

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

APRIL 28, 2020

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE

ROOM – By Phone

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

HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NEVADA 89445

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

MEETING DATE: Tuesday April 28, 2020
MEETING TIME: 5:30 pm
MEETING PLACE: Sarah Winnemucca Conference Room
Humboldt General Hospital
118 E Haskell St, Winnemucca, Nevada
PLACES POSTED: in Winnemucca, Nevada at:
Humboldt General Hospital, 118 E Haskell Street
Humboldt County Courthouse, 50 W Fifth Street
Winnemucca City Hall, 90 W Fourth Street
Humboldt County Library, 85 E Fifth Street
United States Post Office, 850 Hanson Street
www.hghospital.org https://notice.nv.gov
PERSON POSTING: Alicia Wogan

MEETING VIA TELECONFERENCE PURSUANT TO NRS 241.023
PURSUANT TO SECTION 1 OF THE STATE OF NEVADA EXECUTIVE DEPARTMENT DECLARATION OF
EMERGENCY DIRECTIVE 006 ISSUED MARCH 22, 2020 THERE IS NO PHYSICAL LOCATION FOR MEMBERS
OF THE GENERAL PUBLIC TO ATTEND THE MEETING - SEE ACCESS INSTRUCTIONS BELOW

Teleconference: Dial 1-646-749-3122 - Access Code 732-135-429

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

D. CONSENT AGENDA

(The Board is expected to review, discuss and take action on this agenda item. The items may be approved in a single motion; however, upon Board member request, any consent item may be moved to the discussion portion of the agenda and other action, including postponement or denial of the item, may take place.)

1. Board meeting minutes March 31, 2020.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Pamela Moore, MD, Provisional, Pediatrics; Subha Rajan, MD, Provisional, FP/OB; Stephanie Nainani, MD, Active, OBGYN; Michael Zufelt, DO, Active, Emergency Medicine; Arthur Johnson, PA-C, Allied Health, Physician Assistant; George Rodway, PhD, APRN, Allied Health, Sleep Medicine; Tina Carbone, APRN-CNP, Allied Health, Family Medicine; Jonathan Bold, MD, Consulting, Teleradiology; Dietrich Von Feldmann, MD, Active, Gastroenterology. These files moved to new categories due to new Medical Staff Bylaws: Merleen Grover, APRN-CNM, Allied Health, Midwife; Laurie Parker, APRN-CNP, Allied

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Health, Family Medicine; Pamela Sherwill-Navarro, APRN-CNP, Allied Health, Family Medicine; Janice Schorr, APRN-CNP, Allied Health, Family Medicine; Landon Mouritsen, CRNA, Allied Health, CRNA; Michael Hunt, CRNA, Allied Health, CRNA; Ed Mohr, CRNA, Allied Health, CRNA; Jim Nguyen, CRNA, Allied Health, CRNA; and, Shane Draper, DPM, Provisional, Podiatry.

E. FINANCIAL REPORTS

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

1. Cerner / Financial update
2. Warrants disbursed - Monthly expenditures
3. Budget hearing update

F. BUSINESS ITEMS-OTHER REPORTS

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

1. Hospital Administration-IT / proposal to purchase Panasonic recorder-controller and software for security video recording in the amount of \$19,517.91 / IT-Administration
2. Hospital Administration-IT / proposal to enter into an agreement with Triyam healthcare data management solutions to extract, convert and archive existing EHR systems medical records data into the new Fovea medical records archival system for a project fee in the amount of \$56,945 and license and maintenance fees in the amount of \$2,283 per month / IT-Administration
3. Hospital Administration / proposal to enter into an agreement with Nevada News Group for promotional and advertising services in print media in the sum of \$450 per week and in broadcast media in the sum of \$3,000 per month / Administration
4. Hospital Administration / proposal to enter into an agreement with Care Adopt for telepsychiatric evaluation, medication management and collaborative care management services / Administration
5. Hospital Administration / proposal to enter into an agreement with Danny J. Sayegh, MD to provide family practice, nursery call and other medical services / Administration
6. Hospital Administration-Finance / proposal to authorize certifications of the validity of accelerated payment requests from the Medicare remittance program / CFO-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: Pursuant to Section 3 of the Declaration of Emergency Directive 006 ("Directive 006"), the state law requirement that public notice agendas be posted at physical locations within the State of Nevada is suspended. This agenda has been physically posted at the locations noted above and electronically posted at <http://www.hghospital.org/> and at <https://notice.nv.gov/>.

Notice: Pursuant to Section 1 of Directive 006 as extended by Section 1 of Directive 010 the state law requirement that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate is suspended until April 30, 2020. The meeting may be accessed via teleconference by dialing 1-646-749-3122 and using access code 732-135-429.

Teleconference: Dial 1-646-749-3122 Access Code 732-135-429

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Notice: Members of the public may make a public comment at the meeting without being physically present by emailing adminoffice@hghospital.org prior to 12:00 noon on the day of the meeting and messages received will be transcribed for entry into the record and provided to the Board of Trustees for review. Members of the public may also make a public comment at the meeting without being physically present by accessing the meeting through a telephone connection by dialing 1-646-749-3122 and using access code 732-135-429

Notice: The Executive Assistant at the Administration Office located at Humboldt General Hospital, 118 E. Haskell Street, Winnemucca, Nevada, telephone number 775-623-5222 extension 1123, is the designated person from whom a member of the public may request the supporting material for the meeting. Pursuant to Section 5 of Directive 006, the state law requirement that physical locations be available for the public to receive supporting material for public meetings is suspended. Staff reports and supporting material for the meeting are available on the Humboldt General Hospital website at <https://www.hghospital.org> and are available to the general public at the same time the materials are provided to the Board of Trustees.

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

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

Destination Zone Breakdown

Date: Wednesday, April 22, 2020

Incident Date between 2020-03-01 and 2020-03-31

Zone Breakdown

	Destination Zone	Details
Non-Billable	Non Transports	92 Calls
	Humboldt Co. North	3
	Humboldt Co.	15
	Pershing Co.	6
	Winnemucca	58
	McDermitt Reservation	2
Billable	Humboldt County (Airport Transfers)	6 Calls
	Treated and Transferred to another EMS Agency	2 Calls
	Interfacility Transfer	19 Calls
	Renown	13
	St. Mary's	5
	Northern Nevada	1
	Mental Health Transfer	9 Calls
	West Hills	4
	Reno Behavioral	3
	NNAMHS	2
	Humboldt General Hospital ER	87 Calls (92)
Humboldt Co. North	1	
Humboldt Co.	9	
Pershing Co.	7	
Winnemucca	75	
Totals	Total Billable	123 Calls
	Total Non-Billable	92 Calls
	Total	215 Calls

HGH



February / March 2020

Financial package

FEBRUARY 2020 OPERATING RESULTS OVERVIEW

- Gross patient revenue for February were \$8.5M compared to a budgeted amount of \$8.2M and prior year of \$8.1M. YTD gross patient revenue of \$70.1M through February compares to \$65.7M budgeted and prior year of \$56.8M. The increase in revenue in fiscal 2020 through February continues to point out the demand for clinical services and increased clinical services deployed this year.
- Contractual allowances and bad debt allowances were 58% in February compared to a budgeted amount of 40% and prior year of 47%. YTD contractual and bad debt allowances were 54% compared to a budget of 43% and prior YTD of 47%. This deterioration trend continues to show the effects of the rev cycle struggles since the Cerner implementation both at HGH and at Cerner.
- February operating revenue of \$3.6M is significantly lower than a budgeted amount of \$5.0M and prior year of \$4.4M. This deterioration is directly related to the increase in contractual and bad debt allowances for February. YTD operating revenue was \$32.2M compared to a budgeted amount of \$38.1M and prior YTD of \$30.4M.
- February operating expenses were \$5.3M compared to a budgeted amount of \$4.7M and prior year of \$4.6M. YTD operating expenses were \$41.1M compared to a budget of \$37.6M and prior YTD of \$32.6M. Expenses are higher in fiscal 2020 due to labor costs associated with the EMR implementation, our ongoing transition from contracted to employed providers and an increase in purchase services associated with Cerner technology fees.
- Net loss for February was (\$1.2M) compared to a profit for both budget and prior year of \$643K and \$420K respectively. YTD net loss was (\$4.8M) compared to a YTD budgeted profit of \$3.6M and a prior YTD profit of \$2.5M. The losses for the month and YTD are reflective of the significant increase in contractual and bad debt allowances and increased spending. Had the hospital run contractual and bad debt allowances YTD at the same rate as fiscal 2019 (54% compared to 47%) the hospital would have actually had a profit YTD.

Humboldt General Hospital
Statement of Profit and (Loss)
For the Period Ending February 29, 2020

FY19 MONTH		MONTH OF FEBRUARY FY2020			FISCAL YEAR 2020 TO DATE		FY 2019 YTD
PRIOR YR	BUDGET	ACTUAL		ACTUAL	BUDGET	PRIOR YR	
\$ 3,147,935	\$ 3,086,671	\$ 2,262,703	INPATIENT REVENUE	\$ 24,287,250	\$ 24,632,688	\$ 21,309,128	
3,880,368	4,573,305	5,203,854	OUTPATIENT REVENUE	37,848,767	36,508,440	29,813,715	
474,946	523,805	368,064	LTC	4,200,411	4,190,440	3,170,229	
626,808	52,727	626,807	CLINIC REVENUE	3,775,253	369,089	2,497,993	
8,130,057	8,236,508	8,461,428	TOTAL PATIENT SERVICE REVENUE	70,111,681	65,700,657	56,791,065	
			DEDUCTIONS FROM REVENUE				
(3,278,949)	(2,947,199)	(4,137,018)	CONTRACTUAL ADJUSTMENTS	(30,566,045)	(24,981,431)	(21,558,592)	
(536,937)	(369,413)	(759,860)	BAD DEBT	(7,383,394)	(2,955,309)	(5,211,381)	
(3,815,886)	(3,316,612)	(4,896,878)	TOTAL DEDUCTIONS FROM REVENUE	(37,949,439)	(27,936,740)	(26,769,973)	
4,314,171	4,919,896	3,564,550	NET PATIENT SERVICE REVENUE	32,162,242	37,763,917	30,021,092	
50,429	44,575	32,405	OTHER OPERATING REVENUE	293,698	312,025	357,527	
4,364,600	4,964,471	3,596,955	TOTAL OPERATING REVENUE	32,455,940	38,075,942	30,378,619	
			OPERATING EXPENSES				
1,140,565	1,515,991	1,560,367	SALARIES	13,098,915	12,015,089	11,231,719	
568,383	574,191	482,738	BENEFITS	4,432,542	4,593,528	4,020,956	
146,403	57,916	136,400	CONTRACT LABOR	1,077,711	463,328	905,301	
1,057,113	897,835	1,509,375	PURCHASED SERVICES	9,571,733	7,182,680	4,308,139	
675,123	579,890	660,759	SUPPLIES & SMALL EQUIPMENT	4,920,478	4,648,874	3,860,935	
102,875	273,381	145,807	REPAIRS AND MAINTENANCE	1,206,617	2,187,048	1,474,407	
26,726	16,873	39,861	RENTS AND LEASES	232,590	134,984	199,555	
45,665	30,264	51,053	INSURANCE	398,235	242,112	264,001	
69,671	52,420	75,617	UTILITIES	545,681	419,360	483,611	
562,366	605,839	510,116	DEPRECIATION	4,314,181	4,846,712	4,565,892	
43,417	58,060	12,687	TRAVEL, MEALS & EDUCATION	189,173	455,118	182,864	
140,876	53,150	120,781	OTHER EXPENSE	1,160,427	422,080	1,094,799	
4,579,183	4,715,810	5,305,561	TOTAL OPERATING EXPENSES	41,148,283	37,610,913	32,592,179	
(214,583)	248,661	(1,708,606)	NET OPERATING INCOME/(LOSS)	(8,692,343)	465,029	(2,213,560)	
			NON-OPERATING REVENUE/(EXPENSES)				
28,543	25,394	37,697	INTEREST INCOME	196,866	203,152	174,363	
604,731	369,265	438,017	TAXES	3,671,615	2,954,120	4,488,732	
1,000	-	-	DONATIONS	-	-	1,525	
-	-	-	OTHER INCOME	-	-	-	
-	-	-	CERNER CLEARING	-	-	-	
634,274	394,659	475,714	NON-OPERATING REVENUE/(EXPENSES)	3,868,481	3,157,272	4,664,620	
\$ 419,691	\$ 643,320	\$ (1,232,892)	NET INCOME/(LOSS)	\$ (4,823,862)	\$ 3,622,301	\$ 2,451,060	
\$ 982,057	\$ 1,249,159	\$ (722,776)	EBIDA	\$ (509,681)	\$ 8,469,013	\$ 7,016,952	



MARCH 2020 OPERATING RESULTS OVERVIEW

- Gross patient revenue for March was \$7.4M compared to a budget for the month of \$8.2M and prior year of \$8.7M. The decrease in March revenue demonstrates the erosion in our service lines in all areas due to the COVID-19 pandemic. We first began to see evidence of this reduction beginning the middle of March and it has continued. We will most likely see our gross patient revenues decline 20 to 25% during the remainder of 2020. YTD gross patient revenue was \$77.5M compared to a budget of \$73.9M and prior YTD of \$65.5M. The full impact of the decline in services will begin to trend by month during the remainder of fiscal 2020.
- Contractual and bad debt allowances for March were 58% compared to a budgeted rate of 40% and prior year rate of 48%. YTD contractual and bad debt allowances were 54% compared to a budgeted rate of 42% and prior YTD rate of 47%. The YTD contractual and bad debt allowance rate increase is due to significant revenue cycle challenges at HGH as well as Cerner. However in recent days new initiatives and strategies have been put into motion to achieve much better operating performances at both the hospital as well as Cerner RevWorks.
- Total operating revenue for the month of March was \$3.1M compared to budget of \$5.0M and prior year of \$4.6M. The reduction is directly related to both the significant increase in contractual and bad debt allowances as well as the reduction in revenue associated with COVID-19. YTD operating revenue was \$35.6M compared to budgeted operating revenue of \$43.1M and prior YTD of \$35.0M. The reduction is the result of the contractual and bad debt allowance increases.
- Operating expenses for March were \$4.6M compared to a budget of \$4.7M and prior year of \$4.3M. The increase in March over prior year was driven by additional Cerner technology fees from our EMR implementation. March YTD spending was \$45.7M compared to a budget of \$42.3M and prior YTD of \$36.9M. The increase in expenditures was a result of increases in FTE'S (employee equivalents) from 274 in 2019 to 374 in 2020.
- Net loss for March of (\$911K) compared to a profit for both budget of \$643K and prior year of \$704K. YTD March loss was (\$5.7M) compared to budget of \$4.3M and prior YTD of \$3.2M. The month and YTD losses were primarily a result of significant increases in contractual and bad debt allowances. Had the allowance % been the same as 2019 the hospital's YTD loss would have only been approximately (\$300K).
- Days cash on hand dropped from 238 days at 6/30/19 to 188 days as of 3/31/20. The increase in operating expenses as well as the increase in A/R days from 6/30/19 of 78 days to 83 days as of 3/31/20. Our cash balance of \$28.0M as of 3/31/20 has decreased approximately \$1.0M since January 2020. This decrease is evident by February and March EBIDA losses of (\$358K) and (\$723K) respectively. Our daily cash burn rate continues to be \$148K, same as it was in January 2020.

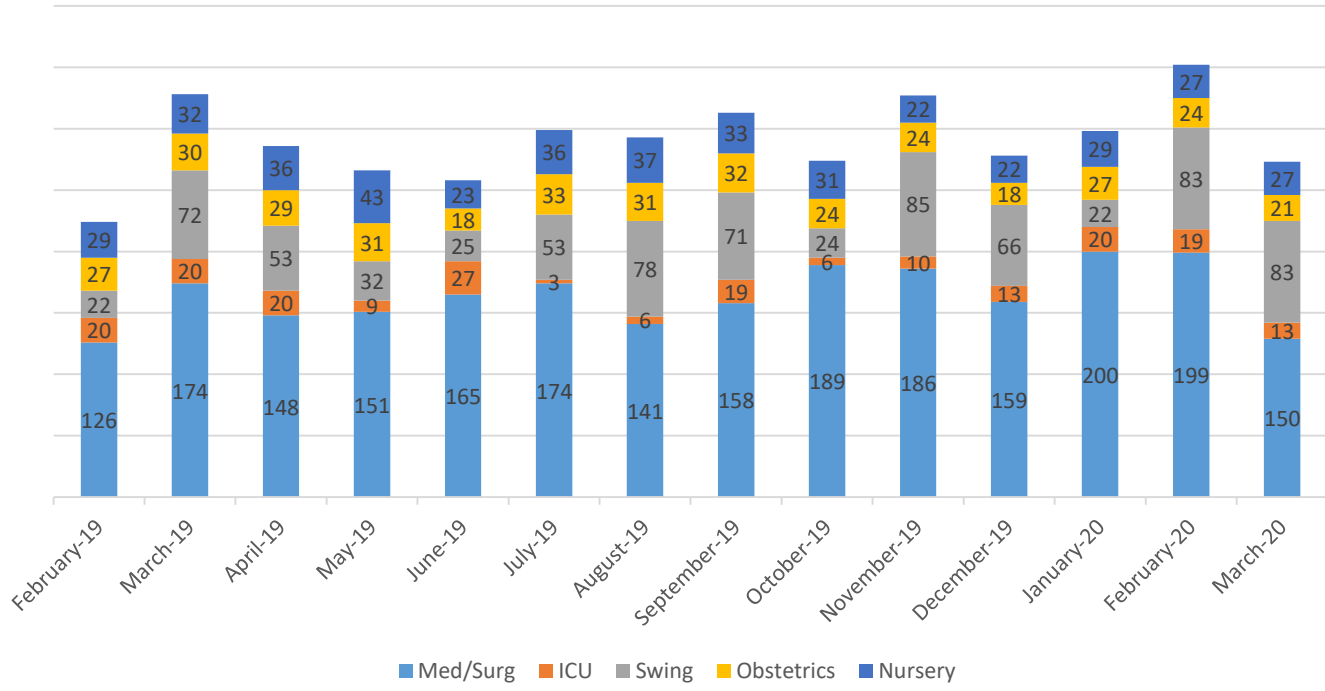


HUMBOLDT COUNTY HOSPITAL DISTRICT
D/B/A HUMBOLDT GENERAL HOSPITAL
STATEMENTS OF NET POSITION
MARCH 31, 2020

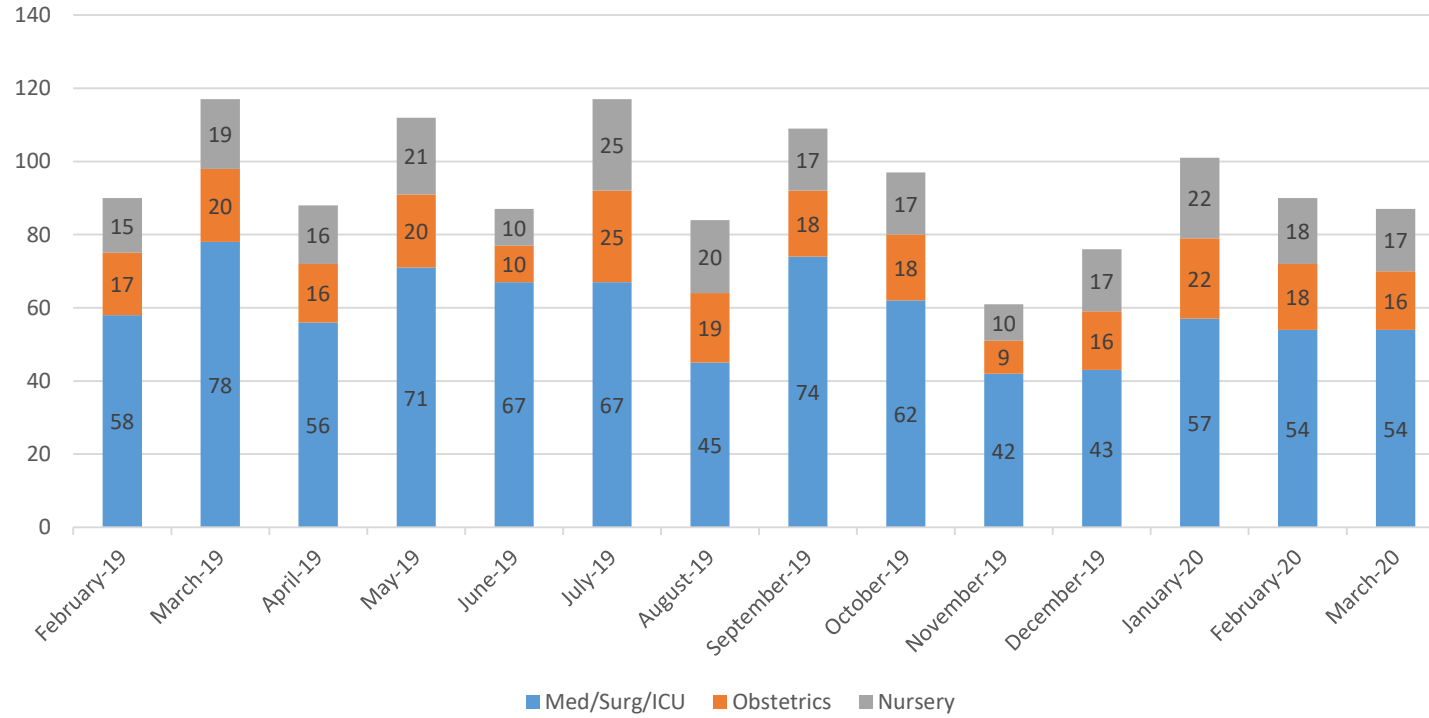
	ACTUAL	AUDITED
	3/31/2020	6/30/2019
ASSETS:		
CURRENT ASSETS		
CASH AND CASH EQUIVALENTS	\$ 28,027,898	\$ 29,040,598
ACCOUNTS RECEIVABLE, NET	10,104,449	9,733,713
OTHER RECEIVABLES	853,968	2,200,078
INVENTORY	1,712,217	1,734,551
PREPAIDS	726,454	1,444,124
TOTAL CURRENT ASSETS	41,424,986	44,153,064
PROPERTY, PLANT AND EQUIPMENT NET OF DEPRECIATION	58,584,661	60,163,808
DEFERRED OUTFLOW OF RESOURCES PENSION DEFERRED OUTFLOWS	5,625,947	5,625,947
TOTAL ASSETS	\$ 105,635,594	\$ 109,942,819
LIABILITIES:		
CURRENT LIABILITIES		
ACCOUNTS PAYABLE	\$ 3,505,982	\$ 2,135,669
ACCRUED PAYROLL	1,950,482	1,835,005
OTHER CURRENT LIABILITIES	546,165	603,000
TOTAL CURRENT LIABILITIES	6,002,629	4,573,674
LONG TERM LIABILITIES		
NET PENSION LIABILITY	28,326,281	28,326,281
DEFERRED INFLOW OF RESOURCES PENSION DEFERRED INFLOWS	1,449,686	1,449,686
TOTAL LIABILITIES	35,778,596	34,349,641
FUND BALANCE:		
NET POSITION	69,856,998	75,593,178
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 105,635,594	\$ 109,942,819

Humboldt General Hospital Statement of Profit and (Loss) For the Period Ending March 31, 2020						
FY19 MONTH	MONTH OF MARCH FY2020			FISCAL YEAR 2020 TO DATE		FY 2019 YTD
PRIOR YR	BUDGET	ACTUAL		ACTUAL	BUDGET	PRIOR YR
\$ 3,227,428	\$ 3,086,671	\$ 1,513,240	INPATIENT REVENUE	\$ 25,800,490	\$ 27,719,359	\$ 24,536,557
4,418,965	4,573,305	4,746,156	OUTPATIENT REVENUE	42,594,923	41,081,745	34,859,487
573,270	523,805	474,873	LTC	4,675,284	4,714,245	3,743,499
505,732	52,727	617,784	CLINIC REVENUE	4,393,037	421,817	2,376,917
8,725,395	8,236,508	7,352,053	TOTAL PATIENT SERVICE REVENUE	77,463,734	73,937,166	65,516,460
			DEDUCTIONS FROM REVENUE			
(3,656,503)	(2,947,199)	(3,599,708)	CONTRACTUAL ADJUSTMENTS	(34,165,753)	(27,928,630)	(25,215,094)
(513,966)	(369,413)	(661,171)	BAD DEBT	(8,044,564)	(3,324,721)	(5,725,347)
(4,170,469)	(3,316,612)	(4,260,879)	TOTAL DEDUCTIONS FROM REVENUE	(42,210,317)	(31,253,351)	(30,940,441)
4,554,926	4,919,896	3,091,174	NET PATIENT SERVICE REVENUE	35,253,417	42,683,815	34,576,019
30,289	44,575	46,166	OTHER OPERATING REVENUE	339,864	401,175	387,815
4,585,215	4,964,471	3,137,340	TOTAL OPERATING REVENUE	35,593,281	43,084,990	34,963,834
			OPERATING EXPENSES			
1,384,826	1,515,991	1,432,135	SALARIES	14,531,050	13,531,080	12,616,544
446,167	574,191	384,497	BENEFITS	4,817,038	5,167,719	4,467,123
130,305	57,916	78,543	CONTRACT LABOR	1,156,253	521,244	1,035,606
1,091,857	897,835	1,145,764	PURCHASED SERVICES	10,717,498	8,080,515	5,399,996
254,729	579,890	625,770	SUPPLIES & SMALL EQUIPMENT	5,546,248	5,228,764	4,115,664
156,917	273,381	132,255	REPAIRS AND MAINTENANCE	1,338,872	2,460,429	1,631,324
21,512	16,873	19,995	RENTS AND LEASES	252,585	151,857	221,067
47,696	30,264	51,672	INSURANCE	449,907	272,376	311,697
64,955	52,420	91,179	UTILITIES	636,860	471,780	548,566
561,311	605,839	553,334	DEPRECIATION	4,867,515	5,452,551	5,127,203
30,802	58,060	5,101	TRAVEL, MEALS & EDUCATION	194,274	513,178	213,666
134,415	53,150	60,383	OTHER EXPENSE	1,220,810	475,230	1,229,215
4,325,492	4,715,810	4,580,626	TOTAL OPERATING EXPENSES	45,728,910	42,326,723	36,917,671
259,723	248,661	(1,443,286)	NET OPERATING INCOME/(LOSS)	(10,135,629)	758,267	(1,953,837)
			NON-OPERATING REVENUE/(EXPENSES)			
72,963	25,394	(9,015)	INTEREST INCOME	187,851	228,546	247,326
371,374	369,265	545,312	TAXES	4,216,927	3,323,385	4,860,106
-	-	-	DONATIONS	-	-	1,525
-	-	-	OTHER INCOME	-	-	-
-	-	(4,350)	CERNER CLEARING	(4,350)	-	-
444,337	394,659	531,947	NON-OPERATING REVENUE/(EXPENSES)	4,400,428	3,551,931	5,108,957
\$ 704,060	\$ 643,320	\$ (911,339)	NET INCOME/(LOSS)	\$ (5,735,201)	\$ 4,310,198	\$ 3,155,120
\$ 1,265,371	\$ 1,249,159	\$ (358,006)	EBIDA	\$ (867,686)	\$ 9,762,749	\$ 8,282,323

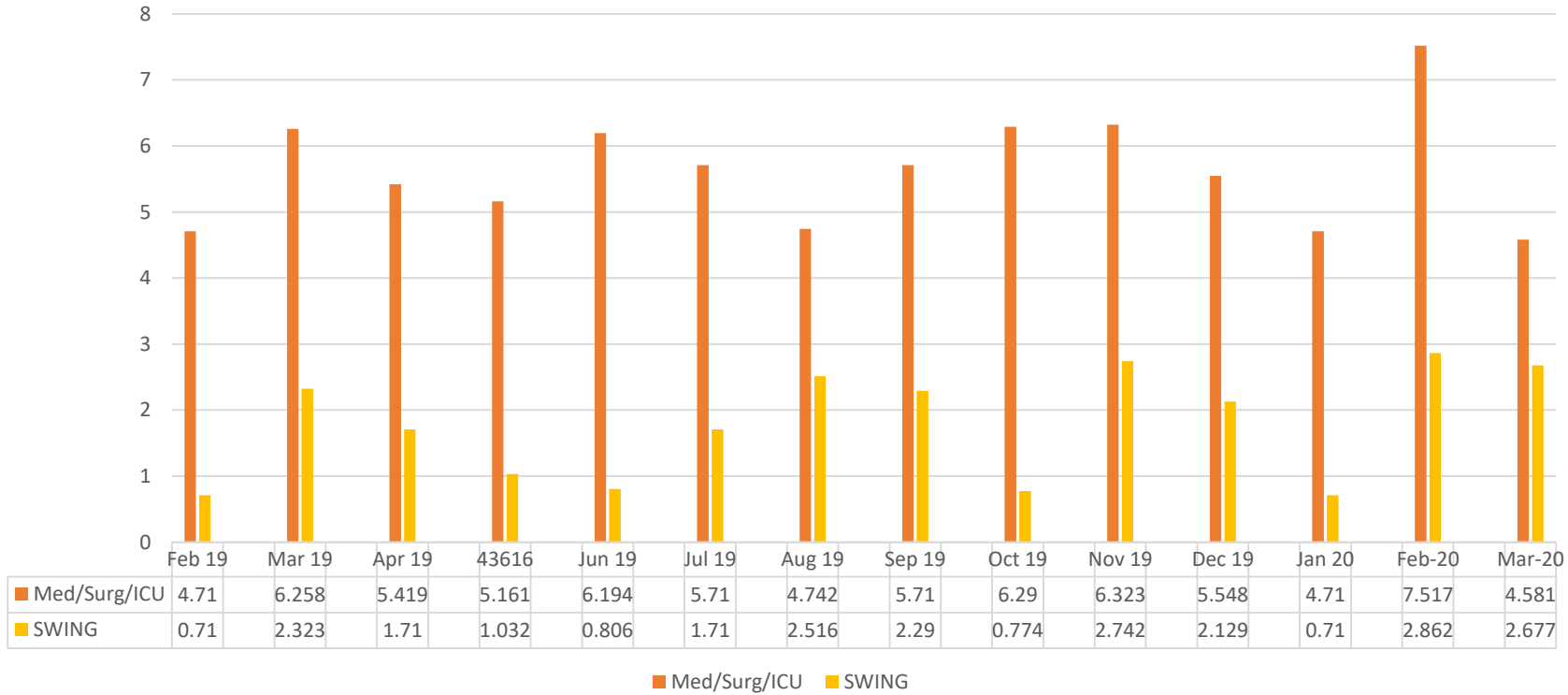
Pt Days March



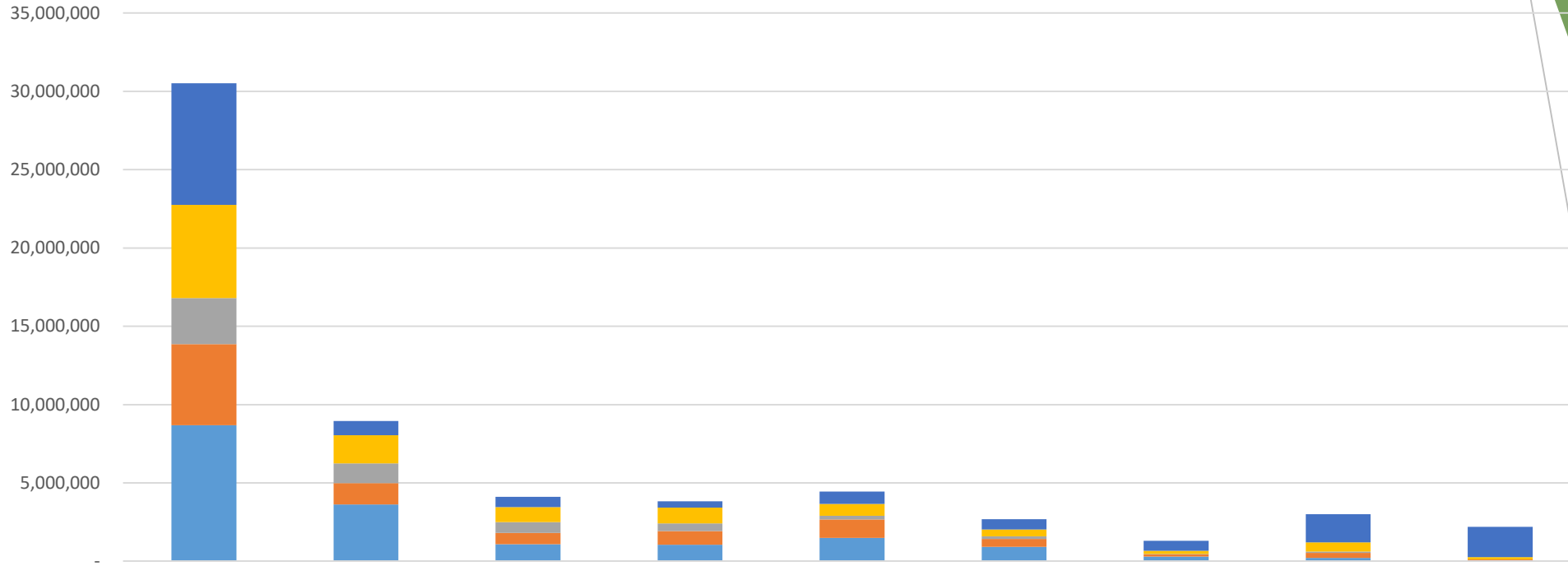
Admits March



Daily Average Census



AR Aging March



(5,000,000)

	Total	0-30	31-60	61-90	91-120	121-150	151-180	181-365	>365
■ Private Pay	7,773,628	902,986	650,795	410,132	801,212	655,028	637,504	1,788,776	1,927,195
■ Commercial	5,938,734	1,812,759	959,911	1,008,461	748,541	442,477	214,942	592,229	159,415
■ Blue Cross	2,946,100	1,260,505	687,639	480,704	241,479	165,623	28,952	82,867	(1,669)
■ Medicaid	5,186,251	1,357,216	718,397	886,413	1,173,576	509,039	134,752	325,821	81,037
■ Medicare	8,672,799	3,619,592	1,089,643	1,041,733	1,488,039	912,815	289,498	206,733	24,745

■ Medicare ■ Medicaid ■ Blue Cross ■ Commercial ■ Private Pay



FINANCIAL DASHBOARD
HUMBOLDT GENERAL HOSPITAL
FISCAL YEAR 2020

Key Performance Indicator (KPI)	KPI Description	KPI Calculation	Fiscal Year 2019	Fiscal Year to Date 2020 March 2020	Favorable ↑ Unfavorable ↓
EBIDA	Earnings Before Interest, Depreciation, and Amortization	Net Income + Interest + Depreciation + Amortization	8,794,352	<i>YE forecasted</i> (867,686)	↓
Current Ratio	Measures the number of times short-term obligations can be paid using short-term assets.	Current Assets ÷ Current Liabilities	9.7	6.9	↓
Average Payment Period	The number of days a company takes to pay off credit purchases.	Current Liabilities ÷ Daily Operating Expenses	38	35	↓
Days Cash on Hand	Measures the number of days an organization could operate if no cash was collected or received.	Cash ÷ ((Operating Expense - Depreciation Expense) ÷ 365)	238	188	↓
Operating Margin	Measures the control of operating expenses relative to operating revenues.	Operating Income (Loss) / Operating Revenue	(10.9%)	(28%)	↓
Days in Net Accounts Receivable	Measures the number of days that it takes an organization to collect its receivables.	Net Accounts Receivable ÷ (Net Patient Revenue for last 120 days ÷ 120)	78	83	↓
Salaries as % of Net Revenue	Measures the percentage of patient revenue that are labor costs.	(Salaries + Agency Salaries) ÷ Net Patient Revenue	45.1%	44.5%	↑
Supplies as % of Net Revenue	Measures the percentage of patient revenue that are supply costs.	Supplies Expense ÷ Net Patient Revenue	12.7%	15.7%	↓
Bad Debt as % of Gross Revenue	Measures the percentage of Gross Revenue that is written off as Bad Debt.	Bad Debt Expense ÷ Gross Patient Revenue	5.1%	10.4%	↓

Current Status of AR

■ Cash

- Daily cash posting average for April is ~\$150K
- Extrapolating \$2.3M in cash received as of 4/23 through end of month, on track for a \$3M cash month (increase of \$1M compared to March month-end cash)

■ DNFB and Claims Submission

- Emphasis on DNFB over the past 45-60 days resulting in DNFB reduction from \$7.5M in December to \$4.5M today
- ~\$7.7M submitted to payers within the last 30 days; increase in claims submission is a result of the following:
 - *Completed coding*
 - *Workflow finalization for Long Term Care, NDCs and Late Charges*
 - ▶ Long Term Care workflows are now splitting and routing ancillary charges, room and board charges and pro fee charges appropriately

Cont.

- ▶ Corrections in claims setup
 - ▶ Resolved taxonomy issue associated with Silver Summit claims
 - ▶ Received Medicaid access for all NPIs resulting in improved claims processing / follow-up efficiencies
 - ▶ Continue to review SSI edits to identify root cause issues
- ▶ Below summary shows movement on claims submission of aging AR

Claim Transmission Age Category 0-30
 Current Priority (All)

Sum of Insurance Balance	Column Labels <input type="button" value="v"/>						
Row Labels <input type="button" value="v"/>	0-30	31-60	61-90	91-120	121-150	151-180	Grand Total
Blue Cross	\$ 350,691.86	\$ 348,634.23	\$ 142,433.28	\$ 36,614.85	\$ 18,680.08	\$ 8,591.01	\$ 905,645.31
Charity		\$ 2,399.70	\$ 67.90		\$ 5,562.04	\$ 371.40	\$ 8,401.04
Commercial	\$ 499,235.44	\$ 503,391.25	\$ 320,956.19	\$ 110,958.59	\$ 205,239.60	\$ 16,314.44	\$ 1,656,095.51
Indian Beneficiary		\$ 2,651.73	\$ 25,523.16	\$ 1,185.00			\$ 29,359.89
Medicaid	\$ 509,609.09	\$ 990,604.87	\$ 237,672.51	\$ 175,910.27	\$ 134,089.74	\$ 88,739.04	\$ 2,136,625.52
Medicare	\$ 774,098.04	\$ 420,854.62	\$ 354,852.21	\$ 479,443.95	\$ 247,977.93	\$ 125,983.19	\$ 2,403,209.94
Medicare Advantage	\$ 3,591.50	\$ 199.00		\$ 493.00	\$ 607.00		\$ 4,890.50
Self Pay	\$ (1,700.38)	\$ 7,342.87	\$ (970.75)	\$ -	\$ 941.31	\$ -	\$ 5,613.05
Tricare	\$ 28,790.75	\$ 52,185.03	\$ 123,738.61	\$ 62,827.80	\$ 18,704.40	\$ 478.00	\$ 286,724.59
Worker's Compensation	\$ 18,445.00	\$ 109,307.80		\$ 15,383.42	\$ 164.00	\$ 79,445.18	\$ 222,745.40
Grand Total	\$ 2,182,761.30	\$ 2,437,571.10	\$ 1,204,273.11	\$ 882,816.88	\$ 631,966.10	\$ 319,922.26	\$ 7,659,310.75

Cerner Executive Summary

Month	Charges	Payments	Adjustments	Collection %	Cash Goal based upon Collection %	Cash Variance Actual vs. Goal	Period Ending AR	AR > 90	Self Pay AR	Self Pay AR > 90	ADR - Rolling 3 months
Nov-19	\$ 4,991,767	\$ 21,352	\$ 263	98.8%	\$ 4,931,029	\$ (4,909,678)	\$ 5,000,413	\$ 1,218	\$ 294,731	\$ 1,218	\$ 166,392
Dec-19	\$ 6,871,975	\$ 921,489	\$ 834,225	52.5%	\$ 3,606,766	\$ (2,685,277)	\$ 10,083,381	\$ 3,197	\$ 109,126	\$ -	\$ 197,729
Jan-20	\$ 7,253,128	\$ 1,470,884	\$ 1,159,326	55.9%	\$ 4,056,143	\$ (2,585,259)	\$ 14,957,186	\$ 23,089	\$ 1,591,068	\$ (14,362)	\$ 212,372
Feb-20	\$ 8,092,775	\$ 2,041,568	\$ 1,671,170	55.0%	\$ 4,450,072	\$ (2,408,504)	\$ 19,363,049	\$ 2,005,896	\$ 2,881,302	\$ 517,352	\$ 246,865
Mar-20	\$ 6,735,490	\$ 2,256,241	\$ 1,673,487	57.4%	\$ 3,867,160	\$ (1,610,919)	\$ 22,157,404	\$ 6,113,517	\$ 3,890,392	\$ 1,217,485	\$ 245,349

Month	DNFB Unbilled	Tech Denials	Tech Denied Amount	Denial Rate	AR and DNFB Days (#)		AR and DNFB (%)		
					AR Days Total (#)	AR Days > 90 (#)	Unbilled DNFB Days (#)	AR Days > 90 (%)	Unbilled DNFB (%)
Nov-19	\$ 4,760,464	0	\$0.00	0.0%	30.05	0.01	28.61	0.0%	95.2%
Dec-19	\$ 7,759,364	372	\$267,277.10	3.9%	51.00	0.02	39.24	0.0%	77.0%
Jan-20	\$ 6,621,669	1027	\$628,872.00	8.7%	70.43	0.11	31.18	0.2%	44.3%
Feb-20	\$ 7,697,326	481	\$ 788,393	9.7%	78.44	8.13	31.18	10.4%	39.8%
Mar-20	\$ 5,372,143	2099	\$ 1,819,079	27%	90.31	24.92	21.90	27.6%	24.2%

- Charges were down \$1.3M for the month of March.
- Payments slightly up from last month. We continue to increase the cash month to month. April is trending to be over \$3M in Cash.
- AR > 90 took a significant jump from last month

CERNER A/R >90 by Fin Class

Current Month - Mar'20

Financial Class	over 180	Grand Total	61-90 Current Mo. vs. Prior Mo.	> 90 Current Mo. Total	> 90 Prior Mo. Total
Medicare	\$ -	\$ 7,440,844	\$ 297,647	\$ 2,256,866	\$ 1,219,659
Medicaid	\$ -	\$ 4,022,866	\$ 277,609	\$ 1,200,253	\$ 389,053
Commercial	\$ -	\$ 3,089,284	\$ (90,818)	\$ 745,439	\$ 186,048
Self Pay	\$ 396	\$ 3,890,392	\$ 206,905	\$ 1,217,485	\$ 465,929
Blue Cross	\$ -	\$ 2,180,788	\$ 118,174	\$ 289,980	\$ 94,629
Tricare	\$ -	\$ 678,344	\$ 242,363	\$ 120,195	\$ 33,100
Worker's Compensation	\$ -	\$ 558,248	\$ 45,061	\$ 194,978	\$ 138,144
Charity	\$ -	\$ 147,243	\$ 24,336	\$ 19,664	\$ 1,933
Medicare Advantage		\$ 65,758	\$ (17,065)	\$ 54,490	\$ 35,646
Indian Beneficiary	\$ -	\$ 83,636	\$ 10,120	\$ 14,167	\$ -
Grand Total	\$ 396	\$ 22,157,404	\$ 1,114,334	\$ 6,113,517	\$ 2,564,141
% of AR	0.0%	100.0%	5.0%	27.6%	11.6%

- Medicare & Self Pay making up over ½ of the >90 balance.
- Action Plan around the > 90 will be created and provided as well as outstanding issues contributing to the > 90

Department: IT

Item Description: Panasonic recorder/controller and software

Justification: We have a controller that is 10+ years old and needs to be replaced as it has several issues that prevent normal operations, in addition, we have replaced all the drives in it twice and there is no point in putting any more money into this system. The software will connect all three controllers into one interface to make the system usable for security purposes.

- **Purpose:** To record security video
- **Other vendors considered/other quotes:** This item is purchased through our Intalere buying group and is the only system compatible with what we are currently using.
- **Return on Investment:** N/A

Cost to purchase: \$19,517.91 with shipping

Other Costs:

- **Service/Maintenance Agreement:** one-year warranty, support contract not needed for this.
- **Consumables:** None

Request:

Purpose:

Recommendation:

QUOTE CONFIRMATION



DEAR MIKE BELL,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LFTP113	2/7/2020	CAMERA	8525076	\$19,517.91

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic i-Pro Extreme WJ-NX400 - standalone NVR - 64 channels Mfg. Part#: WJ-NX400/54000T6 UNSPSC: 46171621 Contract: MARKET	1	4732757	\$11,320.19	\$11,320.19
Panasonic i-PRO Extreme H.265 Secure Video Management Software WV-ASM300 - Mfg. Part#: WV-ASM300W UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Intalere Tier 4 (VH10213)	7	4526825	\$1,069.88	\$7,489.16
Panasonic i-Pro Management Extension Software WV-ASE202W - license - 64 cha Mfg. Part#: WV-ASE202W UNSPSC: 46171619 Electronic distribution - NO MEDIA Contract: MARKET	1	3515287	\$599.99	\$599.99

PURCHASER BILLING INFO		SUBTOTAL	\$19,409.34
Billing Address: HUMBOLDT GENERAL HOSPITAL ACCTS PAYABLE 118 E HASKELL ST WINNEMUCCA, NV 89445-3299 Phone: (775) 623-5222 Payment Terms: Net 30 Days-Healthcare		SHIPPING	\$108.57
		SALES TAX	\$0.00
		GRAND TOTAL	\$19,517.91
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO			
Shipping Address: HUMBOLDT GENERAL HOSPITAL MIKE BELL 118 E HASKELL ST WINNEMUCCA, NV 89445-3299 Phone: (775) 623-5222 Shipping Method: DROP SHIP-GROUND			

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Tim George		(866) 339-7082 timogeo@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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Department: IT

Item Description: Triyam (Fovea) Archiving Software Solution

Justification: All of our Medical Records are stored in five different Legacy systems. These records must be archived and kept for many years to come. The costs to keep our legacy systems up and running for this length of time is not cost effective. We have the option of keeping the records on a local server or using a cloud based solution. Using a cloud based solution is cost effective and allows the clinical staff to continue to access the medical record for patient care. It also allows the billing office to access the records for accounts receivable.

The cost of the recommended software solution will decrease over time as accounts receivable are processed and clinical staff have less of a need to access the stored data. Triyam is being recommended by the IT steering committee because it offered the best features for the best price.

- **Purpose:** This will combine all of our Legacy system medical records into one “cloud based” Medical Records archive solution. This solution will also allow us to work down our accounts receivable that currently resides in our Medhost Legacy system.
- **Other vendors considered/other quotes:** We considered two other companies to provide an archiving solution.
 - 1.) MindsEye Tech (Capstone) The cost from this vendor totaled \$226,204.00
 - 2.) Trinisys (ClearView) The cost from this vendor Totaled \$180,000.00 plus monthly costs of \$2,500.00
 - 3.) Medhost (current legacy system) \$350,000.00
- **Return on Investment:** Will save significant amount of money each year by not having to maintain our legacy systems.

Cost to purchase: Licensing and project fees total \$56,945.00

Other Costs: No other costs

- **Service/Maintenance Agreement:** 22,396.00 per year
- **Consumables** N/A

Request: Approval to purchase archiving software solution.

Purpose: Archiving Medical Records

Recommendation: To purchase Triyam (Fovea) Medical Records archiving solution

Triyam Data Conversion and Archival proposal

Triyam (VENDOR) is submitting this proposal for providing data conversion and archival services to **Humboldt General Hospital** (CUSTOMER). This proposal is dated **04/21/2020** and is valid for 30 days.

The information and data in this document is confidential to VENDOR and CUSTOMER and cannot be disclosed to any third party in any form without the prior written consent of VENDOR.

Overview

CUSTOMER is changing their EHR from **Medhost, EDIS, Greenway, Point Click Care, OBIX** (legacy EMR) to new EMR. CUSTOMER would like to archive the old medical records in legacy EMR. These archived records must be made available for users who wish to see patient history, this will also help CUSTOMER stay compliant with state laws on data retention.

VENDOR is proposing a solution to extract historical patient data from legacy EMR and archive them into VENDOR's medical record archival system 'Fovea'

This proposal gives an overview of the scope of work and the estimated cost for the project. After CUSTOMER and VENDOR agree on the terms of this proposal, formal contract documents will be executed which will include Master Service Agreement, NDA, BAA, SOW and License and support agreements.

Scope:

- VENDOR will extract patient data, reports and documents from legacy EMR application. Report formats could be pdf, word, images etc.
- VENDOR will archive the data and documents in Fovea, a medical records archival system licensed by the VENDOR
- CUSTOMER can search the data by patient in Fovea and retrieve patient's data, reports and documents.
- VENDOR'S medical records archival solution is called '**Fovea**'. All archived data and medical records will be imported and stored in Fovea, which will be hosted in the cloud by VENDOR. Customer users will be able to login into Fovea and search and retrieve any patient record.
- Optionally, VENDOR to provide access to the saved medical records in Fovea from within the new EMR via an API interface.

Approximate count of patients and records in the system to extract and archive is given below:

Name	Entity count	Years	Size in GB	Others
Medhost	101,647	10	500	Clinical and Fin All patients in EDIS/ Greenway are currently in Medhost
EDIS	30,000	3	250	Clinical
Greenway	50,000	2	250	Clinical
Point Click Care	250	6	100	Clinical
Obix	1,800	10	100	Clinical
Total: 5	183,697	31	1200	

Application access – Yes; Reports access – Yes; Database access – Yes

Release of Information (ROI) package

	Documents data
Clinical	<ul style="list-style-type: none"> •Patient Demographic •Guarantor Demographic •Allergy •Immunization •Medication •Diagnosis •Vitals •Face sheet •Patient chart •Visit notes •Assessments •Scanned documents •2 more document types (such as Orders, Care Plans, Nursing Forms, Progress Notes, Lab, Rad reports etc.) •40 documents per entity
Financial	<ul style="list-style-type: none"> •Admission Notes •Financial History •Account balances •HIM coding •Statements •2 more document types (such as Guarantor Notes, Invoices) •20 documents per entity

Assumptions

- The full access to the legacy EMR application is available with CUSTOMER and will be made available to VENDOR remotely on request. Access will be available for application user interface at super admin level, application database at system admin level.
- CUSTOMER will provide at least **four concurrent connections per system** for remote access with one of the following operating systems: Home & Pro versions of: Windows 10/8 / 7 / Vista and tools to access the legacy EMR and it's database from these computers.
- Project schedule is calculated assuming connection is available to the desktop/server at good Internet speed and bandwidth. CUSTOMER should make the server and connectivity available reliably for 24/7 during the project duration. In order to speed up data extraction, access may be needed for multiple desktops/servers/user logins.
- The conversion will be done in batches of thousands of Patients. As and when a batch is completed, it will be sample tested by VENDOR and delivered to CUSTOMER for final testing.
- API interface: In order for VENDOR to provide access to the saved medical records in Fovea from within the new EMR, VENDOR will need access to the Application Programming Interface (API) of the new EMR, which CUSTOMER has to grant access to with permission from the new EMR vendor. CUSTOMER will provide other standard hardware and software tools required for the API.

Terms

- Estimated project time frame is **16 weeks per system**; however VENDOR will put in best efforts to complete the project in an earlier time frame. Archival of multiple legacy systems (if present) can be started in parallel.
- Project duration is calculated from the date sample data extracted by the VENDOR is verified by the CUSTOMER and approval granted to proceed with full data extraction.
- Project will be executed offsite. Any travel and other incidental expenses incurred to travel onsite will be pre-approved by customer and billed at actual cost
- Proposal price includes for up to 15 hours of conference call meetings per month. Additional programming, consulting, and additional services provided beyond the scope of this statement of work will be billed at the rate of \$120 per hour plus expenses.
- Any sales tax as applicable will be borne by the CUSTOMER

Price:

Project fee	<ul style="list-style-type: none"> Project fee: \$47,951/- *10% discount if signed by April 30,2020 	<ul style="list-style-type: none"> Project Execution RoI package* Data extract from legacy EHR Fovea System setup Data import into Fovea Implementation, Project management Project fees schedule is 50% on signing proposal, 25% 60 days after signing, 15% 90 days after signing, 10% on project completion
Data Archive License	<ul style="list-style-type: none"> License: \$990/- per month 	<ul style="list-style-type: none"> For up to 125 named users, 75 concurrent 1.2 TB storage License, maintenance and support One year contract with price guarantee Annual license due on completing implementation Additional patients \$0.39/patient Additional docs \$0.09/doc Additional users \$29/user/month Additional storage \$0.50/GB/month
Optional / Add-ons	(Please select YES if applicable)	<ul style="list-style-type: none"> YES: API Interface setup \$999/- per interface, maintenance \$99/month YES: Full database setup \$999/- per database, maintenance \$199/db/month YES: BI users \$99/user/month, needed only to create new reports, viewing reports does not need BI user license. YES: AR Winddown setup \$3,999/- per system, license \$199/month

Executed by the authorized representatives of the parties hereto.

<p>VENDOR</p> <p>By: _____</p> <p>Name: <u>Sudhakar Mohanraj</u></p> <p>Company: <u>TRIYAM</u></p> <p>Title: <u>CEO</u></p> <p>Date: _____</p>	<p>CUSTOMER:</p> <p>By: _____</p> <p>Name: _____</p> <p>Company: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Data management solutions for healthcare

Master Software and Service Agreement (MSA)

This Master Software and Service Agreement (“Agreement”) is made as of the date it is executed by the last of the parties named below (“Effective Date”), by and between Triyam, Inc, a Delaware Corporation (“TRIYAM”) and Humboldt General Hospital (“Customer”).

RECITALS


WHEREAS, Customer has agreed to license software, and purchase services and related items from TRIYAM; and

WHEREAS, the terms and conditions under which the software, services and related items shall be provided are set forth in the General Terms and the Exhibits attached hereto as Exhibit A - Scope and Pricing, Exhibit B - Service Level; Support, Exhibit C - Business Associate Agreement, Exhibit D - Third-Party Items, and Exhibit E - Payment terms

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto

I) Agree to the GENERAL TERMS, and the terms and conditions set forth in each Exhibit, and

II) Represents and warrants that, as of its signature on the date indicated below, it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement and acknowledges that this Agreement has been read, understood, and intends to be bound by it.

Triyam, Inc. 2333 Alexandria Drive Lexington, KY 40504 Phone No.: (855) 663-2684 Email: info@triyam.com	Humboldt General Hospital 118 E Haskell St, Winnemucca, NV 89445 Phone No: (775) 623-5222
Signature: 	Signature:
Name: Sudhakar Mohanraj	Name:
Title: CEO	Title:
Date: 4/8/20	Date:

GENERAL TERMS

1. Grant of License

Subject to the terms and conditions of this Agreement, TRIYAM hereby grants to Customer a nonexclusive, nontransferable license to access and use TRIYAM’s proprietary software (object code only), as described on Exhibit A hereto (“TRIYAM Software”), including related user instructions, updates, customizations, add-ons, new products, and training materials (collectively “Documentation”). The license granted in this Agreement shall commence upon the Effective Date. The license allows Customer to use the TRIYAM Software and Documentation, solely by the Customer.

2. Prohibited Uses and Customer Obligations.

Customer shall not take any of the following actions with respect to the TRIYAM Software or Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the TRIYAM Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the TRIYAM Software or Documentation, in whole or in part, to or by any third party without TRIYAM’s prior written consent; or
- c. Download in bulk or parts any data stored in TRIYAM software unless for the purposes intended for normal Software usage as instructed to Customer by TRIYAM
Cause or permit any change to be made to the TRIYAM Software or Documentation without TRIYAM’s prior written consent.
- d. Customer shall ensure that Customer’s use of Software and all Customer Data is at all times compliant with Customer’s privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Data.

3. License and Service Fees.

In consideration for TRIYAM’s grant of the license for the TRIYAM Software, Documentation, Third-Party Items, interfaces, installation and training, data conversion, and on-going support, Customer shall pay TRIYAM the fees set forth on Exhibit A and in accordance to the specified payment terms in Exhibit E.

4. Third-Party Items.

Subject to the terms and conditions of this Agreement, TRIYAM agrees to provide, and Customer agrees to license, the “Third-Party Items” described on Exhibit D hereto, in accordance to the payment terms set forth on Exhibit E. Customer acknowledges that the proprietary and intellectual property rights to the Third-Party Items are owned by third

party vendors (“Third Parties”). Customer further acknowledges that except for the payment to TRIYAM for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. TRIYAM shall provide Customer with copies of documentation and warranties for the Third-party Items which are provided to TRIYAM. TRIYAM hereby reserves a security interest in the Third-Party Items which will not be satisfied until TRIYAM has been paid for the TRIYAM Software and Third-Party Items. Customer shall, upon request by TRIYAM, execute financing statements deemed necessary or desirable by TRIYAM to perfect such security interest. Customer authorizes TRIYAM to file a copy of this Agreement or a financing statement with the appropriate authorities at any time after the Effective Date in order to perfect TRIYAM’s security interest. A financing statement may be filed by TRIYAM without Customer’s signature on the basis of this Agreement where permitted by law. Customer shall keep the Third-Party Items in good working order and repair until it has paid for the TRIYAM Software and Third-Party Items. Customer shall indemnify and hold harmless TRIYAM from and against any and all damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorney fees) arising out of or relating to any claims by third parties arising out of or relating to the use or misuse by the indemnifying party, its employees, subcontractors and any other persons under its authority or control of any Third-Party Items.

5. Term; Termination.

The initial term of this Agreement (“Term”) for TRIYAM software license, access, service, and support is for a period beginning on the Effective Date and ending on the one year anniversary of the Effective Date; provided, however, that this Agreement will automatically renew for successive 12-month periods unless either party notifies the other sixty-days before any renewal date, that it desires to terminate the Agreement as of the renewal date. This Agreement may also be terminated at any time (a) by mutual written agreement of the parties, (b) the date that is 60 days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach, or (c) the date that is 60 days after Customer fails to pay any amount due for the TRIYAM software or services per Exhibit E. TRIYAM may also terminate this Agreement immediately if Customer breaches Sections 1, 2, or 11 with respect to the license of the TRIYAM Software or Documentation. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to TRIYAM hereunder. Upon the termination of this Agreement, all rights and licenses granted hereunder shall likewise terminate (except any rights surviving pursuant to Section 24).

6. Data access on Termination

When Customer wishes to terminate the Agreement as per the terms in Section 5 above, TRIYAM may provide Customer two options for managing their data which remains with TRIYAM Software. (a) return all Customer data to Customer on request by Customer (b) execute digital destruction of Customer data residing in TRIYAM software on request by Customer. Customer has to choose these options at time of termination and TRIYAM will execute the selected option for a service fee which will be determined and

mutually agreed to. The service fee will not exceed the sum of the fees for services as stated in Exhibit A and the fees paid during the previous twelve months prior to the initiation of termination. Any other incidental expenses such as additional software or hardware , equipment, or services will be charged as per terms in Exhibit E.

7. New Products and Add-ons.

From time to time, TRIYAM may offer new applications and products which Customer can license and add on to the TRIYAM Software installation (“New Products”) and (“Add-Ons”). Upon receipt of the Customer’s signed authorization for new applications or add-ons, and upon receipt of the additional license fee, the Add-On or New Product shall be deemed to be part of this Agreement subject to all terms and conditions herein.

8. Disclaimer of Warranties.

TRIYAM SOFTWARE, DOCUMENTATION AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED “AS IS.” TRIYAM EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRIYAM DOES NOT REPRESENT THAT CUSTOMER’S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET CUSTOMER REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY TRIYAM OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT TRIYAM AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING CUSTOMER DATA OR CUSTOMER’S CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED CUSTOMER DATA WILL BE ACCURATE OR RELIABLE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CUSTOMER’S PURPOSE.

9. Indemnification and Limitation of Liability.

Each party (the “Indemnifying Party”) agrees to defend at its expense and indemnify and hold harmless the other party and its affiliates, directors, officers, employees, agents, successors and assigns (each an “Indemnified Party”) from and against any and all losses, costs, damages, liabilities and expenses including without limitation, reasonable legal fees and expenses paid to or for the benefit of an unaffiliated third party (collectively, “Losses”) arising from or in connection with any such third party claim for: (i) the death or bodily injury of any person caused by the negligence or willful misconduct of the Indemnifying Party; or (ii) the damage, loss or destruction of any real or tangible personal property caused by the negligence or willful misconduct of the Indemnifying Party.

The party seeking indemnification shall give prompt notice of the claim and will tender the defense; provided, however, that such party's failure to provide notification shall not affect the indemnifying party's indemnification obligations except to the extent that the failure to notify delays or prejudices the indemnifying party's ability to defend the applicable claim. The indemnifying party shall conduct the defense and shall have control of the litigation, and the indemnified party shall cooperate in defending against the claim. The indemnified party shall have the right, at any time and at its own expense, to participate in the defense of the claim with counsel of its own choosing. The indemnifying party shall not make any settlement of the claim that results in any liability or imposes any obligation on the indemnified party without the prior written consent of the indemnified party. If the indemnifying party fails to (i) respond to the notice of a claim, or (ii) assume the defense of a claim, the party seeking indemnification shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost, expense, and risk of the indemnifying party, and the indemnifying shall promptly reimburse the indemnified party for all such costs and expenses.

Neither party will be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. To the fullest extent permitted by law, the total liability, in the aggregate, of TRIYAM, TRIYAMS's officers, directors, partners, employees, and agents, to Customer, and anyone claiming by, through, or under Customer for any claims, losses, costs, or damages, or for loss of revenue or profit in connection with TRIYAM's performance or failure to perform this Agreement, whether foreseeable or unforeseeable, even if Consultant has been advised of the possibility of such damages, arising out of this agreement, or liability arises from breach of contract, tort, any express or implied warranty, misrepresentation, negligence, strict liability, tort or any other theory whatsoever arising out of, resulting from or in any way related to this Agreement, shall not exceed the aggregate fees actually paid to TRIYAM by Customer hereunder during the previous twelve months prior to the initiation of judicial action. Any action by Customer against TRIYAM shall be commenced within 1 year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the TRIYAM Software to achieve Customer's intended results; (b) the use of the TRIYAM Software for purposes intended and as instructed by TRIYAM; (c) the results obtained from the use of the TRIYAM Software; and (d) the selection of, use of and results obtained from any equipment, software or services used with the TRIYAM Software. Neither party shall be liable as a result of any negligent or willful misconduct of the other party (or the persons under its control) in performing its obligations under this Agreement.

10. Expenses; Taxes.

Customer will pay TRIYAM for (a) all travel and out-of-pocket expenses incurred by TRIYAM personnel to travel to and from the Customer, including without limitation, travel, meals and lodging ("Travel and Out-of-Pocket Expenses") incurred in connection with providing any services under this Agreement, as well as travel time after the

installation, and (b) all state and local taxes imposed on the transactions contemplated by this Agreement, excluding taxes imposed on or measured by TRIYAM's income ("Taxes"). Travel, Out-of-Pocket Expenses, and Taxes will be paid or reimbursed to TRIYAM within 30 days after sending Customer the invoice therefor.

11. Proprietary Rights.

Customer represents, promises and agrees as follows:

- a. TRIYAM owns the entire right, title, and interest in and to all TRIYAM Software, Documentation, interfaces, custom-developed software, reports, and all other technical information (except for Customer supplied information such as patient data). Customer has the right to use the aforementioned items to the extent specified in this Agreement. TRIYAM likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of TRIYAM which are protected by law and are of substantial value to TRIYAM.
- b. Customer shall keep the TRIYAM Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the TRIYAM Software, Documentation and all permitted copies of the foregoing.

12. Confidentiality.

During the term of this Agreement, each party ("Disclosing Party") may provide the other ("Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes TRIYAM Software, Documentation, the information imparted during training provided by TRIYAM, and any other information relating to Customer's or TRIYAM's operations, services, products, research or development which is identified by the Disclosing Party at the time of disclosure as confidential. "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to exercise its rights or perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations and enjoy its rights under this Agreement. Such persons will be informed of and will agree to the provisions of this Section 11, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The Receiving Party may also disclose Confidential Information of the Disclosing Party pursuant to the requirement or request of a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its

rights hereunder, so long as it shall (i) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (ii) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (iii) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon termination of this Agreement, each party shall return to the other party (or destroy, if requested to do so by the other party) any documents or other information or materials in its possession or under its control, which constitute Confidential Information. Notwithstanding the foregoing, if Customer is satisfied with the TRIYAM products and services, Customer agrees to act as a reference for TRIYAM to other potential customers and accept and assist in site visits by such prospective customers to Customer's premises, so long as the same shall be with reasonable notice and coordinated by TRIYAM with Customer in advance.

13. Excusable Nonperformance.

Except for obligations to make payments hereunder when due, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including natural disaster, fire, flood, riots, acts of war, terrorism or insurrection, unusually severe weather, Acts of God, labor disputes and governmental regulations, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. TRIYAM agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

14. Audit.

Customer agrees to allow TRIYAM, with reasonable prior notice, to enter Customer's premises during normal business hours, or electronically access the TRIYAM Software as installed at the Location, to verify Customer's compliance with this Agreement.

15. Assignment.

Customer may not assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of TRIYAM. For purposes of this Section 15, "assignment" shall include (a) any transaction or series of related transactions resulting in the sale, transfer or assignment of 50% or more of the equity security interest or voting interest of Customer or Customer's ultimate parent and (b) any merger, consolidation or similar transaction to which Customer or its ultimate parent is a party. If Customer makes any assignment or transfer under this Agreement, its assignee or transferee shall not have any license to utilize the Software and Documentation except at the Location and by the same end-users as utilized the Software and Documentation prior to the assignment or transfer.

16. Remedies

Except as specifically provided herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive, and the parties shall be entitled to seek any other rights to which they may be entitled at law or in equity, subject to the terms of this Agreement.

17. Source Code.

The license granted in this Agreement does not permit Customer to use the source code for the TRIYAM Software.

18. Entire Agreement.

This Agreement, including all Exhibits hereto (all of which are incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

19. Severability

If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

20. Notice.

Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when delivered personally, sent and confirmed by email transmission, sent by commercial overnight courier, or sent by registered or certified mail, return receipt requested, postage prepaid.

21. Construction.

As used in this Agreement, “including” means “including without limitation”. The words “or” and “nor” are inclusive and include “and”. The singular shall include the plural and vice versa. The title of each Section and Exhibit is inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

22. Counterparts; Execution By email.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of email transmission, and such executed counterparts by email transmission shall be binding on the parties.

23. Enforcement.

This Agreement shall be enforced in accordance with the laws of the State of Kentucky, and the parties hereto agree that any action relating to this Agreement shall be instituted and prosecuted in the appropriate state or federal courts of the County of Fayette, State of Kentucky, and each party waives any right to change of venue. If TRIYAM is required to engage in any proceedings, legal or otherwise, to enforce or protect its rights under this Agreement with respect to its proprietary rights in the TRIYAM Software, TRIYAM shall be entitled to recover from Customer, in addition to any other sums due, reasonable attorneys' fees, costs and necessary disbursements involved in such proceedings.

24. Independent Contractor.

TRİYAM provides software and services to Customer as an independent contractor. TRIYAM may engage, with Customer's consent, subcontractors to provide certain of the services, but shall remain fully responsible for such performance.

25. Survival

The provisions of Sections 2 – 5, 7 – 11, 15 – 24 and this Section 25 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]



Data management solutions for healthcare

Exhibit A – Scope & Pricing

See ‘**Triyam Data conversion and archival proposal**’ dated 04/07/2020

[END OF EXHIBIT A]

Exhibit B - Service Level; Support; Access

1. **Service Provided.** During the Term of this Agreement (“Agreement”), TRIYAM shall provide
 - a. Access to TRIYAM archival software (“Service”), Fovea, from a Cloud-based single instance multi-tenant hosting seven days a week, unless
 - i. TRIYAM gives notice of scheduled inaccessibility for the purpose of system administration, maintenance, or upgrade; or
 - ii. User is unable or connect to TRIYAM’s server through no fault of TRIYAM, or due to causes outside TRIYAM’s control; or
 - iii. User becomes more than 30 days past due on any monthly support fees or other amounts due TRIYAM.
 - b. Maintenance, enhancements, new releases, and upgrades to TRIYAM Software Applications including Documentation (“Updates”), to enable TRIYAM software to perform in accordance with the Documentation (as may be changed from time-to-time) in all material respects, on a schedule defined by TRIYAM.
 - c. Program defect support and corrections to TRIYAM Software,
 - d. Provide support via email during normal business hours
 - e. Provide telephone (help desk) assistance for TRIYAM Software during normal business hours and all non-holidays in a year to Customer’s staff that have been properly trained by TRIYAM and certified by TRIYAM. TRIYAM shall utilize its good faith efforts to return support calls on average within 60 minutes during TRIYAM’s normal business hours.
 - f. Backup services. Customer data will be backed up securely.

2. **TRIYAM shall not be obligated to provide.** Under the terms of this Agreement, TRIYAM shall not be obligated to provide support for any of the following items, and may charge additional fees for assistance addressing these items:
 - a. Support for non-TRIYAM software, or Third-Party Software not specified in “Exhibit D”, including operating systems, network, backup, communications and system utilities
 - b. Support for hardware including servers, workstations, printers, networks, backup systems, Internet and communications equipment, firewalls, etc.
 - c. Customer’s failure to comply with the operating and handling procedures outlined in the Documentation or other written instructions. Repairs, corrections, setup, or configurations (to software or data) because of unauthorized actions, modifications, or alterations performed by Customer, or agents of Customer

- d. Support to users who have not been previously trained and certified by TRIYAM.
- e. Support if Customer does not promptly notify TRIYAM within a reasonable period of time after it knows of the need for such services,
- f. Accident, theft, vandalism, neglect, abuse or use which is not in accordance with instructions or specifications furnished by TRIYAM,
- g. Causes beyond the reasonable control of TRIYAM or Customer, including natural disaster, fire, flood, unusually severe weather or Acts of God,
- h. Customer failure to provide connectivity per paragraph #4 below, or is otherwise not in compliance with its obligations under this Agreement.

3. **Software Support Fees.** During the Term of this Agreement and any renewal period thereof, Customer shall pay TRIYAM a monthly or annual subscription fee as stated on “Exhibit A” for access, service, and support of the software applications listed (as amended from time to time). Payment Terms shall be as indicated in “Exhibit E”. Any Software Support Fees paid to TRIYAM by Customer under this Agreement shall not be refunded to Customer upon termination of this Agreement.

- a. TRIYAM may contract with Third-Party vendors (“Vendors”) to obtain and distribute applications, data, and/or services to TRIYAM’s customers. These items are available through TRIYAM as a Third-Party Item (Exhibit D). If any Third-Party Vendor raises its fees, TRIYAM may increase the Software Support Fees paid by Customer by an equivalent percentage amount.
- b. Subscription fees may be reviewed and changed by TRIYAM on an annual basis but shall not increase more than 5% per year, unless 45 days prior notice is given of such an increase and Customer does not reject the same within 30 days. If Customer does reject such increase within 30 days of when notice was sent, then this Agreement shall terminate at the end of the renewal period.

4. **Service Level Commitment.** TRIYAM will use its best efforts to ensure 99.9% availability (as defined below) of the Service. A failure by TRIYAM to meet this commitment will entitle Customer to claim a Service Credit (defined below). “99.9% Availability” means that the Service will be unavailable no more than 43 minutes (>.10%) in any calendar month as determined by TRIYAM (excluding any period of unavailability described in the Exceptions section below). The Service shall be deemed to be unavailable when TRIYAM’s automated monitoring system is unable to access the web or database servers of the Service (“Unavailability”).

- a. **Exceptions.** TRIYAM’s service level commitment does not cover any unavailability attributable to (a) Customer’s use of the Service

otherwise than in accordance with the Documentation or with user guides from time-to-time made available to Customer; (b) any data entered into the Service by Customer; (c) any event beyond the reasonable control of TRIYAM including the malfunction or unavailability of any public Internet backbone or network or of any service or other equipment outside of TRIYAM's facility, or any failure of Customer's equipment or local access service, or (d) Scheduled Maintenance pursuant to Scheduled Maintenance section below.

- b. **Scheduled Maintenance.** "Scheduled Maintenance" shall mean any maintenance performed during the Standard Maintenance window as determined by TRIYAM (a) of which Customer is notified 24 hours in advance or (b) the maintenance is performed without advance notice due to urgency of the maintenance in order to maintain the security and integrity of the system. Notice of Scheduled Maintenance will be provided to Customer by a method elected by TRIYAM (telephone, or email). TRIYAM's standard Scheduled Maintenance window is between the hours of 1:00 AM and 4:00 AM Eastern time. Customer shall be provided 24 hours' advance notice in the event a change is made to the standard Scheduled Maintenance window. The Service shall not be deemed unavailable during Scheduled Maintenance.
- c. **Service Credit Remedy.** If TRIYAM determines, in its reasonable judgment, that the Service did not attain 99.9% Availability during any calendar month, TRIYAM will credit Customer's account the prorated User Fees for one day's service. Customer is entitled to a further credit, equal to the pro-rated User Fees for one day's service, for each additional 43 minutes that the server is unavailable during any calendar month, provided that no credit shall exceed the pro-rated charges for one day's service for any single day's instance of Unavailability. All service credit requests must be in writing and emailed directly to TRIYAM's accounting department within ten (10) days from the date of the server unavailability. Credits cannot be applied to any charges other than the User's Fees. Customers with multiple instances of Services will not receive more than one credit for any instance of unavailability. Eligibility for any credit is subject to the Customer's account being current and with no outstanding balances due. **THIS CREDIT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SERVICE OUTAGE OR ANY FAILURE BY VENDOR TO MEET THE SERVICE LEVEL COMMITMENT.**

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5. **Access and Connectivity.** Customer shall afford TRIYAM employees and representatives, during business hours and without charge, reasonable access to and use of Customer's computer system to diagnose and make any change or repair required under this Agreement.
- a. Customer shall be responsible for selecting its Internet Service Provider (ISP). TRIYAM shall not be responsible for connectivity from the Customer to the internet, or the speed and/or performance of the internet.
 - b. Customer shall assure that TRIYAM, its employees and representatives have VPN access or such equivalent, meeting TRIYAM VPN standards, to customer network to perform required updates and support. Customer will maintain a minimum number of Windows Terminal client access licenses available for use by TRIYAM support staff per the Statement of Work (Exhibit A). Customer shall allow TRIYAM to install industry diagnostic tools for monitoring the server or network in order to improve the performance of the system.
6. **Federal / State Regulatory Requirements.** TRIYAM and Customer acknowledge that Federal and State governments may mandate compliance by Customer with various regulatory requirements, some of which may necessitate modifications to the TRIYAM software or service. Customer shall communicate timely all Federal and State regulations to TRIYAM. TRIYAM will modify, as feasible, the features of TRIYAM software or service so that Customer may comply with the mandated requirements. TRIYAM reserves the right in its sole discretion to charge Customer for such changes, modifications, or additions to comply with Federal or State regulations.
7. **Proprietary Rights.** TRIYAM shall own the entire right, title and interest in and to all corrections, interfaces, custom-developed software, report forms, programs, and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon.
8. **Additional Services.** TRIYAM may provide additional assistance not otherwise provided for herein, upon request by Customer, and upon agreement by TRIYAM. Additional assistance may include
- Data preparation
 - Consulting
 - User training and certification in addition to services initially provided in Exhibit A
 - Setup of new custom reports and forms, or modifications of existing reports
 - Setup of new servers, workstations, and printers



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- Setup of networks, firewalls, backup systems, Microsoft applications
- Providing Customer a backup copy of its data when requested by Customer
- Restoring Customer's data when requested by Customer
- Data deletion/destruction
- Programming and customizations unique to the Customer's requirements

This additional assistance shall be provided via a separate agreement, or, in absence of such an agreement, at TRIYAM's standard rates in effect at the time and for the type of service provided.

[END OF EXHIBIT B]

Exhibit C - Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the Master Software and Service Agreement (“Agreement”) between Triyam (Business Associate) and Customer (Covered Entity).

In consideration of the mutual covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

Definitions:

- (a) Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules of United States of America: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Unsecured Protected Health Information, and Use.
- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean customer and all customers of CUSTOMER.
- (c) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean VENDOR.
- (d) Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” in HIPAA rules, and in reference to the party to this agreement, shall mean VENDOR.
- (e) Sub-Business Associates. “Sub-Business Associates” are those individuals or entities who are contracted by the Business Associate to work on the projects of the Business Associate and/or the Covered Entity.
- (f) Protected Health Information. “Protected Health Information” shall generally have the same meaning as the term “Protected Health Information” in HIPAA rules, and in the context of this agreement will include additional personal financial information such as Credit card data.
- (g) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 of United States of America.

Obligations and Activities of Business Associate:

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;

- (d) Immediately report to CE any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware; such reports including at least the following information:
- a. The identity of each individual whose information was accessed, acquired or disclosed during the improper use or disclosure;
 - b. A brief description of what happened;
 - c. The date of discovery of the improper use or disclosure;
 - d. The nature of the Protected Health Information that was involved (eg. Social security numbers, date of birth, credit card etc.)
 - e. Any steps individuals should take to protect themselves from potential harm resulting from the improper use or disclosure; and
 - f. A brief description of what the Business associate and/or Covered entity is doing to investigate the improper use or disclosure, to mitigate harm to individuals, and to protect against any further incidents;
 - g. On advice of the CE, the Business associate and/or Covered entity will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the CE
- (e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any sub-Business Associates that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (f) Make available protected health information in a designated record set to the Business associate and/or Covered entity or “individual or the individual’s designee” as necessary to satisfy business associate and/or covered entity’s obligations under 45 CFR 164.524;
- (g) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the business associate and/or covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy business associate and/or covered entity’s obligations under 45 CFR 164.526;
- (h) Make available the information required to provide an accounting of disclosures to the Business associate and/or Covered entity or “individual or the individual’s designee” as necessary to satisfy business associates or covered entity’s obligations under 45 CFR 164.528;
- (i) To the extent the Business Associate is to carry out one or more of business associates and/or covered entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the business associate and/or covered entity in the performance of such obligation(s); and
- (j) Make its internal practices, books, and records including policies and procedures and protected health information, relating to the user and disclosure of protected health information received from, or created or received by Business Associate on behalf of Business associate and/or covered entity available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- (k) To the extent the Business Associate is to carry out one or more of covered entity’s obligations under the HIPAA privacy regulations, comply with the requirements of the

privacy regulations that apply to the business associate and/or covered entity in the performance of such obligations

- (l) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic protected health information that it creates, receives, maintains or transmits on behalf of the business associate and/or covered entity, and otherwise comply with the HIPAA security regulations with respect to such electronic protected health information, to prevent uses or disclosures of Protected health information other than as provided for by this agreement; and
- (m) Report to business associate and/or covered entity any material attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system

Permitted Uses and Disclosures by Business associate and/or Covered entity

(a) General user and disclosure provisions

Except as otherwise limited in this agreement, Business Associate may use or disclose protected health information to perform functions, activities or services for or on behalf of business associate and/or covered entity pursuant to the underlying service agreement between the parties, provided that such use or disclosure would not violate the privacy regulations if done by business associate and/or covered entity or the minimum necessary policies and procedures of the business associate and/or covered entity

(b) Specific use and disclosure provisions

- a. Except as otherwise limited in this agreement, Business Associates may use protected health information for the proper management and administration of the business associate and/or covered entity or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this agreement, Business Associates may disclose protected health information for the proper management and administration of the Business Associate, provided that disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose of which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached
- c. Except as otherwise limited in this agreement, Business Associate may use protected health information to provider data aggregation services to business associate and/or covered entity as permitted by 45 CFR Part 164.504(e)(2)(i)(B)
- d. Business associate and/or Covered entity may use protected health information to report violations of law to appropriate federal and state authorities after discussing with Business associate and/or Covered entity consistent with 45 CFR Part 164.502(j)(1)
- e. Business associate and/or Covered entity agrees to make uses and disclosures and requests for protected health information consistent with

business associate and or covered entity's minimum necessary policies and procedures.

Permissible Requests by Business associate and/or Covered entity

Business associate and/or Covered entity shall not request Business associate and/or Covered entity to use or disclose protected health information in any manner that would not be permissible under the privacy regulations if done by business associate

Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the effective date of the underlying services agreement between the parties and shall terminate upon the earlier of
- 1) Expiration or termination of the underlying services agreement or
 - 2) Termination of this agreement for cause by the CE as authorized by subsection (b) below
- (b) Termination for Cause. Upon CE's knowledge of a material breach by the Business Associate, CE shall either:
- 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business associate and/or Covered entity does not cure the breach or end the violation within the time specified by the business associate or
 - 2) Immediately terminate this agreement if the business associate has breached a material term of this agreement and cure is not possible
- (c) Effect of Termination.
- 1) Upon termination of this Agreement for any reason, Business Associate shall return to CE or, if agreed to by CE, destroy all protected health information received from business associate and/or covered entity, or created, maintained, or received by Business Associate on behalf of business associate and/or covered entity, that the Business Associate still maintains in any form. This provision shall apply to the protected health information that is in the possession of Business Associates or sub-Business Associates or agents of Business Associates or sub-Business Associates. Business Associate and all their agents shall retain no copies of the protected health information.
 - 2) In the event that Business Associate determines that returning or destroying the protected health information is not feasible, Business Associate shall provide to CE notification of the conditions that make return or destruction of protected health information infeasible. Upon mutual agreement of the parties that return or destruction of protected health information is not feasible, Business Associate shall extend the protections of this agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

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- 3) Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from covered entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:
1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. Return to business associate and/or covered entity or, if agreed to by business associate, destroy the remaining protected health information that the Business Associate still maintains in any form;
 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out by this agreement which applied prior to termination; and
 5. Return to business associate and/or covered entity or, if agreed to by business associate and/or covered entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
 6. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

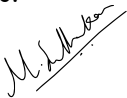
Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (d) Exclusion from limited liability: To the extent Business Associate has limited its liability under the terms of the underlying service agreement, whether with maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, such limitations shall not apply to the following costs to the extent they arise from Business Associate's breach of its obligations relating to the use and disclosure of protected health information:

- a. The costs of notifying patients of a breach of their protected health information as required by 45 C.F.R. 164.400 et seq.;
- b. Any civil monetary penalties, fines or other damages resulting from the action of any state or federal government agency as a result of the breach;
- c. Fees of counsel, forensic computer specialists, and other consultants used to assist the business associate and/or covered entity in responding to a breach of protected health information and any subsequent investigation by a federal or state government agency;
- d. The defense of lawsuits brought by patients alleging invasions of privacy, and any liability resulting from such lawsuits (whether in the form of a judgment or settlement), provided that Business Associate shall have the opportunity to participate in the defense of such lawsuits and to approve any proposed settlement for which it would be financially responsible.

This section (d) shall survive termination or expiration of this agreement for any reason.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the date first above written.

Business associate:	Covered entity:
Triyam, Inc.	Humboldt General Hospital
Signature: 	Signature:
Name: Sudhakar Mohanraj	Name:
Title: CEO	Title:
Date: 4/8/20	Date:

[END OF EXHIBIT C]

Exhibit D - Third Party Items

DESCRIPTION:	FEE:	PERIOD:
None		

Customer is responsible for selecting and contracting with an ISP of choice.

The configuration and specification of Third-Party Items per this Exhibit are subject to change by the manufacturer/vendor. Should the actual configuration and specifications as set by the manufacturer differ from those set forth herein, TRIYAM agrees to provide, and Customer agrees to accept, Third-Party Items that are comparable to those described above.

[END OF EXHIBIT D]

Exhibit E - Payment Terms**Annual subscription fees:**

Customer agrees to pay an annual subscription fee to TRIYAM for use of TRIYAM's archival software, Fovea. Billing for the subscription service will begin on the Start Date ("Start Date") when TRIYAM sets up and configures the application and Customer has access to the program.

Throughout the term of this Agreement, subscription fees shall be paid by the last day of each period prior to the period of service or renewal of service.

Subscription will be paid by Customer on an annual basis. If customer prefers monthly invoicing over annual invoicing, TRIYAM can provide the same to Customer on Customer agreeing for automatic payments from their Bank via online transfer to TRIYAM bank account.

Payment by Credit Card:

Payments using a credit card are subject to an additional fee to cover Credit card merchant charges. Currently, the merchant fee rate is 4% of the invoice amount. The merchant fee rate may be revised annually.

Additional software, equipment, or services:

Custom programming, setup, consulting, training, equipment, software, hardware support, or services in addition to those listed in the exhibits of this Agreement shall be provided to Customer for an additional fee for such services and an hourly consulting services fee of \$120 per hour or at a rate agreed to in writing in advance of providing product, equipment, or services.

Other expenses:

Any travel and related expenses incurred for on-site visits will be pre-approved by Customer and billed at actual cost. Any sales tax as applicable will be borne by Customer. Third Party services, ISP, and other services not covered by Exhibits are the responsibility and a cost of Customer

Delinquent Payments:

Any payment which is past due to TRIYAM will bear interest on the unpaid amount at the rate of one and a half percent per month or the highest rate allowed by law (whichever is lower), prorated on a daily basis during the period in which it remains unpaid. Payment due dates not specified in this Agreement shall be due 30 days after invoice date.

[END OF EXHIBIT E]

NEVADA NEWS GROUP (NNG)

Promotional Contract

Request:

Staff requests approval to enter into a one year agreement with NNG to provide promotional content for Humboldt General Hospital on a regularly scheduled basis.

Content:

HGH provides NNG ½ page content weekly for Humboldt Sun at \$450/week.

Special Projects determined on an individual basis with a 15% discount off published prices.

HHG will be the exclusive Health Title Sponsor of Good Morning Winnemucca to include:

- 4 minute segments
- 8 commercials/week
- Logo and Voice Overs
- Social Media Posts
- Web Banner
- Quarterly 20 min HGH
- Weekly Stats to HHG

Fees at \$3,000/month.



January 1, 2020

Promotional Contract 4/1/2020 through 4/1/2021

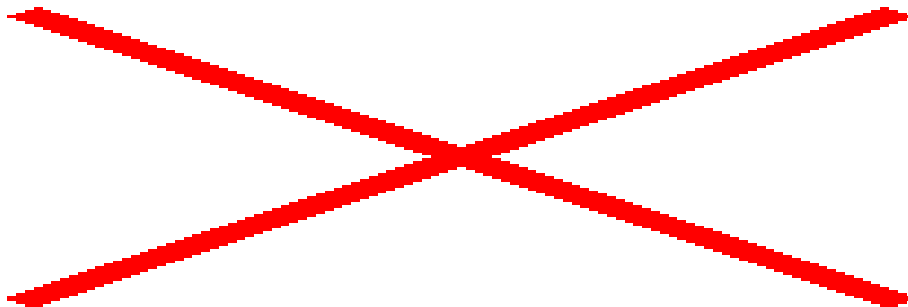
Humboldt General Hospital
118 E Haskell
Winnemucca NV 89445

Attn: Hospital Board

The following agreement is between Nevada News Group (NNG) and Humboldt General Hospital (HGH). By signing below both parties acknowledge that they understand and agree to the terms of this agreement.

HGH agrees to provide Nevada News Group with a 1/2 page of promotional or advertising content every week for the Saturday Humboldt Sun for \$450 per week. (Value \$693 per week). Print ready content is due to the Humboldt Sun Office by noon on the Wednesday prior to print. HGH will provide NNG with a generic ad to be used if content is not received for that week. Additional column inches may be purchased at \$10 (reg. \$15.00) per column inch.

Special projects will be determined on an individual basis. NNG will give HGH a 15% discount off of published price for each project. Traditionally HGH has advertised in the following publications.





January 1, 2020

Promotional Contract 4/1/2020 through 4/1/2021

Humboldt General Hospital
118 E Haskell
Winnemucca NV 89445

Attn: Hospital Board

The following agreement is between Nevada News Group (NNG) and Humboldt General Hospital (HGH). By signing below both parties acknowledge that they understand and agree to the terms of this agreement.

- Nevada News Group agrees that HGH will be the exclusive Health Title Sponsor of Good Morning Winnemucca. The following will be inclusive but not limited to:
- Production of 4-Minute segments Per Show provided by National Grassroots Broadcasting Network (NGBN)
- 8 commercials per week / 4 in the morning and 4 in the evening
- Opening and Closing Logo and Voice Over mentions
- All social media posts related to the show
- ConnectedTV App Graphic Ad
- Show Web Page Banner Ads
- Once a quarter NGBN will produce a 20 minute show on subject of HGH's choice to be aired on the Winnemucca Network.
- NGBN will provide weekly statistics to be passed along by NNG sales team.

Fees will be paid prior to the months recordings at \$3,000 per month. Check, electronic payments or Credit/Debt Card may be used.

Approved by:

Name:

Title

Date

Rhonda Coleman, Director of Sales

Date

CareAdopt[♥]

Telepsychiatry Services
Care Management Solutions

Telepsychiatry: How it Works:



Care Team



Patient



Telepsychiatry



Physician

Telepsychiatry at the Hospital



Psychiatric Evaluations

- Using a room within the hospital equipped with a computer, a computer camera and microphone, remote psychiatrists provide psychiatric evaluations.

Patient & Psychiatrist Relationship



Psychiatric Services

- **Psychiatric Evaluation:** Provided within the hospital
- **Medication Management**
- **Psychiatric Consultations:** One on one consultations with the patient
- **Psychiatric Collaborative Care Management:** Care management with a behavioral health care manager and psychiatrist

Reimbursable Codes



- **Remote Patient Monitoring (RPM):** CPT Code 99091
\$60 per 30 minutes of care per month
- **Behavioral Health Integration (BHI):** CPT Code 99484
\$65 per 30 minutes of care per month
- **Psychiatric Collaborative Care Management (CoCM):** CPT Codes 99492, 99493, 99494
\$125 to \$145 per 60 minutes of care per month & \$65 per additional 30 minutes
- **Chronic Care Management (CCM):** CPT Codes 99490
\$43 for 20 minutes of care per month
- **Complex Chronic Care Management (CCCM):** CPT Codes 99487, 99489
\$43 for 20 minutes of care per month & \$92 per 60 minutes of care
- **Transitional Care Management (TCM):** Codes: 99495, 99496
\$115 to \$234 per patient for transitional care services

CareAdopt 

Thank You!

Learn more at careadopt.com

Telepsychiatry

Provide better care for your patients through telepsychiatry services. No longer are you dependant on location, provider capacity, or internal specialists. Receive access to mental health professionals to support the psychiatric needs of your care facility.

Chronic Disease

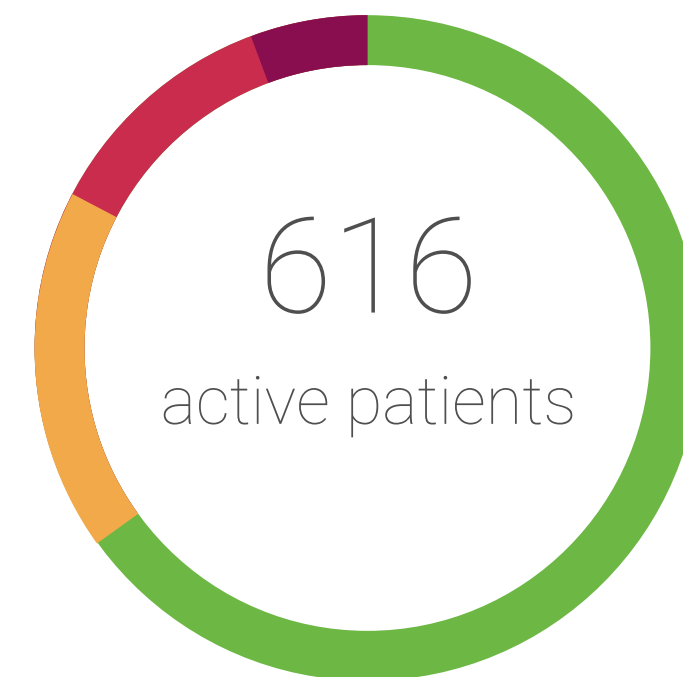
Psychiatric Condition

Access to Psychiatric Care For All Your Patients

CareAdopt's telepsychiatry is designed to support patient populations which do not have adequate access to psychiatric services. This may be a result of the location of the care facility and the available mental health resources.

Through CareAdopt, care facilities can get access to remote psychiatric services. CareAdopt telepsychiatry can enable collaborative psychiatric care in an emergency department, in-patient or out-patient setting, and within primary care.

PATIENT RISK LEVELS 



Level Up Your Psychiatric Care



Telepsychiatry Consultations

Using HIPAA compliant video conferencing and telephone support, CareAdopt's psychiatric providers offer a necessary missing piece to supporting the whole patient, psychiatric care. Our psychiatric professionals integrate right into the workflow of a care facility and increase access to behavioral health services for any patient population.



Psychiatric Evaluations

Empower your emergency department or primary care team with the ability to do psychiatric evaluations from certified psychiatric professionals. Understand right away the acuity of the patient and the recommended level of psychiatric care needed to support each patient.



Medication Management

Managing psychiatric medication is a skill and knowledge set which can be unique to a behavioral health professional. CareAdopt's qualified professionals can assist a primary care provider in medication management including identifying dosage, addressing side-effects, and understanding medication changes or treatment adjustments.



Psychiatric Collaborative Care

CareAdopt believes a collaborative approach between the primary care provider, the psychiatric professional, and behavioral health care manager produces the best outcomes for patients. Our telepsychiatry services prevent gaps in psychiatric care, all while empowering care facilities to deliver whole patient care management to their patient population



CareAdopt Sales Contract

Client	Humboldt General Hospital	Current Date	4/21/2019
Primary Contact:	Robert Johnson	Contract Term:	1 Year
Address:	118 E Haskell St Winnemucca, NV 89445	Billing Terms:	Pre pay 75 hours
Phone:	(775) 625-7222	Contract Start Date:	4/21/2020
Sales Contact:	Bryce Bartel	Contract End Date:	4/21/2021

Name	Price	Average Reimbursement	Billing Frequency
Psychiatric Evaluations Used in the ED, in-patient and out-patient setting	\$200 per evaluation	\$200 per evaluation	Weekly
Psychiatric Consultation Working with out-patient, primary care, and other care setting	\$200 per session	\$200 per session	Weekly
Medication Management Supporting patients receiving psychiatric consultations	\$85 per episode	\$115 per episode	Weekly
Psychiatric Collaborative Care Management (CoCM) Using the collaborative model with a psychiatric consultant and Behavioral health care managers	\$105 per hour of cumulative work per month	\$125 per month	Monthly

*Care providers purchase the first hundred hours of time upfront. CareAdopt bills weekly or monthly depending on services.

Software Licensed

CareAdopt provides technology for care management within hospitals, medical groups, accountable care organizations, and physician practices.

Software-as-a-Service

Video Conferencing – CareAdopt provides HIPAA complaint video conferencing for telepsychiatry services.

Care Management – Our care management application brings care managers and care teams together to manage a patient for remote care.

Patient Engagement – Our patient mobile app provides the patient with a digital care program and enables HIPAA complaint messaging.

Learn more through the Sales PowerPoint included and at www.careadopt.com.

Name	Price	QTY	Discount	Type	Subtotal
Video Conferencing Technology 1 user	\$2,400.00	1	0%	Annual	\$2,400.00
Pre-Paid Psychiatric TeleHealth Service 75 hours	\$15,000.00	1	0%	Annual	\$15,000.00

Upfront Costs: **\$15,000.00**

Recurring Costs: **\$2,400.00**

Services Provided

CareAdopt provides services for telepsychiatry. These services include psychiatric evaluations for the emergency department and in-patient and out-patient centered. Psychiatric consultations which can be accomplished in the hospital and clinic or directly with the patient. Medication management for psychiatric care services, and psychiatric collaborative care management.

The psychiatric consultant would work with your patients between 30-60 minutes depending on the services offered.



Daily Responsibilities

- **Psychiatric Consultations**
 - Performed at a hospital kiosk or room or remote directly with the patient
- **Psychiatric Evaluations**
- **Medication Management:** Performed at a hospital kiosk or room or remote directly with the patient
- **Psychiatric Collaborative Care Management:** Collaborating with a care manager and the primary care team to support patients.

Implementation and Servicing

CareAdopt and Client recognize and warrant the responsibilities during the term of this contract consist of two principal stages 1) Implementation and 2) Servicing. Within these stages there are related categories of tasks to be accomplished. Contained within the implementation stage are four main categories of tasks:

1. Implementation and Psychiatric Consultant Coordination
2. Hardware Setup
3. Software Setup
4. Care Team Patient Servicing

To accomplish these tasks, Client agrees to supply CareAdopt with the necessary time and resources to accomplish the tasks for these four categories within 60 days of the Kickoff Call. If Client is unable to provide the necessary internal resources to accomplish these items, then the related categories and their associated tasks will be pushed to servicing tasks and will not prevent implementation from being completed.

The servicing stage happens after implementation. Contained within the servicing stage are five main categories of tasks:

1. Psychiatric Consultant Servicing
2. Patient Enrollment
3. Care Team Coordination
4. Post-Implementation Trainings
5. Ongoing Support and Software Updates

After the training category within the implementation stage has been accomplished, CareAdopt will provide a sign-off that implementation has been accomplished and acceptance has been received by Client. At that point, CareAdopt will transition to the servicing stage of the agreement.

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

ACCEPTED AND AGREED TO:

ACCEPTED AND AGREED TO:

Humboldt General Hospital

CareAdopt, LLC

BY: _____

BY: _____

NAME _____

NAME _____

TITLE _____

TITLE _____

DATE _____

DATE _____

**Humboldt General Hospital
Board of Trustees Meeting
Date: April 28, 2020
Agenda item: F6**

Department: Finance

Accelerated Payment Program:

In response to the COVID 19 impact on hospitals in the US, CMS has provided the ability to receive up to 125% of its Medicare remits in the preceding 6 months. This program is basically a zero interest loan to be paid back monthly over 12 months beginning 120 days after the hospital's receipt of the proceeds.

Accelerated Payment Request Certification

I, **Kim Plummer** _____, **Controller** _____

Certify the validity of the request for an accelerated payment by **Humboldt General Hospital**
_____ in the amount of \$ **5,503,410** _____ from the Medicare program.

Specifically, I certify the accuracy of the statements checked below:

- I understand that Medicare is making an accelerated payment for services already provided.
- The provider has put forth a good faith estimate of the amount actually due for services already provided.
- The accelerated payment will be used to operate the Provider, and will not be used for payments outside of the Provider's ordinary course of business as an operating facility.
- The Provider has no plans to file for bankruptcy.
- The Provider has not retained bankruptcy counsel.
- The Provider has no plans to cease doing business.

In signing for the Provider, and myself, I understand that false statements are punishable as felony under 18 U.S.C. § 1001, which provides as follows:

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, or makes any false fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined under this title, or imprisoned not more than five years, or both.

Signed: (Name and title) _____

Dated this _____ Day of _____, 20 _____

Accelerated Payment Request Certification

I, Kim Plummer, Controller

Certify the validity of the request for an accelerated payment by Humboldt General Hospital SNF in the amount of \$ 1,059,413 from the Medicare program.

Specifically, I certify the accuracy of the statements checked below:

- I understand that Medicare is making an accelerated payment for services already provided.
- The provider has put forth a good faith estimate of the amount actually due for services already provided.
- The accelerated payment will be used to operate the Provider, and will not be used for payments outside of the Provider's ordinary course of business as an operating facility.
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Signed: (Name and title)

Dated this _____ Day of _____, 20____

Accelerated Payment Request Certification

I, Kim Plummer, Controller

Certify the validity of the request for an accelerated payment by Humboldt General Hospital RHC in the amount of \$ 281,403 from the Medicare program.

Specifically, I certify the accuracy of the statements checked below:

- I understand that Medicare is making an accelerated payment for services already provided.
- The provider has put forth a good faith estimate of the amount actually due for services already provided.
- The accelerated payment will be used to operate the Provider, and will not be used for payments outside of the Provider's ordinary course of business as an operating facility.
- The Provider has no plans to file for bankruptcy.
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Signed: (Name and title)

Dated this _____ Day of _____, 20____

Provider Request for Accelerated Payment

1. Provider Name: _____ Provider No: _____

Address: _____

2. Intermediary: _____

3. Check (a) or (b) or both if applicable:

Check Box (a) Abnormal delays in Title XVIII claims processing and/or payment by the health insurance intermediary.

Check Box (b) Delay in provider billing process of an isolated temporary nature beyond the provider's normal billing cycle and not attributable to other third-party payers or private patients.

4. a. General cash fund position for provider as of _____

b. Anticipated receipts from all sources (exclusive of accelerated payments) in the next 30 days _____

c. Anticipated expenditures in next 30 days _____

d. Indicated cash position in next 30 days (a + b - c) _____

PRM Section 2412.2

Provider Name: _____

Provider Number: _____

Preparer Name & Title: _____

Preparer Telephone: _____

Is this due to an ICD-10 issue? Yes No

Please provide a detailed explanation of issue and cause (i.e. reason codes, status location, rejected, denied, suspended, Returned to Provider (RTP)):

Please provide claim examples with a listing of DCNs (not PHI). If sending with PHI, please ensure the information is encrypted.

Send information to:

Email: JE-reimb@noridian.com or JF-reimb@noridian.com

Fax: 701-277-6572

Mail: Noridian Healthcare Solutions
Part A-Recoupment
P.O. Box 6055 900 42nd St. S.
Fargo, ND 58103

Accelerated Payment: Last Updated March 27, 2020

Arbor Health Morton Hospital
Accelerated Payment Calculation

Medicare Contractor	Noridian
Provider Number	29-1308
Preparer Name	Kami Matzek
Preparer Title	Senior Manager
Preparer Telephone	509-321-9476

A. Inpatient (hospital and skilled nursing facility)	29-1308		29-2308		Total
	Hospital		Swing	SNF	
BILLED 7.01.2019-12.31.2019					
Number of bills	163		22		
Number of patient days	663		313		
Amount of charges	5,116,059		1,264,432		
TOTAL					
Patient days	663		313	-	976
Interim rate	4,101		2,735	n/a	
<i>**SNF is average daily rate from PY</i>					
Interim amount due	2,718,963		856,055	-	3,575,018
Less deductible/coinsurance	174,592		8,525	-	183,117
<i>**2020 deductible \$1,408 times inpatients</i>					
Net reimbursement	2,544,371		847,530	-	3,391,901
Maximum percentage (emergency)	125%		125%	125%	
Percentage requested	125%		125%	125%	
Inpatient amount requested	3,180,464		1,059,413	-	4,239,877
<hr/>					
	29-1308		29-3961		
	Hospital		RHC1	RHC2	Total
B. Outpatient					
BILLED 7.01.2019-12.31.2019					
Amount of charges	8,315,866		522,920		
Number of visits	110,765		2,536		
TOTAL					
Patient charges	8,315,866		522,920	-	
Encounters	110,765		2,536	-	
Interim rate	39%		268		
Interim amount due	3,243,188		679,648	-	3,922,836
Less deductible/coinsurance	1,384,831		116,842	-	1,501,673
Net reimbursement	1,858,357		562,806	-	2,421,163
Maximum percentage (emergency)	125%		125%	125%	
Percentage requested	125%		100%	100%	
Outpatient amount requested	2,322,946		281,403	-	2,604,349
	5,503,410				
TOTAL AMOUNT REQUESTED					\$ 6,844,226

C. Cash balances	
Cash balance	-
Date of balance above	3/30/2020
Estimated receipts in next 30 days	3,000,000
Estimated cash expenditures in next 30 days	4,700,000
	(1,700,000)

D. Hospital Data		SNF	RHC1
Authorized person (check PECOS)	Kim Plummer		
Authorized person's title	Controller		
Provider number (PTan)	29-1308	29-2308	29-3961
National provider identifier (NPI)	1750498010	1619091246	1558633933

Humboldt:						
	Name	PTAN	NPI	Request date	Requested amount	Received d. Received amount
Hospital	Humboldt General Hospital	29-1308	1750498010		5,503,410	
Swing	Humboldt General Hospital Swing	29-2308	1619091246		1,059,413	
RHC	Humboldt General Hospital RHC	29-3961	1558633933		281,403	

Accelerated Payment Request Certification

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_____ in the amount of \$ **5,503,410** _____ from the Medicare program.

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Signed: (Name and title) _____

Dated this _____ Day of _____, 20 _____

Accelerated Payment Request Certification

I, Kim Plummer, Controller

Certify the validity of the request for an accelerated payment by Humboldt General Hospital
SNF
_____ in the amount of \$ 1,059,413 _____ from the Medicare program.

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Signed: (Name and title) _____

Dated this _____ Day of _____, 20 _____

Accelerated Payment Request Certification

I, Kim Plummer, Controller

Certify the validity of the request for an accelerated payment by Humboldt General Hospital RHC in the amount of \$ 281,403 from the Medicare program.

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Signed: (Name and title)

Dated this _____ Day of _____, 20____

Provider Request for Accelerated Payment

1. Provider Name: _____ Provider No: _____

Address: _____

2. Intermediary: _____

3. Check (a) or (b) or both if applicable:

Check Box (a) Abnormal delays in Title XVIII claims processing and/or payment by the health insurance intermediary.

Check Box (b) Delay in provider billing process of an isolated temporary nature beyond the provider's normal billing cycle and not attributable to other third-party payers or private patients.

4. a. General cash fund position for provider as of _____

b. Anticipated receipts from all sources (exclusive of accelerated payments) in the next 30 days _____

c. Anticipated expenditures in next 30 days _____

d. Indicated cash position in next 30 days (a + b - c) _____

PRM Section 2412.2

Provider Name: _____

Provider Number: _____

Preparer Name & Title: _____

Preparer Telephone: _____

Is this due to an ICD-10 issue? Yes No

Please provide a detailed explanation of issue and cause (i.e. reason codes, status location, rejected, denied, suspended, Returned to Provider (RTP)):

Please provide claim examples with a listing of DCNs (not PHI). If sending with PHI, please ensure the information is encrypted.

Send information to:

Email: JE-reimb@noridian.com or JF-reimb@noridian.com

Fax: 701-277-6572

Mail: Noridian Healthcare Solutions
Part A-Recoupment
P.O. Box 6055 900 42nd St. S.
Fargo, ND 58103

Accelerated Payment: Last Updated March 27, 2020

Arbor Health Morton Hospital
Accelerated Payment Calculation

Medicare Contractor	Noridian
Provider Number	29-1308
Preparer Name	Kami Matzek
Preparer Title	Senior Manager
Preparer Telephone	509-321-9476

A. Inpatient (hospital and skilled nursing facility)	29-1308	29-2308		Total
	Hospital	Swing	SNF	
BILLED 7.01.2019-12.31.2019				
Number of bills	163	22		
Number of patient days	663	313		
Amount of charges	5,116,059	1,264,432		
TOTAL				
Patient days	663	313	-	976
Interim rate	4,101	2,735	n/a	
**SNF is average daily rate from PY				
Interim amount due	2,718,963	856,055	-	3,575,018
Less deductible/coinsurance	174,592	8,525	-	183,117
**2020 deductible \$1,408 times inpatients				
Net reimbursement	2,544,371	847,530	-	3,391,901
Maximum percentage (emergency)	125%	125%	125%	
Percentage requested	125%	125%	125%	
Inpatient amount requested	3,180,464	1,059,413	-	4,239,877
	29-1308	29-3961		
	Hospital	RHC1	RHC2	Total
B. Outpatient				
BILLED 7.01.2019-12.31.2019				
Amount of charges	8,315,866	522,920		
Number of visits	110,765	2,536		
TOTAL				
Patient charges	8,315,866	522,920	-	
Encounters	110,765	2,536	-	
Interim rate	39%	268		
Interim amount due	3,243,188	679,648	-	3,922,836
Less deductible/coinsurance	1,384,831	116,842	-	1,501,673
Net reimbursement	1,858,357	562,806	-	2,421,163
Maximum percentage (emergency)	125%	125%	125%	
Percentage requested	125%	100%	100%	
Outpatient amount requested	2,322,946	281,403	-	2,604,349
	5,503,410			
TOTAL AMOUNT REQUESTED				\$ 6,844,226

C. Cash balances	
Cash balance	-
Date of balance above	3/30/2020
Estimated receipts in next 30 days	3,000,000
Estimated cash expenditures in next 30 days	4,700,000
	(1,700,000)

D. Hospital Data		SNF	RHC1
Authorized person (check PECOS)	Kim Plummer		
Authorized person's title	Controller		
Provider number (PTan)	29-1308	29-2308	29-3961
National provider identifier (NPI)	1750498010	1619091246	1558633933

Humboldt:		PTAN	NPI	Request date	Requested amount	Received d. Received amount
Hospital	Humboldt General Hospital	29-1308	1750498010		5,503,410	
Swing	Humboldt General Hospital Swing	29-2308	1619091246		1,059,413	
RHC	Humboldt General Hospital RHC	29-3961	1558633933		281,403	