

**HUMBOLDT GENERAL HOSPITAL**

**DISTRICT BOARD OF TRUSTEES**

**REGULAR BOARD MEETING**

**TUESDAY**

**June 22, 2021**

**5:30 P.M.**

**SARAH WINNEMUCCA CONFERENCE ROOM**

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

**HUMBOLDT GENERAL HOSPITAL**  
118 EAST HASKELL STREET  
WINNEMUCCA, NEVADA 89445

**DISTRICT BOARD OF TRUSTEES MEETING AGENDA**

**MEETING DATE:** Tuesday June 22, 2021  
**MEETING TIME:** 5:30 pm  
**MEETING PLACE:** Sarah Winnemucca Conference Room  
Humboldt General Hospital  
118 E Haskell St, Winnemucca, Nevada  
**PLACES POSTED:** in Winnemucca, Nevada at:  
Humboldt General Hospital, 118 E Haskell Street  
Humboldt County Courthouse, 50 W Fifth Street  
Winnemucca City Hall, 90 W Fourth Street  
Humboldt County Library, 85 E Fifth Street  
United States Post Office, 850 Hanson Street  
www.hghospital.org      https://notice.nv.gov  
**PERSON POSTING:** Alicia Wogan

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

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

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

**A. CALL TO ORDER**

**B. PUBLIC COMMENT**

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

**C. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS**

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

1. Medical Staff report – Chief of Staff
  - a) COVID update
2. MedX report – Bill Hammargren
3. Administration report
  - a) EMS update – Brett Peine
  - b) SNF update – Robyn Dunckhorst
  - c) Orthopedics/Cardiology update – Laura Shea
  - d) CEO report – Tim Powers

**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

# DISTRICT BOARD OF TRUSTEES MEETING AGENDA

June 22, 2021

Page 2

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

1. Board meeting minutes for: January 22, 2021, January 23, 2021 and January 26, 2021 are not available because of the computer system failure; and, April 6, 2021, April 27, 2021 and May 4, 2021 are available.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Andrew Geisler, MD, Active-Physical Medicine and Rehabilitation; Sierra Ribero, APRN-CNM, Allied Health Professional-Certified Nurse Midwife; Sean Elder, APRN-CNP, Allied Health Professional-Mental Health; and, Zia Khan, MD, Provisional-Cardiology.

## **E. FINANCIAL REPORTS**

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

1. Financial update
2. Warrants disbursed - Monthly expenditures

## **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 / request to approve professional services agreement with Joseph Drew, MD to provide Urology physician services / CEO-Administration
2. Hospital Administration-OR / request to approve purchase of Lumenis Pulse 100H laser used for urology procedures for the sum of \$131,800 plus the costs for the electrical utility services installation-modification / OR Director-Administration
3. Hospital Administration-OR / proposal to rescind the approval to purchase cath lab equipment from GE for the sum of \$1,153,070.66 and to authorize the purchase of the cath lab equipment from Phillips for the sum of \$1,013,005.05 / OR Director-Administration
4. Hospital Administration-EMS / request to purchase and up-fit two new Dodge Ram 2500 crew cab 4X4 gas trucks for EMS administration-command services at a cost of \$49,522 each / EMS Chief-Administration

## **G. TRUSTEE COMMENTS-STAFF REPORTS**

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

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

Notice: Members of the public may make a public comment at the meeting without being physically present by emailing [adminoffice@hghospital.org](mailto:adminoffice@hghospital.org) no later than 5:00 p.m. on the business day prior to the day of the meeting and messages received will be transcribed for entry into the record and provided to the Board of Trustees for review.

## DISTRICT BOARD OF TRUSTEES MEETING AGENDA

June 22, 2021

Page 3

Members of the public may also make a public comment at the meeting without being physically present by accessing the meeting through: (i) a telephone connection by dialing 1-646-749-3122 and using access code 368-086-437; or, (ii) through the Internet by entering <https://global.gotomeeting.com/join/368086437> in a web browser.

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

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

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

## **Five Star Rating Change Analysis and Plan of Action**

### **Payroll Based Journal**

- PBJ submitted quarterly since July 2016.
- Manual submissions, numerous attempts to automate made since PBJ inception, unable to get appropriate reports out of previous payroll software systems to do so per IT.
- Staffing and RN staffing have historically remained at five stars.
- All data entered into database except last two weeks of Q4 of 2020. Only one staff member familiar with data input and submission process and system crashed prior to completing final two weeks of data input.
- PBJ Q1 submission deadline missed due to 1. System crash and unable to access Optimum payroll reports 2. Inability to get appropriate report out of Paycom once that system implemented.

### **Corrective Action**

1. Change overall practice to doing data entry (or upload) monthly or on a more frequent basis rather than at the end of each quarter.
2. Software will be purchased which automates the mandated reporting and submits to CMS.
3. A minimum of three staff will be trained on the process of PBJ submission to have built in knowledge redundancies.

### **Health Inspection (survey)**

- Last three surveys contribute to 5 star report with most recent given the most weight.
- Currently this includes 2/3 surveys which received a sub standard of care citation.
- State surveyors due to their own staffing shortages have employed 'Generalist' who have proved to be more focused on specific regulation and interpretive guidelines rather than a nurse centric perspective that allow staff and management to explain processes and systems.

### **Corrective Action**

1. All required corrective actions have (will be) made in response to all citations.
  2. All new nursing leadership will focus on LTC regulations and become more familiar the requirements; having a team approach to regulatory compliance will enhance proactive survey readiness.
  3. Having the role of Staff Training Coordinator within LTC will assist in the development of existing and new staff.
-

## **Quality Measures**

- There are 28 QM's that are followed on a monthly basis internally, 15 of those are calculated into the 5 star rating. Historically the rating for this domain has fluctuated between three to five stars.
- The QM's are derived primarily from the MDS, three of which are claims based and extracted automatically through billing.
- Several individuals review reports weekly and shift cares as needed to meet requirements to increase stars.
- Currently rating is at three which is reflective of computer down time and the inability to submit MDS's for a period of time which affected the availability of data CMS uses for the QM report.
- 3/5 stars does not accurately reflect the quality of care provided to the residents as evidenced by the resident level QM report.

## **Corrective Action**

1. It is anticipated once the built-in delay of QM reporting passes (3-6 months) the QM measure will improve.
  2. The PBJ software also has predictive capabilities by which we can gain insight into various quality measures and where to target our efforts for improvement.
  3. MDS's will be scheduled, completed and submitted at the earliest point within the designated time frame.
-

## **Brief Explanation of Five-Star Rating Methodology**

### **How the Ratings are Calculated:**

A nursing home's **Overall Quality** rating on Nursing Home Compare ([www.medicare.gov](http://www.medicare.gov)) is based on its ratings for **Health Inspections**, **Quality Measures (QMs)**, and **Staffing**. Ratings for each domain and the overall rating range from 1 star to 5 stars, with more stars indicating higher quality. Based on these three ratings, the overall 5-Star rating is assigned in 5 steps:

**Step 1:** Start with the Health Inspection Rating.

**Step 2:** Add one star if the Staffing rating is 4 or 5 stars and also greater than the Health Inspection Rating. Subtract one star if the Staffing rating is 1 star. The rating cannot go above 5 stars or lower than 1 star.

**Step 3:** Add one star if the Quality Measure rating is 5 stars; subtract one star if the Quality Measure is 1 star. The rating cannot go above 5 stars or lower than 1 star.

**Step 4:** If the Health Inspection rating is 1 star, then the Overall Quality rating cannot be upgraded by more than one star based on the Staffing and Quality Measure ratings.

**Step 5:** If a nursing home is a Special Focus Facility that has not graduated, the maximum Overall Quality rating is 3 stars.

### **Nursing Home Compare provides a five-star rating for each of the following three components:**

#### **1) Health Inspection ratings:**

- Ratings are calculated from points that are assigned to the results of nursing home surveys over the past three years, as well as complaint surveys from the past three years and survey revisits. More recent surveys are weighted more heavily.
  - Points are assigned based on the number, scope and severity of a nursing home's health deficiencies. If multiple revisits are required to ensure that major deficiencies are corrected, additional points are added to the health inspection score.
  - Lower health inspection scores result in a better 5-Star rating on Nursing Home Compare.
  - Nursing homes are ranked within their state based on their score, and the number of stars is based on where the nursing home falls within the state ranking.
  - The top 10% of nursing homes get 5 stars, the bottom 20% get 1 star, and the middle 70% of nursing homes receive 2, 3 or 4 stars, with equal proportions (23.33%) in each category.
  - Health Inspection ratings are re-calculated every month to account for new survey results entering into the system.
-

**2)Quality Measure ratings:**

- Ratings are calculated from a nursing home's performance on 10 Quality Measures (QMs), which are a subset of those reported on Nursing Home Compare.
- The QMs include 7 long-stay (chronic care) QMs and 3 short-stay (post-acute care) QMs.

Long-Stay QMs		Short-Stay QMs
- ADL Decline	- Physical Restraints	- Pressure Ulcers
- Mobility Decline	- Urinary Tract Infections	- Moderate to Severe Pain - Delirium
- Catheter	- Moderate to Severe Pain	
- High-Risk Pressure Ulcers		

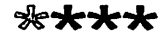
- Ratings are calculated using MDS 2.0 data from the 1st, 2nd and 3rd quarters of 2010.
- ADL Decline and Mobility Decline contribute more heavily (each weighted at 1.667 times) than the other QMs.
- A nursing home's performance on the ADL Decline and Mobility Decline QMs is ranked against all other nursing homes in the *state*.
- A nursing home's performance on the other 8 measures is ranked against all other nursing homes in the *nation*.
- Points are assigned for each QM based on what quintile the nursing home falls into, in comparison to other nursing homes. For the 2 ADL QMs, these quintile thresholds were set in March 2011; for the other 8 QMs, fixed quintile boundaries (from January 2009) are used. Points for each QM are added together for a total point score.
- Based on this total score, the top 10% of nursing homes nationwide get 5 stars, the bottom 20% get 1 star, and the middle 70% of nursing homes receive 2, 3 or 4 stars, with an equal proportion (23.33%) in each category. The thresholds for this distribution are also fixed, rather than being recalculated each month.

**3) Staffing ratings:**

- Ratings are calculated from two measures: RN hours per resident day and total staffing hours (RN, LPN, nurse aide) per resident day. These two measures contribute equally to the Staffing rating.
- Staffing measures are derived from OSCAR data that is then case mix adjusted based on the nursing home's distribution of MDS assessments by RUG-III group, based on the number of RN, LPN, and nurse aide minutes associated with each RUG-III group.
- Other staff, such as clerical, administrative, and housekeeping staff, are not included in the calculation of the Staffing ratings.



- For each staffing measure, a 5-Star rating is assigned based on where the nursing home ranks compared to the adjusted staffing hours for all freestanding nursing homes AND where the nursing home ranks compared to optimal staffing levels identified in the 2001 CMS Staffing Study.
- To earn 5 stars on the Staffing rating, the nursing home must meet or exceed the CMS staffing study thresholds for both RN and total nursing hours per resident day. ★
- The Nursing Home Compare website will include a "drill down" that shows the nursing home's rating for RN Staffing.



The **RN Staffing Rating** for Burns Nursing Home, Inc. is

### **If Your Rating Isn't What You Think It Should Be**

Ratings are provided only for nursing homes that have had at least two standard health inspection surveys. Nursing homes that have not yet had two standard health surveys are listed as "too new to rate," and no rating information is provided for the nursing home. If the rating indicates "data not available" then the data needed to rate the nursing home were not available.

If your nursing home's rating seems to be markedly different from your expectation, it may be that a recent survey has not yet been entered into the database. It may also arise from a dispute resolution or an appeal decision that has not yet been entered into the database. You can check the health inspection details on Nursing Home Compare for more information about the particular deficiencies that entered into the calculation.

If your quality measure rating states "data not available," it means that there were too few eligible residents for us to calculate a reliable quality measure. If your staffing score says "data not available," it means the number of hours of staffing was found to be a value that was so extremely high or low that it was not plausible. In this case, check with your state survey agency to confirm the staffing values you reported.

## Narrative for May Operating Results

Gross patient revenue for May was \$9.3M versus a budget of \$9.2M and prior year of \$8.3M. Though we exceeded budget we saw significant declines in imaging and clinic encounters from previous months. In addition, our census in LTC has been significantly lower than anticipated. Average monthly census in Harmony Manor and Quail Corner for the year has been 35 but has averaged 33 the past three months resulting in significant revenue losses. Contractual adjustments and bad debt were up for the month compared to budget as the trend in deterioration continues with R1's approach to billing and collections. We anticipate this trend slowly changing for the better as our internal Rev Cycle group begins to retain more and more control of the entire rev cycle process through the end of the calendar year. Spending for the month was \$6.8M compared to budget of \$5.1M and prior year of \$5.4M. Salaries are significantly higher than budget because of converting our Hospitalists in February to employed physicians, system compensation changes made earlier in the year, significant additions to staff in our business office to support our R1 transition as well as new staff positions (CCO, Marketing, Cardiology Clinic Manager and additional nursing leadership positions. Contract labor is significantly higher than budget because of traveler costs in med surg and lab. For instance per hour costs for nurse travelers were \$80/hour in 2020 are now \$140-\$150/hour. A good majority of these excessive costs are offset in non-operating revenue with the Cares Act Provider Relief Funds of \$415K. Purchased Services was significantly higher than budget because costs associated with our behavioral health service, additional coders brought on board to take the place of Trust, physician recruiting costs and additional PEDS and additional clinic coverage which was not budgeted. Non-operating revenue and expenses consisted of \$2.6M. The Cares Act Provider Relief Funds of \$415K offset various operating expenses. The \$4.0M loss on contract represents a

one-time expense associated with terminating the R1 relationship and  
winddown that will end 12/31/2021.



Humboldt General Hospital  
Statement of Profit and (Loss)  
For the Period Ending May 31, 2021

FY20 MONTH	MONTH OF MAY FY2021			FISCAL YEAR 2021 TO DATE			FY 2020 YTD
PRIOR YR	BUDGET	ACTUAL		ACTUAL	BUDGET	PRIOR YR	
\$ 986,957	\$ 3,644,145	\$ 2,836,261		\$ 29,729,141	\$ 39,380,285	\$ 29,512,776	
1,710,322	4,293,503	5,691,618	INPATIENT REVENUE	58,184,417	46,397,526	49,235,668	
427,213	589,979	302,798	OUTPATIENT REVENUE	4,846,173	6,371,381	5,258,222	
187,291	642,902	435,267	LTC	6,504,142	6,943,290	4,860,217	
3,311,783	9,170,529	9,265,944	CLINIC REVENUE				
			<b>TOTAL PATIENT SERVICE REVENUE</b>	99,263,873	99,092,482	88,866,883	
			<b>DEDUCTIONS FROM REVENUE</b>				
754,377	(3,762,116)	(4,102,183)	CONTRACTUAL ADJUSTMENTS	(36,194,630)	(40,655,129)	(36,735,951)	
(868,387)	(779,418)	(660,799)	BAD DEBT	(10,781,600)	(8,422,751)	(9,669,293)	
(114,010)	(4,541,534)	(4,762,982)	<b>TOTAL DEDUCTIONS FROM REVENUE</b>	(46,976,230)	(49,077,880)	(46,405,244)	
3,197,773	4,628,995	4,502,962	<b>NET PATIENT SERVICE REVENUE</b>	52,287,643	50,014,602	42,461,639	
32,241	37,164	40,320	OTHER OPERATING REVENUE	384,516	404,026	427,792	
3,230,014	4,666,159	4,543,282	<b>TOTAL OPERATING REVENUE</b>	52,672,159	50,418,628	42,889,431	
			<b>OPERATING EXPENSES</b>				
1,806,529	2,000,445	2,819,370	SALARIES	25,706,351	21,611,623	17,817,582	
514,807	605,104	750,433	BENEFITS	6,171,453	6,534,647	5,808,935	
110,984	7,920	243,974	CONTRACT LABOR	1,890,889	85,588	1,388,130	
1,394,104	943,351	1,488,630	PURCHASED SERVICES	13,031,664	10,186,378	12,871,867	
372,265	513,205	311,786	MEDICAL SUPPLIES	6,112,204	5,545,935	5,464,653	
197,275	97,701	180,047	OTHER SUPPLIES & MINOR EQUIPMENT	2,053,816	1,055,797	1,368,927	
219,609	124,474	107,849	REPAIRS AND MAINTENANCE	1,514,549	1,345,123	1,839,131	
30,008	25,821	62,246	RENTS AND LEASES	416,569	279,028	311,226	
46,711	54,674	51,530	INSURANCE	516,494	590,831	544,352	
69,513	71,746	50,351	UTILITIES	656,028	776,673	766,742	
546,204	489,122	534,624	DEPRECIATION	5,942,451	5,285,675	5,942,581	
20,136	21,651	23,714	TRAVEL, MEALS & EDUCATION	143,361	233,973	221,716	
81,420	127,556	153,097	OTHER EXPENSE	1,066,362	1,378,766	2,232,214	
5,409,565	5,082,770	6,777,651	<b>TOTAL OPERATING EXPENSES</b>	65,222,191	54,910,037	56,578,056	
(2,179,551)	(416,611)	(2,234,369)	<b>NET OPERATING INCOME/(LOSS)</b>	(12,550,032)	(4,491,409)	(13,688,625)	
			<b>NON-OPERATING REVENUE/(EXPENSES)</b>				
28,816	25,479	13,149	INTEREST INCOME	114,572	275,342	276,595	
2,199,327	430,171	2,744,972	TAXES	7,298,689	4,648,620	6,512,289	
-	(2,123)	(4,040)	DONATIONS	(38,320)	(22,945)	-	
(906,262)	-	414,724	CARES ACT PROVIDER RELIEF FUNDS	3,722,268	-	-	
-	-	(4,000,000)	LOSS ON CONTRACT	(4,000,000)	-	-	
1,041	-	100,466	MISCELLANEOUS	108,331	-	-	
1,322,922	453,527	(730,729)	<b>NON-OPERATING REVENUE/(EXPENSES)</b>	7,205,540	4,901,017	6,788,884	
\$ (856,629)	\$ 36,916	\$ (2,965,098)	<b>NET INCOME/(LOSS)</b>	\$ (5,344,492)	\$ 409,608	\$ (6,899,741)	
\$ (310,425)	\$ 526,038	\$ (2,430,474)	<b>EBIDA</b>	\$ 597,959	\$ 5,695,283	\$ (957,160)	



HUMBOLDT COUNTY HOSPITAL DISTRICT  
D/B/A HUMBOLDT GENERAL HOSPITAL  
STATEMENTS OF NET POSITION  
MAY 31, 2021

		ACTUAL 5/31/2021	AUDITED 6/30/2020
<b>ASSETS:</b>			
	CURRENT ASSETS		
	CASH AND CASH EQUIVALENTS	\$ 23,930,753	\$ 31,701,634
	ACCOUNTS RECEIVABLE, NET	20,425,464	14,907,453
	OTHER RECEIVABLES	3,604,971	1,230,829
	INVENTORY	2,159,605	2,073,317
	PREPAIDS	1,339,500	1,493,214
	<b>TOTAL CURRENT ASSETS</b>	51,460,293	51,406,447
	PROPERTY, PLANT AND EQUIPMENT NET OF DEPRECIATION	54,569,898	58,277,583
	DEFERRED OUTFLOW OF RESOURCES		
	PENSION DEFERRED OUTFLOWS	5,486,127	5,486,127
	<b>TOTAL ASSETS</b>	<u>\$ 111,516,318</u>	<u>\$ 115,170,157</u>
<b>LIABILITIES:</b>			
	CURRENT LIABILITIES		
	ACCOUNTS PAYABLE	\$ 5,296,578	\$ 2,889,207
	ACCRUED PAYROLL	3,103,422	2,110,306
	OTHER CURRENT LIABILITIES	172,653	291,878
	<b>TOTAL CURRENT LIABILITIES</b>	8,572,653	5,291,391
	LONG TERM LIABILITIES		
	NET PENSION LIABILITY	27,978,114	27,978,114
	DEFERRED INFLOW OF RESOURCES		
	PENSION DEFERRED INFLOWS	2,478,091	2,478,091
	DEFERRED REVENUE- CARES ACT	175,213	2,711,391
	DEFERRED REVENUE- PENNINGTON FOUNDATION	945,571	-
	<b>TOTAL DEFERRED INFLOW OF RESOURCES</b>	3,598,875	5,189,482
	<b>TOTAL LIABILITIES</b>	40,149,642	38,458,987
<b>FUND BALANCE:</b>			
	NET POSITION	71,366,676	76,711,170
	<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<u>\$ 111,516,318</u>	<u>\$ 115,170,157</u>

# HUMBOLDT GENERAL HOSPITAL

## PRESENTATION OF CASH ACCOUNTS

May 31, 2021-- FISCAL YEAR 2021

ACCOUNTS FOR:	G/L ACCT. #:	LOCATION HELD:	ACCOUNT.#:	BALANCES:
Cash Drawers	10010	Safe/Business Office/Clinics	Cash Drawers(12)	2,275
General Fund Checking	10000	Wells Fargo Bank	3828	2,683,670
Tax Account	10005	Wells Fargo Bank	925	16,586
Payroll Checking	10010	Wells Fargo Bank	3836	(832,443)
General Fund Investment	10020	Wells Fargo Bank	6671	589,946
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	4,009
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,945
SNF Patient Trust	10035	Wells Fargo Bank	0021	30,364
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,914
Investment Trust	10030	Wells Fargo Bank	6500	10,623,842
LGIP Savings	10025	NV State Treasurer	#xxxGHO	10,790,647

**HGH TOTALS: 23,930,753**

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

**SUBMITTED & SIGNED:**

**Cory Burnett, CFO**

## PROFESSIONAL SERVICES AGREEMENT

---

This Professional Services Agreement (the "Agreement") is effective May \_\_, 2021 between **Humboldt County Hospital District dba Humboldt General Hospital** ("Hospital") and **Joseph B. Drew, M.D.** ("Physician").

### BACKGROUND

1. Hospital is a hospital district organized and operated pursuant to law. Hospital provides health care services in Winnemucca, Nevada, and the surrounding communities ("the Community"). Hospital operates a general acute-care hospital and associated clinics in the Community. Hospital and its clinics are collectively referred to as "Hospital".
2. Hospital seeks to ensure that Urology physician services are provided to its patients by contracting with Physician to provide such services as an employee of Hospital on the terms and conditions set forth in this Agreement.
3. Physician is qualified by licensure, education, experience and training to provide Urology physician services ("Physician's Specialty") in Nevada. Physician agrees to provide such services to and on behalf of Hospital on the terms and conditions set forth in this Agreement.

### AGREEMENT

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

1. **NATURE OF RELATIONSHIP.** Physician agrees to render the services pursuant to this Agreement as an employee of Hospital.
2. **COMMENCEMENT DATE.** Commencing no later than July 1, 2021 ("Outside Date"), Physician shall provide the services required by this Agreement. The date that Physician actually becomes a Hospital employee and commences providing services pursuant to Section 3 of this Agreement shall be the "Commencement Date."
3. **PHYSICIAN OBLIGATIONS.**
  - 3.1 **Physician Services.** Commencing on the Commencement Date, Physician shall provide clinical services that are reasonably and commonly within the scope of services provided by a physician practicing in Physician's Specialty consistent with Physician's licensure, training and privileges, including but not limited to examining patients; performing medical and surgical procedures; prescribing medication or treatment; conducting hospital rounds; consulting with other practitioners; providing call coverage for Hospital's emergency department; supervising advanced practice professionals and clinical support staff as requested by Hospital; etc. In addition to such clinical services, Physician shall also perform administrative and other duties related to Physician's clinical services and Hospital's operations as reasonably requested by Hospital or required by medical staff bylaws, rules, or policies, including but not limited to participation in Hospital's quality assurance, credentialing, peer review, strategic planning, education, community relations, compliance, and other activities. The services provided by Physician pursuant to this Agreement are collectively referred to as "Services".
  - 3.2 **Schedule / Call Coverage.** Physician shall provide Services on a part-time basis (i.e., approximately one (1) week per month), according to a reasonable schedule established by Hospital. Physician shall provide on-call, post-operative coverage during the one week per month Physician performs Services at Hospital. Physician shall remain available and respond immediately by phone and, if requested,

shall respond in person to Hospital within thirty (30) minutes of receiving a phone call, or such shorter time as stated in Hospital or medical staff bylaws, rules or policies.

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

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

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

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

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

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

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

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

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

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

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

(b) Physician is not subject to any contractual or other obligation that would prevent or interfere with Physician's ability to accept employment by Hospital or perform the Services required by this Agreement, or subject Hospital or Physician to liability due to Physician's employment or performance of Services pursuant to this Agreement.

(c) Physician has fully disclosed in writing any of the following that have occurred prior to execution of this Agreement: (i) any actual or threatened adverse action, investigation, disciplinary proceeding, limitation or restriction against Physician or Physician's privileges taken by any government or licensing agency, healthcare organization, medical staff, payer, or professional organization; (ii) any actual or threatened malpractice action, or other action against Physician arising out of or related to Physician's



practice of medicine; or (iii) any criminal complaint or charges, convictions, or pleas against or involving Physician. Physician understands and agrees that a misrepresentation or failure to disclose information requested in response to such inquiries shall justify immediate termination or avoidance of this Agreement by Hospital.

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

(e) Physician shall immediately notify Hospital if (i) Physician fails to fully satisfy any of the Qualifications or Representations and Warranties; (ii) Physician is or becomes the subject of any investigation, inquiry, allegation, claim or peer review activity by any governmental agency, professional society, healthcare facility, or healthcare payer; (iii) any claims or allegations are asserted against Physician by any entity relating to Physician's professional conduct or competence; (iv) Physician becomes aware of any acts, omissions, or other facts or circumstances that may result in liability to Hospital or affect Physician's ability to perform Services under this Agreement; and/or (v) any direct or indirect financial relationship between Hospital and Physician or any of Physician's family members as defined in 42 C.F.R. § 411.351 so as to allow Hospital to comply with regulations which prohibit billing for prohibited referrals. Failure to provide such notice shall be cause for termination of this Agreement by Hospital pursuant to Section 8.3, below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.7 Practice of Medicine.** This Agreement shall not be interpreted to dictate Physician's practice of medicine or interfere with the exercise of Physician's independent judgment in the practice of medicine consistent with quality patient care and subject to Hospital policies. Notwithstanding the foregoing, Physician understands that Hospital shall have the final authority over the acceptance or refusal of a person to receive Services and the amount of fees to be charged to such patients. Physician shall not refuse to treat persons or otherwise discriminate with respect to the quality of care rendered to a patient on the basis of race, national origin, religion, sex, age, disability, medical condition, or as otherwise prohibited by law.

**3.8 Outside Activities.** Physician agrees to devote his/her full professional time to the practice of medicine as an employee of Hospital pursuant to this Agreement. Physician agrees that he/she will not otherwise engage in the practice of medicine or perform professional services for or on behalf of any other entity without Hospital's prior written consent. Notwithstanding the foregoing, Physician may engage in teaching, writing, lecturing, or providing expert witness testimony on medical topics without Hospital's prior written consent, provided that such activities shall not interfere or conflict with the performance of Physician's duties or Services under this Agreement or expose Hospital to liability. Physician understands and agrees that the professional liability insurance provided by Hospital may not cover Physician's activities performed outside the scope of this Agreement.

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

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

ongoing productive, cooperative relationship with such additional practitioners for the furnishing of services to patients.

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

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

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

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

**4.1 Compensation.** In exchange for Physician's Services, Hospital shall compensate Physician as set forth in Attachment 1.

**4.2 Employee Benefits.** Physician shall be entitled to participation in Hospital's professional liability insurance. Physician's entitlement to such benefit shall be subject to the terms, conditions, and limits of the applicable policies and plans. Hospital retains the right to modify its employee benefits policies and plans at any time, which modification shall be binding on Physician.

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

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

**4.5 Referrals.** To the extent allowed by applicable law and regulations, including but not limited to 42 C.F.R § 411.354(d)(4) as it shall be amended, Physician shall be required to refer patients to Hospital or Hospital personnel for items or services related to Physician's Services, and Physician's compensation shall be conditioned on Physician's referrals to Hospital, provided that: (i) the requirement to make referrals to Hospital does not apply if the patient expresses a preference for a different provider, the patient's insurer determines the provider, or the referral is not in the patient's best medical interests in Physician's judgment; (ii) the requirement to make referrals does not apply to referrals for services that are unrelated to Physician's Services rendered pursuant to this Agreement; and (iii) neither the existence of this Agreement nor the amount of Physician's compensation is contingent on the number or value of the Physician's referrals to Hospital or Hospital personnel within the meaning of 42 C.F.R. § 411.354(d)(4)(vi).

#### **5. PROFESSIONAL FEES**

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

**5.2 Assignment and Power of Attorney.** Physician shall accept the assignment of benefits for all professional services rendered to patients who are beneficiaries under Medicare, Medicaid, or any other third-party payment program designated by Hospital. Physician hereby assigns and reassigns to Hospital the exclusive right to bill and receive payment from patients, third party payers, and other third parties for Physician's practice of medicine or performance of professional services. Physician hereby appoints Hospital as Physician's agent and grants Hospital his/her power of attorney to bill on behalf of Physician for all professional services performed by Physician; to obtain provider numbers on behalf of Physician; and to execute, deliver or endorse checks, applications for payment, insurance claim forms or other documents reasonably necessary for Hospital to secure payment for Physician's professional services. This power of attorney is coupled with an interest, is irrevocable and shall survive expiration or termination of this Agreement. This assignment and reassignment is intended and shall be interpreted to comply with the requirements of Medicare and any other relevant third-party payment programs. Physician shall execute any additional documents reasonably required by Hospital to accomplish the intent of this Section.

**6. PROFESSIONAL LIABILITY INSURANCE.** During the term of this Agreement, Hospital shall provide professional medical liability insurance covering Physician's Services performed pursuant to this Agreement subject to reasonable terms, conditions, exclusions and limitations. The insurance shall provide a minimum coverage of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, or such other amounts as required by Hospital's governing board. Hospital shall have the right to select the insurance company providing such coverage, which insurance may be provided through a policy issued to or covering Hospital or through Hospital's participation in a risk retention group. Hospital's obligation to provide insurance under this Agreement shall terminate if Physician becomes uninsurable, or if the rates charged for insurance covering Physician exceed 150% of the usual and customary rates charged for similar coverage for physicians in Physician's Specialty in Nevada with a good claims history. The insurance provided under this Section may not apply to services that Physician provides outside the course and scope of duties of this Agreement.

**7. TERM.** The term of this Agreement shall be three (3) years from the Commencement Date subject to earlier termination as provided in this Agreement. The Agreement shall automatically renew for successive one (1) year terms unless one party provides notice to the other party at least ninety (90) days prior to the end of the effective term.

**8. TERMINATION.**

**8.1 Termination Without Cause.** Either party may terminate this Agreement without cause at any time upon ninety (90) days prior written notice to the other party. At Hospital's election, Hospital may terminate the Agreement immediately without cause or relieve Physician of his/her duties to provide Services at anytime during the 90-day notice period, provided that Hospital shall pay to Physician the compensation that Physician would have otherwise been eligible to receive during the remaining portion of the 90-day notice period, subject to applicable withholdings. For purposes of calculating the compensation to which Physician would have been eligible to receive during the remaining portion of the 90-day notice period, Hospital shall use the average compensation, calculated on a daily basis, that Physician received during the 90 days immediately prior to the time that Hospital terminated Physician's employment or suspended Physician's duties. The average daily compensation shall be multiplied by the number of unexpired days remaining in the 90-day notice period to determine the amount owed by Hospital, less applicable taxes and withholdings.

**8.2 Termination With Cause.** Either party may terminate this Agreement for cause due to a material breach of the Agreement by the other party. In such cases, the non-breaching party shall give thirty (30) days prior written notice of intent to terminate due to a material breach. The breaching party shall have the opportunity to cure the breach during the 30-day time period. If the breaching party fails to cure the breach within the 30-day time period, the non-breaching party may terminate the Agreement at the end of the 30-day time period. Cause for termination shall include, but shall not be limited to, the failure of Physician to satisfy any of the Performance Standards required by this Agreement.

**8.3 Immediate Termination.** Hospital may terminate the Agreement immediately and without prior notice upon the occurrence of the following:

(a) Physician fails to satisfy fully the Qualifications or Representations and Warranties required by this Agreement.

(b) Physician repeatedly breaches one or more of the Performance Standards after having received, on at least two prior occasions, the notice and opportunity to cure the breach of the Performance Standard pursuant to Section 8.2, above.

(c) Physician dies or becomes disabled. To the extent allowed by law, Physician shall be deemed to be "disabled" if Physician fails or is unable to perform the Services required by this Agreement, with or without reasonable accommodation as defined and required by the Americans with Disabilities Act, for a total of ninety (90) days or more, regardless of whether such days are consecutive, during any twelve (12) consecutive months.

(d) Physician commits, is charged with, pleads no contest to, or is convicted of a felony or a crime of moral turpitude, or Physician engages in any other conduct in violation of any law or regulation involving moral turpitude or relevant to Physician's duties as a physician, the performance of Services, payment or reimbursement for Services, or operation of Hospital.

(e) Physician conducts himself/herself in a manner which Hospital determines to be unethical or fraudulent; jeopardizes the health or safety of patients or Hospital personnel; materially impairs the reputation or operations of Hospital; or exposes Hospital to liability.

(f) Physician uses alcohol, any drug, or otherwise abuses any substance, any of which materially impairs the ability of Physician to effectively perform Physician's Services under this Agreement or which endangers Physician, patients or other personnel. Physician hereby consents to examination and testing for use of alcohol or controlled substances upon Hospital's request consistent with Hospital's drug and alcohol testing policies.

(g) Physician misrepresents any facts in Hospital's application for employment, medical staff membership or privileges, or other credentialing or peer review process, or otherwise fails to disclose information required to be disclosed pursuant to this Agreement or Hospital's credentialing process.

(h) Physician engages in any other activity that would justify immediate termination under Hospital's compliance program or personnel policies.

**8.4 Obligations Relating to Termination.** Upon notice of and/or termination of the Agreement:

(a) Physician shall cooperate with Hospital in transferring the care of patients to other physicians or practitioners affiliated with Hospital, and taking such other action as reasonably requested by Hospital to ensure appropriate continuation of patient care and effective Hospital operations. Physician shall not notify patients of the termination unless and until the communication is authorized by Hospital. If requested by Hospital, Physician shall cooperate in developing and transmitting an appropriate notice to patients.

(b) Physician shall complete all medical records and other relevant records prior to or within twenty-four (24) hours after the effective date of termination. Physician's failure to complete required records shall be deemed a material breach of this Agreement, and subject Physician to damages for such breach, including but not limited to losses incurred by Hospital due to its inability to bill for Physician's Services.

(c) Physician's right to receive compensation and benefits shall immediately cease upon termination and Physician (or Physician's estate) shall be entitled to receive only those amounts earned or accrued, on a pro-rata basis, up to the date of termination, continuing health insurance coverage required by law, and benefits accrued under Hospital's retirement or pension plan consistent with the terms of such plan.

(d) Following termination, both parties shall take reasonable steps to cooperate with each other if requested by the other party in responding to an investigation, inquiry, claim or action arising out of or related to this Agreement or Physician's Services under this Agreement.

**8.5 Resignation of Privileges.** Unless otherwise agreed by the parties, termination of this Agreement shall automatically constitute a resignation of and shall terminate Physician's medical staff membership and privileges at Hospital. In such case, Physician shall not be entitled to the hearing or appeal process set forth in Hospital's medical staff bylaws or associated policies, and Physician hereby waives such process.

**9. RECORDS AND INFORMATION.** Physician understands and agrees that during the term of the Agreement and thereafter all documents obtained, reviewed, or generated by Physician in the course of performing Services under this Agreement shall belong to and remain the property of Hospital, including but not limited to medical records, images, billing records, or other documents related to Services rendered to patients; documents prepared in providing administrative Services; personnel and credentialing records; computer programs or databases; policies and procedures; protocols; operational reports; etc. Upon termination of this Agreement, Physician shall immediately return all such records in Physician's possession, whether in electronic or paper form, to Hospital. To the extent allowed by law, Physician shall be allowed to access records and obtain copies at his/her own expense as necessary to defend himself/herself from claims by third parties or for other purposes approved by Hospital.

## **10. CONFIDENTIALITY.**

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

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

**11. RESTRICTIVE COVENANT.** Physician acknowledges and agrees that Physician is a key employee of Hospital, and that the Restrictive Covenant set forth in this Section is necessary to protect Hospital's legitimate business interests. For purposes of this Section, the "Restricted Time" shall be during the term of this Agreement and for a period of eighteen (18) months after the termination of this Agreement, and the "Restricted Area" shall be within twenty-five (25) miles of Hospital.

**11.1 Non-Competition.** Physician shall not, within the Restricted Time and Restricted Area and without Hospital's express written consent, engage in the practice of medicine except as an employee of Hospital pursuant to this Agreement, or engage in, perform, or provide on behalf of any entity other than Hospital any of Physician's Services described in this Agreement, nor shall Physician establish, contract

with, have an ownership or investment interest in, or provide professional services to any entity or facility that competes with Hospital or otherwise provides the Services described in this Agreement.

**11.2 Non-Solicitation and Interference.** Physician shall not, within the Restricted Time and without Hospital's express written consent, attempt to or actually solicit, contract with, or otherwise induce any employee, contractor or vendor of Hospital to terminate their relationship with Hospital, or otherwise interfere with Hospital's relationship to such employee, contractor or vendor, except as authorized by Hospital in the performance of Physician's Services under this Agreement. Physician acknowledges and agrees that all patients for whom Services are provided by Physician during the term of this Agreement are patients of Hospital. Except as otherwise provided in Section 4.5 or as necessary for appropriate patient care, Physician shall not, within the Restricted Time and without Hospital's express written consent, attempt to or actually divert, solicit or otherwise induce any patient of Hospital to terminate their relationship with Hospital or otherwise interfere with Hospital's relationship to such patient.

**11.3 Scope of Restriction.** Physician agrees that this Section 11 is reasonable and necessary to protect the legitimate interests of Hospital, its patients, and its personnel, and that Hospital would be irreparably injured by Physician's breach of these obligations. If the scope or duration of any restriction is too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law. The restrictions are severable, and in the event a restriction is completely unenforceable, the other restrictions shall remain unaffected and shall be enforced.

**11.4 Injunction.** Physician agrees that in the event of any violation of these restrictions, Hospital shall be entitled to preliminary and permanent injunctive relief to prevent such breach without proof of actual damages and without the requirement of posting a bond. Hospital shall also be entitled to recover its attorneys' fees and costs incurred in seeking or obtaining an injunction. The injunction provided by this Section shall be in addition to, and not in lieu of, any other remedy that Hospital may seek as a result of damages caused by a violation of this Agreement, including but not limited to money damages resulting from injury to Hospital's reputation and loss of revenue.

**12. NOTICE.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person, by fax confirming receipt, or e-mail with confirmation of receipt; effective three (3) business days after mailing if mailed by first class mail, postage prepaid; or effective the next business day if delivered by overnight courier with charges prepaid, as follows:

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

If to Physician: Joseph B. Drew, MD  
1500 E. Second Street, Suite 300  
Reno, NV 89502  
josephdrew@we.com

or to such other address as either party shall have designated for notices to be given to him/her or it in accordance with this Section.

**13. ASSIGNMENT OF RIGHTS AND DUTIES.** Hospital may assign all of its rights and duties under this Agreement without recourse to any affiliate or to any entity that purchases all or substantially all of the operating assets of Hospital, provided that any such assignment shall not abrogate any compensation of Physician. Physician may not assign his/her rights or duties herein without the prior written consent of

Hospital. Any such assignment by Physician without the prior written consent of Hospital shall be null and void.

**14. GOVERNING LAW AND VENUE.** This Agreement shall be governed by, and construed and enforced in accordance with, Nevada law. Subject to Section 14, below, any action arising from this Agreement shall be brought in a Nevada court with jurisdiction over Humboldt County, or in the federal District Court of Nevada. The parties expressly waive the right to bring any legal action or claims in any other courts. The parties consent to venue of such action in Humboldt County, Nevada.

**15. ARBITRATION.** Except as to an action seeking an injunction pursuant to Section 11, the exclusive jurisdiction of which shall rest with a court of competent jurisdiction in the State of Nevada, any dispute arising out of or related to this Agreement shall be settled by arbitration in Humboldt County, Nevada. A judgment upon any award rendered may be entered in any court having jurisdiction over Humboldt County, Nevada. If the parties cannot agree on a single arbitrator, each party may appoint an arbitrator. The two appointed arbitrators shall appoint a third arbitrator. The arbitrators shall then hear the matter as an arbitration panel. The arbitration shall be administered under the guidelines issued by the American Arbitration Association, or such other rules as the parties may agree or the arbitrator(s) may impose to ensure the fair and efficient resolution of the dispute. The arbitrator(s) shall have power to award costs and reasonable attorneys' fees to the prevailing party.

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

**17. REMEDIES.** Except as otherwise provided in Section 11.5, nothing in this Agreement shall be construed as a waiver or limitation on Hospital's remedies against Physician due to Physician's material breach of the Agreement, including but not limited to equitable relief or damages due, e.g., to Physician's failure to timely create or maintain adequate documentation to support Physician's Services, provision of substandard care, violation of law or regulations, failure to provide required notice prior to termination, etc. Such relief may include but is not limited to lost revenue or costs incurred by Hospital due to Physician's failure to comply with the requirements of this Agreement. To the extent allowed by law, Physician hereby authorizes Hospital to offset any amounts owed by Physician to Hospital for such damages or losses from and against any amounts owed by Hospital to Physician.

**18. WAIVER.** Any waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision and shall not be effective at all unless in writing. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by either party, and such waiving party shall be free to reinstate any such term or condition, with or without notice to the other party.

**19. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to its subject matter, and supersedes any such prior agreement between the parties, whether written or oral.

**20. AMENDMENTS.** No change, addition, or amendment to this Agreement shall be made except by written agreement executed by both of the parties to this Agreement.

**21. SURVIVAL.** The provisions of this Agreement that are intended to survive the termination of this Agreement shall survive the termination of the Agreement, including but not limited to Sections 3.11, 8.4, 8.5, and 9-26.



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

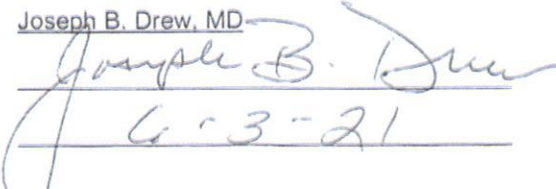
**23. CONFLICT WITH BYLAWS.** In the event of a conflict between this Agreement and the Hospital's medical staff bylaws or policies, this Agreement shall control.

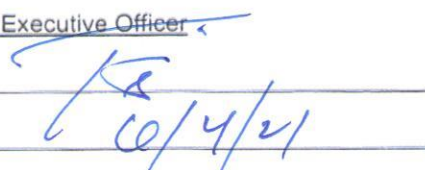
**24. NO THIRD-PARTY BENEFICIARIES.** The rights and obligations of each party to this Agreement shall inure solely to the benefit of the parties and not to any third-party. No third parties are intended to be the beneficiaries of this Agreement, and no third-party may rely on or enforce the terms of this Agreement.

**25. CONSTRUCTION.** The parties acknowledge and agree that they have both participated in the negotiation and drafting of this Agreement and have been represented by counsel of their own choosing or have declined to obtain counsel. This Agreement shall not be construed against one party more strictly than another.

**26. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original as against any party whose signature appears on the counterpart. This Agreement shall become binding when one or more counterparts, individually or taken together, bear the authorized signatures of all the parties.

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

PHYSICIAN: Name: Joseph B. Drew, MD  
Signature:   
Date: 6-3-21

HOSPITAL: Name: Tim Powers  
Title: Chief Executive Officer  
Signature:   
Date: 6/4/21

**ATTACHMENT 1:**

**COMPENSATION**

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

1. **Base Salary.** Beginning on the Commencement Date, Hospital shall pay to Physician a Base Salary in the amount of One Thousand Five Hundred Dollars (\$1500.00) per day ("Base Salary").
2. **On-Call.** Hospital shall pay Physician Eight Hundred Fifty dollars (\$850.00) per each day Physician is on call for the week Physician will be on site completing procedures.
3. **Payment.** Hospital shall pay the compensation according to Hospital's normal payroll period.

## ROI for Holmium Lumenis Pulse 100H Laser for Urology Cases at Humboldt Genera Hospital

The table below shows the most common procedures, billable rates as well as national and regional reimbursements.

I have taken the top ten procedures that would most likely be performed at HGH. If we did only 1 of these 10 procedures a month, we would be reimbursed approximately \$76,000. However, being conservative and estimating these cases were each performed 5 times a month, we would cover the cost of the laser in 3-6 months.

52204 Cystourethroscopy, with biopsy(s) \$1,793  
52214 Cystourethroscopy, with fulguration \$3,076  
52224 Cystourethroscopy, with fulguration or treatment of minor \$3076  
52234 Cystourethroscopy, with fulguration and/or resection of small bladder tumor(s) (0.5 - 2.0 cm) \$3,076  
52235 Cystourethroscopy, with fulguration and/or resection of medium bladder tumor(s) (2.0 – 5.0 cm) \$3,076  
52240 Cystourethroscopy, with fulguration and/or resection of large bladder tumor(s) \$4,414  
52005 Cystourethroscopy, with ureteral catheterization \$1,793  
52310 Cystourethroscopy, with removal of foreign body, calculus, or ureteral stent from urethra or bladder (separate procedure); simple \$1,793  
52332 Cystourethroscopy, with insertion of indwelling ureteral stent \$3,076  
52352 Cystourethroscopy, with ureteroscopy and/or pyeloscopy; with removal or manipulation of calculus \$3,076  
52353 Cystourethroscopy, with ureteroscopy and/or pyeloscopy; with lithotripsy \$4,414  
52356 Cystourethroscopy, with ureteroscopy and/or pyeloscopy; with lithotripsy including insertion of indwelling ureteral stent \$4,414

**Department:** Surgical Services

**Item Description:** Lumenis Pulse 100H. (pulsed holium laser)

**Justification:** Added Urology services to the OR.

- **Purpose:** Bladder tumors, Benign Prostatic Hyperplasia, Kidney Stones, Bladder Stones, Ureteral Stones, Strictures.
- **Other vendors considered/other quotes:** This laser is on our contract. This is the laser Saint Mary uses and Dr. Drew is familiar with. Boston Scientific is the consumable which are also on contract.
- **Return on Investment:**

**Cost to purchase:** \$131,800

**Other Costs:**

- **Service/Maintenance Agreement:**
- **Consumables – 47178.00**

**Request:** Dr. Drew

**Purpose:** For Urology procedures.

**Recommendation:**



# EQUIPMENT PURCHASE REQUEST

<b>Department:</b>	Surgical Services	
<b>Dept. Head Name:</b>	Janet Sturtz	
<b>Budget Year:</b>	20/21	
<b>Item Description</b> (please attach additional material/quote)	Lumenis Pulse 100H	
<b>Justification:</b>	Dr. Drew the urologist would like the Holman laser to perform, kidney, bladder and Urteral stone removals. Also for HoELP procedure to treat Benign Prostatic Hyperplasia and Bladder tumors.	
<b>Pricing:</b>	131800 plus cost of obtain 220 power in the OR.	
<b>Other vendors considered/additional quotes (please attach)</b>	Disposables are purchased through Boston Scientific that is on our contract and Dr. Drew uses this laser in Reno	
<b>Return on investment:</b>	Able to perform HoELP procedures and Stone removals in the OR	
<b>Consumables/Service Agreements:</b>	no	
Is this a capital purchase. Item cost is over \$5000	yes	Department Head Approval: <u>[Signature]</u>
GPO-Intalere pricing verified and contract is in place	yes	Senior Leader Approval: <u>[Signature]</u>
Does this purchase include computer software or may need a Cerner Interface. If yes, IT has been consulted:	no	CFO Approval: <u>[Signature]</u>
Is funding source from a grant. Federal Grants must follow the policies "Procurement Standards Using Federal Grant Funds"	no	CEO Approval: <u>[Signature]</u>

\*Equipment is standardized throughout the hospital - make sure your request matches like items

With the addition of a Urologist to the staff of Humboldt General Hospital the residents of Humboldt county will have options when seeking care. Presently residents of Humboldt county travel out of town for many urology procedures that with the addition of the Urologist and the right equipment they will be able to stay in Humboldt county and be treated at Humboldt General Hospital. The following procedures will be able to be performed with Holmium Laser.

- Bladder tumors
- Benign Prostatic Hyperplasia
- Kidney Stones
- Bladder Stones
- Ureteral Stones
- Strictures

Dr. Drew is planning on starting with one week a month providing care to Humboldt county residents with at least one surgery day. Many of the procedures that are performed can be done on an outpatient status and a few will require an overnight stay. The cost of the laser will be \$131,800 plus the expense of adding 220W power to the operating rooms. Depending on which cases are performed we are looking at about 11 cases to collect the revenue to cover the cost of the laser. The residents of Humboldt county will be able to save the expense and time that is needed to travel out of town for procedures that we will be able to perform at Humboldt General Hospital.

The Lumenis laser is on our intalere contract, is the laser that is used by Dr. Drew at St. Mary's and our disposal supplies are on contract through Boston Scientific for the Lumenis Pulse 100H.

Once the Lumenis is purchased it will be 3 to 4 weeks for delivery. Included in the purchase price is the laser training program that will be needed for the OR staff.



Quote No 202105-101357

QUOTE

Account Name	Humboldt General Hospital	Created Date	5/6/2021
Bill To	118 E Haskell St Winnemucca, Nevada 89445 United States	Expiration Date	6/30/2021
Ship To	118 E Haskell St Winnemucca, Nevada 89445 United States	Sales Person	Quan Truong
FOB Point	ORG	Sales Person Mobile	+1 4088352306
		Sales Person Email	<a href="mailto:quan.truong@lumenis.com">quan.truong@lumenis.com</a>
		National Account	INTALERE

Product Code	Product Description	Quantity	Standard Price	Contract Price	Extended Price
GA-1008944	<p>Lumenis Pulse™ 100H Pulsed holmium laser at 2,100 nm at an operation range of 5 to 53 Hz, and 0.2 - 3.6 joules for a total power of up to 100 Watts. Fiber optic port for urology, lithotripsy, gastroenterology, pulmonology, orthopedics, general surgery and other surgical procedures using holmium fiber delivery systems.</p> <p>Includes:            * Green aiming beam with adjustable intensity and blinking mode            * Color touch screen with an advanced user interface to allows for easy adjustment of all laser settings and includes presets, reports and additional advanced functions.            * Dual Foot Pedal – capable of lasing in 2 predefined laser settings and a Ready/Standby toggle button            * 2 spare Debris Shields (in the storage compartment at the back of the system)</p> <p>* 3 pair of safety glasses            * Operator manual CD            * Laser safety signage</p> <p>In-hospital laser training program for the O.R. nursing staff by a Lumenis Regional Education Manager (qualifies for up to 4.0 contact hours by ANA), must be used within 1 year of shipment.</p> <p>SYSTEM DOES NOT INCLUDE 220V PLUG, Customer is responsible to supply the 220 volt plug.            A Lumenis field service engineer will attach the plug to the system at the time of installation at your facility.</p> <p>ONE YEAR WARRANTY ON PARTS, LABOR AND TRAVEL            (Requires 208 volt, single phase, 30 amp power)</p> <p>• SIS fiber recognition technology. -</p>	1.00	USD 155,000.00	USD 129,900.00	USD 129,900.00

Total Contract	USD 129,900.00
Total Discount	USD 0.00
Total w/o Freight	USD 129,900.00
Total Freight:	USD 1,900.00



Quote No 202105-101357

Grand Total: USD 131,800.00

This Sales Quotation does not include taxes. Buyer is responsible for paying Lumenis all applicable taxes. All orders are subject to Credit Approval. Lumenis is required by law to collect applicable state sales tax. Any prices below list price may constitute 'discounts' in accordance with the provisions of 42 C.F.R. § 1001.952(h) (the discount safe harbor to the Anti-Kickback Law). If requested by governmental authorities, Customer is required to accurately report and provide information concerning any discounts, rebates or other price reductions provided by Lumenis pursuant to this sale.

This purchase order will be governed solely by the terms and conditions of the Agreement for Laser and Light-Based Equipment Contract VQ10355 between Lumenis, Inc., and Intalere, dated as of December 1, 2016, and all other terms and conditions contained in the following purchase order (other than the description of the equipment to be purchased as shown on the face of the purchase order) shall not apply and have no force or effect.

To Be Completed by Customer

PLEASE INDICATE TAX EXEMPT NUMBER IF APPLICABLE \_\_\_\_\_ FURNISH EXEMPTION CERTIFICATE.

To place an order a minimum of a 20% non-refundable deposit is required. This Sales Quotation does not include taxes. Buyer is responsible for paying Lumenis all applicable taxes.



Credit Card#: \_\_\_\_\_ Exact Name On Credit Card: \_\_\_\_\_

Credit Card Expiration Date: \_\_\_\_\_ Deposit in the amount of \$: \_\_\_\_\_

To Lumenis: We hereby authorize you or your agents to investigate our financial responsibility and credit worthiness and we will provide any financial information you deem necessary. If applicable, we authorize Lumenis to charge the referenced credit card. All orders are subject to Credit Approval. Lumenis is required by law to collect applicable state sales tax. Any prices below list price may constitute 'discounts' in accordance with the provisions of 42 C.F.R. § 1001.952(h) (the discount safe harbor to the Anti-Kickback Law). If requested by governmental authorities, Customer is required to accurately report and provide information concerning any discounts, rebates or other price reductions provided by Lumenis pursuant to this sale.

Certifications and Authorizations. Federal (USA) law restricts (and state law may restrict) the Equipment to sale by or on the order of a physician, dentist, veterinarian or other practitioner licensed in the state in which the Equipment is used or ordered (a "Prescribing Practitioner"). Buyer and Buyer's Prescribing Practitioner are solely responsible for the use and operation of the Equipment in accordance with all applicable laws and regulations, and medical and treatment guidelines, and for ensuring that each operator of the Equipment is adequately trained and qualified to use and operate the Equipment safely and properly and to perform medical procedures in accordance with such laws, regulations and guidelines. Lumenis makes no representations or warranties regarding federal, state or local laws or regulations, or medical or treatment guidelines that may apply to the use and operation of the Equipment. Use of the Equipment may involve certain risks of injury to patients. Buyer and Buyer's Prescribing Practitioner are solely responsible for ensuring that patients are informed of these risks. Improper use of the Equipment may increase the risk of injury to patients. Buyer and Buyer's Prescribing Practitioner are solely responsible for contacting state and local licensing agencies regarding requirements applicable to the use and operation of the Equipment. Buyer is responsible for timely obtaining all necessary certifications, authorizations, permits, licenses, approvals and consents required in connection with the purchase and use of the Equipment in the State in which Customer is located and in the State in which the Equipment is used. Lumenis relies on Buyer's commitment to fulfill such obligations, including any special certifications that may be required by the FDA.

Buyer or Buyer's Representative: \_\_\_\_\_ Lumenis Sales Representative: \_\_\_\_\_  
(Signature) (Signature)

Name: \_\_\_\_\_ Lumenis Sales Representative: \_\_\_\_\_  
(Printed Name) (Printed Name)





Quote No 202105-101357

Title: \_\_\_\_\_ Requested Delivery Date: \_\_\_\_\_

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

Buyer signature above agrees to the purchase of the Lumenis Sales Quotation (the "Quote") then this Purchase Agreement (this "Agreement") shall be a binding contract for the purchase and sale of the products and/or services described in the Quote (collectively, the "Equipment").

**Customer Information/ Credit Application**  
To be Completed by Customer ( Required)

<b>Business Information</b>	<b>Legal Business Name</b>				<b>Phone Number</b>		
	<b>Address</b>			<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Years in Business</b>
	<b>Owner Name</b>			<b>Social Security Number</b>		<b>Federal Tax ID Number</b>	
	<b>Billing Address (if different than above)</b>			<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Practice Specialty</b>
	<b>Billing Contact Name (Accounts Payable)</b>			<b>Email Address</b>	<b>Phone Number</b>	<b>Place (State) of Formation:</b>	
	<b>Business Structure:</b> <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Non-profit <input type="checkbox"/> Partnership <input type="checkbox"/> Other						

<b>Installation</b>	<b>Ship to/ Installation Address (if different than above)</b>			<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Install Contact Name</b>	<b>Training Contact Name</b>
	<b>Primary Office Contact Name</b>			<b>Email Address</b>	<b>Cell Phone Number</b>		<b>Install Contact Email</b>	<b>Training Contact Email</b>
	<b>Primary Physican Name</b>			<b>Email Address</b>	<b>Phone Number</b>		<b>Install Contact Phone #</b>	<b>Training Contact Phone #</b>



**If financing your purchase, please complete the below section**

<b>Payment Terms</b>	<b>Requested Payment Terms:</b> <input type="checkbox"/> Cash/ Net 30 <input type="checkbox"/> Financing If financing, would you like the 20% down payment applied to the financing contract? <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>Financing Payment Frequency:</b> <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Other (specify) Other:	<b>Financing Payment Term:</b> <input type="checkbox"/> 12Months <input type="checkbox"/> 24 Months <input type="checkbox"/> 36 Months <input type="checkbox"/> 48 Months <input type="checkbox"/> 60 Months
----------------------	---	--	---

Notice the federal equal credit opportunity act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, Sex, Marital status, age (provided the applicant has the capacity to enter into a binding contract) because all or part of the applicant's income derives from any public Assistance program; or because the applicant has in good faith exercised any right under the consumer credit protection act. The federal agencies that administer Compliance with this law concerning the lessor are the bureau of consumer financial protection, 1700 g street NW, Washington d.c. 20006 and the federal trade commission, Equal credit opportunity, Washington d.c. 20580. Applicant hereby authorize lumenis inc. And/ or lessor or any credit bureau or other investigative agency employed by lessor to investigate the references herein listed or Statements or other data obtained from me or from any other person pertaining to my credit and financial responsibility. All orders are subject to credit approval.

Authorized Signor: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



Quote No

202105-101357

# Lumenis® Pulse™ 100H

Versatile

Powerful

Reliable



# Versatile and Powerful



## High Efficiency for HoLEP and Stone Treatment

### 100W of power for effective HoLEP procedures

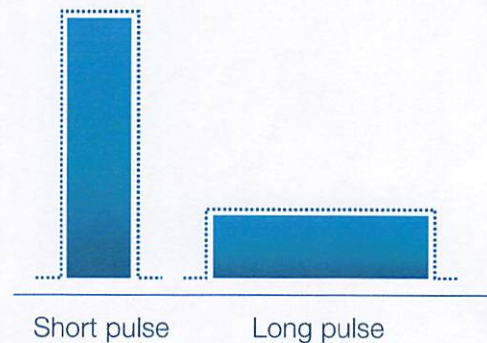
- Usage of high power to reduce procedure time<sup>1</sup>
- Over 15 years of clinical evidence have made HoLEP the right choice for Urologists and patients worldwide
- HoLEP is recommended by the AUA for BPH<sup>2</sup>. Among its advantages are a low reoperation rate, and wide patient applicability<sup>2,3</sup>. Compared with alternative treatment options for BPH, HoLEP has a major advantage in efficacy and safety<sup>3-7</sup>

### Stone-Dusting™

Stone-Dusting Lithotripsy is very efficient at pulverizing stones of any size and type. Clinical evidence suggests that stone dusting may reduce the need for basket extraction thereby reduce possible complications associated with the routine use of ureteral access sheaths<sup>8</sup>. The low energy per pulse applied in dusting typically minimizes retropulsion.

### Embedded homeostasis capabilities

Pulse reshaping technology is designed to better address bleeding and retropulsion.



### References

1. Kelly DC, Das A. Can J Urol. 2012 Feb;19(1):6131-4
2. American Urological Association Guideline: Management of Benign Prostatic Hyperplasia (BPH), 2010
3. John Michaluk, David Tzou, Joel Funk: HoLEP: the gold standard for the surgical management of BPH in the 21st Century Am J Clin Exp Urol 2015;3(1):36-42
4. Ehab A. Elzayat, Enmar I. Habib, and Mostafa M. Elhitlali: Holmium laser enucleation of the prostate: a size-independent new "gold standard" urology 66 (Supplement 5A), November 2005
5. Gillling PJ et al, Long-term results of a randomized trial comparing holmium laser enucleation of the prostate and transurethral resection of the prostate: results at 7 years. BJU Int 2012; 109(3): 408-11.
6. Elmansy H et al, Holmium Laser Enucleation Versus Photoselective Vaporization for Prostatic Adenoma Greater than 60 ml: Preliminary Results of a Prospective, Randomized Clinical Trial. J Urol 2012; 188: 216-221.
7. Ahyai S et al, Holmium Laser Enucleation versus Transurethral Resection of the Prostate: 3-Year Follow-Up Results of a Randomized Clinical Trial. Eur Urol 2007; 52(5):1456-63.
8. Galina Gagin, Duncan Morhardt, John Hollingsworth and Khurshid Ghani, Stone dusting: Outcomes of ureteroscopic lithotripsy using a multi-cavity high-power holmium laser. Abstract# 16-4424 AUA conference 2016

# Reliable

Legacy 100W Lumenis holmium technology used in thousands of procedures around the world for over 15 years

*Case Saver* mode allows the surgeon to complete the procedure in the event of system malfunction

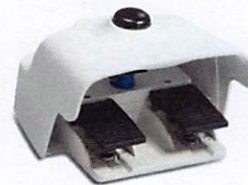
## Ease of Use

### Innovative design and GUI

An intuitive GUI with a touch screen allows for the tracking of accumulated energy during the procedure and double settings are controlled by the systems' dual pedals.

### Customizable dual pedals

Allows for easy switching between laser settings during procedure. This feature might be applied for having one pedal dedicated for hemostasis in order to address bleeding faster and more efficiently.



## Validated with Lumenis® Range of Delivery Devices

- SlimLine™ family of fibers: Are designed for durability, flexibility and versatility in urological procedures
- SlimLine™ 200 D/F/L ultra-flexible fiber: Is designed for flexible ureteroscopy procedures



# Lumenis® Pulse™ 100H

## Technical Specifications

Parameter	Value
Wavelength	2.1 µm
Max Optical Power	100 W
Max Repetition Rate	53 Hz
Pulse Energy	0.2-3.5 J
Aiming Beam	Green. Three intensity settings.
Pulse Width	Adjustable (Short, Long)
Smart Identification System (SIS)	YES
Dual Pedal Footswitch	YES
User friendly GUI - two working modes simultaneously	YES
Electrical	230V, 60Hz, 30A / 230V, 50Hz, 32A
Cooling	Self-contained water-to-air heat exchanger
Dimensions [W / L / H]	46 x 91 x 99 cm / 18 X 36 X 39 inch
Weight	200 kg (441 lbs.)
Delivery systems	Lumenis reusable and single use delivery systems
Warranty	One year parts and labor

### A wide range of treatment options, including:


- Benign Prostatic Hyperplasia
- Kidney stones
- Bladder stones
- Ureteral stones
- Strictures
- Bladder tumors
- Biliary stones
- Gastroenterology procedures
- Orthopedic procedures
- ENT procedures
- Thoracic & Pulmonary procedures
- Gynecology procedures
- Dermatology and plastic surgery

### Risk information

The use of the Lumenis Pulse 100H in urology is contraindicated for patients who are unable to receive endoscopic treatments or are intolerant to prolonged anesthesia, as well as for resection or excision of large vascularized organs.

Holmium lasers are intended solely for use by physicians trained in the use of the Ho:YAG (2.1 µm) wavelength. Incorrect treatment settings can cause serious tissue damage. The laser should be used only on tissues that are fully observable.

See the system user manual for a complete list of contraindications and risks.

 Lumenis Ltd.  
Yokneam Industrial Park  
6 Hakidma Street P.O.B. 240  
Yokneam 2069204, Israel  
Tel: +972-4-959-9000

 Lumenis (Germany) GmbH  
Heinrich-Hertz-Str 3 D-63303  
Dreieich-Dreieichenhain  
GERMANY  
Tel: +49 (0) 6103 8335 0

**AMERICAS**  
San Jose, CA, USA  
T +1 408 764 3000  
+1 877 586 3647  
F +1 408 764 3999

**EMEA**  
Dreieich Dreieichenhain,  
Germany  
T +49 6103 8335 0  
F +49 6103 8335 300  
Roma (RM), Italy  
T +39 06 90 75 230  
F +39 06 90 75 269  
Hertfordshire, UK  
T +44 20 8736 4110  
F +44 20 8736 4119

**JAPAN**  
Tokyo, Japan  
T +81 3 4431 8300  
F +81 3 4431 8301

**ASIA / PACIFIC**  
Beijing, China  
T + 86 10 5737 6677  
Gurgaon, India  
T + 91 124 422 07 95  
Kowloon, Hong Kong  
T + 852 217 428 00  
F + 852 272 251 51



© 2017 All Rights Reserved. The Lumenis Group of Companies.  
PB-2007615 Rev B



# Lumenis Holmium Laser

LUMENIS PULSE 100H



## Versatile and Powerful

### High Efficiency for HoLEP and Stone Treatment

100W of power for effective HoLEP procedures

- ✓ Accelerated Enucleation Rate
- ✓ Over 15 years of clinical evidence have made HoLEP the right choice for Urologist and patients worldwide
- ✓ HoLEP is recommended by the AUA for BPH. Among its advantages are a low reoperation rate and wide patient applicability.

### Stone-Dusting

Stone-Dusting Lithotripsy is very efficient at pulverizing stones of any size and type. Clinical evidence suggest that stone dusting may reduce the need for basket extraction thereby reduce possible complications associated with the routine use of ureteral access sheath. The low energy per pulse applied in dusting typically minimizes retropulsion.

### Embedded homeostasis capabilities

Pulse reshaping technology is designed to better address bleeding and retropulsion.





A wide range of treatment options, including:

- ✓ Benign Prostatic Hyperplasia
- ✓ Kidney stones
- ✓ Bladder stones
- ✓ Ureteral stones
- ✓ Strictures
- ✓ Bladder tumors

# Lumenis Pulse 100H Pricing

## Lease with option to own

- ▶ Capital Lease
- ▶ 36 payments of \$3932      \$141,552
- ▶ 48 payments of \$3017      \$144,816
- ▶ 60 payments of \$2469      \$148,140
  
- ▶ At end of lease purchase equipment for \$1.

## Purchase outright

- ▶ Standard price \$155,000
- ▶ Intalere contract pricing 129,900
- ▶ Freight \$1900
- ▶ Wiring for the OR 220w      131,800
  
- ▶ Wiring for 220w in the OR      \$5xxxx

**Department:** EMS

**Item Description:** (2) Dodge Ram 2500 Tradesman Command Vehicles

**Justification:**

- **Purpose:** EMS employs command vehicles for a variety of purposes: community paramedic visits, secure care (psychiatric) transports, courtesy rides, pulling of trailers (HAZMAT, Mobile Hospital, SORT, and Car Seat), supervisor response to scenes, and travel to meetings and training.
- **Other vendors considered/other quotes:** Rackley Dodge. Vehicles purchased at the state rate, so acquisition cost for the vehicle is the same. Rocky Mountain Emergency Vehicles (RMEV) also upfits the vehicle with necessary emergency equipment, radios, etc. Other vendors do not offer this service. We are hoping to use RMEV as Single/Sole Source for fleet needs. RMEV is only company that provides ambulances, command vehicles, incident management command centers, trailers, support vehicles and rescue equipment. Additionally, they offer full scope capability: design, engineering, purchase, construction, warranty, and repair, along with integrating radio, communication, and data needs.
- **Need: EMS fleet is aging.** Command vehicles in fleet have been acquired as used vehicles and have been used extensively. Vehicles are past end of life and multiple vehicles are having mechanical issues preventing use in patient care and/or where cost of repair exceeds vehicle value. See attached document with command vehicle details.

**Cost to purchase:** \$49,522 (each). Lease options also available.

**Other Costs:**

- **Service/Maintenance Agreement:** Vehicles will be under warranty. Routine service and maintenance will be performed in-house under regular fleet maintenance plan.
- Consumables: None.

**Request:** Purchase/Lease two Dodge Ram 2500 fully upfitted command vehicles from RMEV. Seeking approval to place order for FY22, and to start to production process to continue meeting needs of community.

**Budget:** FY22 Capital Budget included two command vehicles and two ambulances. This request is fully budgeted in FY22.

## EMS & Rescue Command Vehicle List

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Mileage</b>	<b>Designation/Use</b>	<b>Operational Status</b>
2006	Ford	Expedition	260,000	Secure Car	Compression on 2 cylinders--replace
2008	Chevy	Tahoe	161,352	Community Paramedic	Electrical Issues-random loss of power-replace
2009	Ford	Crown Vic	201,347	Secure Car/Back up CP	Fully operational
2017	Ford	Explorer	36,551	Admin Response	Fully operational
2017	Dodge	3500	33,548	Supervisor	Fully operational



## Humboldt General Hospital Administrator Trucks

RAM 2500 Crew Cab 4x4 5.7L Hemi Gas Engine Tradesman administration trucks - \$35,098 acquisition cost and \$14,424.00 in up-fitting from RMEV.

CASH PRICE:  $\$35,098 + 14,424 = \$49,522$

RAM 2500 Crew Tradesman 5.7L Hemi	3 Year Lease Term \$21,000 Residual	4 Year Lease Term \$18,000 Residual	5 Year Lease Term \$15,000 Residual
Residual Value Lease	\$11,356/Annual (\$974/month)	\$9,690/Annual (\$831/month)	\$8,661/annual (\$743/month)

\*Pricing is based on 2021 model year.

Money made above the residual value at resale of returned vehicles will be returned to customer as revenue.

Mike Peterson  
Assistant Vice President  
Government Leasing Specialist



435.999.0455 (mobile)  
917 West 600 North Suite 103  
Logan, UT 84321

<b>Humboldt General Hospital</b>	
<b>RAM 2500 Tradesman 4x4</b>	
<b>4/14/2021</b>	
EMPSA05C3-8	mpower® Fascia 4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 36 LED, Tricolor - Red/Blue/White Mounted in grill.
PMP5ABKDGAJ	90° Adjustable Mount Bracket for mpower® Fascia 4x2 Lights (each)
EMPS2STS5RBW	mpower™ 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tri Color - Red/Blue/White for windshield
PMP2WSSSB	4" MPower Shield Black
EMPS2STS4J	mpower™ 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue Mounted in rear window and under tail gate
PMP2WSSSB	4" MPower Shield Black
ETHFSS-SP-ISO	Isolated Solid State Select-a-Pattern Headlight Flasher
C3RNR-72R-BWRW	72" Liner Perimeter Bar, Right Wire Exit, for Running Boards, Tailgates, Red/White, Blue/White
C3RNR-72L-BWRW	72" Liner Perimeter Bar, Left Wire Exit, for Running Boards, Tailgates, Red/White, Blue/White
ETFBSSN-P	Flashback 100% Solid State
ELUC3H010B	Universal UnderCover Screw-In LED Insert Single Light Kit, 9-32 Vdc w/ 10' 5-wire harness: includes insert, Lens #1 (Extreme Angle) & Inline Flasher – Single Color Blue Mounted in Reverse Lights
ETSA461HPP	400 Series 100 Watt Handheld Siren
717-06	6" Pana Vise
C-AS-840-11	8" Angled Series Console For Light Trucks & SUV's
C3900U	C3900 Series 100 Watt Slimline Speaker
PDU-09SS	Power Distribution Unit provides single 30A output and up to 30 additional outputs divided into Battery (8), Ignition (5) and Timed (5) in Group 1 and (120 in Group 2. LED fuse indicators on outlets, Digital Display
PVIB2	Fuse Holder Bracket
MRCB80	HI AMP Manual Reset 80 Amp Circuit Breaker
46095	Power Relay Module
GP-IN2148	GPSD+/C29/C32/C23/CABLES KIT
AFM-835	ANTENNA MOULDED FLEXI- 762-870MHZ
425-3816	Magnetic Mic Clip - Single Pack
C-MCB	Mic Clip Bracket

Misc.- Radio XL200M	XZ-MPM1M - Harris XL200M Transceiver
Misc.- Radio XL200M	XZ-CP6A - Control Unit - XL-CH
Misc.- Radio XL200M	XZ-MC6A - Microphone - XL-CH
Misc.- Radio XL200M	XZ-MA4A - Mount Kit - Mobile, Control Head - Universal
Misc.- Radio XL200M	XZ-MZ4C - Mount - Control Head 2 - XLCH
Misc.- Radio XL200M	XZ-CA6D - Power - XLCH - Control Head 2
Misc.- Radio XL200M	XZ-CA6A - Control Cable - 4.5M - Control Head 2
Misc.- Radio XL200M	XZ-CA6F - Cable Interface - External Speaker
Misc.- Radio XL200M	XZ-LS6A - Speaker - External
Misc.- Radio XL200M	XM-AN7G - Antenna - Multiband - Heavy Duty
Misc.- Radio XL200M	XZ-PL4J - Feature - Frequency VHF
Misc.- Radio XL200M	XZ-PL4L - Feature - Frequency UHF
Misc.- Radio XL200M	XZ-P25ED - Feature - P25, EDACS
Misc.- Radio XL200M	XZ-PL4U - Feature - Single Key DES - No Cost
Misc.- Radio XL200M	XZ-PL8Y - Feature - Encryption Lite - No Cost
Misc.- Radio XL200M	XZ-PL9E - Feature - Single Key AES - No Cost
Misc.	Ultra Flex Tonneau Cover Matte Black (Will not fit with RAM Box) 76.3"
Install Kit	Installation Materials
Install Labor	Install LEDs in Grille, LEDs in Windshield, LEDs in Rear Window, Headlight Flasher, Side Runner LEDs, Taillight Flashback, Reverse Light Inserts, Under tail gate LEDs , Install radio console, with Siren/Light Controller mounted off panavise, Siren Speaker, Power Distribution Unit, Relay, Circuit Breaker, New Radio/Coax/Antennas, magnetic mic clip and bracket.