

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

August 24, 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-AMENDED

MEETING DATE: Tuesday August 24, 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 IS VIA REMOTE TECHNOLOGY
SYSTEMS (TELECONFERENCE OR VIDEOCONFERENCE)
THE ATTENDANCE FOR MEMBERS OF THE GENERAL PUBLIC AT THE PHYSICAL
LOCATION IS TEMPORARILY RESTRICTED IN AN EFFORT TO ENSURE THE SAFEST
POSSIBLE ENVIRONMENT FOR HOSPITAL PATIENTS AND STAFF DURING THE COVID PANDEMIC
THE TELECONFERENCE AND VIDEOCONFERENCE ACCESS INSTRUCTIONS APPEAR BELOW**

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

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

A. CALL TO ORDER

B. PUBLIC COMMENT

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

C. 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) Employee satisfaction survey/HR update – Angela Giese
 - c) Columbia presentation – Jim Hawkins-Ann Hawkins
 - 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 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: July 27, 2021.

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2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Joseph Drew, MD, Provisional-Urology; Alban De Schutter, MD, Provisional-Cardiology; Vivek Agrawal, MD, Provisional-Orthopedics; Dominic DiPrinzio, DO, Provisional-Emergency Medicine; Raj Patel, MD, Provisional-Emergency Medicine; Samantha Swanson, PsyD, Allied Health Professionals-Psychology; Keiron Kennedy, MD, Consulting-Teleradiology; Christine Lamoureux, MD, Consulting-Teleradiology; Jennifer Kim, MD, Consulting-Teleradiology; Shwan Kim, MD, Consulting-Teleradiology; Brittani Smith, MD, Active-Family Practice/OB; John Gull, DO, Provisional-Otolaryngology; Anthony Sciascia, MD, Active -Emergency Medicine; and, Robert Leckie, MD, Consulting-Radiology.

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
3. Budget information review

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 / presentation and proposal to establish a sliding fee scale policy for the Rural Health Clinic / CEO-Administration
2. Hospital Administration / request to approve professional services employment contract for Trenton Argyle, MD to provide family practice services / Administration
3. Hospital Administration / request to approve professional services employment contract for Jeffrey Meter, MD to provide orthopedic services / Administration
4. Hospital Administration / request for approval to proceed with lab expansion and oncology infusion clinic / Administration
5. Hospital Administration-Respiratory / request for approval to purchase pulmonary function testing machine for respiratory therapy department / Respiratory Manager-Administration
6. Hospital Administration-Anesthesia / request for approval to purchase ultrasound machine for anesthesia department / Anesthesia Manager-Administration
7. District Administration / review and evaluation of: (i) the performance of Timothy Powers as hospital administrator and chief executive officer; and, (ii) the progress of Timothy Powers in meeting the goals and objectives of the hospital administrator and chief executive officer position / proposals, terms and conditions of the continued employment or separation from employment of Timothy Powers as hospital administrator and chief executive officer / Board of Trustees

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

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

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

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or printed for entry into the meeting record; (ii) telephone dialing 1-646-749-3122 and using access code 368-086-437; or, (iii) entering the following link <https://global.gotomeeting.com/join/368086437> in a web browser.

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

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

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



August 24, 2021

Board of Trustees
 Ref: Medical Staff Meeting

The following Medical Staff Appointment, Reappointment, and Provisional privilege files were reviewed and approved by Medical Staff on August 17, 2021:

Provisional:

- | | |
|-------------------------|--------------------------------|
| • Joseph Drew, MD | Provisional-Urology |
| • Alban De Schutter, MD | Provisional-Cardiology |
| • Vivek Agrawal, MD | Provisional-Orthopedics |
| • Dominic DiPrinzio, DO | Provisional-Emergency Medicine |
| • Raj Patel, MD | Provisional-Emergency Medicine |

Appointment:

- | | |
|---------------------------|--|
| • Samantha Swanson, PsyD | Allied Health Professionals-Psychology |
| • Keiron Kennedy, MD | Consulting-Teleradiology |
| • Christine Lamoureux, MD | Consulting-Teleradiology |
| • Jennifer Kim, MD | Consulting-Teleradiology |
| • Shwan Kim, MD | Consulting-Teleradiology |
| • Brittani Smith, MD | Active-Family Practice/OB |

Reappointment:

- | | |
|------------------------|----------------------------|
| • John Gull, DO | Provisional-Otolaryngology |
| • Anthony Sciascia, MD | Active-Emergency Medicine |
| • Robert Leckie, MD | Consulting-Radiology |

Below details additional information on each Medical Staff file:

- **Joseph Drew, MD** earned his Doctor of Medicine from the Autonomous University of Guadalajara in 1981 and completed his Fifth Pathway program with the University of California Irvine in 1982. Dr. Drew completed his internship and Urology residency with the Medical College of Wisconsin from 1982 to 1987. He is currently board certified in General Urology through the American Board of Urology with his initial certification in 1990. Dr. Drew has been practicing as a Urologist in Nevada since 1992 and was most recently working with Urology Nevada. Dr. Drew will be joining Humboldt General Hospital to provide urology services.
- **Alban De Schutter, MD** earned his Doctor of Medicine from Ross University School of Medicine in December 2009. Dr. De Schutter completed his Internal Medicine residency with Cleveland Clinic Foundation from 2010 to 2013, his Cardiology fellowship with John Ochsner Heart and Vascular Institute from 2013 to 2016, and his Interventional Cardiology fellowship with New York University from 2016 to 2017. Dr. De Schutter currently holds three board



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certifications through the American Board of Internal Medicine: Internal Medicine since 2013, Cardiovascular Disease since 2016, and Interventional Cardiology since 2017. He has worked as a Locum Tenens provider and has most recently been working in Nevada with Carson Tahoe Regional Medical Center and Northeastern Nevada Regional Hospital. Dr. De Schutter will be joining Humboldt General Hospital as a provider for our new Cardiology Clinic with Dr. Zia Khan.

- **Vivek Agrawal, MD** earned his Doctor of Medicine from Indiana University School of Medicine from 1990 to 1994. Dr. Agrawal completed his Orthopedic Surgery residency with Indiana University School of Medicine from 1994 to 1999 and his Shoulder and Knee Arthroscopy fellowship with California Pacific Medical Center from 2000 to 2001. He also had two visiting clinical fellowships; one in France and one in Switzerland. Dr. Agrawal is board certified on General Orthopaedics through the American Board of Orthopaedic Surgery; he earned his initial certification in 2003. He also holds a current ACLS certification. Dr. Agrawal has been practicing since 1999 and has worked at both hospitals and orthopedics specialty clinics. Dr. Agrawal is joining Humboldt General Hospital through Synergy to provide Orthopedic coverage and will be filling the open position from Dr. Kroner's retirement. He is scheduled to work in mid-September.
- **Dominic DiPrinzio, DO** earned his Doctor of Osteopathic Medicine from Arizona College of Osteopathic Medicine in 2017. Dr. DiPrinzio completed his Emergency Medicine Residency with the UNLV School of Medicine from 2017 to 2020. Dr. DiPrinzio has passed the written portion of the boards and is scheduled to take the oral portion in the fall through the American Board of Emergency Medicine. He holds current ATLS, BLS, and PALS certifications. Dr. DiPrinzio began working with TeamHealth in the Las Vegas area providing ER coverage in August 2020. Dr. DiPrinzio will be joining Humboldt General Hospital through Envision to provide ER coverage. He was granted temporary privileges in Emergency Medicine on July 27, 2021 and was scheduled for his first shift on August 7, 2021.
- **Raj Patel, MD** earned his Doctor of Medicine from the Medical University of Silesia, Poland from 2009 to 2013. Dr. Patel completed his Family Medicine residency with the University of Kentucky, Hazard from 2013 to 2016. Dr. Patel is board certified in Family Medicine through the American Board of Family Medicine; initially certified in 2016. Dr. Patel also holds current ATLS, PALS, and ACLS certifications. He has been practicing as a Hospitalist and Emergency physician in Kentucky, Arizona, and Nevada since 2016; mainly as an EM Physician. Dr. Patel will be joining Humboldt General Hospital through Envision to provide coverage in our ER. His first shift is scheduled for August 29, 2021.
- **Samantha Swanson, PsyD** earned her Doctor of Psychology in Clinical Psychology from the California School of Professional Psychology at Alliant International University in July 2019. Dr. Swanson completed her doctoral internship in Clinical Psychology with Sutter Health-Sutter Center for Psychiatry from 2018 to 2019. She also completed her post-doctoral fellowship in Clinical Psychology with Sutter Health-Sutter Center for Psychiatry from 2019 to 2020. Dr. Swanson holds current BLS certification. Dr. Swanson has supervised clinical experience, teaching experience, and supervision experience. She has been working as a staff psychologist with Sutter Center for Psychiatry since September 2020. Dr. Swanson will be joining Humboldt General Hospital as a provider with Dr. Coard's Behavioral Health group and has an anticipated start of late August.



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- **Keiron Kennedy, MD** earned his Doctor of Medicine from the University of South Carolina School of Medicine in 2005. He completed his General Surgery internship with Greenville Hospital System University Medical Center from 2005 to 2006. Dr. Kennedy completed his Diagnostic Radiology residency with Vanderbilt University Medical Center from 2009 to 2013. He is current board certified through the American Board of radiology in Diagnostic Radiology. He has worked as a Radiologist in the United States Air Force and for Virtual Radiologic Services, LLC (vRAD). Dr. Kennedy has been with vRAD since 2015 and will be joining Humboldt General Hospital through vRAD to provide teleradiology services.
- **Christine Lamoureux, MD** earned her Doctor of Medicine from the University of Vermont in 1997. She completed her Family Medicine internship with the University of Colorado Denver, School of Medicine from 1997 to 1998 and her Radiology Residency from 1998 to 2002. Dr. Lamoureux then completed a Musculoskeletal Imaging fellowship with the University of California, San Diego from 2002 to 2003. Dr. Lamoureux holds a current board certification in Diagnostic Radiology through the American Board of Radiology. She has been practicing as a Radiologist since 2003 and has been with Virtual Radiologic Services, LLC (vRAD) since 2010. She will be joining Humboldt General Hospital through vRAD to provide teleradiology services.
- **Jennifer Kim, MD** earned her Doctor of Medicine from SUNY Downstate Medical Center in New York in 1996. She completed her Internal Medicine internship with Mount Sinai School of Medicine from 1996 to 1997 and her Diagnostic Radiology Residency with Yale New Haven Hospital from 1997 to 2001. Dr. Kim also completed a Musculoskeletal Radiology fellowship with Beth Israel Deaconess Medical Center from 2001 to 2002. Dr. Kim holds a current lifetime board certification in Diagnostic Radiology through the American Board of Radiology; this was earned in June 2001. Dr. Kim has been working as a Radiologist since 2002 and has been with Virtual Radiologic Services, LLC (vRAD) since 2016. She will be joining Humboldt General Hospital through vRAD to provide teleradiology services.
- **Shwan Kim, MD** earned his Doctor of Medicine from Loma Linda University in 1996 and then completed an Internal Medicine internship with Berkshire Medical Center from 1996 to 1997. Dr. Kim completed his Diagnostic Radiology residency with Montefiore Medical Center-Albert Einstein from 1997 to 2001 and then went through Yale University School of Medicine for his Body Imaging fellowship from 2001 to 2002. Dr. Kim is board certified in Diagnostic Radiology through the American Board of Radiology, he was initially certified in 2001 and has a lifetime certification. Dr. Kim has been working as a Radiologist since 2002 and has been with Virtual Radiologic Services, LLC (vRAD) since 2004. He will be joining Humboldt General Hospital through vRAD to provide teleradiology services.
- **Brittani Smith, MD** earned her Doctor of Medicine from Virginia Commonwealth University in 2014. She then went on to complete a Master of Science in Clinical Research Methods in 2016 before she began her Family Medicine residency with St. Francis Family Medicine Residency program from 2016 to 2019. Dr. Smith has just completed her fellowship in Maternal Child Health with West Suburban Hospital in July 2020. Dr. Smith is currently board certified through the American Board of Family Medicine and holds current ACLS, PALS, and ALSO certifications. Dr. Smith started with Humboldt General Hospital October 19, 2020 as a Family Practice/OB provider with temporary privileges granted and was granted provisional privileges in February 2021.



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- **John Gull, DO** earned his Doctor of Osteopathic Medicine from Western University of Health Sciences in May of 2004. Dr. Gull then completed his ENT-Tract internship with Philadelphia College of Osteopathic Medicine in June 2005 and his Otolaryngology residency in July 2009. Dr. Gull holds a current board certification from the American Osteopathic Board of Ophthalmology and Otolaryngology-Head and Neck Surgery in Otolaryngology and Facial Plastic Surgery. Dr. Gull has been working in Elko, NV at Ruby Valley ENT since completing his residency in 2009. Dr. Gull began performing procedures at HGH in May 2021 and was initially granted privileges in February 2021.
- **Anthony Sciascia, MD** earned his Doctor of Medicine from the Medical College of Wisconsin from 2007 to 2011. Dr. Sciascia completed his internship in General Surgery with the University of Washington from 2011 to 2013 and his Emergency Medicine residency with Louisiana State University Health Sciences Center from 2013 to 2017. Dr. Sciascia is current board certified in Emergency Medicine through the American Board of Emergency Medicine. He also holds an ATLS certification. Dr. Sciascia has been working as an ER Physician since 2017 in Reno/Sparks and Winnemucca. He provides coverage to Humboldt General Hospital's ER through Envision. Dr. Sciascia was initially granted privileges with HGH in March 2019.
- **Robert Leckie, MD** earned his Doctor of Medicine from the University of Virginia School of Medicine in 1987. Dr. Leckie completed his Internal Medicine internship from 1987 to 1988 with Letterman Army Medical Center in San Francisco, CA. He then went to complete his Radiology residency from 1988 to 1992 with Tripler Army medical Center in Honolulu, HI. Dr. Leckie is board certified through the American Board of Radiology and earned his initial board certification in 1992. Dr. Leckie has been working as a Radiologist since 1992 and currently holds affiliations with several Nevada Hospitals, including Northern Nevada Medical Center, Pershing General Hospital, William Bee Ririe Hospital, and Humboldt General Hospital. Dr. Leckie was initially granted privileges with HGH in 1998.

Thank you,
Jessica Villarreal
Medical Staff Credentialing Coordinator

HUMBOLDT GENERAL HOSPITAL
STATEMENT OF PROFIT AND (LOSS)
FOR THE PERIOD ENDING 07/31/2021

FY 21 MONTH		MONTH OF JULY FY2022			FISCAL YEAR 2022 TO DATE		FY 2021 YTD
PRIOR YR	BUDGET	ACTUAL			ACTUAL	BUDGET	PRIOR YR
\$2,704,370	\$3,101,157	\$2,938,262	INPATIENT REVENUE		\$2,938,262	\$3,101,157	\$2,704,370
4,974,698	5,812,196	5,195,749	OUTPATIENT REVENUE		5,195,749	5,812,196	4,974,698
566,726	529,828	424,630	LTC		424,630	529,828	566,726
542,042	680,913	514,688	CLINIC REVENUE		514,688	680,913	542,042
8,787,836	10,124,093	9,073,329	TOTAL PATIENT SERVICE REVENUE		9,073,329	10,124,093	8,787,836
(3,791,395)	(4,289,663)	(3,177,516)	CONTRACTUAL ADJUSTMENTS		(3,177,516)	(4,289,663)	(3,791,395)
(475,917)	(791,471)	(750,436)	BAD DEBT		(750,436)	(791,471)	(475,917)
(4,267,312)	(5,081,134)	(3,927,951)	TOTAL DEDUCTIONS FROM REVENUE		(3,927,951)	(5,081,134)	(4,267,312)
4,520,524	5,042,959	5,145,378	NET PATIENT SERVICE REVENUE		5,145,378	5,042,959	4,520,524
61,501	42,689	59,160	OTHER OPERATING REVENUE		59,160	42,689	61,501
4,582,025	5,085,648	5,204,537	TOTAL OPERATING REVENUE		5,204,537	5,085,648	4,582,025
			OPERATING EXPENSES				
1,896,040	2,370,789	2,635,184	SALARIES		2,635,184	2,370,789	1,896,040
553,900	650,865	700,950	BENEFITS		700,950	650,865	553,900
78,132	156,426	129,176	CONTRACT LABOR		129,176	156,426	78,132
596,409	910,640	443,101	SUPPLIES MEDICAL		443,101	910,640	596,409
875,078	1,035,572	1,176,947	PURCHASED SERVICES		1,176,947	1,035,572	875,078
117,535	190,456	107,972	SUPPLIES & SMALL EQUIPMENT		107,972	190,456	117,535
97,425	128,677	117,541	REPAIRS AND MAINTENANCE		117,541	128,677	97,425
30,645	40,300	71,890	RENTS AND LEASES		71,890	40,300	30,645
50,289	62,325	44,422	INSURANCE		44,422	62,325	50,289
69,900	63,617	71,300	UTILITIES		71,300	63,617	69,900
563,797	520,409	523,296	DEPRECIATION		523,296	520,409	563,797
10,247	31,818	11,248	TRAVEL & MEALS		11,248	31,818	10,247
66,933	135,302	146,807	OTHER EXPENSE		146,807	135,302	66,933
5,006,331	6,297,197	6,179,835	TOTAL OPERATING EXPENSES		6,179,835	6,297,197	5,006,331
(424,306)	(1,211,549)	(975,298)	NET OPERATING INCOME/(LOSS)		(975,298)	(1,211,549)	(424,306)
			NON-OPERATING REVENUE/(EXPENSES)				
33,516	25,114	10,011	INTEREST INCOME		10,011	25,114	33,516
181,372	417,550	262,117	TAXES		262,117	417,550	181,372
0	68,417	0	DONATIONS		0	68,417	0
8,435	0	0	OTHER INCOME		0	0	8,435
52,636	0	0	CERNER CLEARING		0	0	52,636
70,928	(0)	0	SUBSIDIES		0	(0)	70,928
346,888	511,081	272,128	TOTAL NON-OPERATING REVENUE/ (EXPENSE)		272,128	511,081	346,888
(\$77,418)	(\$700,468)	(\$703,169)	NET INCOME/(LOSS)		(\$703,169)	(\$700,468)	(\$77,418)
\$486,379	(\$180,058)	(\$179,873)	EBIDA		(\$179,873)	(\$180,058)	\$486,379

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

July 31, 2021-- FISCAL YEAR 2022

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	2,359,129
Tax Account	10005	Wells Fargo Bank	925	16,590
Payroll Checking	10010	Wells Fargo Bank	3836	(13,547)
General Fund Investment	10020	Wells Fargo Bank	6671	689,956
Hanssen Scholarship Fund	10050	Wells Fargo Bank	7067	4,009
EMS Scholarship Fund	10055	Wells Fargo Bank	917	16,949
SNF Patient Trust	10035	Wells Fargo Bank	0021	26,889
SNF Memorial/Activity	10040	Wells Fargo Bank	9304	4,914
Investment Trust	10030	Wells Fargo Bank	6500	10,625,947
LGIP Savings	10025	NV State Treasurer	#xxxGHO	10,793,733

HGH TOTALS: 24,526,843

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:

Tim Powers CEO

Department: Rural Health Clinic

Item Description: Sliding Fee Scale Policy

Justification:

- **Purpose:** To provide free or discounted care to those who have no means, or limited means, to pay for their medical services (only applies to uninsured or underinsured).
- Policy can only be based on Family Size and Income (not assets)
- Does not apply to individuals above 200% of Federal Poverty Limits:

Family Size	200% FPL
1	\$25,760
2	\$34,840
3	\$43,920
4	\$53,000

- Only applies to RHC patients (not specialty practices, ER, or inpatient)
- Patients should be made aware of insurance options available (i.e., Medicaid); but cannot be forced to enroll
- Scale is updated annually

SUBJECT/TITLE: Sliding Fee Discount Program Policy**DEPARTMENT/SCOPE: Rural Health Clinic****OWNER: Director of Operations**

PURPOSE AND/OR POLICY STATEMENT: All patients seeking healthcare services at Humboldt General Hospital Rural Health Clinic (RHC) are assured that they will be served regardless of ability to pay. No one is refused service because of lack of financial means to pay. This program is designed to provide free or discounted care to those who have no means, or limited means, to pay for their medical services (uninsured or underinsured).

Humboldt General Hospital will offer a Sliding Fee Discount Program to all who are unable to pay for their services. Humboldt General Hospital Rural Health Clinic will base program eligibility solely on an individual's ability to pay and will not discriminate based on an individual's race, color, sex, national origin, disability, religion, age, sexual orientation, or gender identity. The Federal Poverty Guidelines are used in creating and updating the sliding fee schedule on an annual basis to determine eligibility.

DEFINITIONS:

Federal Poverty Level (FPL): The U.S. Federal Poverty Guidelines are used to determine financial eligibility for certain federal programs, based upon household size and gross income.

PROCEDURE: The following guidelines are to be followed in providing the Sliding Fee Discount Program:

- I. Notification: Humboldt General Hospital will notify patients of the Sliding Fee Discount Program by:
 - A. Payment Policy Brochure will be available to all patients at the time of service
 - B. Notification of the Sliding Fee Discount Program will be offered to each patient upon admission
 - C. Sliding Fee Discount Program application will be included with collection notices sent out by Humboldt General Hospital
 - D. An explanation of our Sliding Fee Discount Program and our application form are available on Humboldt General Hospital's website
 - E. Humboldt General Hospital places notification of Sliding Fee Discount Program in the clinic waiting area
- II. Request for Discount:
 - A. Requests for discounted services may be made by patients, family members, social services staff or others who are aware of existing financial hardship. The Sliding Fee Discount Program will only be made available for clinic visits. Information and forms can be obtained from the Front Desk and the Business Office.
- III. Administration:
 - A. The Sliding Fee Discount Program procedure will be administered through the Business Office Manager or his/her designee. Information about the Sliding Fee Discount Program policy and procedure will be provided to patients. Staff are to offer assistance for completion of the application. Dignity and confidentiality will be respected for all who seek and/or are provided healthcare services.
- IV. Completion of Application:
 - A. The patient/responsible party must complete the Sliding Fee Discount Program application in its entirety. Staff will be available, as needed, to assist patient/responsible party with applications. By signing the Sliding Fee Discount Program application, persons are confirming their income to Humboldt General Hospital as disclosed on the application form.
- V. Eligibility: Discounts will be based on income and family size only.
 - A. Family is defined as: a group of two people or more (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family. Humboldt General Hospital Rural Health Clinic will also accept non-related households' members when calculating family size.

SUBJECT/TITLE: Sliding Fee Discount Program Policy**DEPARTMENT/SCOPE: Rural Health Clinic****OWNER: Director of Operations**

- B. Income includes: gross wages; salaries; tips; income from business and self-employment; unemployment compensation; workers' compensation; Social security; Supplemental Security Income; public assistance; veterans' payments; survivor benefits; pension or retirement income; interest; dividends; royalties; income from rental properties, estates, and trusts; alimony; child support; assistance from outside the household; and other miscellaneous sources.
 - C. Individuals interested in applying for the discount must provide one of the following forms of written verification of household income and size:
 - I. Paycheck stub (most recent)
 - II. W-2 form
 - III. Last Income Tax Return
 - IV. Written statement from employer
 - V. Unemployment check stub
 - VI. Social security check stub
 - VII. Self-Declaration of Income (to be used only if the applicant does not have a written income verification)
 - D. Once the applicant completes the Sliding Fee Discount Application, the PRS will review it for completeness.
- VI. Discounts:
- a. Those with incomes at or below 100% of poverty will receive a full 100% discount for healthcare services. Those with incomes above 100%, but at or below 200% of poverty, will be charged a nominal fee according to the attached sliding fee schedule. The sliding fee schedule will be updated during the first quarter of every calendar year with the latest FPL Guidelines
- VII. Nominal Fee:
- a. Patient with incomes above 100% of poverty, but at or below 200% poverty will be charged a nominal fee according to the attached sliding fee schedule and based on their family size and income. However, patients will not be denied services due to an inability to pay. The nominal fee is not a threshold for receiving care and thus, is not a minimum fee or co-payment.
- VIII. Waiving of Charges:
- a. In certain situations, patients may not be able to pay the nominal or discount fee. Waiving of charges must be approved by Humboldt General Hospital's designated official. Any waiving of charges should be documented in the patient's file along with an explanation.
- IX. Applicant Notification:
- a. The Sliding Fee Discount Program determination will be provided to the applicant(s) in writing and will include the percentage of Sliding Fee Discount Program write off, or, if applicable, the reason for denial. If the application is approved for less than a 100% discount or denied, Humboldt General Hospital will work with the patient and/or responsible party to establish payment arrangements. Sliding Fee discount Program applications cover outstanding patient balances for six months prior to application date and any balances incurred within 12 months after the approved date unless their financial situation changes significantly. The applicant has the option to reapply after the 12 months have expired or anytime there has been a significant change in family income. When the applicant reapplies, the look back period will be the lesser of six months or the expiration of their last Sliding Fee Discount Program application.
- X. Refusal to Pay:
- a. If a patient verbally expresses an unwillingness to pay or vacates the premises without paying for services, the patient will be contacted in writing regarding their payment obligations. If the patient is not on the sliding fee schedule, a copy of the sliding fee discount program application will be sent with the

SUBJECT/TITLE: Sliding Fee Discount Program Policy**DEPARTMENT/SCOPE: Rural Health Clinic****OWNER: Director of Operations**

notice. If the patient does not make effort to pay or fails to respond within 60 days, this constitutes refusal to pay. At this point, Humboldt General Hospital can explore options not limited to, but including offering the patient a payment plan, waiving of charges, or referring the patient to collections.

XI. Record Keeping:

- a. Information related to Sliding Fee Discount Program decisions will be maintained and preserved in a centralized confidential file located in the Business Office Manager's Office, in an effort to preserve the dignity of those receiving free or discounted care.
 - i. Applicants that have been approved for the Sliding Fee Discount Program will be logged in Humboldt General Hospital's practice management system, noting names of applicants, dates of coverage and percentage of coverage.
 - ii. The Business Office Manager will maintain an additional monthly log identifying Sliding Fee Discount Program recipients and dollar amounts. Denials and applications not returned will also be logged

XII. Policy and procedure review:

- a. The Sliding Fee Schedule will be updated based on the current Federal Poverty Guidelines. Humboldt General Hospital will also review possible changes in our policy and procedures and for examining institutional practices which may serve as barriers preventing eligible patients from having access to our community care provisions.

XIII. Budget:

- a. During the annual budget process, an estimated amount of Sliding Fee Discount Program service will be placed in the budget as a deduction from revenue.

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2021 SLIDING FEE SCHEDULE:

Federal Poverty Levels	100%	125%	135%	150%	175%	185%	200%
Patient Discount Levels	Min Visit \$25.00	75%	65%	50%	30%	15%	0%
Persons in Family or Household	Income Less Than:	Income Less Than:	Income Less Than:	Income Less Than:	Income Less Than:	Income Less Than:	Income Less Than:
1	\$12,880	\$16,100	\$17,388	\$19,320	\$22,540	\$23,828	\$25,760
2	\$17,420	\$21,775	\$23,517	\$26,130	\$30,485	\$32,227	\$34,840
3	\$21,960	\$27,450	\$29,646	\$32,940	\$38,430	\$40,626	\$43,920
4	\$26,500	\$33,125	\$35,775	\$39,750	\$46,375	\$49,025	\$53,000
5	\$31,040	\$38,800	\$41,904	\$46,560	\$54,320	\$57,424	\$62,080
6	\$35,580	\$44,475	\$48,033	\$53,370	\$62,265	\$65,823	\$71,160
7	\$40,120	\$50,150	\$54,162	\$60,180	\$70,210	\$74,222	\$80,240
8	\$44,660	\$55,825	\$60,291	\$66,990	\$78,155	\$82,621	\$89,320
9	\$49,200	\$61,500	\$66,420	\$73,800	\$86,100	\$91,020	\$98,400
10	\$53,740	\$67,175	\$72,549	\$80,610	\$94,045	\$99,419	\$107,480



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OWNER: Director of Operations

Self-Declaration of Income

I, _____, declare that I have been working and receiving payment in cash in the amount of \$ _____ per **(circle one)** day, week, two-weeks, or month. I have no check stubs or other documentation to prove my earnings.

I, _____, declare that I have no employment and do not have income of any kind.

Signature: _____

Date: _____

.....
Office Use Only

I witness that this client has no documentation for proof of income:

Signature: _____

Date: _____



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SOURCE	SELF	SPOUSE	OTHER	TOTAL
Gross wages, salaries, tips, etc.				
Income from business, self-employment, and dependents				
Unemployment compensation, workers' compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension, or retirement				
Interest, dividends, rents, royalties, income from estates, trusts, educational assistance, alimony, child support, assistance from outside the household, and other miscellaneous sources				
TOTAL INCOME				

NOTE: Copies of tax returns, pay stubs, or other information verifying income may be required before a discount is approved.

I certify that the family size and income information shown above is correct

Name (Print) _____ Date: _____

Signature _____

OFFICE USE ONLY

Patient Name: _____

Approved Discount: _____

Approved By: _____ Date Approved: _____

VERIFICATION CHECKLIST	YES	NO
Identification/Address: Driver's license, utility bill, employment ID, or	<input type="checkbox"/>	<input type="checkbox"/>
Income: Prior year tax return, three most recent pay stubs, or other	<input type="checkbox"/>	<input type="checkbox"/>
Insurance: Insurance Cards	<input type="checkbox"/>	<input type="checkbox"/>

SUBJECT/TITLE: Sliding Fee Discount Program Policy

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OWNER: Director of Operations

RESOURCES:

National Rural Health Resource Center – Sliding Fee Scale Discount Guide for CAHs and RHCs:
<https://www.ruralcenter.org/resource-library/sliding-fee-scale-discount-guide-for-cahs-and-rhcs>

REVISIONS:

Review/Revised Date	Title	Description of Change

PROFESSIONAL SERVICES AGREEMENT

(PHYSICIAN FULL TIME EMPLOYMENT)

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

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

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

RECITALS

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

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

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

1. **PHYSICIAN SERVICES/TERM.** Hospital shall utilize Physician on a full-time basis for the period commencing _____, 2022 (the "Commencement Date") and ending _____, 2025 (the period beginning _____, 2022 and ending _____, 2023 and the subsequent one-year periods beginning August 1 and ending July 31 may each be referred to as an "Agreement year"), subject to the terms and conditions herein, it being understood the Commencement Date may be adjusted to a different mutually agreed date pending Physician completion of the resident program at the District Facilities and issuance to Physician of a Nevada license to practice medicine. The Physician shall devote Physician's professional efforts to performance of this Agreement and, to the extent it does not interfere with Physician's performance of any duty or obligation hereunder, Physician may, without advance consent of the

District: (i) accept work with and provide services to the Hospital ER services independent contractor; and, (ii) serve as a preceptor and other roles to enhance the District Facilities resident program. Any non-District Facilities work by Physician may only be provided with the advance consent of the District. For purposes of this Agreement, the Physician shall be an "exempt" employee under applicable federal and state wage and hour laws, not eligible for overtime compensation or benefits.

2. PHYSICIAN DUTIES.

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

b. Personally provide to the District Facilities resident program: (i) up to three (3) one-half($\frac{1}{2}$) days per month of structured teaching and supervision (clinical setting precepting, administrative supervision, etc.); and, (ii) up to two (2) one-half($\frac{1}{2}$) days per month of didactics, which will typically be scheduled on Friday afternoon.

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

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

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

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

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

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

i. Meet the standards required by District, including the standards of practice

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

3. PHYSICIAN HOURS.

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

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

4. COMPENSATION.

a. **Base Compensation.** District shall pay Physician a base compensation salary of \$250,000 per Agreement year. There may be an adjustment to the base salary depending on the PERS (as herein defined) retirement plan selected by Physician. The base salary is paid in equal biweekly payments on the District's regular salary and wage payment schedule.

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

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

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

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

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

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

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

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

7. POLICIES.

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

b. Personnel. As a management employee, Physician shall be subject to policies and rules in the District's personnel handbook, including attendance at District orientation, mandatory in-services and passing employee health screening exams. Physician shall be subject to the applicable provisions and terms that apply to management personnel in the personnel

manual. Physician shall perform all management functions required by this Agreement in a manner consistent with other District employees' rights under the personnel manual.

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

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

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

10. DISTRICT DUTIES.

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

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

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

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

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

11. BILLING/RECORDS.

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

b. Medical Records. Physician shall create and maintain accurate, complete, comprehensible and timely records of all care rendered. Such records shall be in a format approved by the District and shall be and remain the property of the District. The District shall provide reasonable transcription service for Physician record keeping. Patient records shall not be removed from the District custody without District's written consent. For purposes of this Agreement, "timely" means: (i) within two (2) business days after services are rendered, for written diagnosis notes, indication of procedures performed notes, indication of level of care

notes, outpatient notes and progress notes; (ii) within one (1) business day of receipt and review, for lab results and radiology results; and, (iii) within four (4) business days, for completion of history and physicals upon admission and for completion of discharge summaries upon discharge.

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

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

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

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

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

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

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

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

ii. Audit/Notice. If Physician is asked to disclose any Books relevant to this

Agreement for any audit or investigation, Physician shall immediately notify the District of the nature and scope of such request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Physician shall not discriminate against any patient, District employee, District contractor or any other individual the Physician comes into contact with by reason of the duties performed

pursuant to this Agreement because of race, color, ethnicity, creed, national origin, religion, age, sex, sexual orientation, marital status, veteran's status, political affiliation or disability (including AIDS and related conditions).

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

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

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

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

18. No Referrals. District may require Physician to refer certain services or items to Hospital subject to certain limits as stated in 42 CFR 411.354(d)(4).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

At the effective date of termination, all rights, duties and obligations of District and Physician under this Agreement shall terminate except: (i) District shall compensate Physician

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

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

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

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

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

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

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

HOSPITAL: Name: Tim Powers
Title: Chief Executive Officer
Signature: _____
Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "B"
TO
AGREEMENT FOR PHYSICIAN EMPLOYMENT:
BENEFITS

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

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

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

PROFESSIONAL SERVICES AGREEMENT

(PHYSICIAN FULL TIME EMPLOYMENT)

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

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

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

3.2 Physician Hours.

a) **At Clinic.** Physician will create and participate in call coverage for Orthopedic patients based on anticipated patient demand and the needs of the District, with reasonable effort to accommodate Physician's scheduling preferences; however, the schedule is subject to change based on District needs and/or patient demand. Physician will not be required to participate in more than an average of fourteen (14) days of call per month including up to two (2) weekend(s). For each 24 hour on call weekend day (defined as Saturday or Sunday or District Holiday), Physician shall be allowed 24 hours of compensation time (comp time) off during the following week. Physician may, at his discretion, assume additional days of call (greater than the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. COMPENSATION AND BENEFITS.

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

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

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

a) **Professional Dues/Subscriptions.** District shall pay up to \$1,200 to Physician for professional dues and subscriptions from professional organizations upon Physician providing invoices for, or proof of payment of, such expenses. Any portion of the dues and subscription allowance remaining unused at the end of an Agreement year shall be forfeited.

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

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

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

5. PROFESSIONAL FEES

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

5.2 Assignment and Power of Attorney. Physician assigns to District all of Physician's right, title and interest to payment from or on behalf of patients or other recipients of professional services rendered by Physician or under Physician's supervision during the term of this Agreement. Physician shall promptly execute such further documents as may be necessary or helpful to give effect to this assignment. District shall determine the fee schedule for Physician's services. Physician shall not waive or compromise any obligation, payment, deductible or copayment for any service rendered pursuant to this Agreement and shall promptly and accurately complete and sign all billing reports, diagnoses, certifications, and attestations necessary for the District to bill and collect for professional services rendered by Physician or under Physician's supervision pursuant to this Agreement.

a) **Medical Records.** Physician shall create and maintain accurate, complete, comprehensible and timely records of all care rendered per District policy. Such records shall be in a format approved by the District and shall be and remain the property of the District. Patient records shall not be removed from the District custody without District's written consent.

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

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

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

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

6. PROFESSIONAL LIABILITY INSURANCE.

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

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

6.2 Physician Responsibilities. Physician shall promptly notify District of any claim or threatened claim based on services rendered by Physician, under Physician's supervision, or at the District Facilities and shall cooperate fully with District and its insurers in investigation, defense, and other disposition of such claims, including not making any voluntary statements or commitments which could prejudice defense of same. If Physician ceases to be covered by District's professional liability insurance, then Physician shall obtain and maintain the required

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. COVENANT NOT TO COMPETE. Physician for and in consideration of the compensation and benefits herein, agrees that for a period of one (1) year from and after the termination of this Agreement, Physician shall not, within twenty-five (25) miles of the city limits of Winnemucca, Humboldt County, Nevada (the same being within the normal service area of the District), either personally, or as an employee, associate, partner, manager, trustee, independent contractor, consultant, principal, agent of or through the agency of any corporation, company, limited liability company, partnership, association, entity, business, agent, agency or person: (i) engage in Orthopedic Surgery services, or (ii) solicit patients served by Physician as an employee of the District. In the event the provisions of this section should be determined by a court of competent jurisdiction to exceed the time or geographical limitations permitted by the applicable law, then such provisions shall be reformed to the maximum time or geographical limitations permitted by applicable law.

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

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

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

12. CONFIDENTIALITY.

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

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

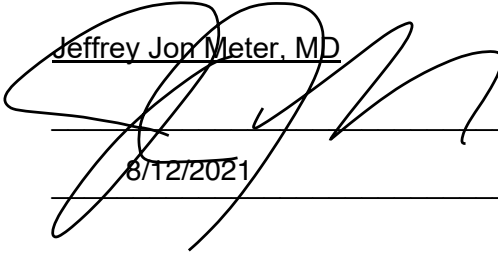
13. INDEMNIFICATION. Physician agrees to defend, indemnify and hold harmless District from any and all claims, suits, damages, fines, penalties, judgments, liabilities and expenses (including reasonable attorney(s) fees and court costs) arising from Physician's (i) negligent, reckless, or willful act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

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

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

[Remainder of this page intentionally left blank]

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

PHYSICIAN: Name: Jeffrey Jon Meter, MD
Signature: 
Date: 8/12/2021

HOSPITAL: Name: Tim Powers
Title: Chief Executive Officer
Signature: _____
Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "C"
TO
AGREEMENT FOR PHYSICIAN EMPLOYMENT:
BENEFITS

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

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

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

ADDENDUM TO PHYSICIAN EMPLOYMENT AGREEMENT

MEDICAL DIRECTOR SERVICES

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

BACKGROUND

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

AGREEMENT

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

2. PHYSICIAN OBLIGATIONS.

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

(a) Perform such duties as are commonly performed by or required of a medical director of an Orthopedic Surgery program so as to ensure Hospital's compliance with all licensure, accreditation, and payer standards relevant to the Program.

(b) Assist Hospital in establishing, reviewing, and updating appropriate policies and procedures relevant to the Program as necessary to improve patient care and maintain efficient and effective Hospital operations.

(c) Participate in Hospital's regular quality improvement activities.

(d) Participate in Hospital's credentialing, peer review, and related activities.

(e) Participate regularly in Hospital, administrative, or medical staff meetings relevant to the Program as may be necessary or appropriate.

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

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

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

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

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

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

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

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

HOSPITAL:

BY: _____

Date: _____

PHYSICIAN:

BY:  _____

Date: 8/12/2021 _____



ARCHITECTURAL NEXUS, Inc
archnexus.com

Project Summary

SALT LAKE CITY

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

SACRAMENTO

930 R Street
Sacramento, California 95811
T 916.443.5911

May 14, 2021

Codes:

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

Existing Space:

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

Project Summary:

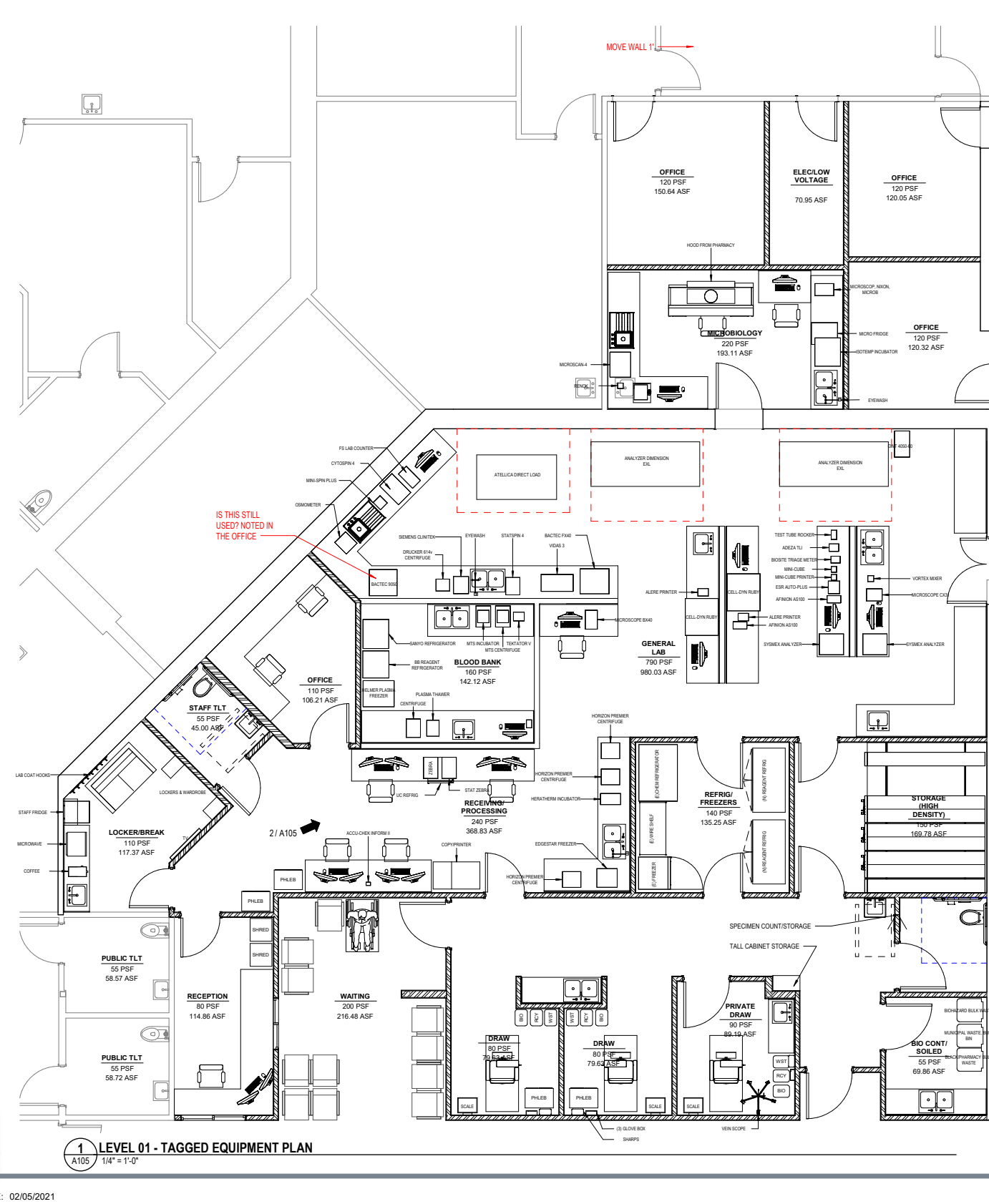
The existing lab has outgrown their current space and is looking to expand. The age of the lab is also a factor in this new work. The space list details the growth necessary for their expanded capacity and services to truly support this facility. Future growth has been factored in to service a budding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

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

Budget:

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

EQUIPMENT PLAN



GENERAL NOTE - EQUIPMENT PLAN

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



2 3D VIEW FROM RECEIVING TO LAB
A105

HGH
Humboldt General Hospital
EQUIPMENT PLAN
SCALE: 1/4" = 1'-0"

DATE: 02/05/2021

1 LEVEL 01 - TAGGED EQUIPMENT PLAN
A105 1/4" = 1'-0"

20067 - LAB RENOVATION

ARCH | NEXUS

Figure 1.2: Alta Survey

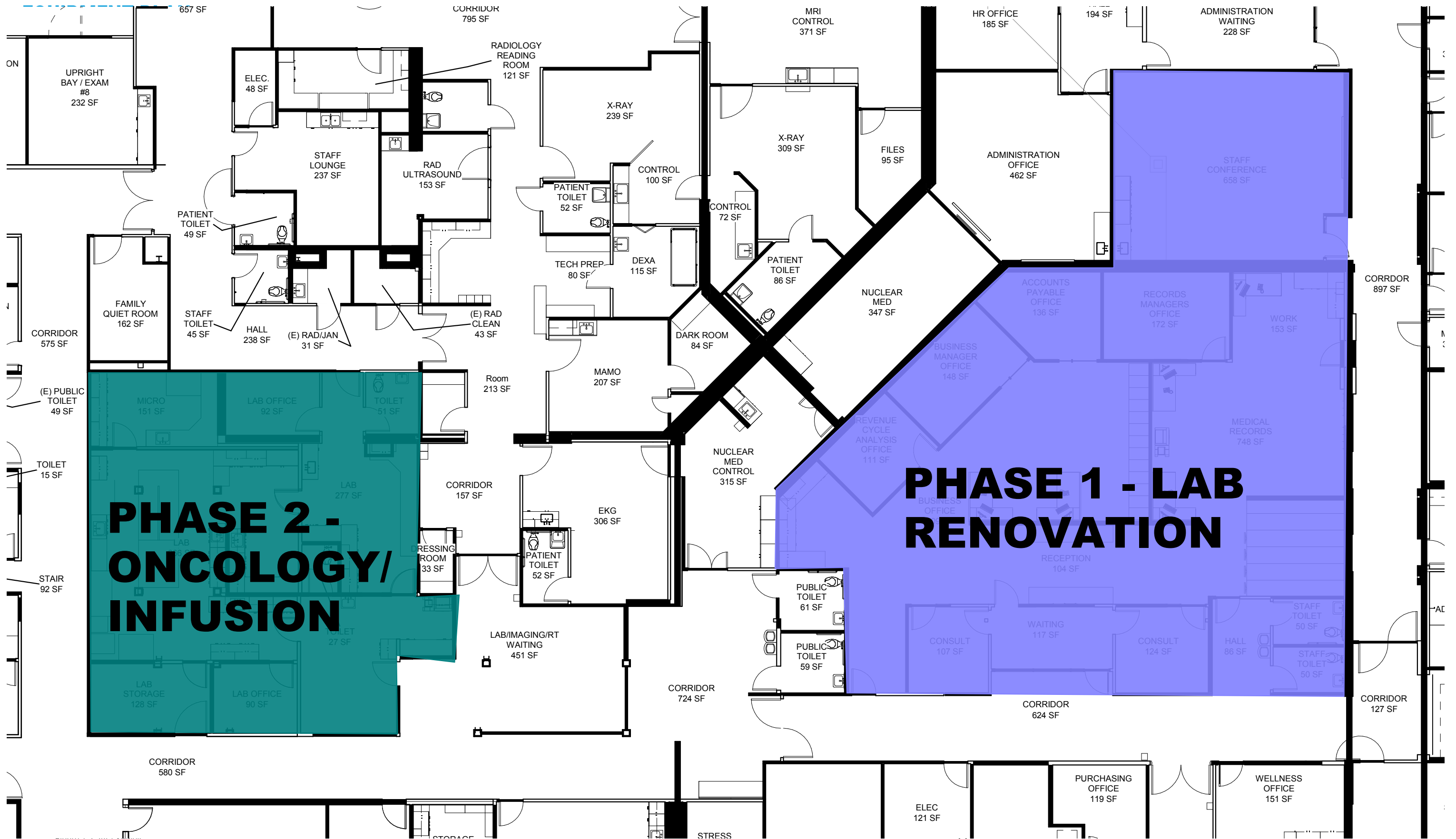


Figure 1.2. AIA Survey

Humboldt General Hospital

Lab Renovation

May 13, 2021



ARCH | NEXUS

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

1,919 SF Available



ARCH | NEXUS

ARCHITECTURAL NEXUS, Inc
archnexus.com

SACRAMENTO
930 R Street
Sacramento, California 95811
T 916.443.5911

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

July 7, 2021

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

RE: Renovation of Lab and Infusion Addition

Dear Mr. Powers

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

SCOPE OF SERVICES

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

COMPENSATION AND SCHEDULE

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

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

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

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

Reimbursable Expenses:

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

Additional Services:

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

TEAM MEMBERS

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

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

Thank you for the opportunity to work with your organization.

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

Signature of approval/ authorization to proceed _____ Date: _____

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

Thanks,


Kelly Schreihofner, Principal

Agenda item: Platinum Elite Body Plethysmograph

Department: Respiratory

Item Description: Pulmonary Function Testing (PFT) Machine

Justification:

- **Purpose:** To provide diagnostic lung function testing; HGH is currently unable to provide a diagnostic-level test as the current machine located in Respiratory Therapy is not appropriate for diagnostic purposes. There is a significant number of individuals in the community suffering from COPD, asthma, congestive heart failure, and COVID-19 that would benefit from having a PFT machine available.
- Cost to purchase machine is higher than budgeted due to unavailability of proposal at time of budget and is mainly tied to cost for Cerner interface.

Cost to purchase: \$80,741

Other Costs:

- **Service/Maintenance Agreement:** 5-year UltraCare Preferred Support Agreement \$310 per month

Request: Pulmonary Function Machine

Purpose: To replace old equipment that has reached end of life and is not appropriate for diagnostic-level PFT.

Budgeted: \$70,000 FY2021

Recommendation: Submitting for CARES Act funds to purchase

Response Category: A follow up for patients to be evaluated to optimize care for patients recovering from COVID-19. This disease is associated with impaired pulmonary function. This equipment will help us to have the ability to do the diagnostic testing to determine lung function, abnormalities and disease process.



MGC
DIAGNOSTICS®

MGC DIAGNOSTICS CORPORATION

through its subsidiary Medical Graphics Corporation
350 Oak Grove Parkway
St. Paul, MN USA 55127-8599
www.mgcdiagnostics.com
T: +1 800.950.5597
F: +1 651.379.8222

Price Quotation

Quote Number	00021786	Terms	Pending Credit Acceptance
Created Date	7/15/2021	Delivery	45-60 Days ARO
Expiration Date	9/13/2021	F.O.B.	Destination, Prepay & Allow
Contract	Vizient CE7311		

Prepared By

Sales Rep	Adam Galloway	Phone	800.333.4137
Email	agalloway@mgcdiagnostics.com	Mobile	+1 9167170202
Fax	651.379.8222		

Prepared For

Account Name	Humboldt General Hospital	Contact Name	Clarissa Vincent
Address	118 E Haskell Street	Phone	(775) 623-5222
City, State, Zip	Winnemucca, Nevada, 89445	Email	vincentc@ghospital.org
Phone	(775) 623-5222		

Quotation Instructions

Have questions or require assistance submitting an order? Please contact your account representative using the contact information listed in this quotation or call 800-655-1133, option 2.

Approved quotes should be sent to: Orders@MGCDiagnostics.com or faxed to: 651-484-8941.
Please include a copy of your purchase order when submitting an approved quote.

Quotation Details

This Quotation supersedes all prior agreements, proposals or understandings between the parties whether written or oral. The quote, along with its exhibits, constitutes the entire agreement, and Medical Graphics is not liable or bound to any representations or agreements except as specifically set forth herein. Upon acceptance by both parties, this Quotation shall not be modified or amended in any way except by written instrument signed by both parties hereto. The Total Investment excludes taxes and local electrical inspection, if required. Option is included only if quantity is noted and total price is extended.

Installation: Elite, Ultima and Express Series systems include installation by a MGC Diagnostics Field Service Technician

Training: Training is included only if quantity is noted and total price is extended. Operator training must be scheduled within 60 days of installation. Biomed training must be scheduled within one-year of installation. Cancellations made less than 14 days ahead of scheduled installation and/or training are subject to penalty equal to 50% of the fair market value of the installation and/or training.

Quotation Line Items

Product Image	Product	Description	Qty	List	Contract	Total
	Platinum Elite DX Body Plethysmograph with RTD P/N: 830008-902	726 Liter Plethysmograph Chamber with Spirometry, Thoracic Gas Volumes, Airways Resistance, Nitrogen Washout & Real Time Diffusion Capacity Includes: BreezeSuite Software, Windows 10 Pro All-in-One Computer, 3L Syringe, Startup Kit, Regulators for O2, DLCO & Calibration Gas, & One E Cylinder of Calibration Gas **Customer Must Provide H/K Tanks of O2 & DLCO Gas**	1	\$62,450.00	\$52,631.00	\$52,631.00
	Environment Monitor P/N: 800235-001, 536161-001	Includes: Environment Monitor (temp, humidity and pressure) & Interface Cable	1	\$768.00	\$550.00	\$550.00
	Operator Training P/N: 900003-005	Two Day Onsite Operator Training (up to 4 People)	1	\$3,700.00	\$3,700.00	\$3,700.00
	BreezeConnect™ HL7 Interface P/N: See Description	BreezeConnect HL7 Interface Software for Orders and Results (Test and Production Software) Includes: 147751-001 Interface Base Software 147750-001 Connection License (Orders) 147750-001 Connection License (Results) 147750-001 Connection License (Breeze) 147751-901 Interface Base Software (Test) 147750-901 Connection License (Test Orders) 147750-901 Connection License (Test Results) 147750-901 Connection License (Test Breeze) 950011-001 32 Hours Remote Installation Service 920017-003 One-Year Support, Maintenance & Licensing Agreement. Agreement Term will start the earlier of (1) 60 days after receipt of software or (2) upon go-live. Agreement must be renewed to retain support & software license. Server hardware is not provided by vendor.	1	\$24,835.00	\$24,835.00	\$24,835.00

Quotation Totals

	List Price Total	\$91,753.00
	Contract Price Total	\$81,716.00
Discount Detail:	Reference-site and Trade-in discount: \$975.00	Discount \$975.00
		Grand Total \$80,741.00

Quotation Comments

Quotation Comments: Ground shipping is included.
Customer is responsible for disposal of equipment after MGC Diagnostics Representative removes critical components.

Quotation Acceptance Information

Purchaser's Signature: _____
Purchaser's Name: _____ Date: _____

Department: Anesthesia

Item Description: Ultrasound

- High quality imaging for clear pictures being able to see the needle and anatomy clearly to create efficient block times and high patient care/safety
- Easy to use touch screen
- Customized anesthesia presets aiding in quicker block times/efficiency for the blocks we do most frequently
- High cleanability with a fully sealed system
- Windows 10 – most up to date Windows OS providing high security and functionality
- Portable and small system to fit in tight spaces in OR
- 2-hour battery life to provide better access to patient care without the worry of battery dying during a procedure

Justification:

As an anesthesia department we have been pushing to do more peripheral nerve blocks. They are so beneficial to patients and bring in extra revenue to the hospital. **In 2021 we have performed over 90 nerve blocks** for surgeries so far. We bill about \$331 dollars per block. $90 \times \$331 = \$29,790$ so far this year. We should easily be able to increase this number and implement new blocks that we currently are unable to do with our current ultrasound. Our current ultrasound has been malfunctioning and does not have the correct probe to do certain blocks especially on obese patients.

- **Purpose:**
 - Reduce/Eliminate use of opiates
 - Faster recovery from anesthesia and reduced length of stay.
 - Patients experience less side effects like pain, nausea, constipation, itchiness, and drowsiness.
 - Receive 6-24 hours of pain relief after a single injection of numbing medication
- **Other vendors considered/other quotes:** Attempted multiple times to set up an equipment demonstration and receive a quote with no success. (Companies were Mindray and Terason)
- **Return on Investment:** Will pay for itself in 1 year and has 5-year warranty so should bring in at least 5x it's cost.

Budget: In the FY22 budget for \$30,000

Total Cost to purchase including warranty: \$41,667

We would like to postpone our purchase of a new anesthesia machine this year to be able to pay for this ultrasound since the price is more than the original quote.

Warranty

This package includes a **five-year standard warranty**, and up to two days of onsite training to optimize the settings for provider preferences. Venue Go's 5-year warranty covers defective parts, components, and probes purchased with the system and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery.



EQUIPMENT PURCHASE REQUEST

Department: Anesthesia

Dept Head Name: Landon Mounsen

Budget Year: 2021

Item Description: Ultrasound
(please attach additional material/quote)

Justification: Current machine malfunctioning and doesn't have the capabilities to perform some nerve blocks we are being asked to do.

Pricing: \$ 41,667.00

Other vendors considered / additional quotes (please attach): Mindray, Terason

Return on investment: _____

Consumables / Service Agreements: _____

Is this a capital purchase. Item cost is over \$5000

GPO - Intalere pricing verified and contract is in place

Does this purchase include computer software or may need a Cerner interface. If yes, IT has been consulted Doesn't need Cerner interface

Has service/pm agreement been cancelled on old equipment being replaced Will keep old equipment

Approval process must follow the HGH Purchasing Procedure and all required documentation is attached.

Is funding source from a grant. Federal Grants must follow the policies "Procurement Standards Using Federal Grant Funds" and "Purchase and Use of Equipment Using Federal Grant Funds" No

Department Head Approval: [Signature]

Senior Leader Approval: _____

CFO Approval: _____

CEO Approval: [Signature]



July 29, 2021
 Quote Number: 2008325586.1
 Customer ID: 1-23NRH3
 Agreement Expiration Date: 10/27/2021

Humboldt General Hospital
 118 E Haskell St
 Winnemucca, NV 89445-3247

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

GE Healthcare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	Intalere VQ10400 - U/S
Terms of Delivery	FOB Destination
Billing Terms	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms	NET 30
Total Quote Net Selling Price	\$41,667.00
Sales and Use Tax Exemption	Certificate on File

IMPORTANT CUSTOMER ACTIONS:

Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

Cash

GE HFS Loan GE HFS Lease

Other Financing Loan Other Financing Lease Provide Finance Company Name _____

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Humboldt General Hospital

Signature: _____

Print Name: _____

Title: _____

Date: _____

 Purchase Order Number, if applicable

GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC, a GE Healthcare business

Signature: Brian Heimerdinger

Title: Associate Account Manager - POC Ultrasound

Date: July 29, 2021



To Accept This Quotation

Please sign and return this quotation together with your Purchase Order to:

Name: **Brian Heimerdinger**

Email: **brian.heimerdinger@ge.com**

Phone:

Fax:

Payment Instructions

Please remit payment for invoices associated with this quotation to:

**GE Medical Systems, Ultrasound & Primary Care
Diagnostics, LLC
P.O. Box 74008831
Chicago, IL 60674-8831**

FEIN: 92-0192942

Humboldt General Hospital

Addresses:

Bill To: HUMBOLDT GENERAL HOSPITAL

HUMBOLDT GENERAL HOSPITAL, EMS RESCUE, 118 E HASKELL ST, WINNEMUCCA, NV, 89445-3247

Ship To: HUMBOLDT GENERAL HOSPITAL

HUMBOLDT GENERAL HOSPITAL, EMS RESCUE, 118 E HASKELL ST, WINNEMUCCA, NV, 89445-3247 HUMBOLDT

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate your form of payment.
- If you include a purchase order, please make sure it references the following information:
 - The correct Quote number and Version number above
 - The correct Remit To information as indicated in **"Payment Instructions"** above
 - Your correct SHIP TO and BILL TO site name and address
 - The correct Total Price as indicated above

Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms: Signature page on quote filled out with signature and P.O. number **** OR**** Verbiage on the purchase order must state one of the following:

(i) Per the terms of Quotation # _____; (ii) Per the terms of GPO # _____; (iii) Per the terms of MPA# _____; or (iv) Per the terms of SAA # _____.

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HEF Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare).



July 29, 2021
 Quote Number: 2008325586.1
 Customer ID: 1-23NRH3
 Agreement Expiration Date: 10/27/2021

Quote Summary

Extended Qty	Catalog	Short Description
1.00	H8041VD	Venue Go R3 Focus Package
1.00	H48062AB	L4-12t-RS Linear Array Probe
1.00	H40482LJ	C1-5-RS Wideband Convex Array Probe (USA PoC Only)
1.00	H45181PC	Venue Go B&W Sony Printer UP-D898DC Kit
1.00	H8041VE	Venue Go Cart

Quotation

Line	Qty.	Catalog	
1	1.00	H8041VD	Venue Go R3 Focus Package

Net Price
\$25,500.00

Venue Go is a take anywhere ultrasound system that provides the latest technologies to help deliver a simple, fast and precise solution to the Point of Care ultrasound community. This portable system provides exceptional image quality using advanced cSound™ image technology. Venue Go's innovative design includes a cleanable and intuitive 15.6" full touchscreen interface with a "cords off the floor" and rugged kickstand design that makes it well suited for Point of Care environments. Venue Go Focus package comes with internal Wi-Fi support, three active probe ports, and battery that provides up to two hours of scan time when fully charged. It supports 14 probes: 3SC-RS, 6S-RS, 12S-RS, 12L-RS, L4-12t-RS, L4-20t-RS, 9L-RS, ML6-15-RS, L10-22-RS, L8-18i-RS, C1-5-RS, 8C-RS, E8C-RS, 6Tc-RS.

The standard package includes: the system with a kickstand, DICOM, a battery, AC adapter (for use off cart), and power cord. One multipurpose cup that can be used for a gel bottle or barcode reader, one generic probe holder and one custom insert for smaller Probes.

Venue Go Focus offers ophthalmic imaging, Real-Time documentation diagrams for Lung, eFAST, and Renal as well as Venue View and Follow Up tools. The Venue Go Transducer guide and Datasheet includes more information about the supported clinical applications, scan modes, workflow, and probes. All user manuals, in all available languages, are supplied in electronic form.

This package includes a five-year standard warranty, and up to two days of Applications Training. Training must be completed within 1 year after Product delivery, otherwise GE Healthcare obligation to provide the training will expire without refund. Venue Go's 5-year warranty covers defective parts, components, and probes purchased with the system and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time (subject to availability), (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. The Venue Go cart, mounting cradle, accessories, peripherals, 6Tc-RS TEE probes, or batteries purchased with the Venue Go system are covered for 12 months. For an additional charge, GE Healthcare may provide planned maintenance, and/or coverage for accidental damage. *DICOM is the registered trademark of the National Electrical Manufacturers Association for its standard publications relating to digital communications of medical information.

Line	Qty.	Catalog	
2	1.00	H48062AB	L4-12t-RS Linear Array Probe

Net Price
\$7,089.00

Wideband Linear Array Probe. Configurable button functions enable single person control, simplifying interventional procedures. Applications vary depending on the ultrasound system and may include Vascular, Pediatric, Neonatal, Small Parts, Nerve Block, MSK, Rheuma, and ER (Pleural, Ophthalmic). Datasheets for specific ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications.

Line	Qty.	Catalog	
3	1.00	H40482LJ	C1-5-RS Wideband Convex Array Probe (USA PoC Only)

Net Price
\$6,375.00

Wideband Convex Array Probe. Applications vary depending on the ultrasound system and may include Abdominal, OB/GYN, Urology, Pediatric, Neonatal, Nerve Block, MSK, and ER (FAST Pleural). Only for sale in USA PoC. Datasheets for specific



July 29, 2021
Quote Number: 2008325586.1
Customer ID: 1-23NRH3
Agreement Expiration Date: 10/27/2021

ultrasound systems contain additional details including specific applications, biopsy availability, and additional probe technical specifications. Only for sale in USA PoC.

Line	Qty.	Catalog		<u>Net Price</u>
4	1.00	H45181PC	Venue Go B&W Sony Printer UP-D898DC Kit	\$714.00

GE Healthcare's Venue Go Sony Printer UP-D898DC Printer Kit includes : The UP-D898DC compact A6 medical-grade black-and-white digital printer, Venue Go Cart Printer Power adaptor, and the Venue Go Cart printer bracket that attaches the printer to the Venue Go cart. The position of the bracket below the Multipurpose Handle allows for easy access throughout the vertical range of the Venue Go Cart.

Line	Qty.	Catalog		<u>Net Price</u>
5	1.00	H8041VE	Venue Go Cart	\$1,989.00

Quickly turn your compact Venue Go into a fully functional console-based product with the advanced Venue Go cart. The Venue Go cart comes standard with the Venue Go mountable cradle, VESA mounting plate with display swivel, tilt, rotate adjustment, a multipurpose handle to make transportation easy with forward and rear handles, convenient vertical paddles that adjust system height, cord management channels, customizable probe, gel, or barcode holders, a large removable storage basket and modularly designed areas for printer and ECG add-ons. Wall power is supplied by a covered back pack design that protects the included AC adaptor and cords. Venue Go Cart base offers a design that can fit into the confined spaces found in the Point of Care environments with easy on/off braking functionality on each of the 5-inch casters.

Total Quote Subtotal: \$41,667.00

Total Quote Net Selling Price: \$41,667.00

If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>



GE Healthcare

July 29, 2021
Quote Number: **2008325586.1**
Customer ID: **1-23NRH3**
Agreement Expiration Date: **10/27/2021**

GPO Agreement Reference Information

Customer:	Humboldt General Hospital
Contract Number:	Intalere VQ10400 - U/S
Billing Terms:	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms:	NET 30
Shipping Terms	FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and Intalere VQ10400 - U/S

If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>



GE Healthcare

Right when it matters. Right where it counts.

Venue Go point of care ultrasound for anesthesiology

New to the Venue™ family, the first family of AI-enabled Point of Care ultrasound systems, Venue Go™ leverages Venue's proven software and auto tools in a modern, mobile design that is ideal whether your expertise is in peri-operative care or regional anesthesia.

Confidence at Point of Care

- **Powerful imaging** enables clear needle visualization for effective procedures on even the most challenging patients
- **Precise, AI-enabled** auto tools designed to help monitor fluids and cardio-pulmonary conditions
- **Broad range of probes** to help accurately administer nerve blocks at the deepest and shallowest depths
- **A gesture driven,** modern user Interface in an adaptable design
- **Button probe** allows procedures that once required two people to now be done by one

[gehealthcare.com/VenueGo](https://www.gehealthcare.com/VenueGo)



Powerful imaging for regional anesthesia

Be confident in what you see with vibrant images and distinct needle differentiation on Venue Go. Using GE Healthcare's proprietary cSound imaging technology, Venue Go empowers precise blocks—at deep and shallow depths on even the most challenging body types.

