area. Any portion of the CME days or payment allowance remaining unused at the end of an Agreement year shall be forfeited.

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

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

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

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

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

h. Payment Requests. When payment authorized by this section must be requested by Physician (e.g., expenses reimbursement, CME reimbursement or PTO payment) the Physician must make a timely (not more than 45 days after the expense was incurred or benefit earned) request for such payment and District will process the payment request and make payment at the end of the first full pay cycle following approval of the request.

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

8. POLICIES.

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

b. Personnel. As a professional and 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.

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

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

with the medical staff bylaws and the medical staff rules and regulations.

11. DISTRICT DUTIES.

a. Facilities. In addition to the compensation 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 Speciality medical practice. Such equipment, supplies and utilities shall remain the sole property of District, and may be removed, replaced or encumbered in the sole discretion of District. District will consult with Physician concerning selection of equipment, supplies and utilities.

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

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

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

12. BILLING / RECORDS.

a. Billing / Assignment. Physician assigns to District all of Physician's right, title and

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

b. Medical Records. Physician shall create and maintain accurate, complete, 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 services 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 District and shall comply with the recommendations of the District to improve documentation coding accuracy. In the event Physician is delinquent in the maintenance of medical records, District may withhold ten percent (10%) of the aggregate pre-tax compensation due Physician pending completion of all outstanding medical records. Additionally, if Physician fails to meet District's required level of medical record documentation and coding accuracy, the District may implement any or all of the following measures:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

p. Physician will notify District in writing within five (5) business days of receipt of notice of any investigation by or of Physician which could result in: (i) loss, restriction or suspension of Physician's license to practice medicine in the State of Nevada and Physician's DEA permit; (ii) exclusion from participation in Medicare, Medicaid, or under any third party payer or managed care company; (iii) loss of Physician's 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. **Without Cause.** Either the District or Physician may, by written notice to the other party, terminate this Agreement without cause one hundred twenty (120) days after the giving of such written notice.

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

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

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

22. COVENANT NOT TO COMPETE. Physician, for and in consideration of the compensation and benefits herein, agrees that for a period of one (1) year from and after the termination of this Agreement, Physician shall not, within seventy-five (75) miles of the city limits of Winnemucca, Humboldt County, Nevada (the same being the normal service area of the

District), as an employee, associate, partner, manager, trustee, independent contractor, consultant, principal, agent of or through the agency of any corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person: (i) engage in Practice Speciality services, or (ii) solicit or accept employment to perform Practice Speciality services with or from any corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person, or (iii) solicit former patients served by Physician as an employee of the District. In the event the provisions of this section should be determined by a court of competent jurisdiction to exceed the time or geographical limitations permitted by the applicable law, then such provisions shall be reformed to the maximum time or geographical limitations permitted by applicable law.

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

24. CONDITIONAL RENEWAL. Physician shall have the conditional right to renew this Agreement for one (1) additional five (5) year term beginning at the expiration of the initial term. Physician shall give notice of the desire to renew this Agreement not later than April 1, 2024. In the event such notice is given by Physician, the payment and conditions for the renewal term shall be in such sum and upon such terms as District and Physician agree not later than May 31, 2024. In the event District and Physician fail to agree upon a payment sum and conditions for the renewal term prior to May 31, 2024, then Physician's employment and this Agreement shall terminate at the expiration of the term without further notice.

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

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

DISTRICT:

PHYSICIAN:

Chairman Humboldt County
Hospital District Board of Trustees

Subha Rajan, M.D.

EXHIBIT "A"
TO
AGREEMENT FOR PHYSICIAN EMPLOYMENT
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Independent Agreement Shane Draper, Ltd.

**Humboldt General Hospital
Board of Trustees Meeting
September 24, 2019
Agenda item: F5**

Executive Summary – Independent Agreement Shane Draper, Ltd.

Request

Approval of Independent Contractor agreement of Shane Draper, Ltd. with HGH.

Background

Dr. Draper and Dr. Lindstrom, doctors of podiatric medicine, each have Medical Staff privileges at HGH.

The agreement provides for the group to deliver clinic and surgery services. HGH will be responsible for all costs of services; HGH will bill and collect for all services. HGH will pay a flat fee of \$10,000 per week for 3 days/week of ProForma services. Please see attached ProForma, it is based on conservative projections of anticipated values.

Revised 9/10/19

Humboldt General Hospital
ProForma Analysis

Service Podiatry
Annual

	<u>Podiatry</u>
Additional Patient Service Volumes	
Surgical Cases	96 2 Cases per week for 48 weeks
Office Visits	2880 20 Visits per day 3 Days/wk for 48 weeks
Average OR Revenue per Case	\$ 10,700.00
Average Anesthesia Revenue per Case	\$ 3,200.00
Average Professional Revenue per Case	\$ 1,250.00
Average Revenue per Office Visit	\$ 281.00
Patient Service Revenue	
Surgical cases - Facility Fees	\$ 1,027,200.00
Anesthesia	\$ 307,200.00
Surgical cases - Professional Fees	\$ 120,000.00
Office Visit Revenue/procedures	\$ 809,280.00
Supplies Revenue	\$ -
	<hr/>
Total Patient Service Revenue	\$ 2,263,680.00
Deductions from Revenue (Average of 48%)	<u>\$ 1,086,566.40</u>
Net Patient Service Revenue	<u>\$ 1,177,113.60</u>
Additional Direct Expenses	
Salaries & Wages	\$ 80,000.00
Employee Benefits (35%)	\$ 28,000.00
Professional Contract	\$ 480,000.00
Supplies	\$ 13,500.00
Other Direct	\$ -
	<hr/>
Total Direct Expenses	\$ 601,500.00
Net Practice Income	\$ 575,613.60

O. KENT MAHER

ATTORNEY AT LAW

33 WEST FOURTH STREET

P.O. BOX 130

WINNEMUCCA, NEVADA 89446

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

EMAIL: KENT@WINNEMUCCALAW.COM

MEMORANDUM

TO: Interim Administrator/CEO

FROM: Hospital District Legal Counsel *OKM*

DATE: September 19, 2019

RE: Draper / podiatry services agreement

Attached (in pdf. format to the email) is a draft version of the proposed *Agreement for Physician Services* with Shane Draper, Ltd. to provide podiatry services as detailed therein. The agreement was prepared using the information and terms provided by staff. Please review the document carefully for content and accuracy. If revisions are believed necessary, please contact me to discuss.

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

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

OKM/lp
Attachment

AGREEMENT
FOR PHYSICIAN SERVICES

THIS AGREEMENT, made and entered into effective the _____ day of _____, 2019 (the "Effective Date") by and between:

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

PHYSICIAN: SHANE DRAPER, LTD.
a Nevada domestic professional corporation
1995 Errecart Blvd., Suite 200
Elko, Nevada 89801

RECITALS:

A. Humboldt County Hospital District ("District") operates Humboldt General Hospital ("Hospital"), an acute care medical facility with critical access designation, Harmony Manor ("Harmony Manor"), a long-term skilled nursing medical facility, Quail Corner Life Enrichment Community ("Quail Corner"), a memory care long-term skilled nursing medical facility, and the Hospital Clinic ("Clinic"), medical clinics offering the professional services of health care providers (collectively such facilities are sometimes referred to herein as the "District Facilities"), in Winnemucca, Humboldt County, Nevada, and has need for licensed and qualified physicians to provide podiatry services, including clinic and surgery services (herein referred to as the "Practice Specialty") to serve the interests of the District, the District Facilities patients and the residents of Humboldt County.

B. Shane Draper, Ltd., a Nevada domestic professional corporation ("Physician"), has providers who are qualified and licensed to practice in the State of Nevada, with experience and capability in providing Practice Specialty physician services, and desires to provide to the District the services described in this Agreement.

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

1. PHYSICIAN SERVICES. Subject to the terms and conditions herein, Physician shall provide Practice Specialty services for a minimum of three (3) days each calendar week: (i) to patients utilizing the Clinic; (ii) to patients accepted under District Facilities' rules, regulations and policies; and, (iii) to patients admitted to the District Facilities or requiring Practice Specialty services in the Hospital's Emergency Room ("ER").

2. TERM / RENEWAL. This Agreement: (i) becomes effective upon execution by all parties on the date first above written and will remain in effect until the end of the calendar year; and, (ii) is automatically renewable for successive one year terms beginning January 1 and ending December 31 of each calendar year, unless and until terminated as provided herein.

3. COMPENSATION. District shall pay Physician the sum of \$10,000 per week for

providing Practice Specialty services pursuant to this Agreement. Compensation payments shall be made monthly within fifteen (15) days of receipt by District from Physician of a report of services provided and time expended to provide such services. For purposes of compensation with this Agreement, the term "day" means an eight (8) hour period within any 24 hour period between 12:00 a.m. and 11:59 p.m., and the term "week" means any six (6) successive days on any Monday through Saturday period.

The compensation established by this Agreement is consistent with the fair market value of the Physician services arrived at through an arms length negotiation between the parties. The compensation is not intended to relate to and does not take into account the volume or value of any referrals or business otherwise generated for or with respect to the District or between the parties for which payment may be made in whole or in part under Medicare, Medicaid or any other federal or state health care program, or under any third party payor program.

4. RELATIONSHIP / SUPERVISION. The District is contracting for the performance of the Physician services as an independent contractor, and the District does not control the manner in which Physician provides such services, nor does the District retain control over the methods and procedures to be utilized in the performance of the Physician professional activities, so long as the terms of this Agreement are complied with by the Physician and the objectives of the District are achieved by the performance of the Physician provided services.

No relationship of employment, partnership, joint venture or agency is created or intended to be created by this Agreement and Physician and/or any natural person affiliated or associated with or utilized by Physician to provide services pursuant to this Agreement, and Physician and such persons shall have no claim under this Agreement against the District for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability or unemployment insurance benefits, or employee benefits of any kind.

5. EXPENSES. All expenses incurred by Physician in connection with the Physician private business operations, including the practice of medicine, such as fees, salaries, benefits, insurance, licensing costs, professional association dues, continuing education programs and conferences and medical equipment and supplies are the sole responsibility of Physician, unless otherwise provided or authorized by this Agreement.

6. TAXES / WITHHOLDING. Payment of federal, state and local taxes, social security (FICA), workers' compensation insurance and unemployment insurance (FUTA and state), and any other fees and taxes related to the compensation received by Physician pursuant to this Agreement are the responsibility of the Physician.

7. PHYSICIAN WARRANTIES. Physician represents, warrants and agrees:

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

b. Permit. Each Practice Specialty provider of Physician holds a DEA permit with respect to controlled substances, and the permit is in good standing and without restrictions.

c. Program Eligibility. Each Practice Specialty provider of 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. License-Permit Maintenance. Each Practice Specialty provider of Physician will maintain the Nevada license to practice medicine, the DEA permit and Medicare and Medicaid practice eligibility in good standing, without restriction or challenge.

e. Policies. Physician is, or will be, familiar with and shall be subject to, comply with, and abide by the policies, procedures, rules, regulations, guidelines, protocols, and requirements of the District insofar as they are applicable to contract physicians, and the bylaws, rules and regulations of the District's medical staff, as amended from time to time.

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

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

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

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

j. Medical Staff. Each Practice Specialty provider of Physician will maintain in good standing both appointment to the professional medical staff of District and all clinical privileges relevant to the providing of Practice Specialty services.

k. Provider Participation. 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.

l. Notice. Physician must notify District in writing within five (5) business days of receipt of notice of any investigation by or of any Physician provider, or any claim or threatened claim against Physician or of any Physician provider based on services rendered by Physician pursuant to this Agreement, or any action that is threatened, initiated or taken against Physician by any person, entity, other health care facility provider or organization, which could result in: (i) loss, restriction or suspension of any Physician providers license to practice medicine in the State of Nevada and/or any Physician providers DEA permit; (ii) exclusion from participation in Medicare, Medicaid, or under any third party payer or managed care company; or, (iii) loss of any

Physician providers insureability for professional liability insurance.

8. BILLING / MEDICAL RECORDS.

a. Billing / Assignment. Physician assigns to District all of the Physician right, title and interest to payment from or on behalf of patients or other recipients of professional services at the District Facilities rendered by Physician or under Physician 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 services at the District Facilities. 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 Hospital to bill and collect for professional services rendered at the District Facilities by Physician or under Physician supervision pursuant to this Agreement. District shall retain all amounts received or collected for Physician services at the District Facilities as District property. Physician shall not seek to bill or collect from any third party payor or any District Facilities patient in violation of this Agreement.

b. Medical Records. Physician shall create and maintain accurate, complete, readable and timely records of all care rendered at the District Facilities. The records must be kept and maintained in the District provided EHR (Electronic Health Records) system in the format approved by the District. The records shall be and remain the property of the District. Patient records shall not be removed from the District Facilities without District's written consent. For purposes of this Agreement, "timely" means: (i) within 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. Compliance. Physician shall meet all legal and regulatory requirements and District's standards for medical record documentation and billing claims submission, including without limitation, accurate coding. Physician shall cooperate with District in all coding and compliance audits and reviews, including making all documents and records available for review on a timely basis, and participation in exit interviews and telephone conferences as requested. Physician shall participate in all internal coding, billing and documentation educational programs as directed by District and shall comply with any and all recommendations of 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 compensation then due Physician pending completion of all outstanding medical records. Upon completion of the outstanding records, the withheld compensation shall be released to Physician. Failure to complete the outstanding records will result in forfeiture to District of the withheld compensation.

9. DISTRICT PROVIDED FACILITIES-SERVICES. The District provides, at District expense, the following facilities and services for use or participation by Physician to provide services per this Agreement:

a. Facilities. Office space at the District Facilities, which includes such amenities as are reasonably necessary, in the good faith opinion of the District, for providing Practice Specialty

services, including access to a waiting room, reception area, examining room(s), restroom(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. Professional office equipment, supplies and utilities that are, in District's good faith opinion, reasonably necessary for providing Practice Specialty services. The equipment, supplies and utilities are the 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. 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 provides appropriate opportunity for input from Physician, but retains the exclusive right to recruit, select, employ, schedule, evaluate, discipline, promote or terminate such support personnel and to set their compensation and duties. Physician may exercise general supervisory authority of ancillary support personnel while performing Practice Specialty services for the District.

d. Insurance. Professional liability insurance which covers the Physician Practice Specialty services in amounts required by the District's professional staff policies, but not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. The insurance is obtained on a claims-made basis, and provides for continuation or "tail coverage" after termination of services. Physician shall promptly notify District of any claim or threatened claim based on services rendered by Physician or under Physician supervision, 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 during the term of this Agreement, then Physician shall obtain and maintain the required professional liability insurance coverage at Physician expense.

10. DISTRICT POLICIES.

a. Professional. Physician and each Practice Specialty provider of Physician shall comply with all obligations of professional staff appointees as described in the District's medical staff bylaws, medical staff rules and regulations and the Hospital and Clinic policies and procedures 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 the application or reapplication for professional staff appointment or clinical privileges of any Practice Specialty provider of Physician. 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. 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, and the Hospital and Clinic policies and regulations, 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.

11. PERSONNEL POLICIES. District nursing, medical and ancillary support personnel assigned to assist Physician in providing Practice Specialty services for the District are subject to on-site supervision by Physician when Practice Specialty services are provided at District Facilities. Physician shall abide by District personnel policies applicable to District employees and employee contractual commitments, and shall provide services pursuant to this Agreement in a manner consistent with District employees' rights under such personnel policies.

12. RECORDS.

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

(i) Access. If this Agreement is or becomes subject to any law relating to verification of contract costs under Medicare, Medicaid or any other law relating to reimbursement for professional medical services, the above noted entities and their representatives shall have access to Physician books, documents and records for Practice Specialty 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 work product and records related to services provided to District pursuant to this Agreement, including marketing, public relations and intellectual property generated by or on behalf of Physician, 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 services for the District and District shall make such records reasonably available to Physician upon request.

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

13. NON-DISCRIMINATION. Physician shall while performing the services for District

pursuant to this Agreement uphold and abide by all laws pertaining to equal access and employment opportunities. These laws include Title VI and VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Age Discrimination in Employment Act of 1975, the Equal Pay Act of 1963, Section 501 & 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991 and the Americans with Disabilities Act of 1990, as amended.

Physician shall not discriminate against any patient, District employee or any other individual the Physician comes into contact with by reason of the services provided pursuant to this Agreement because of race, color, religion, age, sex, sexual preference, national origin, veteran's status 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 the Physician 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. NO REFERRALS. Nothing contained in this Agreement or in any other agreement between the District and Physician will obligate either party to refer patients to the other party, or to the affiliated providers or facilities of either party.

19. INDEPENDENT JUDGEMENT. Nothing contained in this Agreement or in any other agreement between the District and Physician shall be interpreted to prescribe the 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. Each Practice Specialty provider of 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. Each

Practice Specialty provider of Physician 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 services of Physician may be terminated as follows:

a. Without Cause. This Agreement may be terminated without cause by District or Physician upon service of a written notice of termination upon the other party. The termination shall become effective not sooner than thirty (30) days following service of the notice of termination, unless another time is mutually agreed upon by the parties.

b. Automatic. This Agreement automatically terminates on the date a Practice Specialty provider of Physician resigns, is removed or is otherwise no longer a member of the District Medical Staff, unless Physician has other Practice Specialty providers capable of providing such services.

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; and, (ii) the records access and retention of files (section 12.a.), and the confidentiality provisions (section 12.b.), shall continue to bind the parties.

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

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

DISTRICT:

PHYSICIAN:

Chairman Humboldt County
Hospital District Board of Trustees

Quinn Lindstrom, M.D., President
Shane Draper, Ltd.

Shane Draper, M.D., Secretary
Shane Draper, Ltd.

EXHIBIT "A"
TO
AGREEMENT FOR PHYSICIAN SERVICES
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

J. DISPUTE RESOLUTION. Any controversy, claim or dispute relating to this Agreement or Physician services concerning a non medical issue shall be the subject of informal discussions between Physician and the Hospital Physician Services Director. 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

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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.

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 other party, the instituting party shall pay the costs incurred by the defending party, including the defending party's fees incurred for notices of default, negotiation, settlement, trial, appeal after trial, reasonable attorney's fees, expert witness fees, court costs and any and all other expenses of defense. Such payment shall be made immediately following dismissal of the case or upon entry of judgment. If the instituting party is the prevailing party, then the 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. INDEMNIFICATION. Physician shall indemnify, defend, and hold harmless District, its officers, officials, agents and employees from and against any and all liabilities, costs, damages, expenses, attorney litigation fees and costs of any nature arising out of or in connection with Physician's performance of Practice Specialty services, to the fullest extent allowable by law.

P. 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.

Q. 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.

R. 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.

S. 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 20 herein.

T. RELEASE. Upon any termination of services pursuant to this Agreement, and upon receipt by Physician 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 successors and assigns, individually and collectively, and in their official capacity, from any and all liability arising out of this Agreement or from Physician providing services under this Agreement.

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

V. 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.

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

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

Y. 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.

Y. 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.