

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

AUGUST 27, 2019

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE
ROOM

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

HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NEVADA 89445

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

MEETING DATE: Tuesday August 27, 2019
MEETING TIME: 5:30 pm
MEETING PLACE: Sarah Winnemucca Conference Room
Humboldt General Hospital
118 E Haskell St, Winnemucca, Nevada
PLACES POSTED: in Winnemucca, Nevada at:
Humboldt General Hospital, 118 E Haskell Street
Humboldt County Courthouse, 50 W Fifth Street
Winnemucca City Hall, 90 W Fourth Street
Humboldt County Library, 85 E Fifth Street
United States Post Office, 850 Hanson Street
www.hghospital.org https://notice.nv.gov
PERSON POSTING: Alicia Wogan

A. CALL TO ORDER

B. PUBLIC COMMENT

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

C. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS

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

1. Great Basin College Foundation update - Matt McCarty
2. Medical Staff report – Chief of Staff
3. Administration report – CEO
 - a) Return of ambulances from Reno Fire Department – CFO
 - b) McDermitt Clinic services – Practice Administrator
 - c) CEO Report

D. CONSENT AGENDA

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

1. Board meeting minutes June 25, 2019.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Veronica Janhunen, M.D., provisional-Pediatrics; Kermit Brunelle, M.D., provisional-Pediatrics; Joel McReynolds, M.D., provisional-Internal Medicine; Michael Odom, M.D., provisional-Family Practice/OB; Srikishna Vulava, M.D., provisional-Internal Medicine; Alex Curtis, M.D., Provisional-Family Practice/OB; Craig Dates, M.D., provisional-Emergency Medicine; Vinh-Truyen Nguyen, M.D., active-Internal Medicine; Bradford Granath, M.D., active-Family Practice/OB; Christopher Igtiben, M.D., active-Internal Medicine; James Sullivan, M.D., consulting-Nephrology; Robert Leckie, M.D., active-Radiology; Juan Pederson, SFA, Allied-Surgical First Assistant; Thomas Rembetski, M.D., courtesy-General Surgery.

E. FINANCIAL REPORTS

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

1. June and July 2019 financial reports
2. Warrants disbursed - Monthly expenditures

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

August 27, 2019

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F. BUSINESS ITEMS-OTHER REPORTS

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

1. Hospital Administration-Pharmacy / proposal to purchase casework for pharmacy remodel project / Administration-Pharmacy Director
2. Hospital Administration-Radiology / proposal to purchase mammography and bone densimeter equipment for the radiology department / Administration-Radiology Director
3. Hospital Administration / proposal to adjust CTA Architects fee for services related to the pharmacy remodel project / Administration-Owners Representative
4. Hospital Administration / proposal to renew agreement for payments to CTA Architects on a time, materials and cost reimbursement basis for miscellaneous architect and engineering services / Administration
5. Hospital Administration / determination that airport vehicle is no longer required for public use and authorization to dispose of vehicle / CFO-Administration
6. Hospital Administration / proposal to use the professional services of and enter into an independent contractor agreement with Andrew Wesely, M.D. to provide pain management services / Administration
7. Hospital Administration / proposal to use the professional services of and enter into an independent contractor agreement with Alvaro Galvis, M.D. to provide pediatric services / Administration
8. Hospital Administration / proposal to use the professional services of and enter into an independent contractor agreement with Bejal Patel, M.D. to provide pediatric services / Administration
9. Hospital Administration / proposal to use the professional services of and enter into an independent contractor agreement with Charles Stringham, M.D. to provide collaboration and oversight services for mid-level providers / Administration
10. Hospital Administration / proposal to use the professional services of and enter into a contract with Sleep Medicine Associates, Inc. to provide sleep medicine services / Administration
11. Hospital Administration-EMS/Maintenance / proposal to purchase two Cummins 20KW generators to provide backup power to emergency operations and communications center / Administration-Maintenance Director
12. Hospital Administration-Human Resources / determination of critical labor shortage of Radiology Tech position for radiology department to allow reemployment of retired public employee / Administration-Human Resources Director

G. TRUSTEE COMMENTS-STAFF REPORTS

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

H. PUBLIC COMMENT

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

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

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

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



MAKING TRACKS



News and notes from the Humboldt-Cerner Express | Train Stop: July 9-12, 2019

Train the Trainer—

HGH SMEs and SUs get hands-on look at Cerner system



From Tuesday, July 9, through Friday, July 11, the **Humboldt-Cerner Express** made its next train stop on its journey toward conversion of HGH's Electronic Health Record software system.

Over the first three days, the "Train the Trainer" event allowed subject matter experts and super users to get actual hands-on experience with the system they helped design during May's Workflow and Integration workshop.

According to Wipfli Project Manager Nick Thate, "Everybody

was really excited to get in and test out the new system."

The event also allowed Cerner to continue to collect information and establish future workflows for each department.

On Friday, July 11, subject matter experts worked with Cerner consultants to begin planning scenarios for upcoming testing of the new system starting on August 6. They will be busy over the next couple of weeks making sure these scripts are ready for that event!

Matt and Nick "On Air"



Thursday, July 11, Cerner Project Manager Matt Lowrey (at left) and Wipfli Project Manager Nick Thate (at right) visited Nomadic Broadcasting's Mix 102.7 to conduct a "Face to Face" interview regarding the HGH-Cerner conversion. The radio interview will be broadcast over the coming weeks to help our community better understand this major implementation. We are thankful to Matt and Nick for their willingness to share their knowledge and expertise.



During the "Train the Trainer" event, subject matter experts and super users were each given unique BINGO cards filled with common Cerner terms. Players were then invited to listen carefully to their Cerner consultants for any terms on their cards and try to score a BINGO. Congratulations to our lucky listeners: Pharmacy Dave Simsek, Robyn Dunckhorst, Stephanie Dins, Lonnie Hammargren, Shavon Bellows, Noelle Enochson, Diana Casaus and Jason Mercier. Our winners were treated to giant candy bars and lots of kudos!

SETTING UP SHOP



Sletten Construction is officially on site as HGH prepares for the remodel/expansion of the Pharmacy, Physical Therapy and Cardiac Rehabilitation departments. Last week, parking on Harmony Road, from the Harmony hospital entrance to the Materials/Receiving driveway, was coned off to allow for construction parking.



THE TIMELINE

Here's the latest construction timeline:

- **TUESDAY, AUGUST 13** - Sletten Construction's leadership arrived on site.
- **TUESDAY, AUGUST 13** - Parking on Harmony Road, from the Harmony hospital entrance to the Materials/Receiving driveway, was coned off to allow for construction parking for the duration of the construction project.
- **THURSDAY, AUGUST 15** - Sletten's job trailer arrived and will be parked in the coned area on Harmony Road.
- **MONDAY, AUGUST 19** - Construction begins in the PT Department.
- **THIS MONTH** - The Dietary and Acute storage areas and Informatics Coordinator Lupe Diaz are all being moved to allow for construction to begin.

TEMPORARY PT/CR



July 30, the Sonoma Conference Room was converted into the Physical Therapy and Cardiac Rehabilitation departments and office space for HGH Wellness Coordinator Billie Lucero (pictured above). This is just a temporary move, while the former PT/Cardiac Rehab space is transformed into the new Pharmacy Department. Once Pharmacy moves, that space will be remodeled into the new PT and Cardiac Rehab departments.

PHARMACY EXPANSION

The HGH Pharmacy Department will benefit from its coming move to expanded quarters in so many ways. According to Pharmacy Director Dave Simsek, the move will improve regulatory compliance, allow for increased inventory, help ensure life safety and patient safety, and increase med preparation space. Pharmacy has not expanded in size since 1996, and yet our patient needs have increased greatly, so this will be a welcome addition to HGH!



Questions or Concerns: Email construction@hghospital.org

Feedback wanted —

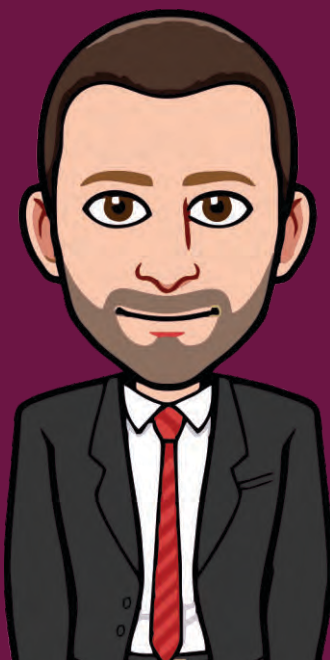
New mural, feedback cards

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

Daryl Duenkel: Consulting Director

Favorite Foods: He is from Wisconsin so . . . cheese! Cheddar, American and Swiss.

Fun Fact: Bowled a perfect 300 game!



Movie Title for Life: "Mr. Holland's Opus"

Max-Out Credit Card Store: Mercedes, Lexus, Jaguar

Bucket List: To travel to his native namesake town: Dinkelburg, Germany

Nerdiest Hobby: The first item on each weekend's "to-do list" is to "make a to-do list"

Hope for HGH: "That the excitement and energy of a new system opens a faucet of creative ideas, collaboration and results."

Cerner Forums —

Questions? Join HGH's Forum

All Humboldt General Hospital staff members are invited to participate in upcoming Cerner Forums, either as a participant asking questions or as an observer listening and gleaning information as the hospital moves toward conversion. Upcoming forums are planned for 5 a.m. to 6 a.m. and noon to 1 p.m. Wednesday, August 21; and 5 a.m. to 6 a.m. and noon to 1 p.m. Wednesday, October 16. Locations for Forum sessions will be announced as we near the dates.

New email for Cerner Project Q&A

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

Mid-Journey Train Stops —

Fun and education along the way!



HGH's Lorrie Meiron and Lacy Villareal stepped up as ad-hoc members of the Cerner Communication Committee to share their ideas for some fun and educational Humboldt-Cerner Express activities. The result was the "Mid-Journey Train Stops" on Wednesday, July 31, where all staff were invited to enjoy a free lunch from noon to 1 p.m. as well as visits to the Humboldt-Cerner "Information

Station," the "Investigation Station" and the "Participation Station" in the main hallway near RT, the Acute satellite nurses station and the OB waiting room. Night staff visited the train stops from 7 p.m. to 9 p.m. at the Acute satellite nurses station. In all, we had 69 staff members visit all three stations and receive each stop's required "punch." Participants' names were then entered into a drawing for a brand new Echo smart speaker with Alexa and Dolby processing. **Maria Aguilar** was the lucky winner!

Next train stop —

Integration Testing 1

The next major step of the Cerner implementation is to begin testing the new system. Up until this point, our super users and subject matter experts have been learning the system and working with Cerner to configure it to Humboldt General Hospital's needs. At the upcoming Integration Testing event, SUs and SMEs will test different scenarios in the system to make sure everything is built correctly. Our team has been putting together integrated scripts that follow test "patients" through pre-determined scenarios. Since Cerner is an integrated system, our scripts will try to transition the patient between multiple departments to make sure data is flowing as expected. The Cerner consultants will be onsite and available to assist our super users and subject matter experts with testing. Most departments will be testing on August 6-8, with financial testing occurring the following week on August 13-15.

HUMBOLDT GENERAL HOSPITAL

Quality Report Summary

August 2019

Hospital Compare/Hospital Star Ratings- Published to promote reporting on hospital quality of care and intended to make it easier for consumers to make informed health care decisions.

Page 1: Patient Experience results from 4th quarter 2017 through June 30, 2019. HGH ranks in Hospital Compare as a 3 Star facility for patient experience. We have implemented mandatory training for staff to be aware of opportunities to improve the HCAHPS scores, added bi-lingual signage and HCAHPS Awareness flyers in discharge packets.

Emergency Department Care has been very successful in meeting care measures with the exception of admit decision time to departure time for patients admitted to the acute floor. This is a collaborative effort for both departments and will be discussed with both new medical directors.

Page 2: Immunization rates for patients and staff remain at or above national benchmarks.

Elective deliveries performed between 37 and 39 weeks gestation ranked at national benchmark in 2018. Currently, HGH has no elective early deliveries.

Cardiac care measures have improved due to changes made in the emergency room. ED nurses now perform the ECGs reducing the response time significantly.

Page 3: Quality measures for mortality, infections, and surgical complications are at benchmark – will continue to monitor to maintain benchmark.

Page 4: Readmission Rates – HGH has implemented additional programs to maintain benchmark including Transitional Care Management and Community Paramedicine. HGH continues to meet the benchmarks for Excessive Days in Acute Care.

Page 5: Physician Compliance with Opioid Prescribing Requirements – Plan of correction implemented including real-time monitoring to ensure compliance – see attached email. Dr. Johns, ED Medical Director has been notified by CEO.

Quality Measure	All coloring is based on the benchmark or HGH target. Green meets or exceeds benchmark, Yellow is at or less than 10% negative variance, Pink is greater than 10% negative variance.						Explanation/Plan of Action
		Benchmark	JL Morgan	JL Morgan	Hospital Compare	MBQIP	
Patients' Experience			Q2 2019	Q12019	Q1-Q4 2018	Q42017-3Q2018	
HCAHPS Summary Star Rating	HCAHPS (Hospital Consumer Assessment of Healthcare Providers and Systems) is a standardized survey of hospital patients that will capture patients' unique perspectives on hospital care for the purpose of providing the public with comparable information on hospital quality. JL Morgan conducts the survey for all Inpatient stays for patients who are 18 or older and discharged to home. They forward those results to MBQIP and Hospital Compare to be shared as a service to the public.				3 Stars	3 Stars	Onsite mandatory training by JLMorgan, HCAHPS vendor on 8/15/2019 to explain patient satisfaction survey process and where HGH can make changes for improved patient participation and scores. We have added extra signage and HCAHPS Awareness flyer in the patient discharge packet. We will continue to monitor survey scores to determine effectiveness of suggested changes.
Communication w/Nurses - Always		81%	79%	81%	75%	77%	
Communication w/Doctors - Always		81%	78%	77%	73%	71%	
Responsiveness of Staff - Always		70%	67%	80%	72%	71%	
Communication About Medicine - Always		66%	58%	91%	73%	70%	
Cleanliness of Hospital Environment - Always		75%	78%	89%	77%	76%	
Quietness of Hospital - Always		62%	54%	70%	61%	57%	
Discharge Information - Always		87%	89%	89%	82%	84%	
Care Transition - Always		53%	73%	81%	37%	35%	
Overall Hospital Rating - 9-10 rating		73%	72%	69%	63%	64%	
Willingness to Recommend this Hospital - definitely YES	72%	54%	72%	53%	57%		
Report Rate - Goal is 25%		21%					
Timely and Effective Care							
Emergency Department Care							
ED-1b	Median Time from ED Arrival to ED Departure for Admitted ED Patients	256 min			248 min	243 min	Admit Decision time to ED Departure Time involves a collaborative effort between the emergency room physician's decision to admit a patient and the hospitalist's acceptance of the patient occurs.
ED-2b	Admit Decision time to ED Departure Time for Admitted Patients	87 min			104 min	104 min	
OP-18b	Median Time from ED Arrival to ED Departure for Discharged ED Patients	135 min			118 min	118 min	
OP-18c	Median Time from ED Arrival to ED Departure for D/C ED Patients - Psychiatric/Mental Health Patients	208 min			129 min		
OP-22	Left Without Being Seen		2%		1%	1%	

Quality Measure	All coloring is based on the benchmark or HGH target. Green meets or exceeds benchmark, Yellow is at or less than 10% negative variance, Pink is greater than 10% negative variance.						Explanation/Plan of Action
		Benchmark	JL Morgan	JL Morgan	Hospital	Compare	
Immunization							
IMM-2	Patients assessed and given influenza vaccination	93%			94%	95%	Continue to meet benchmark
IMM-3	Influenza vaccine administration percentage	90%			Results not available	98%	
Perinatal Care							
PC-01	Elective Delivery	2%			2%		Continue to meet benchmark
Cardiac Care							
OP-2	Fibrinolytic Therapy Received w/I 30 Minutes of ED Arrival	58%			Results not available	No cases to submit	
OP-3b	Median Time to Transfer to Another Facility for Acute Coronary Intervention	64 min			Results not available	No cases to submit	
OP-5	Median Time to ECG	8 min			2 min	12 min	This measure continues to improve as ER Nurse Supervisor chose to have ED nurses perform the ECG instead of calling in a respiratory therapist, reducing response time considerably.
Colonoscopy							
OP-29	Appropriate Follow-Up Interval for Normal Colonoscopy in Average Risk Patients	88%			91%		Percentage of patients aged 50-75 years of age receiving a screen colonoscopy without biopsy or polypectomy who had a recommended follow-up interval of a least 10 years for repeat colonoscopy documented in their colonoscopy report.
Structural Measures							
OP-25	Safe Surgery Practices Used During Outpatient Procedures	Yes/No			Yes		Use of Safe Surgery Checklist

Quality Measure	All coloring is based on the benchmark or HGH target. Green meets or exceeds benchmark, Yellow is at or less than 10% negative variance, Pink is greater than 10% negative variance.						Explanation/Plan of Action
		Benchmark	JL Morgan	JL Morgan	Hospital Compare	MBQIP	
Complications and Deaths							
<i>30 Day Death Rates</i>							
MORT-30-AMI	AMI 30-Day Mortality Rate	12.90%			Too few to compare		Death (mortality) measures are estimates of deaths in the 30 days after either entering the hospital for a specific condition; or having a coronary artery bypass graft (CABG) surgery. Death rates are measured within 30 days, because deaths after a longer period may have less to do with the care received in the hospital and more to do with other complicating illnesses, patients; own behavior, or care provided to patient after hospital discharge.
MORT-30-HF	Heart Failure 30-Day Mortality rate	11.50%			Same		
MORT-30-PN	Pneumonia 30-Day Mortality Rate	15.60%			Same		
MORT-30-STK	Acute Ischemic Stroke 30-Day Mortality Rate	13.80%			Too few to compare		
MORT-30-COPD	Chronic Obstructive Pulmonary Disease 30-Day Mortality Rate	8.50%			Same		
MORT-30-CABG	30-Day All Cause Mortality Following Coronary Artery Bypass Graft	3.10%			Results not available		
CMS Patient Safety Indicators							
<i>Infections</i>							
HAI-3	Surgical Sight Infection - Colon Surgery	0.894 ratio			Results not available		Patient Safety Indicators (PSIs) are a set of indicators providing nformation on potential in-hospital complications and adverse events following surgeries, procedures, and childbirth.
HAI-4	Surgical Sight Infection - Abdominal Hysterectomy	0.899 ratio			Results not available		
HAI-5	MRSA Bacteremia	0.848 ratio			Results not available		
HAI-6	Clostridium Difficile (C. Diff)	0.711 ratio			Results not available		
<i>Surgical Complications</i>							
COMP-HIP-KNEE	Hip/Knee Complication Rate follwing total Hip	2.50%			Same		

Quality Measure	All coloring is based on the benchmark or HGH target. Green meets or exceeds benchmark, Yellow is at or less than 10% negative variance, Pink is greater than 10% negative variance.	Benchmark	JL Morgan	JL Morgan	Hospital Compare	MBQIP	Explanation/Plan of Action
Unplanned Hospital Visits							
<i>Condition Specific Readmission</i>							
READM-30-AMI	AMI 30-Day Readmission Rate	15.70%			Too few to compare		A hospital readmission is an episode when a patient who has been discharged from a hospital is admitted again within a specified time interval. Readmission rates have increasingly been used as an outcome measure in health services research and as a quality benchmark for health systems. Hospital readmission rates were formally included in reimbursement decisions for CMS as part of the Patient Protection and Affordable Care Act of 2010 which penalizes health systems with higher than expected readmission rates through the Hospital Readmission Reduction Program. Since the inception of this penalty, there have been other programs that have been introduced, with the aim to decrease hospital readmission. The Community Care Transition Program is one example used at HGH.
READM-30-HF	Heart Failure 30-Day Readmission Rate	21.60%			Same		
READM-30-PN	Pneumonia 30-Day Readmission Rate	16.60%			Same		
READM-30-COPD	COPD 30-Day Readmission Rate	19.50%			Same		
READM-30-CABG	30-Day All Cause Unplanned Readmission following CABG	12.80%			Results not available		
READM-30-HIP-KNEE	30-Day Readmission Rate Following Elective Primary Total Hip Arthroplasty and/or Total Knee Arthroplasty	4%			Same		
<i>Hospital Wide Readmission</i>							
READM-30-HOSPWIDE	30-Day Hospital-Wide All-Cause Unplanned Readmission Rate	15.30%			Same		
<i>Procedure Specific Outcomes</i>							
OP-32	Facility 7-Day Risk Standardized Hospital visit Rate after Outpatient Colonoscopy	14.8			Too few to compare		
<i>Excess Days in Acute Care</i>							
EDAC-30-AMI	Excess Days in Acute Care after Hospitalization for AMI	Too few to report			Too few to compare		Hospitals and their associated care teams should coordinate to ensure that discharge procedures for patients are robust and continuously monitored. Patients who are discharge should have a safe transition with appropriate patient education about post-discharge care, self-management, timely communication, and follow-up.
EDAC-30-HF	Excess Days in Acute Care after Hospitalization for Heart failure	-22.4 Measure Days			Same		
EDAC-30-PN	Excess Days in Acute Care after Hospitalization for Pneumonia	-0.9 Measure Days			Same		

Quality Measure	Explanation	All coloring is based on the benchmark or HGH target. Green meets or exceeds benchmark, Yellow is at or less than 10% negative variance, Pink is greater than 10% negative variance.				Plan of Action
		Benchmark	HGH Q2 2019	HGH Q1 2019	HGH Q4 2018	
LiCON Quality Indicators						
Physician Compliance with Opioid Prescribing Requirements by emergency room physicians	LiCON Council chose to monitor only ED physicians at this time	92%	75%	93%	57%	Implementing real-time monitor to ensure compliance is completed each shift.
Age Appropriate Vitals Signs w/ 20 minutes of discharge from Emergency Department	Monitored to document patient was stable at time of discharge	92%	94%	93%	94%	
Emergency Department Physician Response Time	CAH regulation stating emergency room physician must have face-to-face encounter with patient within 30 minutes of notification of patient's presence.	92%	93%	89%	92%	
Sentinel Event	Any unanticipated event at HGH resulting in death or serious physical or psychological injury to a patient - reported to LiCON in real time	Yes/No	Yes	Yes	Yes	
MBQIP						
Emergency Department Transfer Communication						
EDTC-All	Records that meet all seven subcategories	100%	100%	100%	100%	Emergency Department Transfer Communication - This is a rural measure for Critical Access Hospitals to evaluate communications for transitions of care during emergency department transfers. Due to the lower volume of services provided in comparison with larger hospitals nationwide, this measure is more relevant as an indicator of performance and ability to provide quality care. The ED of rural hospitals is particularly important. ED transfer communication measures enable rural acute care facilities to demonstrate their ability to successfully stabilize and transfer patients.
EDTC-1	Administrative Communication	100%	100%	100%	100%	
EDTC-2	Patient Information	100%	100%	100%	100%	
EDTC-3	Vital Signs	100%	100%	100%	100%	
EDTC-4	Medication Information	100%	100%	100%	100%	
EDTC-5	Physician or Practitioner Generated Information	100%	100%	100%	100%	
EDTC-6	Nurse Generated Information	100%	100%	100%	100%	
EDTC-7	Procedures and Tests	100%	100%	100%	100%	
			100%	100%	100%	
Antibiotic Stewardship						
Improving the use of antibiotics is an important patient safety and public health issue as well as a national priority. A growing body of evidence demonstrates that hospital-based programs dedicated to improving antibiotic use, commonly referred to as "Antibiotic Stewardship Programs" can both optimize the treatment of infections and reduce adverse events associated with antibiotic use.		Yes/No			N/A	New pharmacist, Cody Bright is ASP Certified and has assumed responsibility for this program. Will continue to monitor and expect to see good things.

Lisa Andre

From: Robyn Dunckhorst
Sent: Thursday, August 22, 2019 12:37 PM
To: ajeetm@me.com; andrew.abrass@gmail.com; anthony.sciascia2@gmail.com; danamarks99@yahoo.com; Dr. Stirling; farr.chad.b@gmail.com; hermanp@pdol.org; jasonlasry@hotmail.com; lasvegas.em@gmail.com; mcjauc@gmail.com; Ashley Stephen; Becky Tisue; Candice Hotz; Cristal Fimbre Espinoza; Hannah Kohler; Jeff Michel; Jessica Grannis; Kayhlin Sorenson; Rita Clement; Sabrina Hatfield; Stephanie McGilvrey; Tina Wilson; Vai Fuli; Yolanda Gardner
Cc: Chris Mooney; Lisa Andre; Karen Cole
Subject: MUST READ REGARDING IMMEDIATE COMPLIANCE!
Attachments: CC doc.pdf

Greetings Everyone,

As all of you are well aware the prescribing provider and organization are to be in compliance with AB474. The ED is the focus point for data collection/reporting in relation to this compliance and we have had significant trouble reaching the benchmark and sustaining 92% compliance with this measure. In an effort to reach our benchmark we are putting a few steps in place to attempt to help. This will involve nursing helping gently remind the providers to do their documentation and I am hopeful that the providers see this as support.

The following actions are expected to happen, these steps are expected to start immediately and be sustained:

1. If the provider is prescribing or dispense a controlled substance (CS) to the patient they must review the pts. PMP, complete an face to face, risk assessment, and review the consent with the patient.
2. Once a provider has completed a prescription for a CS, or a take home pack of a CS, the provider is expected to complete their documentation. (please see front of ED provider printer for exact instructions on where to document if you do not know)
3. The nurse will then have the patient initial/sign the consent.
4. The nurse is the expected to have the provider sign the consent. DURING THIS TIME PLEASE REMIND THE PROVIDER TO DOCUMENT AB474 COMPLIANCE.
5. The provider then signs the prescription, or the dispensing log, and finishes the depart process.
6. Before the nurse discharges the patient the nurse should quickly review the provider documentation to ensure that they have documented and if they have not please remind them again. We respect that nurses can only do so much and this is ultimately the provider responsibility to complete the documentation. (attached is an example of what the documentation should look like. Please go to the "physician chart" to easily view this. It will be towards the bottom of the document under MDM)
7. I will also be placing a highlighted laminated reminder on the providers computer that will hopefully provide a visual que. Providers please do not remove this.

I have no doubts that with these additional steps added we will meet our benchmark. Although this seems burdensome CS prescribing only makes up approx. 5% (30) of the patients that we see monthly. Because of this small number just a few misses makes it so we do not meet our benchmark.

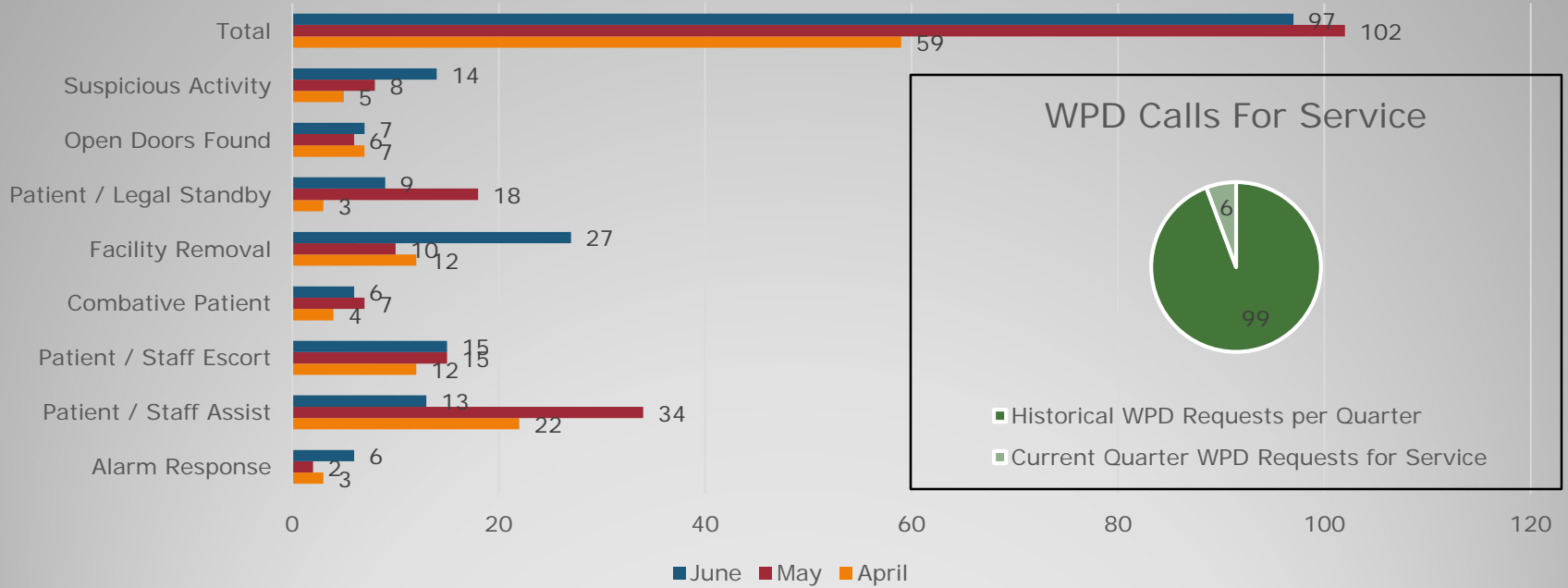
Thank you for all your help and support moving forward,

*Robyn Dunckhorst, BSN, RN, CEN
Emergency Department Manager*

April – June 2019 Security Report



Security Service Responses



Humboldt General Hospital



HUMBOLDT GENERAL HOSPITAL EMS RESCUE

118 E. Haskell Street • Winnemucca, Nevada 89445
Phone 775.623.5222

8 August 2019

From: Chief, HGH EMS Rescue

To: Distribution

Subject: 2019 Night in the Country (NITC) Medical Services After-Action Report

1. HGH EMS Rescue provided on-site medical services for the 2019 Night in the Country music festival in Yerington, NV from 25-28 July 2019. Our on-site Medical Director was Dr. Jeff Westin and we worked with staff from South Lyon Medical Center (SLMC), Mason Valley Fire Protection District (MVFPD), Yerington Police Department (YPD), Lyon County Sheriff's Office, and Lyon County Sheriff's Office Communications (LCSOC).
2. Overall, the event was extremely successful, with 100 patients treated in the clinic. This year we started a new service and provided free over-the-counter medications (ibuprofen, aspirin, Tylenol, Benadryl, band-aids, ear plugs, moleskin, and antibiotic ointment) to 21 additional patients. A total of four high acuity patients were transported to SLMC by HGH EMS ground ambulance. Our relationship with all of the NITC partners continued to be very productive and directly benefited the event attendees.
3. The Boys and Girls Club staff was extremely helpful in the lead-up to, and execution of the event. They went out of their way to help us obtain a golf cart to re-populate patients, procure vehicle passes, arrange electrical power for the hospital tent, and myriad other small details that made the event run smoothly.
4. SLMC provided the medical director and the reach-back to their ER for high acuity patients. They also provided an RN to work at the event, who was extremely helpful and provided superb patient care. SLMC also allowed us to draw some medications from their pharmacy when we had a shortage. Their cooperation and support was greatly appreciated.
5. Radio communications this year were greatly improved over past years, thanks to the diligent efforts of YPD, MVFPD and LCSOC to obtain additional radios and a dedicated medical channel. This improvement greatly facilitated medical command and control and we hope this can be replicated at future events.
6. We also enjoyed a fantastic relationship with on-site law enforcement that helped us to deal effectively with uncooperative patients. Their efforts have dramatically improved the overall atmosphere of the event, and were instrumental in maintaining the safety of our staff and patients.
7. MVFPD was exceptionally gracious and allowed us to use the showers at the fire house, a much appreciated luxury after working in 100 degree heat. They also maintained crews at the



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event during peak hours, which gave us a great deal of reassurance in case of a mass casualty incident. We are extremely appreciative of their efforts.

8. For next year, we will endeavor to improve our preparation efforts, especially in the area of weather contingencies. This year we experienced afternoon thunderstorms on two days that damaged one of our tents.
9. Without the pre-event coordination of partner agencies, HGH EMS could not provide this high level medical care and event coordination. Through the efforts of MVFPD and YPD, emergency contingency plans are in place to protect the health and safety of event spectators and Boys and Girls Club of Mason Valley.
10. HGH EMS looks forward to the opportunity to continue these outstanding partnerships at NITC 2020.

Sincerely,

A handwritten signature in blue ink that reads "Sean Burke".

Sean Burke
Chief, HGH EMS Rescue

Distribution: HGH CEO, SLMC CEO, Boys & Girls Club of Mason Valley, Mason Valley Fire Protection District Yerington Police Dept., Lyon County Sheriff's Office, Dr. Westin, NITC File



80th Legislature (2019)
End of Session Report

Nevada Rural Hospital Partners
July 2019

Introduction

For the 80th session, 1,297 Bill Draft Requests (BDRs) were filed. 1,179 BDRs became pieces of legislation (Bills and Resolutions) and of these, 687 passed the Legislature. Of these bills, Governor Sisolak vetoed only 3 measures. NRHP tracked over 200 of these bills that had a potential impact on healthcare in general, hospitals, district hospitals, long term care, mental health, pharmacy, physicians, nurses, and human resources.

Assembly Bills That Passed Into Law

AB49: Revises provisions relating to the monitoring of prescriptions for controlled substances. (BDR 40-420) Regulations required. Effective: 1/1/2020

AN ACT relating to controlled substances; requiring the NV Chief Medical Officer to upload certain information relating to a drug overdose to the computerized program to track certain prescriptions for controlled substances; requiring the program to allow the upload of such information to the extent of available money; revising requirements concerning the uploading of certain information to the program; authorizing certain action against practitioners and licensing boards who commit certain violations relating to the program; and providing other matters properly relating thereto.

AB66: Provides for the establishment of crisis stabilization centers in certain counties. (BDR 39-486) Regulations required. Effective: 1/1/2020

AN ACT relating to mental health; authorizing the holder of a license to operate a psychiatric hospital that meets certain requirements to obtain an endorsement as a crisis stabilization center; providing for the licensure and regulation of providers of nonemergency secure behavioral health transport services; authorizing a licensed provider of such services to transport persons with mental illness under certain conditions; requiring certain health maintenance organizations and managed care organizations to negotiate with such hospitals to become in network providers; and providing other matters properly relating thereto.

AB70: Revises provisions governing the Open Meeting Law. (BDR 19-421) Effective: 10/1/19

AN ACT relating to meetings of public bodies; making various changes relating to meetings of public bodies; providing a penalty; and providing other matters properly relating thereto.

AB76: Revises provisions relating to regional behavioral health policy boards. (BDR 39-470) Effective: 1/1/2019

AN ACT relating to mental health; authorizing the Commission on Behavioral Health to employ certain persons to assist the regional behavioral health policy boards; revising the counties that comprise certain behavioral health regions; creating the Clark Behavioral Health Region; revising the appointing authority to and members of a regional behavioral health policy board; revising the duties of a regional health policy board; and providing other matters properly relating thereto.



AB132: Revises provisions governing employment practices (pre-employment drug screening). (BDR 53-29) Effective: 1/1/2020

AN ACT relating to employment; prohibiting the denial of employment because of the presence of marijuana in a screening test taken by a prospective employee with certain exceptions; authorizing an employee to rebut the results of a screening test under certain circumstances; and providing other matters properly relating thereto.

AB136: Makes various changes relating to public construction. (BDR 28-145) Effective: 7/1/2019

AN ACT relating to public construction; revising the manner in which the prevailing wage is determined; lowering the estimated thresholds at or above \$100,000 which prevailing wage requirements apply to certain public construction projects; and providing other matters properly relating thereto.

AB147: Authorizes a physician assistant or advanced practice registered nurse to perform certain services. (BDR 40-85) Effective: 7/1/2019

AN ACT relating to providers of health care; authorizing a physician assistant or advanced practice registered nurse to perform certain services; and providing other matters properly relating thereto.

✓ AB169: Establishes the Maternal Mortality Review Committee. (BDR 40-712) Effective: 1/1/2020

AN ACT relating to maternal health; establishing the Maternal Mortality Review Committee; requiring the Committee to review each incident of maternal mortality and severe maternal morbidity in this State; and providing other matters properly relating thereto.

✓ AB239: Revises provisions relating to controlled substances. (BDR 54-703) Bulletin required. Effective: 6/3/2019

CHECKLIST for Administrators:

AN ACT relating to controlled substances; revising requirements concerning the review and investigation of a complaint concerning certain violations relating to controlled substances; requiring certain professional licensing boards that regulate prescriptions for controlled substances or practitioners who issue such prescriptions to develop and disseminate an explanation or technical advisory bulletin concerning certain requirements relating to such prescriptions; clarifying the independent authority of the State Board of Pharmacy to take disciplinary action; revising provisions concerning prescribing controlled substances for the treatment of pain; requiring a system for the maintenance of electronic health records to have certain capabilities; and providing other matters properly relating thereto.

- Previously, the Executive Director of each licensing Board was required to review and evaluate any complaint or information received from a Board of Pharmacy Investigation. If the licensee was being reviewed, they previously had to attest that he or she complied with the requirements to obtain a patient utilization report from the PDMP, the



controlled substance intended to be longer than 30 days, the practitioner must make a good faith effort to obtain and review “any” medical records of the patient “that are relevant to the prescription” and document those efforts.

- Increases authority of the Board of Pharmacy to take disciplinary action against the licensees of other boards.
- Allows for the Board to adopt regulations to integrate the PDMP within electronic health records.
- Effective June 5th, 2019.

AB254: Revises provisions relating to sickle cell disease and its variants. (BDR 40-20) Effective: 10/1/2019

AN ACT relating to public health; requiring the Chief Medical Officer to establish and maintain a system for reporting certain information on sickle cell disease and its variants; authorizing administrative penalties for failure to report certain information; revising requirements concerning screening infants for sickle cell disease and its variants and sickle cell trait; requiring Medicaid to cover certain supplements recommended by the Pharmacy and Therapeutics Committee; requiring a health insurer to include coverage for certain prescription drugs and services for the treatment of sickle cell disease and its variants in its policies; authorizing a prescription of certain controlled substances for the treatment of acute pain caused by sickle cell disease and its variants for a longer period than otherwise allowed; requiring a health maintenance organization or managed care organization to take certain actions with respect to certain insureds diagnosed with sickle cell disease and its variants; and providing other matters properly relating thereto.

- Mandated hospital reporting on cases of sickle cell disease

AB299: Revises provisions governing certain powers of attorney. (BDR 13-691) Effective: 10/1/2019

AN ACT relating to powers of attorney; defining the term “nondurable” for certain purposes relating to powers of attorney; revising provisions relating to powers of attorney for certain financial matters and health care; revising provisions relating to the Nevada Lockbox; and providing other matters properly relating thereto.

AB310: Revises provisions regarding the manner in which prescriptions are given to pharmacies. (BDR 54-885) Effective: 1/1/2021

AN ACT relating to prescriptions; requiring a prescription to be given to a pharmacy by electronic transmission in certain circumstances; providing certain exemptions; authorizing professional discipline and administrative penalties against a practitioner who violates that requirement; authorizing a written prescription to be given indirectly; and providing other matters properly relating thereto.



- Is the plan in writing?
 - Is the plan in effect at all times?
 - Is the plan available to be viewed by each employee of the facility at all times?
 - Is the plan specific to each unit, are, and location maintained by the facility?
 - Was the plan developed in collaboration with the committee on workplace safety?
 - Does the plan include the training requirements?
 - Does the plan include procedures to investigate and respond to incidents of workplace violence?
 - Does the plan include procedures to meet the DPBH regulations on assessing and responding to situations that create the potential for workplace violence? **[Regs not adopted yet]**
 - Does the plan include procedures to correct hazards the increase the risk of workplace violence? (Including using feasible/applicable engineering controls, and work practice controls to eliminate or minimize exposure of employees or other providers of care)
 - Does the plan include procedures for obtaining assistance from security guards or public safety agencies when appropriate?
 - Does the plan include procedures for responding to incidents involving an active shooter or other threats of mass casualties through the plans for evacuation and sheltering that are feasible and appropriate?
 - Does the plan include procedures for annually assessing the effectiveness of the plan, in collaboration with the committee of workplace safety?
- Maintain the plan

Training

- Require all employees of the facility and other providers of care at the facility to receive training concerning the prevention of workplace violence
 - Required upon the adoption of a new plan for the prevention of workplace violence
 - Required upon employment and annually thereafter
 - Required upon commencing new job duties/assignment in a new location of the facility
 - Required when a previously unrecognized hazard is identified Or when a material change to the facility requires a change to the plan



- trained to address such incidents and designated to be available to immediately assist in the response to such an incident without interrupting patient care;
- Provide timely medical care or first aid to employees or other providers of care who have been injured in an incident of workplace violence;
- Identify each employee or other provider of care involved in an incident of workplace violence;
- Offer counseling to each employee and other provider of care affected by an incident of workplace violence;
- Offer the opportunity for each employee and other provider of care, including, without limitation, supervisors and security guards, involved in an incident of workplace violence to debrief as soon as possible after the incident at a time and place that is convenient for the employee or other provider of care;
- Review any patient-specific risk factors and any measures specified to reduce those factors;
- Review the implementation and effectiveness of corrective measures taken under the plan; and
- Solicit the feedback of each employee or other provider of care involved in an incident of workplace violence concerning the precipitating factors of the incident and any measures that may have assisted in preventing the incident.

Reporting

- Develop processes to encourage employees and other providers of care to report incidents of workplace violence and concerns about workplace violence
- Report to the Division of Industrial Relations of the Department of Business and Industry:
 - Any incident that Involves the use of physical force against an employee or other provider of care by a patient or a person accompanying a patient
 - Any incident that involves the use of a firearm or other dangerous weapon
 - Any incident that presents a realistic possibility of death or serious physical harm to an employee or other provider of care
- A medical facility shall submit to the Division of Industrial Relations the most current annual summary of workplace injuries and illnesses compiled pursuant to 29 C.F.R. § 1904.32 (**OSHA Form**)

Division Regulations (to be developed)

- The term “unit” for the purposes of the plan



AB469: Revises provisions governing billing for certain medically necessary emergency services. (BDR 40-704) Effective: 1/1/2020

AN ACT relating to health care; limiting the amount a provider of health care may charge a person who has health insurance for certain medically necessary emergency services provided when the provider is out-of-network; requiring an insurer to arrange for the transfer of a person who has health insurance to an in-network facility under certain circumstances; prescribing procedures for determining the amount that an insurer is required to pay a provider of health care which is out-of-network for certain medically necessary emergency services provided to an insured; requiring the reporting of certain information related to that process; and providing other matters properly relating thereto.

AB494: Revises provisions governing financial support for health care for indigent persons. (BDR 38-1204) Effective: 6/5/19

AN ACT relating to health care; authorizing the use of money in the Fund for Hospital Care to Indigent Persons to offset certain decreases in other state funds; and providing other matters properly relating thereto.



certain types of radiation therapy and radiologic imaging; providing for the enforcement of the requirements concerning radiation therapy and radiologic imaging; authorizing the imposition of disciplinary action or an injunction against a person who engages in radiation therapy or radiologic imaging in certain circumstances; providing penalties; and providing other matters properly relating thereto.

- Allows techs currently performing x-rays or CTs without certification to obtain a “grandfathered license”, would require them to take CEUs and relicense on a periodic basis
- Also allows persons (MA s) taking plain films in an RHC or FQHC under a physician’s license to continue to be able to perform this function if: there is QA oversight and periodic documented education

SB134: Makes various changes relating to advanced practice registered nurses. (BDR 43-63) Effective: 5/21/2019

AN ACT relating to nurses; authorizing an advanced practice registered nurse to make certain certifications, diagnoses and determinations in lieu of a physician or other provider of health care; and providing other matters properly relating thereto.

SB192: Revises provisions relating to health care. (BDR 53-781) Effective: 1/1/2020

AN ACT relating to health care; prescribing certain requirements for health benefits for the purpose of determining the minimum wage required to be paid to employees in private employment in this State; requiring a hospital to provide notice to a patient of certain rights; and providing other matters properly relating thereto.

- Mandated hospital posting

SB223: Revises provisions relating to persons in need of care or assistance. (BDR 13-67) Effective: 10/1/2019

AN ACT relating to persons in need of care or assistance; revising provisions relating to the notarization of a nomination of a guardian and certain powers of attorney; revising provisions relating to the power of an agent, acting pursuant to a power of attorney, to consent to the placement of a principal in certain facilities; enacting provisions providing for notice and an opportunity to be heard before a patient is discharged or transferred out of certain facilities under certain circumstances; and providing other matters properly relating thereto.

SB243: Revises provisions relating to prevailing wages. (BDR 28-768) Effective: 7/1/2019

AN ACT relating to public construction; revising the procedure for determining the prevailing rate of wages; and providing other matters properly relating thereto.

- Creates prevailing wage regions to help rural NV



monthly wage; revising provisions providing for an annual increase in benefits for permanent total disability; authorizing assessments against certain employers to defray the costs of certain compensation for permanent total disability; repealing provisions authorizing annual payments to certain persons who are entitled to compensation for permanent total disability; and providing other matters properly relating thereto.

SB381: Revises provisions relating to workers' compensation. (BDR 53-1157) Effective: 1/1/2020

AN ACT relating to industrial insurance; establishing the substantive right of an injured employee to choose a treating physician or chiropractor under the Nevada Industrial Insurance Act or the Nevada Occupational Diseases Act; revising provisions governing the panel of treating physicians and chiropractors established by the Administrator of the Division of Industrial Relations of the Department of Business and Industry to require the inclusion of certain physicians and chiropractors; authorizing the Administrator to select a rating physician or chiropractor for an injured employee upon request; and providing other matters properly relating thereto.

SB456: Revises provisions relating to staff privileges for advanced practice registered nurses at hospitals. (BDR 40-786) Effective: 10/1/2019

AN ACT relating to hospitals; authorizing the admission of an advanced practice registered nurse to membership on the medical staff of a hospital; prohibiting a hospital from automatically granting or denying such admission for certain reasons; and providing other matters properly relating thereto

SB470: Revises provisions relating to health care. (BDR 40-785) Regulations required. Effective: 7/1/2019

AN ACT relating to health care; requiring the State Board of Health to require a medical facility, facility for the dependent or facility which is otherwise required to be licensed by regulations adopted by the Board to conduct training relating specifically to cultural competency for certain agents and employees of such a facility; and providing other matters properly relating thereto.

SB482: Revises provisions relating to health insurance. (BDR 57-531) Effective: 5/29/19

AN ACT relating to health insurance; authorizing the Commissioner of Insurance to enter into certain types of interstate compacts; authorizing the Commissioner to allow reciprocal licensure with certain states; authorizing the Commissioner to apply to the Secretary of Health and Human Services for a certain waiver; removing certain waiting period requirements for health benefit plans for individuals not purchased on the Silver State Health Insurance Exchange; and providing other matters properly relating thereto.



Senate Bills That Failed To Become Law

SB63: Revises provisions that relate to certain health care professions and which govern new construction by or on behalf of health facilities. (BDR 54-474)

AN ACT relating to health care; requiring certain entities to issue a provisional license or certificate in certain situations to applicants who are applying to practice as providers of health care; authorizing such entities to disclose the information included in certain applications to certain types of insurers if the applicant provides written authorization for such a disclosure; removing provisions for the expenditure of certain application fees; removing prohibitions on certain expenditures for new construction by or on behalf of a health care facility in certain less populated areas without the approval of the Director of the Department of Health and Human Services; and providing other matters properly relating thereto.

SB116: Provides for the selection of a proxy decision-maker to make medical treatment decisions for certain adult patients who lack the capacity to provide consent to or refusal of medical treatment. (BDR 40-524)

AN ACT relating to health care; providing for the selection of a proxy decision-maker for an adult patient who lacks the capacity to provide consent to or refusal of medical treatment; establishing standards for carrying out decisions for the medical treatment of an adult patient for whom a proxy decision-maker has been selected; and providing other matters properly relating thereto.

SB171: Provides for the collection of information from certain providers of health care. (BDR 54-73)

AN ACT relating to health care; requiring certain providers of health care to complete a biennial data request; requiring the Office of Statewide Initiatives of the University of Nevada, Reno, School of Medicine to establish and maintain the information collected using the data request; establishing the Health Care Workforce Working Group within the Office to analyze the information and perform certain related duties; requiring the director of certain medical laboratories to report the results of certain tests to the Chief Medical Officer and health authority; providing penalties; and providing other matters properly relating thereto.

SB271: Revises provisions relating to physician assistants. (BDR 54-522)

AN ACT relating to professions; authorizing a physician assistant to provide emergency care in certain emergency situations without the supervision of a physician or osteopathic physician; authorizing a physician to refuse to act as a supervising physician; prohibiting a supervising physician or supervising osteopathic physician from supervising more than 10 physician assistants at the same time; authorizing a supervising physician to supervise a physician assistant in person, electronically, telephonically or by fiber optics; providing that a person may be simultaneously licensed as a physician assistant by the Board of Medical Examiners and the State Board of Osteopathic Medicine; requiring a supervising physician and supervising osteopathic physician to review and initial charts of patients of certain physician assistants; authorizing the Board of Medical Examiners and the State Board of Osteopathic Medicine to adopt certain regulations; adding a physician assistant as a voting member to the Board of



2019-2020 Interim Committees

For the 2019-2020 interim period, NRHP will be monitoring the Legislative Committee on Health Care, the Interim Finance Committee, and the Legislative Committee on Senior Citizens, Veterans and Adults with Special Needs, as usual. The members for these committees are expected to be appointed at the next meeting of the Legislative Commission.

Additionally, we will also be monitoring the study of the Feasibility, Viability, and Design of a Public Healthcare Insurance Plan for Nevadans; the ADSD study on the Feasibility of Establishing Assisted Living Facilities in Rural NV (AB122); the Regional Behavioral Health Policy Boards; and all of the state regulatory workshops and public hearings.

Conclusion and Next Steps

Additionally, for each facility, you want you to know who your Federal and State Representatives are. In addition to Senator Catherine Cortez-Masto and Senator Jacky Rosen, the representatives are:

<u>Hospital</u>	<u>Congress</u>	<u>State Senate</u>	<u>State Assembly</u>
Banner Churchill Community Hospital	Amodei	Settelmeyer	Titus
Battle Mountain General Hospital	Amodei	I. Hansen	A. Hansen
Boulder City Hospital	Lee	Hardy	Leavitt
Carson Valley Medical Center	Amodei	Settelmeyer	Wheeler
Desert View Hospital	Horsford	Goicoechea	Hafen
Grover C Dils Medical Center	Horsford	Goicoechea	Ellison
Humboldt General Hospital	Amodei	I. Hansen	A. Hansen
Incline Village Community Hospital	Amodei	Kieckhefer	Krasner
Mt. Grant General Hospital	Horsford	I. Hansen	A. Hansen
Pershing General Hospital	Amodei	I. Hansen	A. Hansen
South Lyon Medical Center	Horsford	Settelmeyer	Titus
William Bee Ririe Hospital	Horsford	Goicoechea	Ellison

Lastly, please bring problems to NRHP’s attention! Even if you just have “wish list” ideas, please put them on our radar! Even with all the eyes, legislative tracking, etc. some item in some bill could affect you. If you have questions or concerns, or hear of anything, please don’t hesitate to ask. We are more than happy to look into any of these issues for you.





Memorandum

To: Hospital Board of Trustees

From: Gaulin, Paul, M.D.

Date: August 21, 2019

Re: Appointments/Reappointments

At both the July 11, 2019 and the August 8, 2019 Medical Staff meeting, we approved the following applications:

Provisional:

- ✚ Veronica Janhunen, M.D.
- ✚ Kermit Brunelle, M.D.
- ✚ Joel McReynolds, M.D.
- ✚ Michael Odom, M.D.
- ✚ Srikishna Vulava, M.D.
- ✚ Alex Curtis, M.D.
- ✚ Craig Dates, M.D.

- Provisional – Pediatrics
- Provisional – Pediatrics
- Provisional – Internal Medicine
- Provisional – Family Medicine/OB
- Provisional – Internal Medicine
- Provisional – Family Practice/OB
- Provisional – Emergency Medicine

Appointment:

- ✚ Vinh-Truyen Nguyen, M.D.

- Active – Internal Medicine

Reappointment:

- ✚ Bradford Granath, M.D.
- ✚ Christopher Igtiben, M.D.
- ✚ James Sullivan, M.D.
- ✚ Robert Leckie, M.D.
- ✚ Juan Pederson, SFA
- ✚ Thomas Rembetski, M.D.

- Active – Family Practice/OB
- Active – Internal Medicine
- Consulting – Nephrology
- Active – Radiology
- Allied – Surgical First Assistant
- Courtesy – General Surgery

The Medical Staff recommends your final approval of these applications listed.

Thank you,

- ❖ **Veronica Janhunnen, MD** is applying for appointment to provisional staff with privileges in Pediatrics. She joined HGH 08/05/2019. She joined us from Elko, where she was practicing Pediatric Medicine.
- ❖ **Kermit Brunelle, MD** is applying for appointment to provisional staff with privileges in Pediatrics.
- ❖ **Joel McReynolds, MD** is applying for appointment to provisional staff with privileges in Internal Medicine.
- ❖ **Michael Odom, MD** is applying for appointment to provisional staff with privileges in Family Medicine with OB. He is a part of the Rural Physicians Group.
- ❖ **Srikishna Vulava, MD** is applying for appointment to provisional staff with privileges in Internal Medicine. He is a part of the Rural Physicians Group.
- ❖ **Alex Curtis, MD** is applying for appointment to provisional staff with privileges in Family Practice with OB. He will begin practicing at HGH in September.
- ❖ **Craig Dates, MD** is applying for provisional staff in Emergency Medicine. He is a part of the Envision Group.
- ❖ **Vinh-Truyen Nguyen, MD** is applying for appointment to active staff with privileges in Internal Medicine. He was granted provisional privileges 01/22/2019. He is a part of the Rural Physicians Group.
- ❖ **Bradford Granath, MD** is applying for reappointment in active staff with privileges in Family Practice with OB. He was appointed to staff at HGH 05/24/2005. He has recently moved to Washington state, but would like to maintain privileges at HGH.
- ❖ **Christopher Igtiben, MD** is applying for reappointment to active staff with privileges in Internal Medicine. He was appointed to staff at HGH 08/04/2016. He is a part of the Rural Physicians Group.
- ❖ **James Sullivan, DO** is applying for reappointment to consulting staff with privileges in Nephrology. He was appointed to staff at HGH 05/20/2010. He is currently affiliated with Sierra Nevada Nephrology Consultants in Reno, NV.
- ❖ **Robert Leckie, MD** is applying for reappointment to active staff with privileges in Radiology. He was appointed to staff 07/23/1998.
- ❖ **Juan Pederson, Surgical First Assistant** is applying for reappointment to allied health with privileges in Surgical First Assistant. He was appointed to staff at HGH 07/23/2013.
- ❖ **Thomas Rembetski, MD** is applying for reappointment to courtesy staff with privileges in General Surgery. He was appointed to staff 04/24/2003.

Financial Narrative

Period Ending June 30, 2019

STATISTICS

- Patient days are 31 days over budget for the month and 554 days under budget year to date
- OR cases are over budget by 25 for the month and over budget by 194 cases year to date
- Radiology tests are higher than budgeted by 101 tests for the month and 702 tests year to date
- Lab tests for the month are 1,719 tests over budget and year to date is over budget by 7,726 tests
- Emergency room visits are over budget by 81 for the month and 417 year to date
- Clinic visits are 370 visits lower than budgeted for the month and 4,851 visits lower than budgeted for the year

FINANCIAL STATEMENTS

- Month to date net loss from operations was \$178 compared to a budgeted loss of \$2.3M. This large variance is due to the budget augmentation of \$2M being allocated to June expenses
- June operating revenues are higher than budgeted by approximately \$1.4M
- Month to date net loss is \$204,559, compared to a budgeted loss of \$1.9M
- Month to date non-operating revenues/expenses include the first donation installment to Great Basin College of \$333,333
- Year to date net income is \$4.2M compared to a budgeted loss of \$969K
- Restricted cash of approximately \$18K is related to nursing home patient funds held in trust for the residents
- These financials do not include any audit adjustments for FY19.

YEAR TO DATE REVENUE PAYOR MIX

Payor	Hospital FY19	Hospital FY18	Clinic FY19	Clinic FY18
Medicare	36.7%	37.3%	25.8%	27.2%
Medicaid	21.8%	20.7%	26.1%	27.2%
Insurance	29.3%	30.4%	39.3%	37.1%
Private pay	8.4%	7.8%	6.1%	5.9%
Other	3.8%	3.8%	2.7%	2.6%

**Humboldt General Hospital
Statistics Comparison**

June 30, 2019

	<u>Monthly Budget</u>	<u>June-19 Actual</u>	<u>MTD Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Variance</u>
Med/Surg Pt Days	158	165	4.21%	1,900	1,951	2.68%
Pediatric Days	-	2	0.00%	-	57	0.00%
Obstetrics Pt Days	30	18	-40.66%	364	352	-3.30%
Nursery Pt Days	32	23	-27.37%	380	394	3.68%
ICU Pt Days	12	27	131.43%	140	190	35.71%
Swing Bed Days	28	25	-9.09%	330	385	16.67%
Harmony Manor Days	840	861	2.50%	10,080	9,330	-7.44%
Quail Corner Days	200	210	5.00%	2,400	2,381	-0.79%
Labor Room Deliveries	19	11	-41.33%	225	222	-1.33%
Operating Room Cases	93	118	26.43%	1,120	1,314	17.32%
Radiology Tests	1,100	1,201	9.18%	13,200	13,902	5.32%
Laboratory Tests	7,018	8,737	24.50%	84,214	91,940	9.17%
Emergency Room Visits	600	681	13.50%	7,200	7,617	5.79%
Amulance Runs	225	282	25.33%	2,700	2,888	6.96%
RHC Visits	2,424	2,054	-15.28%	29,092	24,241	-16.67%

Days are counted in month discharged.

HUMBOLDT GENERAL HOSPITAL
 FINANCIAL STATEMENT OF PROFIT OR (LOSS)
 COMPARISON TO BUDGET
 FOR 12TH MONTH ENDED
 JUNE 30, 2019

DATE: 8/20/19
 TIME: 17:16:08

	-----CURRENT PERIOD-----			-----YEAR-TO-DATE-----		
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE
OPERATING REVENUES						
ROOM / BED CHARGES REVENUE						
ACUTE CARE	\$ 683,018	\$ 649,325	\$ 33,693	\$ 7,800,370	\$ 7,791,893	\$ 8,477
NURSING HOME (Harmony Manor)	197,408	208,659	(11,251)	2,080,237	2,503,900	(423,663)
MEMORY CARE (Quail Corner)	66,000	66,916	(916)	786,775	803,000	(16,225)
TOTAL ROOM / BED CHARGES	946,426	924,900	21,526	10,667,382	11,098,793	(431,411)
ANCILLARY CHARGES REVENUE						
IN-PATIENTS	2,497,063	2,184,373	312,690	26,350,889	26,212,536	138,353
OUT-PATIENTS	5,209,778	3,998,842	1,210,936	52,492,585	48,092,987	4,399,598
NURSING HOME (Harmony Manor)	265,194	166,888	98,306	2,210,550	2,002,659	207,891
MEMORY CARE (Quail Corner)	26,806	33,110	(6,304)	278,038	397,322	(119,284)
TOTAL ANCILLARY SERVICES REV	7,998,841	6,383,213	1,615,628	81,332,062	76,705,504	4,626,558
GROSS REVENUES						
FROM SERVICES TO PATIENTS	8,945,267	7,308,113	1,637,154	91,999,444	87,804,297	4,195,147
(LESS) CONTRACTUALS TO REVENUE	3,378,160	2,988,876	389,284	37,611,655	35,866,349	1,745,306
NET REVENUE FROM PATIENT SERV	5,567,107	4,319,237	1,247,870	54,387,789	51,937,948	2,449,841
OTHER OPERATING REVENUES	208,825	97,879	110,946	784,303	1,174,548	(390,245)
GRAND TOTAL OPERATING REVENUES	5,775,932	4,417,116	1,358,816	55,172,092	53,112,496	2,059,596
OPERATING EXPENSES						
PROFESSIONAL CARE OF PATIENTS	2,690,104	3,492,045	(801,941)	26,237,403	27,385,261	(1,147,858)
NURSING ADMIN. / QUALITY IMP.	103,517	68,129	35,388	1,088,916	817,554	271,362
DIETARY DEPARTMENT	1,803	89,560	(87,757)	963,080	1,074,742	(111,662)
HOUSEKEEPING/LAUNDRY/JANITOR	98,850	541,695	(442,845)	863,844	1,231,472	(367,628)
PLANT OPERATION & MAINTENANCE	120,702	96,124	24,578	1,159,094	1,153,378	5,716
MEDICAL RECORDS	70,327	41,217	29,110	689,526	494,857	194,669
ADMINISTRATION	1,524,899	1,299,281	225,618	13,630,477	13,429,987	200,490
PROVISION FOR DEPRECIATION	543,879	582,111	(38,232)	6,766,832	6,985,779	(218,947)
BAD DEBTS, NET OF RECOVERY	622,029	525,571	96,458	6,419,330	6,306,832	112,498
TOTAL OPERATING EXPENSES	5,776,110	6,735,733	(959,623)	57,818,502	58,879,862	(1,061,360)
OPERATING PROFIT OR (LOSS)	(178)	(2,318,617)	2,318,439	(2,646,410)	(5,767,366)	3,120,956
NON-OPERATING REV/(EXP)						
AD VALOREM TAXES	7,748	319,760	(312,012)	3,546,446	3,837,142	(290,696)
CONSOLIDATED TAXES	84,387	67,096	17,291	1,089,926	805,097	284,829
NET PROCEEDS OF MINES TAX	00	00	00	2,188,930	00	2,188,930
INTEREST EARNED	36,817	12,999	23,818	348,965	155,900	193,065
DONATIONS	(333,333)	00	333,333	(333,333)	00	333,333
TOTAL NON-OPERATING REV/(EXP)	(204,381)	399,855	(604,236)	6,840,934	4,798,139	2,042,795
NET INCOME OR (LOSS)	\$ (204,559)	\$ (1,918,762)	\$ 1,714,203	\$ 4,194,524	\$ (969,227)	\$ 5,163,751

Humboldt County Hospital District
Statement of Profit and (Loss)
For Period Ending: June 30, 2019

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$8,904,761	\$7,308,113	\$1,596,648	\$91,999,444	\$87,804,297	\$4,195,147
Deductions From Revenue						
Contractual Adjustments	3,201,448	2,968,365	(233,083)	37,048,762	35,571,096	(1,477,666)
Bad Debt & Charity Adjustments	795,630	546,084	(249,546)	6,978,594	6,553,087	(425,507)
Total Deductions From Revenue	<u>3,997,077</u>	<u>3,514,449</u>	<u>(482,628)</u>	<u>44,027,357</u>	<u>42,124,183</u>	<u>(1,903,174)</u>
Net Patient Service Revenue	4,907,683	3,793,664	1,114,019	47,972,087	45,680,114	2,291,973
Other Operating Revenue	<u>208,825</u>	<u>97,879</u>	<u>110,946</u>	<u>784,303</u>	<u>1,174,548</u>	<u>(390,245)</u>
Total Operating Revenue	<u>5,116,508</u>	<u>3,891,543</u>	<u>1,224,965</u>	<u>48,756,390</u>	<u>46,854,662</u>	<u>1,901,728</u>
Operating Expenses						
Salaries & Wages	1,537,312	1,453,703	(83,609)	16,886,419	17,444,356	557,937
Employee Benefits	524,756	558,424	33,668	5,998,759	6,261,000	262,241
Contract Labor	21,104	582,322	561,218	1,388,405	1,487,850	99,445
Professional Contracts	1,579,450	2,112,370	532,920	9,848,791	9,338,398	(510,393)
Supplies & Small Equipment	355,058	508,105	153,047	5,654,472	6,097,190	442,718
Equipment Maintenance	171,975	176,049	4,074	1,805,634	2,112,566	306,932
Rental & Lease	27,582	30,059	2,477	311,117	360,613	49,496
Insurance	67,007	45,674	(21,333)	469,759	548,000	78,241
Utilities	62,410	56,834	(5,576)	717,319	682,008	(35,311)
Depreciation	543,878	581,834	37,956	6,848,236	6,985,779	137,543
Travel, Meals & Education	170,864	40,098	(130,766)	527,509	309,691	(217,818)
Other Expenses	55,290	64,688	9,398	946,379	994,577	48,198
Total Operating Expenses	<u>5,116,686</u>	<u>6,210,160</u>	<u>1,093,474</u>	<u>51,402,800</u>	<u>52,622,028</u>	<u>1,219,228</u>
Net Operating Income /(Loss)	<u>(177)</u>	<u>(2,318,617)</u>	<u>2,318,440</u>	<u>(2,646,410)</u>	<u>(5,767,366)</u>	<u>3,120,956</u>
Non-Operating Revenue/(Expenses)						
County Tax Revenue	92,134	386,856	(294,722)	6,825,302	4,642,239	2,183,063
Interest Income	36,817	12,999	23,818	348,965	155,900	193,065
Donations	(333,333)	-	(333,333)	(333,333)	-	(333,333)
Total Non-Operating Revenue/(Expenses)	<u>(204,382)</u>	<u>399,855</u>	<u>(604,237)</u>	<u>6,840,934</u>	<u>4,798,139</u>	<u>2,042,795</u>
Net Income /(Loss)	<u>(\$204,559)</u>	<u>(\$1,918,762)</u>	<u>\$1,714,203</u>	<u>\$4,194,524</u>	<u>(\$969,227)</u>	<u>\$5,163,751</u>

Humboldt General Hospital
Hospital
Statement of Profit and (Loss)
For Period Ending: June 30, 2019

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$7,210,299	\$6,176,867	\$1,033,432	\$78,101,409	\$74,122,273	\$3,979,136
Deductions From Revenue						
Contractual Adjustments	2,842,699	2,567,684	(275,015)	32,774,952	30,812,101	(1,962,851)
Bad Debt & Charity Adjustments	729,291	474,634	(254,657)	6,109,486	5,695,698	(413,788)
Total Deductions From Revenue	<u>3,571,990</u>	<u>3,042,318</u>	<u>(529,672)</u>	<u>38,884,438</u>	<u>36,507,799</u>	<u>(2,376,639)</u>
Net Patient Service Revenue	3,638,309	3,134,549	503,760	39,216,971	37,614,474	1,602,497
Other Operating Revenue	197,884	74,371	123,513	648,764	892,463	(243,699)
Total Operating Revenue	<u>3,836,193</u>	<u>3,208,920</u>	<u>627,273</u>	<u>39,865,734</u>	<u>38,506,937</u>	<u>1,358,797</u>
Operating Expenses						
Salaries & Wages	936,697	909,955	(26,742)	10,462,449	10,919,336	456,887
Employee Benefits	524,756	558,424	33,668	5,998,759	6,261,000	262,241
Contract Labor	21,104	582,322	561,218	1,359,618	1,487,850	128,232
Professional Contracts	1,165,182	2,043,936	878,754	8,077,129	8,517,124	439,995
Supplies & Small Equipment	304,067	440,933	136,866	4,995,090	5,291,214	296,124
Equipment Maintenance	165,337	164,216	(1,121)	1,703,268	1,970,757	267,489
Rental & Lease	24,411	27,541	3,130	278,897	330,485	51,588
Insurance	67,007	45,674	(21,333)	469,759	548,000	78,241
Utilities	61,112	53,671	(7,441)	688,232	644,008	(44,224)
Depreciation	350,198	384,914	34,716	4,454,317	4,622,541	168,224
Travel, Meals, & Education	82,895	27,938	(54,957)	235,499	223,507	(11,992)
Other Expenses	49,517	47,459	(2,058)	881,105	727,895	(153,210)
Total Operating Expenses	<u>3,752,283</u>	<u>5,286,983</u>	<u>1,534,700</u>	<u>39,604,122</u>	<u>41,543,717</u>	<u>1,939,595</u>
Net Operating Income /(Loss)	<u>83,910</u>	<u>(2,078,063)</u>	<u>2,161,973</u>	<u>261,612</u>	<u>(3,036,780)</u>	<u>3,298,392</u>
Non-Operating Revenue/(Expenses)						
County Tax Revenue	92,134	386,856	(294,722)	6,825,302	4,642,239	2,183,063
Interest Income	36,817	12,999	23,818	348,965	155,900	193,065
Donations	<u>(333,333)</u>	<u>-</u>	<u>(333,333)</u>	<u>(333,333)</u>	<u>-</u>	<u>(333,333)</u>
Total Non-Operating Revenue/(Expenses)	<u>(204,382)</u>	<u>399,855</u>	<u>(604,237)</u>	<u>6,840,934</u>	<u>4,798,139</u>	<u>2,042,795</u>
Net Income /(Loss)	<u>(\$120,472)</u>	<u>(\$1,678,208)</u>	<u>\$1,557,736</u>	<u>\$7,102,546</u>	<u>\$1,761,359</u>	<u>\$5,341,187</u>

Humboldt General Hospital
Harmony Manor & Quail Corner
Statement of Profit and (Loss)
For Period Ending: June 30, 2019

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$555,407	\$473,996	\$81,411	\$5,341,961	\$5,687,946	(\$345,985)
Deductions From Revenue						
Contractual Adjustments	79,398	181,496	102,098	1,576,728	2,177,955	601,227
Bad Debt & Charity Adjustments	-	-	-	-	-	-
Total Deductions From Revenue	<u>79,398</u>	<u>181,496</u>	<u>102,098</u>	<u>1,576,728</u>	<u>2,177,955</u>	<u>601,227</u>
Net Patient Service Revenue	476,009	292,500	(20,687)	3,765,234	3,509,991	(947,212)
Other Operating Revenue	-	-	-	-	-	-
Total Operating Revenue	<u>476,009</u>	<u>292,500</u>	<u>183,509</u>	<u>3,765,234</u>	<u>3,509,991</u>	<u>255,243</u>
Operating Expenses						
Salaries & Wages	174,176	170,989	(3,187)	1,979,718	2,051,956	72,238
Contract Labor	-	-	-	28,788	-	(28,788)
Professional Contracts	-	7,250	7,250	51,996	87,000	35,004
Supplies & Small Equipment	9,311	18,663	9,352	157,484	224,000	66,516
Equipment Maintenance	30	2,087	2,057	7,919	25,000	17,081
Rental & Lease	1,885	481	(1,404)	7,592	5,728	(1,864)
Utilities	-	-	-	-	-	-
Depreciation	66,579	66,759	180	799,657	801,108	1,451
Travel, Meals & Education	40,801	2,234	(38,567)	47,612	26,628	(20,984)
Other Expenses	2,025	4,595	2,570	22,935	55,452	32,517
Total Operating Expenses	<u>294,806</u>	<u>273,058</u>	<u>(21,748)</u>	<u>3,103,700</u>	<u>3,276,872</u>	<u>173,172</u>
Net Operating Income /(Loss)	<u><u>\$181,203</u></u>	<u><u>\$19,442</u></u>	<u><u>\$161,761</u></u>	<u><u>\$661,533</u></u>	<u><u>\$233,119</u></u>	<u><u>\$428,414</u></u>

Humboldt General Hospital
Emergency Medical Services
Statement of Profit and (Loss)
For Period Ending: June 30, 2019

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$475,744	\$288,849	\$186,895	\$3,532,328	\$3,573,182	(\$40,855)
Deductions From Revenue						
Contractual Adjustments	154,013	134,414	(19,599)	1,516,190	1,563,974	47,784
Bad Debt & Charity Adjustments	26,041	35,950	9,909	454,673	431,400	(23,273)
Total Deductions From Revenue	<u>180,054</u>	<u>170,364</u>	<u>(9,690)</u>	<u>1,970,863</u>	<u>1,995,374</u>	<u>24,511</u>
Net Patient Service Revenue	295,690	118,485	196,585	1,561,464	1,577,808	(65,365)
Other Operating Revenue	<u>10,941</u>	<u>23,508</u>	<u>(12,567)</u>	<u>135,539</u>	<u>282,085</u>	<u>(146,546)</u>
Total Operating Revenue	<u>306,632</u>	<u>141,993</u>	<u>164,639</u>	<u>1,697,003</u>	<u>1,859,893</u>	<u>(162,890)</u>
Operating Expenses						
Salaries & Wages	303,716	142,904	(160,812)	2,342,291	1,714,848	(627,443)
Contract Labor	-	-	-	-	-	-
Professional Contracts	(500)	6,237	6,737	26,100	74,800	48,700
Supplies & Small Equipment	21,254	25,413	4,159	260,983	305,000	44,017
Equipment Maintenance	6,128	9,250	3,122	85,776	111,000	25,224
Rental & Lease	1,285	2,037	752	24,608	24,400	(208)
Utilities	1,298	3,163	1,865	29,087	38,000	8,913
Depreciation	28,980	42,913	13,933	412,065	515,000	102,935
Travel, Meals & Education	18,993	8,500	(10,493)	158,530	51,000	(107,530)
Other Expenses	2,472	9,679	7,207	26,071	167,159	141,088
Total Operating Expenses	<u>383,626</u>	<u>250,096</u>	<u>(133,530)</u>	<u>3,365,511</u>	<u>3,001,207</u>	<u>(364,304)</u>
Net Operating Income /(Loss)	<u>(\$76,995)</u>	<u>(\$108,103)</u>	<u>\$31,108</u>	<u>(\$1,668,507)</u>	<u>(\$1,141,314)</u>	<u>(\$527,193)</u>

Humboldt General Hospital
Rural Health Clinics
Statement of Profit and (Loss)
For Period Ending: June 30, 2019

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$663,311	\$368,401	\$294,910	\$5,023,747	\$4,420,896	\$602,851
Deductions From Revenue						
Contractual Adjustments	125,338	84,771	(40,567)	1,180,893	1,017,066	(163,827)
Bad Debt & Charity Adjustments	40,298	35,500	(4,798)	414,435	425,989	11,554
Total Deductions From Revenue	<u>165,636</u>	<u>120,271</u>	<u>(45,365)</u>	<u>1,595,328</u>	<u>1,443,055</u>	<u>(152,273)</u>
Net Patient Service Revenue	497,675	248,130	340,275	3,428,419	2,977,841	755,124
Other Operating Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Operating Revenue	<u>497,675</u>	<u>248,130</u>	<u>249,545</u>	<u>3,428,419</u>	<u>2,977,841</u>	<u>450,578</u>
Operating Expenses						
Salaries & Wages	122,723	229,855	107,132	2,101,962	2,758,216	656,254
Contract Labor	-	-	-	-	-	-
Professional Contracts	414,768	54,947	(359,821)	1,693,565	659,474	(1,034,091)
Supplies & Small Equipment	20,426	23,096	2,670	240,915	276,976	36,061
Equipment Maintenance	481	496	15	8,671	5,809	(2,862)
Rental & Lease	-	-	-	20	-	(20)
Utilities	-	-	-	-	-	-
Depreciation	98,121	87,248	(10,873)	1,182,196	1,047,130	(135,066)
Travel, Meals & Education	28,175	1,426	(26,749)	85,868	8,556	(77,312)
Other Expenses	1,276	2,955	1,679	16,269	44,071	27,802
Total Operating Expenses	<u>685,970</u>	<u>400,023</u>	<u>(285,947)</u>	<u>5,329,466</u>	<u>4,800,232</u>	<u>(529,234)</u>
Net Operating Income /(Loss)	<u>(\$188,295)</u>	<u>(\$151,893)</u>	<u>(\$36,402)</u>	<u>(\$1,901,048)</u>	<u>(\$1,822,391)</u>	<u>(\$78,657)</u>

HUMBOLDT GENERAL HOSPITAL
 BALANCE SHEET
 AT
 JUNE 30, 2019

DATE: 8/20/19
 TIME: 17:27:55

	THIS YEAR	LAST YEAR	INC/ (DEC)	INC/ (DEC) %
ASSETS:				
CURRENT ASSETS				
CASH AND INVESTMENTS	\$ 29,061,686	\$ 25,063,191	\$ 3,998,495	16.0
RESTRICTED CASH	18,871	20,479	(1,608)	(7.9)
ACCOUNTS RECEIVABLE, NET OF ALLOW.DBTFL.ACCT	13,098,011	9,694,140	3,403,871	35.1
INVENTORY	1,776,430	1,666,343	110,087	6.6
PREPAID EXPENSES	918,935	281,969	636,966	225.9
	-----	-----	-----	-----
TOTAL CURRENT ASSETS	44,873,933	36,726,122	8,147,811	22.2
	-----	-----	-----	-----
PROPERTY, PLANT, & EQUIPMENT				
NET OF DEPRECIATION	60,110,607	66,221,577	(6,110,970)	(9.2)
	-----	-----	-----	-----
DEFERRED OUTFLOWS OF RESOURCES				
PENSION DEFERRED OUTFLOWS	5,170,460	5,170,460	00	
	-----	-----	-----	-----
TOTAL ASSETS:	\$ 110,155,000	\$ 108,118,159	\$ 2,036,841	1.9
	=====	=====	=====	=====
LIABILITIES:				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	2,000,781	2,889,674	(888,893)	(30.8)
ACCRUED PAYROLL	669,813	975,078	(305,265)	(31.3)
ACCRUED PTO & SICK LEAVE	978,493	922,018	56,475	6.1
3RD PARTY PAYABLE/(REC)	(450,909)	567,000	(1,017,909)	**
SNF TRUST FUND DEPOSITS	18,390	20,479	(2,089)	(10.2)
	-----	-----	-----	-----
TOTAL CURRENT LIABILITIES	3,216,568	5,374,249	(2,157,681)	(40.1)
	-----	-----	-----	-----
LONG-TERM LIABILITIES				
NET PENSION LIABILITY	27,377,824	27,377,824	00	
	-----	-----	-----	-----
DEFERRED INFLOWS OF RESOURCES				
PENSION DEFERRED INFLOWS	1,796,539	1,796,539	00	
	-----	-----	-----	-----
TOTAL LIABILITIES:	32,390,931	34,548,612	(2,157,681)	(6.2)
	-----	-----	-----	-----

HUMBOLDT GENERAL HOSPITAL
 BALANCE SHEET
 AT
 JUNE 30, 2019

DATE: 8/20/19
 TIME: 17:27:55

	THIS YEAR	LAST YEAR	INC/(DEC)	INC/(DEC)%
FUND BALANCE:				
RETAINED EARNINGS	\$ 4,194,522	\$ 5,794,826	\$ (1,600,304)	(27.6)
NET WORTH-OPERATING FUND	<u>73,569,547</u>	<u>67,774,721</u>	<u>5,794,826</u>	<u>8.6</u>
TOTAL FUND BALANCE:	<u>77,764,069</u>	<u>73,569,547</u>	<u>4,194,522</u>	<u>5.7</u>
TOTAL LIABILITIES AND FUND				
BALANCES COMBINED	<u>\$ 110,155,000</u>	<u>\$ 108,118,159</u>	<u>\$ 2,036,841</u>	<u>1.9</u>

HUMBOLDT GENERAL HOSPITAL

RATIOS FOR THE PERIOD ENDING MAY 31, 2019:

	Standard	<<<<<<< <FY2019												<<<<<<< <FY2018										
		JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEPT	AUG	JUL	JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEPT	AUG
CURRENT RATIO Measure of short-term debt paying ability <small>(Current Assets / Current Liabilities)</small> Assets are 2x as large as Liabilities	>2:1	13.95	17.32	17.18	18.27	12.84	17.76	7.89	6.92	5.69	5.81	5.93	3.07	2.38	3.43	4.48	4.60	5.38	5.08	4.03	4.17	4.46	4.76	4.69
DAYS CASH ON HAND <small>Cash + Temp Investments + Investments divided by Total Expenses (less Depreciation AND Net Bad Debts), divided by Days in Period</small>	>150 DAYS	239.81	241.33	237.26	231.73	237.02	235.13	219.56	221.97	231.47	212.70	218.06	229.13	225.64	197.59	180.93	172.7	176.4	150.5	136.11	146.85	130.46	137.60	136.95
DAYS RECEIVABLES (NET OF ALLOWANCE) Measure of worth as well as billing and collection performance	< 70 DAYS	61.55	62.01	62.46	65.17	57.84	54.52	55.95	51.74	61.36	63.57	49.92	58.55	50.27	64.71	53.23	56.07	52.63	52.35	55.95	51.29	65.66	56.86	53.32
DAYS RECEIVABLES (GROSS)		90.16	87.11	89.68	88.06	80.91	79.4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING MARGIN <small>YTD Operating Profit (Loss) divided by YTD Gross Revenue from Services to Patients (Guide to Hopsital's profitability)</small>	Percent > 3%	-2.88%	-3.19%	-3.00%	-2.98%	-3.96%	-4.18%	-6.17%	-7.52%	-5.77%	-7.94%	-11.00%	-0.58%	-0.71%	-1.39%	-1.31%	-0.96%	-1.85%	-1.02%	-3.73%	-3.60%	-2.32%	-3.92%	-5.07%

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

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

JUNE 30, 2019 -- FISCAL YEAR 2019

<u>ACCOUNTS FOR:</u>	<u>G/L ACCT. #:</u>	<u>LOCATION HELD:</u>	<u>ACCOUNT #:</u>	<u>BALANCES:</u>
Cash Drawers	100.0005	Safe/Business Office/Clinics	Cash Drawers(12)	\$ 1,765.00
General Fund Checking	100.0010	Wells Fargo Bank	3828	\$ 7,903,757.43
Tax Account	100.0012	Wells Fargo Bank	925	\$ 16,514.69
Payroll Checking	100.0015	Wells Fargo Bank	3836	\$ -
Benefit Claims Account	100.0065	Wells Fargo Bank	9805	\$ 553.17
General Fund Investment	100.0070	Wells Fargo Bank	6671	\$ 10,514,422.80
Hansen Scholarship Fund	100.0075	Wells Fargo Bank	7067	\$ 4,007.24
EMS Scholarship Fund	100.0078	Wells Fargo Bank	917	\$ 16,890.35
SNF Patient Trust	100.0090	Wells Fargo Bank	0021	\$ 18,871.35
SNF Memorial/Activity	100.0095	Wells Fargo Bank	9304	\$ 4,912.04
Investment Trust		Wells Fargo Bank	6500	\$ 10,312,673.57
HRG Self Pay	100.0055	Sterling Bank	1566	\$ 87,927.67
LGIP Savings	100.0080	NV State Treasurer	#xxxGHO	\$ 234,036.34

HGH TOTALS: \$ 29,116,331.65

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

SUBMITTED & SIGNED:

Sandi Lehman, CFO

Sandi Lehman, CFO

Financial Narrative

Period Ending July 31, 2019

STATISTICS

- Patient days are 20 days under budget for the month
- OR cases are under budget by 22 for the month
- Radiology tests are higher than budgeted by 71 tests for the month
- Lab tests for the month are 430 tests over budget
- Emergency room visits are over budget by 79 for the month
- Clinic visits are 117 visits lower than budgeted for the month

FINANCIAL STATEMENTS

- Net income from operations for July was \$98,558 compared to budgeted income of \$83,099
- July operating revenues are lower than budgeted by approximately \$377K and operating expenses are below budget by approximately \$387K
- Non-operating revenues are approximately \$148K below budget
- Net income is \$340,011, approximately \$138K below budget
- Restricted cash of approximately \$19K is related to nursing home patient funds held in trust for the residents

YEAR TO DATE REVENUE PAYOR MIX

<u>Payor</u>	<u>Hospital FY20</u>	<u>Hospital FY19</u>	<u>Clinic FY20</u>	<u>Clinic FY19</u>
Medicare	42.6%	42.2%	21.7%	28.8%
Medicaid	21.1%	18.5%	25.1%	25.3%
Insurance	25.7%	28.0%	42.4%	36.1%
Private pay	6.8%	7.0%	7.2%	6.2%
Other	3.8%	4.3%	3.6%	3.6%

**Humboldt General Hospital
Statistics Comparison**

July 31, 2019

	<u>Monthly Budget</u>	<u>July-19 Actual</u>	<u>MTD Variance</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Variance</u>
Med/Surg Pt Days	194	174	-10.46%	194	174	-10.46%
Pediatric Days	-	-	0.00%	-	-	0.00%
Obstetrics Pt Days	34	33	-3.18%	34	33	-3.18%
Nursery Pt Days	34	36	5.62%	34	36	5.62%
ICU Pt Days	16	3	-81.05%	16	3	-81.05%
Swing Bed Days	33	53	59.00%	33	53	59.00%
Harmony Manor Days	930	974	4.73%	930	974	4.73%
Quail Corner Days	240	189	-21.25%	240	189	-21.25%
Labor Room Deliveries	20	25	22.45%	20	25	22.45%
Operating Room Cases	126	104	-17.62%	126	104	-17.62%
Radiology Tests	1,177	1,248	6.06%	1,177	1,248	6.06%
Laboratory Tests	7,776	8,206	5.53%	7,776	8,206	5.53%
Emergency Room Visits	604	683	13.05%	604	683	13.05%
Amulance Runs	147	134	-8.64%	147	134	-8.64%
RHC Visits	2,147	2,030	-5.45%	2,147	2,030	-5.45%

Days are counted in month of service

HUMBOLDT GENERAL HOSPITAL
 FINANCIAL STATEMENT OF PROFIT OR (LOSS)
 COMPARISON TO BUDGET
 FOR 1ST MONTH ENDED
 JULY 31, 2019

DATE: 8/22/19
 TIME: 9:06:40

	-----CURRENT PERIOD-----			-----YEAR-TO-DATE-----		
	ACTUAL	BUDGET	VARIANCE	ACTUAL	BUDGET	VARIANCE
OPERATING REVENUES						
ROOM / BED CHARGES REVENUE						
ACUTE CARE	\$ 853,812	\$ 758,121	\$ 95,691	\$ 853,812	\$ 758,121	\$ 95,691
NURSING HOME (Harmony Manor)	216,923	255,750	(38,827)	216,923	255,750	(38,827)
MEMORY CARE (Quail Corner)	73,150	72,000	1,150	73,150	72,000	1,150
TOTAL ROOM / BED CHARGES	1,143,885	1,085,871	58,014	1,143,885	1,085,871	58,014
ANCILLARY CHARGES REVENUE						
IN-PATIENTS	2,222,791	2,296,620	(73,829)	2,222,791	2,296,620	(73,829)
OUT-PATIENTS	4,499,612	4,498,305	1,307	4,499,612	4,498,305	1,307
NURSING HOME (Harmony Manor)	244,293	181,875	62,418	244,293	181,875	62,418
MEMORY CARE (Quail Corner)	13,846	14,180	(334)	13,846	14,180	(334)
TOTAL ANCILLARY SERVICES REV	6,980,542	6,990,980	(10,438)	6,980,542	6,990,980	(10,438)
GROSS REVENUES						
FROM SERVICES TO PATIENTS	8,124,427	8,076,851	47,576	8,124,427	8,076,851	47,576
(LESS) CONTRACTUALS TO REVENUE	3,574,656	3,172,621	402,035	3,574,656	3,172,621	402,035
NET REVENUE FROM PATIENT SERV	4,549,771	4,904,230	(354,459)	4,549,771	4,904,230	(354,459)
OTHER OPERATING REVENUES	22,134	44,575	(22,441)	22,134	44,575	(22,441)
GRAND TOTAL OPERATING REVENUES	4,571,905	4,948,805	(376,900)	4,571,905	4,948,805	(376,900)
OPERATING EXPENSES						
PROFESSIONAL CARE OF PATIENTS	2,274,307	2,289,828	(15,521)	2,274,307	2,289,828	(15,521)
NURSING ADMIN. / QUALITY IMP.	102,071	95,906	6,165	102,071	95,906	6,165
DIETARY DEPARTMENT	65,760	96,325	(30,565)	65,760	96,325	(30,565)
HOUSEKEEPING/LAUNDRY/JANITOR	170,581	101,628	68,953	170,581	101,628	68,953
PLANT OPERATION & MAINTENANCE	77,678	94,660	(16,982)	77,678	94,660	(16,982)
MEDICAL RECORDS	53,513	49,223	4,290	53,513	49,223	4,290
ADMINISTRATION	956,868	1,271,314	(314,446)	956,868	1,271,314	(314,446)
PROVISION FOR DEPRECIATION	541,751	605,839	(64,088)	541,751	605,839	(64,088)
BAD DEBTS, NET OF RECOVERY	235,818	260,983	(25,165)	235,818	260,983	(25,165)
TOTAL OPERATING EXPENSES	4,478,347	4,865,706	(387,359)	4,478,347	4,865,706	(387,359)
OPERATING PROFIT OR (LOSS)	93,558	83,099	10,459	93,558	83,099	10,459
NON-OPERATING REV/(EXP)						
AD VALOREM TAXES	155,500	295,226	(139,726)	155,500	295,226	(139,726)
CONSOLIDATED TAXES	80,256	74,039	6,217	80,256	74,039	6,217
NET PROCEEDS OF MINES TAX	00	00	00	00	00	00
INTEREST EARNED	10,697	25,394	(14,697)	10,697	25,394	(14,697)
DONATIONS	00	00	00	00	00	00
TOTAL NON-OPERATING REV/(EXP)	246,453	394,659	(148,206)	246,453	394,659	(148,206)
NET INCOME OR (LOSS)	\$ 340,011	\$ 477,758	\$ (137,747)	\$ 340,011	\$ 477,758	\$ (137,747)

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

	Month to Date			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Total Patient Service Revenue	\$8,238,347	\$8,076,851	\$161,496	\$8,238,347	\$8,076,851	\$161,496
Deductions From Revenue						
Contractual Adjustments	3,512,388	3,011,698	(500,690)	3,512,388	3,011,698	(500,690)
Bad Debt & Charity Adjustments	413,551	437,646	24,095	413,551	437,646	24,095
Total Deductions From Revenue	<u>3,925,939</u>	<u>3,449,344</u>	<u>(476,595)</u>	<u>3,925,939</u>	<u>3,449,344</u>	<u>(476,595)</u>
Net Patient Service Revenue	4,312,408	4,627,507	(315,099)	4,312,408	4,627,507	(315,099)
Other Operating Revenue	<u>27,392</u>	<u>44,575</u>	<u>(17,183)</u>	<u>27,392</u>	<u>44,575</u>	<u>(17,183)</u>
Total Operating Revenue	<u>4,339,800</u>	<u>4,672,082</u>	<u>(332,282)</u>	<u>4,339,800</u>	<u>4,672,082</u>	<u>(332,282)</u>
Operating Expenses						
Salaries & Wages	1,890,177	1,393,258	(496,919)	1,890,177	1,393,258	(496,919)
Employee Benefits	311,575	574,191	262,616	311,575	574,191	262,616
Contract Labor	228,487	54,583	(173,904)	228,487	54,583	(173,904)
Professional Contracts	499,976	908,066	408,090	499,976	908,066	408,090
Supplies & Small Equipment	333,424	557,830	224,406	333,424	557,830	224,406
Equipment Maintenance	82,298	204,576	122,278	82,298	204,576	122,278
Rental & Lease	20,380	14,882	(5,498)	20,380	14,882	(5,498)
Insurance	70,273	30,264	(40,009)	70,273	30,264	(40,009)
Utilities	52,779	51,218	(1,561)	52,779	51,218	(1,561)
Depreciation	541,751	605,656	63,905	541,751	605,656	63,905
Travel, Meals & Education	166,320	76,262	(90,059)	166,320	76,261	(90,059)
Other Expenses	48,802	118,198	69,396	48,802	118,198	69,396
Total Operating Expenses	<u>4,246,242</u>	<u>4,588,984</u>	<u>342,742</u>	<u>4,246,241</u>	<u>4,588,983</u>	<u>342,742</u>
Net Operating Income /(Loss)	<u>93,558</u>	<u>83,098</u>	<u>10,460</u>	<u>93,558</u>	<u>83,099</u>	<u>10,460</u>
Non-Operating Revenue/(Expenses)						
County Tax Revenue	235,755	369,265	(133,510)	235,755	369,265	(133,510)
Interest Income	10,697	25,394	(14,697)	10,697	25,394	(14,697)
Donations	-	-	-	-	-	-
Total Non-Operating Revenue/(Expenses)	<u>246,452</u>	<u>394,659</u>	<u>(148,207)</u>	<u>246,452</u>	<u>394,659</u>	<u>(148,207)</u>
Net Income /(Loss)	<u>\$340,011</u>	<u>\$477,757</u>	<u>(\$137,746)</u>	<u>\$340,011</u>	<u>\$477,758</u>	<u>(\$137,747)</u>

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

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$7,273,261	\$6,863,687	\$409,574	\$7,273,261	\$6,863,687	\$409,574
Deductions From Revenue						
Contractual Adjustments	3,157,957	2,620,897	(537,060)	3,157,957	2,620,897	(537,060)
Bad Debt & Charity Adjustments	354,437	348,867	(5,570)	354,437	348,867	(5,570)
Total Deductions From Revenue	<u>3,512,394</u>	<u>2,969,764</u>	<u>(542,630)</u>	<u>3,512,394</u>	<u>2,969,764</u>	<u>(542,630)</u>
Net Patient Service Revenue	3,760,867	3,893,923	(133,056)	3,760,867	3,893,923	(133,056)
Other Operating Revenue	<u>22,542</u>	<u>30,825</u>	<u>(8,283)</u>	<u>22,542</u>	<u>30,825</u>	<u>(8,283)</u>
Total Operating Revenue	<u>3,783,409</u>	<u>3,924,748</u>	<u>(141,339)</u>	<u>3,783,409</u>	<u>3,924,748</u>	<u>(141,339)</u>
Operating Expenses						
Salaries & Wages	1,197,763	968,868	(228,895)	1,197,763	968,868	(228,895)
Employee Benefits	311,575	574,191	262,616	311,575	574,191	262,616
Contract Labor	228,487	54,583	(173,904)	228,487	54,583	(173,904)
Professional Contracts	369,727	688,308	318,581	369,727	688,308	318,581
Supplies & Small Equipment	280,669	505,959	225,290	280,669	505,959	225,290
Equipment Maintenance	72,834	195,570	122,736	72,834	195,570	122,736
Rental & Lease	20,344	11,997	(8,347)	20,344	11,997	(8,347)
Insurance	70,273	30,264	(40,009)	70,273	30,264	(40,009)
Utilities	51,730	49,249	(2,481)	51,730	49,249	(2,481)
Depreciation	348,069	399,573	51,504	348,069	399,573	51,504
Travel, Meals, & Education	149,842	63,424	(86,417)	149,842	63,424	(86,417)
Other Expenses	46,771	98,563	51,792	46,771	98,563	51,792
Total Operating Expenses	<u>3,148,082</u>	<u>3,640,549</u>	<u>492,467</u>	<u>3,148,082</u>	<u>3,640,549</u>	<u>492,468</u>
Net Operating Income /(Loss)	<u>635,327</u>	<u>284,199</u>	<u>351,128</u>	<u>635,327</u>	<u>284,199</u>	<u>351,128</u>
Non-Operating Revenue/(Expenses)						
County Tax Revenue	235,755	369,265	(133,510)	235,755	369,265	(133,510)
Interest Income	10,697	25,394	(14,697)	10,697	25,394	(14,697)
Donations	-	-	-	-	-	-
Total Non-Operating Revenue/(Expenses)	<u>246,452</u>	<u>394,659</u>	<u>(148,207)</u>	<u>246,452</u>	<u>394,659</u>	<u>(148,207)</u>
Net Income /(Loss)	<u><u>\$881,779</u></u>	<u><u>\$678,858</u></u>	<u><u>\$202,922</u></u>	<u><u>\$881,779</u></u>	<u><u>\$678,858</u></u>	<u><u>\$202,921</u></u>

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

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$548,073	\$523,805	\$24,268	\$548,073	\$523,805	\$24,268
Deductions From Revenue						
Contractual Adjustments	79,640	151,549	71,909	79,640	151,549	71,909
Bad Debt & Charity Adjustments	-	-	-	-	-	-
Total Deductions From Revenue	<u>79,640</u>	<u>151,549</u>	<u>71,909</u>	<u>79,640</u>	<u>151,549</u>	<u>71,909</u>
Net Patient Service Revenue	468,433	372,256	(47,641)	468,433	372,256	(47,641)
Other Operating Revenue	-	-	-	-	-	-
Total Operating Revenue	<u>468,433</u>	<u>372,256</u>	<u>96,177</u>	<u>468,433</u>	<u>372,256</u>	<u>96,177</u>
Operating Expenses						
Salaries & Wages	195,297	186,844	(8,453)	195,297	186,844	(8,453)
Contract Labor	-	-	-	-	-	-
Professional Contracts	-	20,000	20,000	-	20,000	20,000
Supplies & Small Equipment	9,149	14,058	4,909	9,149	14,058	4,909
Equipment Maintenance	577	2,125	1,548	577	2,125	1,548
Rental & Lease	-	1,685	1,685	-	1,685	1,685
Utilities	-	-	-	-	-	-
Depreciation	66,579	66,990	411	66,579	66,990	411
Travel, Meals & Education	2,143	2,773	630	2,143	2,773	631
Other Expenses	309	4,598	4,289	309	4,598	4,289
Total Operating Expenses	<u>274,054</u>	<u>299,073</u>	<u>25,019</u>	<u>274,054</u>	<u>299,073</u>	<u>25,020</u>
Net Operating Income /(Loss)	<u><u>\$194,379</u></u>	<u><u>\$73,183</u></u>	<u><u>\$121,196</u></u>	<u><u>\$194,379</u></u>	<u><u>\$73,183</u></u>	<u><u>\$121,196</u></u>

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

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$230,018	\$239,239	(\$9,221)	\$230,018	\$239,239	(\$9,221)
Deductions From Revenue						
Contractual Adjustments	188,489	137,484	(51,005)	188,489	137,484	(51,005)
Bad Debt & Charity Adjustments	36,315	46,356	10,041	36,315	46,356	10,041
Total Deductions From Revenue	<u>224,804</u>	<u>183,840</u>	<u>(40,964)</u>	<u>224,804</u>	<u>183,840</u>	<u>(40,964)</u>
Net Patient Service Revenue	5,214	55,399	31,743	5,214	55,399	31,743
Other Operating Revenue	<u>4,850</u>	<u>13,750</u>	<u>(8,900)</u>	<u>4,850</u>	<u>13,750</u>	<u>(8,900)</u>
Total Operating Revenue	<u>10,064</u>	<u>69,149</u>	<u>(59,085)</u>	<u>10,064</u>	<u>69,149</u>	<u>(59,085)</u>
Operating Expenses						
Salaries & Wages	251,654	103,445	(148,209)	251,654	103,445	(148,209)
Contract Labor	-	-	-	-	-	-
Professional Contracts	-	30,267	30,267	-	30,267	30,267
Supplies & Small Equipment	28,003	25,557	(2,446)	28,003	25,557	(2,446)
Equipment Maintenance	8,375	6,430	(1,945)	8,375	6,430	(1,945)
Rental & Lease	8	1,200	1,192	8	1,200	1,192
Utilities	1,049	1,969	920	1,049	1,969	920
Depreciation	28,980	40,419	11,439	28,980	40,419	11,439
Travel, Meals & Education	8,589	5,481	(3,108)	8,589	5,481	(3,108)
Other Expenses	1,553	14,003	12,450	1,553	14,003	12,450
Total Operating Expenses	<u>328,211</u>	<u>228,771</u>	<u>(99,440)</u>	<u>328,211</u>	<u>228,771</u>	<u>(99,441)</u>
Net Operating Income /(Loss)	<u><u>(\$318,148)</u></u>	<u><u>(\$159,622)</u></u>	<u><u>(\$158,526)</u></u>	<u><u>(\$318,148)</u></u>	<u><u>(\$159,622)</u></u>	<u><u>(\$158,526)</u></u>

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

	Month to Date			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Patient Service Revenue	\$186,995	\$450,120	(\$263,125)	\$186,995	\$450,120	(\$263,125)
Deductions From Revenue						
Contractual Adjustments	86,301	101,768	15,467	86,301	101,768	15,467
Bad Debt & Charity Adjustments	22,799	42,423	19,624	22,799	42,423	19,624
Total Deductions From Revenue	<u>109,100</u>	<u>144,191</u>	<u>35,091</u>	<u>109,100</u>	<u>144,191</u>	<u>35,091</u>
Net Patient Service Revenue	77,895	305,929	(298,216)	77,895	305,929	(298,216)
Other Operating Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Operating Revenue	<u>77,895</u>	<u>305,929</u>	<u>(228,034)</u>	<u>77,895</u>	<u>305,929</u>	<u>(228,034)</u>
Operating Expenses						
Salaries & Wages	245,464	134,101	(111,363)	245,463	134,101	(111,362)
Contract Labor	-	-	-	-	-	-
Professional Contracts	130,249	169,491	39,242	130,249	169,491	39,242
Supplies & Small Equipment	15,604	12,256	(3,348)	15,604	12,256	(3,348)
Equipment Maintenance	512	451	(61)	512	451	(61)
Rental & Lease	28	-	(28)	28	-	(28)
Utilities	-	-	-	-	-	-
Depreciation	98,122	98,674	552	98,122	98,674	552
Travel, Meals & Education	5,747	4,583	(1,164)	5,747	4,583	(1,164)
Other Expenses	169	1,034	865	169	1,034	865
Total Operating Expenses	<u>495,894</u>	<u>420,590</u>	<u>(75,304)</u>	<u>495,894</u>	<u>420,590</u>	<u>(75,304)</u>
Net Operating Income /(Loss)	<u>(\$418,000)</u>	<u>(\$114,661)</u>	<u>(\$303,338)</u>	<u>(\$418,000)</u>	<u>(\$114,661)</u>	<u>(\$303,338)</u>

HUMBOLDT GENERAL HOSPITAL
BALANCE SHEET
AT
JULY 31, 2019

DATE: 8/22/19
TIME: 9:06:58

	THIS YEAR	LAST YEAR	INC/(DEC)	INC/(DEC) %
ASSETS:				
CURRENT ASSETS				
CASH AND INVESTMENTS	\$ 29,338,943	\$ 24,817,183	\$ 4,521,760	18.2
RESTRICTED CASH	19,226	21,098	(1,872)	(8.9)
ACCOUNTS RECEIVABLE, NET OF ALLOW.DBTFL.ACCT	12,080,719	10,113,584	1,967,135	19.5
INVENTORY	1,741,742	1,653,202	88,540	5.4
PREPAID EXPENSES	841,133	505,885	335,248	66.3
	-----	-----	-----	-----
TOTAL CURRENT ASSETS	44,021,763	37,110,952	6,910,811	18.6
	-----	-----	-----	-----
PROPERTY, PLANT, & EQUIPMENT				
NET OF DEPRECIATION	59,578,998	65,688,613	(6,109,615)	(9.3)
	-----	-----	-----	-----
DEFERRED OUTFLOWS OF RESOURCES				
PENSION DEFERRED OUTFLOWS	5,170,460	5,170,460	00	
	-----	-----	-----	-----
TOTAL ASSETS:	\$ 108,771,221	\$ 107,970,025	\$ 801,196	.7
	=====	=====	=====	=====
LIABILITIES:				
CURRENT LIABILITIES				
ACCOUNTS PAYABLE	701,356	2,606,011	(1,904,655)	(73.1)
ACCRUED PAYROLL	997,179	869,342	127,837	14.7
ACCRUED PTO & SICK LEAVE	967,168	934,076	33,092	3.5
3RD PARTY PAYABLE/(REC)	(507,281)	567,000	(1,074,281)	**
SNF TRUST FUND DEPOSITS	18,744	21,098	(2,354)	(11.2)
	-----	-----	-----	-----
TOTAL CURRENT LIABILITIES	2,177,166	4,997,527	(2,820,361)	(56.4)
	-----	-----	-----	-----
LONG-TERM LIABILITIES				
NET PENSION LIABILITY	27,377,824	27,377,824	00	
	-----	-----	-----	-----
DEFERRED INFLOWS OF RESOURCES				
PENSION DEFERRED INFLOWS	1,796,539	1,796,539	00	
	-----	-----	-----	-----
TOTAL LIABILITIES:	31,351,529	34,171,890	(2,820,361)	(8.3)
	-----	-----	-----	-----

HUMBOLDT GENERAL HOSPITAL
 BALANCE SHEET
 AT
 JULY 31, 2019

DATE: 8/22/19
 TIME: 9:06:58

	THIS YEAR	LAST YEAR	INC/(DEC)	INC/(DEC)%
FUND BALANCE:				
RETAINED EARNINGS	\$ 340,009	\$ 228,588	\$ 111,421	48.7
NET WORTH-OPERATING FUND	<u>77,079,683</u>	<u>73,569,547</u>	<u>3,510,136</u>	<u>4.8</u>
TOTAL FUND BALANCE:	<u>77,419,692</u>	<u>73,798,135</u>	<u>3,621,557</u>	<u>4.9</u>
TOTAL LIABILITIES AND FUND				
BALANCES COMBINED	\$ <u>108,771,221</u>	\$ <u>107,970,025</u>	\$ <u>801,196</u>	<u>.7</u>

HUMBOLDT GENERAL HOSPITAL

RATIOS FOR THE PERIOD ENDING JULY 31, 2019:

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

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

HUMBOLDT GENERAL HOSPITAL

PRESENTATION OF CASH ACCOUNTS

JULY 31, 2019 -- FISCAL YEAR 2020

<u>ACCOUNTS FOR:</u>	<u>G/L ACCT. #:</u>	<u>LOCATION HELD:</u>	<u>ACCOUNT #:</u>	<u>BALANCES:</u>
Cash Drawers	100.0005	Safe/Business Office/Clinics	Cash Drawers(12)	\$ 1,765.00
General Fund Checking	100.0010	Wells Fargo Bank	3828	\$ 8,800,541.54
Tax Account	100.0012	Wells Fargo Bank	925	\$ 16,517.50
Payroll Checking	100.0015	Wells Fargo Bank	3836	\$ -
Benefit Claims Account	100.0065	Wells Fargo Bank	9805	\$ 553.17
General Fund Investment	100.0070	Wells Fargo Bank	6671	\$ 10,514,690.70
Hansen Scholarship Fund	100.0075	Wells Fargo Bank	7067	\$ 4,007.34
EMS Scholarship Fund	100.0078	Wells Fargo Bank	917	\$ 16,893.22
SNF Patient Trust	100.0090	Wells Fargo Bank	0021	\$ 19,225.63
SNF Memorial/Activity	100.0095	Wells Fargo Bank	9304	\$ 4,912.17
Investment Trust		Wells Fargo Bank	6500	\$ 10,317,886.87
HRG Self Pay	100.0055	Sterling Bank	1566	\$ 115,503.94
LGIP Savings	100.0080	NV State Treasurer	#xxxGHO	\$ 234,518.56

HGH TOTALS: \$ 30,047,015.64

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

SUBMITTED & SIGNED:

Sandi Lehman, CFO

Sandi Lehman, CFO

Pharmacy Storage Proposal Summary

Current Issue:

- New Pharmacy space is under renovation. We budgeted to build the space, now the storage space needs to be designed and equipped.
- Currently, the Pharmacy utilizes a manual storage and filing process
 - Ex: Different types of drugs are stored in the same bin (including those categorized as high risk and low risk)
- A more systematic approach allows for logical storage and retrieval, and thus improve patient safety

Bidding Process:

- HGH engaged Systems and Space , Inc. (SSI)
- SSI provides expertise, acting on behalf of HGH relating to storage solutions
- SSI coordinates with architects, pharmacies and casework manufacturers to obtain bid proposals and ergonomic layouts of case work
- Two bids received by S & S were from:
 - Hamilton Casework Solutions - \$183,398
 - R.C. Smith Modular Casework Systems - \$206,275

Cost:

- No Greater Than:
 - \$183,398

Recommendation:

- HGH Staff recommend acceptance of bid from Hamilton Casework, based on service, expertise, and cost.

Systems and Space Inc.

Proposal to Improve Space Management and Storage Capacity



We have set the standard in customer care - Because we understand the composition and characteristics that are intrinsic to space management and capacity planning.

Humboldt General Hospital Pharmacy Remodel

May 14, 2019

Submitted To: Dave Simsek
Humboldt General Hospital
118 East Haskell St
Winnemucca, NV 89445

Submitted By: Chelsea Clyde
Systems Planner
Systems & Space, Inc.
500 Boulder Court, Suite B
Pleasanton, CA 94566
(925) 426-1955

Partners in Progressive Storage Solutions

This proposal will demonstrate to you that selecting SSI as your storage solution partner will create smarter storage initiatives and help uncover the space needed to grow.

Who Is Systems & Space?

SYSTEMS & SPACE, INC. (SSI) is a premier provider of space, storage and filing solutions for today's business environment. Since 1988 we've been developing complete storage and space management strategies and solutions – for all types of businesses. We are experts at individual systems analysis, systems hardware, engineering and implementation. Our mission is to deliver your project on time, within budget – and trouble free.

Executive Summary

SYSTEMS & SPACE, INC., is pleased to present this proposal to the space management team at your company. The attached detailed architectural drawings outline your specific requirements and our solution. This proposal is available for acceptance 30 days from the cover date.

Why Systems & Space, Inc.?

In order to complete this project on time, with high quality results, it is essential to select a company that can work within your timelines, budget and meet your planning requirements, now and for the long term.

SSI possesses the capability to ensure the success of this project because:

- SSI understands the scope of your specific planning requirements
- SSI engineering, project management experience and system planning are unparalleled in the industry
- SSI has a longstanding partnership with Hamilton Caseworks
- SSI offers extended warranty programs to preserve your investment for years to come.

The SSI management team is committed at every level to the success of your project.

Why Hamilton Sorter? Casework Simplified

Since our founding in 1966, Hamilton Sorter's mission remains the same: make the lives of our customers easier. This charge moves well beyond product to encompass every aspect of your project. Our service to customers truly simplifies the process. The whole Hamilton Sorter team constantly strives to ease each step of your project from concept to installation. Our goal is to ensure that your experience working with Hamilton Sorter is an effortless partnership.

"Modular casework allows the client to install in phases and later re-purpose and re-configure the layout as needs change." With the lifetime guarantee in place, a customer's casework pieces need never occupy landfills.

In addition, Hamilton Sorter pursued several green initiatives. The GREENGUARD Children & Schools certification, complying with the most stringent criteria for low emitting products, was actively sought and received. Hamilton Sorter products meet and exceed LEED (Leadership in Energy and Environmental Design) requirements that can help earn credits for client's building projects

Modular Casework moves with your business as it grows and changes! It features a 7-year depreciable life (versus 31 years for built in millwork), and is backed by a **Lifetime Warranty!**

Systems & Space is your #1 supplier of space and cost effective systems for today's critical business utilities.

- **Laboratory**
- **Pharmacy**
- **Mail distribution**
- **Print/copy areas**
- **Nurse Stations**
- **Patient Rooms**
- **Document dependent business processes**

Delivery, Installation, Training, and Warranty

Components and materials will be shipped approximately 6-8 weeks upon receipt of purchase order and completed checklist. A field service supervisor and job crew leader will be assigned prior to the system installation. They will remain with the project until completion to control all scheduling, freight, elevator access and all phases of the installation to assure complete satisfaction with minimal disruption to your staff. This proposal is based on installation utilizing a Monday-Friday workweek and non-union hours of 8:00 AM – to 5:00 PM. Should you require different hours, other options are available. SSI will provide unlimited training to all users to assure optimal use of your system.



Systems & Space Inc. Guarantees the Success of Your Project!

Investment

Drawing No.	Description	Investment
19457	<p>Hamilton Casework Solutions – See Drawing #20190503</p> <p>Includes Elevations 1-14</p> <p>Breakdown by area*Based on lump sum purchase of all areas: Room 3-Receiving/Tech \$17,963.77 Room 4 – File/Breakdown \$7,535.00 Room 5 -Pharmacy \$93,464.45 Room 5/Back Wall \$12,900.62 Room 6 – Manager \$22,404.84 Room 10 Vault - \$23,811.08 Room 11 Storage-\$5,317.92</p> <p>*See List of Material Included, no electrical wiring or raceways provided by SSI/RCS. No plumbing hookup by SSI</p> <p>*Includes Solid Surface Counter Tops (Standard selection)</p> <p>Includes Standard Labor and Hours</p> <p><i>The Investment includes all materials, tax, freight, and installation for the Spacesaver system</i></p>	<p>\$183,397.68</p>

Our price is valid for 60 days from the date of this proposal.

Systems & Space, Inc. is not responsible for any additional engineering fees. If a client elects to pay for our Seismic Calculation Services, it includes a standard set of calculations. Any additional engineering or product modifications will be an add on cost to the client.

Items for Consideration

Structural Calculation Services* \$2,975.00

Systems & Space, Inc. can provide structural calculations for the seismic anchorage of the shelving system. Services include preparation of calculations by a licensed structural engineer and all wet stamped & signed copies. The calculations should be used by your General Contractor or Architect to obtain any necessary permits. It is the sole responsibility of the client to have any necessary permits obtained. If the engineer determines that any type of special anchoring is required, the cost will be a charge to the client (i.e. under floor bolting). In the event of a post tension slab, the cost of the x-ray will be paid by the client.

- I have read the above and would like to request Structural Calculation Services.
- I have read the above and would not like to request Structural Calculation Services.

The State of California has determined that any person who purports to have the capacity to undertake or submits a bid to construct these types of structures must be licensed pursuant to Contractors License Law (B & P Code, Division 3, Chapter 9)

CALIFORNIA STATE CONTRACTOR’S LICENSE NUMBER 599899

* Strut and other supporting members under floor are the responsibility of Humboldt General Hospital.

Permit Services

OSHPD permits are the sole responsibility of Humboldt General Hospital to obtain. This is typically handled through facilities or the architect of record.

Payment Terms *50% Deposit with order *40% Order ships from factory *Balance due upon completion

**** A copy of the Front and Back of the Credit Card and the Cardholders Photo Identification is Required**

X

Client Approval **Print Name** **Date**

Systems Planner: Chelsea Clyde

Project #19457

Critical Path to Installation: 8-Week Standard Lead Time

Order placed – (see attached checklist)

- Week 1 – Systems Ordered by SSI
- Week 6 – Product Ships from Manufacturer
- Week 7-8 – SSI receives product and begins installation based on date set with Humboldt General Hospital

Installation Information:

1. Company Name _____
2. Contact name at installation area _____
3. Street Address _____
4. Suite, Bldg., or Floor _____
5. City, State, Zip Code _____
6. Contact Phone # _____ Pager/Cell # _____
7. Fax # _____ E-Mail Address _____



Billing Information:

8. Company Name: _____
9. Accounting Department Contact Name _____
10. Billing Address _____
11. Suite, Bldg., or Floor _____
12. City, State, Zip Code _____
13. Contact Phone # _____ Pager/Cell # _____
14. Fax # _____ E-Mail Address _____



Acknowledgement Information:

15. Company Name _____
16. Contact name to send order Acknowledgement to _____
17. Street Address _____
18. Suite, Bldg., or Floor _____
19. City, State, Zip Code _____
20. Contact Phone # _____ Pager/Cell _____



Systems Planner: Chelsea Clyde

Project # 19457

Checklist for Ordering & Developing the Casework Solution

- Review and sign off drawings
- Complete the Color Selections Sheet
- Attach purchase order and deposit to proposal
- Sign and date acceptance areas on proposal
- Client's Move Date: _____



- General Contractor's Name: _____
- Phone # _____ Fax # _____
- Mobile # _____ Email _____



- Is there a Construction/Move schedule available? Yes or No
- Project Completion Date: _____



- Hours of Installation are Monday through Thursday, anytime at regular rate. After 5 PM on Fridays, anytime on Saturday and Sunday are overtime.



- Security: Do SSI personnel need access badges, escorts, etc.?
- Parking: Are permits required? Yes or No
- Other Information Needed to Complete Installation successfully:





X

Client Approval

Print Name

Date

Systems Planner: Chelsea Clyde

Project # 19457

NOTICE: This proposal contains information that is proprietary to Systems & Space, Inc. and is intended for the use of Humboldt General Hospital only. No part of this proposal or the enclosed CAD drawings may be used, reproduced or disclosed to any other party without prior consent of Systems & Space, Inc.

TERMS & CONDITIONS FOR PRODUCTS, SYSTEMS & INSTALLATIONS

1. **GENERAL:** These terms & conditions shall apply to sales from SYSTEMS & SPACE, INC. to BUYER and to any quotation by SYSTEMS & SPACE, INC. for sales. These terms & conditions shall not be superseded by any terms & conditions in BUYER'S order. **If a Contract Agreement will be issued in lieu of, or in addition to execution of this proposal, Buyer agrees to include this proposal as an Exhibit to the Contract Agreement.**
2. **PRICING:** This proposal is valid for **60 days** from the date of the proposal.
3. **PAYMENT TERMS:** The Buyer shall issue SYSTEMS & SPACE INC. a 50% deposit with order, 40% when product ships from factory, and 10% balance due upon completion. If the BUYER issues a purchase order for goods and/or services, the BUYER shall state the deposit amount on BUYER'S purchase order. A monthly finance charge of 1 ½% per month shall accrue to the BUYER on all outstanding invoices beyond 30 days.
4. **ENGINEERING DATA:** The proposal, drawings and/or specifications of any quotation are confidential engineering data, and represent SYSTEMS & SPACE, INC.'S investment in engineering skill and development, and remain the property of SYSTEMS & SPACE, INC. Such are submitted with the understanding that the information will not be disclosed or used in any manner detrimental to SYSTEMS & SPACE, INC. All specifications and dimensions of proposal, drawings are approximate, and are subject to changes during detailed engineering.
5. **DELIVERY:** Shipping or delivery dates are approximate. SYSTEMS & SPACE, INC. shall not be liable for delays in or failure of delivery due to changes requested by BUYER, or causes beyond its control. At the request of BUYER, BUYER shall make payment as though shipment has been made as specified and for any expenses incurred by SYSTEMS & SPACE, INC. due to BUYER'S request in delaying shipment.
6. **STORAGE:** If product is stored for more than 30 days at SYSTEMS & SPACE, Inc. due to delays in delivery caused by BUYER, SYSTEMS & SPACE INC. will charge BUYER at the rate of 1% of BUYER'S invoice per month pro-rated daily.
7. **SPECIALS:** Special items not considered as standard inventory by SYSTEMS & SPACE, INC. and/or manufactured by SYSTEMS & SPACE, INC. to BUYER'S specifications or job requirements, will become the sole property of the BUYER and will not be accepted for return.
8. **INSURANCE:** SYSTEMS & SPACE, INC. carries Workers' Compensation insurance with statutory limits as required by law. In addition, SYSTEMS & SPACE, INC. carries General Liability Insurance with \$1M occurrence/\$2M general aggregate/\$2M completed operations, and Auto Liability with \$1M combined single limit. Upon request, entities shall be named as Additional Insured under endorsements available for the current policy period.
9. **CANCELLATION:** On all cancelled orders, BUYER shall compensate SYSTEMS & SPACE, INC. for its performance, commitments and damage as follows: BUYER shall pay SYSTEMS & SPACE, INC. a cancellation fee not to exceed the original purchase price.
10. **CONSTRUCTION AREA:** BUYER shall provide SYSTEMS & SPACE, INC. with a free and clear construction site. All materials and/or construction shall be removed from the area. BUYER will furnish SYSTEMS & SPACE, INC. with adequate electrical power to efficiently operate the power tools required for the installation.
11. **UNLOADING, SPOTTING AND STORAGE:** BUYER shall provide SYSTEMS & SPACE, INC. with adequate unloading facilities, and sufficient access to those facilities to insure SYSTEMS & SPACE, INC.'S efficient unloading procedure. Adequate aisles shall be provided by the BUYER to provide efficient handling of the materials from the unloading of storage area to the construction site.
12. **COMMENCEMENT OF INSTALLATION AT JOB SITE:** SYSTEMS & SPACE, INC. will not be obligated to commence work at job site until receipt of written notice from BUYER that BUYER'S building is ready for use and necessary utilities and equipment are supplied there as well.
13. **CHANGES IN WORK:** Should the BUYER order changes in the work, such orders and adjustments shall be made in writing to SYSTEMS & SPACE, INC. The contract price shall be adjusted according to the changes in the work specified.
14. **COMPLETION:** Installation shall be deemed completed upon use of any equipment by BUYER.
15. **FLOORS:** BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed.
16. **SURVEYS, PERMITS AND REGULATIONS:** BUYER shall procure and pay for all permits, inspections, and/or structural calculations required by any governmental authority for any part of the work performed by SYSTEMS & SPACE, INC., except if otherwise stated.
17. **TESTING:** All material and equipment for testing the installation shall be provided at BUYER'S expense. At the time that SYSTEMS & SPACE, INC. states to the BUYER that the work is complete, the BUYER will inspect the work and if the work is in conformity with the terms and provisions of the proposal, the BUYER shall accept the same and deliver to SYSTEMS & SPACE, INC. a signed statement of acceptance. If the BUYER fails to so notify SYSTEMS & SPACE, INC. or if the BUYER fails to make such inspection, the work shall be conclusively deemed accepted by the BUYER.
18. **LABOR RELATIONS:** SYSTEMS & SPACE, INC. is a non-union contractor. Unless specifically outlined in the project specifications and/or bid documentation, our bid will not be based upon compliance with the terms and conditions of any labor agreements. Any requirement to comply with labor agreements identified after submission of this bid will require an increase in our contract amount to reflect this change. Our proposal is based upon an eight (8) hour workday during normal business hours (unless otherwise specified). No provisions have been made for overtime or shift premium pay.
19. **LEGAL ACTION:** In the event that any legal action is initiated regarding the breach of any terms or conditions of this agreement, the prevailing party shall be entitled to receive in addition to any damages suffered, their court costs and attorney's fees incurred.

X

Client Approval

Print Name

Date

Systems Planner: Chelsea Clyde

Project#19457

References

Companies who have entrusted SYSTEMS & SPACE, INC.

**Lucile Packard
Children's Hospital**
AT STANFORD



DIGITAL BREAST TOMOSYNTHESIS SYSTEM AND DUAL ENERGY X-RAY ABSORPTIOMETRY BONE DENSITOMETER FOR HGH IMAGING DEPARTMENT

Humboldt General Hospital
Board of Trustees Meeting
27 Aug 2019
Agenda Item F2

Request

Install a new Digital Breast Tomosynthesis system and Bone Densitometer in the imaging department of Humboldt General Hospital

Rationale

Our current Mammography equipment has been end of life, end of service since May 2019. By upgrading our current 2D Mammography to 3D(Tomosynthesis) it will provide more longevity for the replacement, and provide standard of care which 3D is fast becoming. 3D breast tomosynthesis will decrease our recall rate, possibly locate breast cancer earlier than 2D especially in dense breast tissue.

The Imaging department is not currently doing Dexa procedures, our Dexa machine has been inoperable since 8/1/2019, it would be extremely expensive to repair if parts are able to be located. Our Dexa unit had reached end of service 2/2017 and end of life 6/2018. With a new system we will be able to continue our previous services of Bone Densitometry and Body Composition Exams.

The decision to bid these two pieces of equipment together was due to the price savings we would receive by purchasing them at the same time. Both pieces of equipment are needed in the HGH Imaging Department at this time. The Dexa machine was not budgeted, but by purchasing this way, we would come under the budgeted amount for a new mammography system.

HGH received bids from 2 vendors, Turn Key and GE. Turn Key bid Hologic Dimensions 3D and Hologic Horizon Bone Density. GE bid their Senographe Prestina and Lunar iDXA. \$450,000 was budgeted in the capital budget for a DBT system. Both vendors came in below budget. GE did not come within specifications. There will be an additional cost of \$35,000 to upgrade Carestream PACS to a 3D Workstation.

1. Turn Key (Hologic) bid \$328,500 total for both pieces of equipment. DBT System \$275,500, Horizon W Bone Densitometer \$52,950. Service beginning year 2 through 5 is \$48,100 per year for DBT System, and \$6772.50 per year for BD. Turn Key came within specifications for both pieces of equipment, and were the lowest cost.
2. GE bid \$395,721 total for both pieces of equipment. DBT System \$320,721, iDXA Bone Densitometer \$75,000. Service beginning year 2 through year 5 is \$31,435 per year for the DBT system and BD \$7,000 per year. GE did bid 2 systems for Bone Density. The above price is the machine which fell closest to specifications. Neither the DBT or the BD Machines came within specifications. GE also bid higher than the 1st Vendor for both pieces of equipment.

GE and the Hologic equipment are comparable overall. Turn Key with Hologic equipment bid a lower cost and came within specifications.

Selenia® Dimensions® System

3D™ Performance System

The 3D™ system that offers the benchmark Hologic customers expect, with essential ergonomics and functional work flow features, as well as the Genius™ 3D™ exam at an attractive price.

The 3D™ Performance System includes:

Selenia® Dimensions® 3D™ 3000 (SDA-SYS-3000-3D)

X-ray tabletop large button (1)

Configurable tabletop controls

Display monitor tilt/swivel

Included paddles: 5

Standard Compression Paddles

24 cm x 29 cm Screening Paddle

18 cm x 24 cm Screening Paddle; Small Breast Screening Paddle

Standard Diagnostic Paddles

10 cm Contact Paddle

10 cm Contact Magnification Paddle

Monitor fixed arm mount (ASY-08487)

(required at initial order; refer to below code/ordering details)

2MP color display monitor (CMP-01270)

(required at initial order; refer to below code/ordering details)

Included gantry footswitches: 2

Dynamic Tube Head Motion License (ready for tomo and Bx)

Diagnostic Imaging Kit and License

Selenia® Dimensions® 3D™ 3000 OPTIONS

Barcode reader	(ASY-08447)
Integrated UPS	(ASY-08446)
Mobile Kit	(ASY-08490; ASY-08489)*
Monitor articulating arm mount	(ASY-09505; ASY-08514)*
3MP display monitor	(CMP-01404)
Advanced Connectivity License	(SDA-LIC-0001)
Notices License	(SDA-LIC-0002)



3D™ Performance System ORDERING DETAILS

Selenia® Dimensions® 3D™ 3000	SDA-SYS-3000-3D
2MP color monitor (standard)	CMP-01270
Fixed mount (standard)	ASY-08487
LCD non-touch screen controls (standard)	PRD-04096

Selenia® Dimensions®

Make the leap to the new standard of care.

Offer the Genius™ 3D Mammography™ exam to the women in your community.

Earlier detection. Only The Genius™ 3D Mammography™ exam detects 20-65% more invasive breast cancers compared to 2D alone.¹

Clinical efficiency. The Genius™ 3D Mammography™ exam reduces callbacks by up to 40% compared to 2D alone.^{2,3}

Accuracy in dense breasts. Only the Genius™ 3D Mammography™ exam has superior accuracy for women with dense breasts compared to 2D alone.^{2,4}

3.7 second tomosynthesis scan time, regardless of breast thickness.⁵

Images meet DICOM standards for PACS compatibility

I-View™ software option for Contrast Enhanced 2D (CE2D) Imaging, provides functional imaging information and highly detailed 2D images for enhanced precision in breast cancer detection.

C-View™ software option generates 2D images from the tomo data set, reducing patient's radiation dose and time under compression.



**Clear images from smooth, continuous sweep.
No risk of inherent motion from step and shoot.**



**Easy and comfortable positioning from stationary, adjustable face shield.
Also limits patient motion.**



**Affirm® biopsy option —
superior 3D™ biopsy results in 13 minutes (avg.)* 6**

The Genius™ 3D Mammography™ exam (a.k.a. Genius™ exam) is acquired on the Hologic® 3D Mammography™ system and consists of a 2D and 3D™ image set, where the 2D image can be either an acquired 2D image or a 2D image generated from the 3D™ image set.

The Genius™ exam is only available on the Hologic® 3D Mammography™ system.

* Superiority of 3D™ imaging versus stereo-tactic 2D biopsy procedures. For complete details, including standard and optional equipment, accessories and specifications, refer to the Selenia Dimensions system data sheet.

References:

1. Results from Friedewald, SM, et al. "Breast cancer screening using tomosynthesis in combination with digital mammography." *JAMA* 311.24 (2014): 2499-2507; a multi-site (13), non-randomized, historical control study of 454,000 screening mammograms investigating the initial impact the introduction of the Hologic Selenia Dimensions on screening outcomes. Individual results may vary. The study found an average 41% (95% CI: 20-65%) increase and that 1.2 (95% CI: 0.8-1.6) additional invasive breast cancers per 1000 screening exams were found in women receiving combined 2D FFDM and 3D™ mammograms acquired with the Hologic 3D Mammography™ System versus women receiving 2D FFDM mammograms only. 2. Friedewald SM, Rafferty EA, Rose SL, et al. Breast cancer screening using tomosynthesis in combination with digital mammography. *JAMA*. 2014 Jun 25;311(24):2499-507. 3. Bernardi D, Macaskill P, Pellegrini M, et al. Breast cancer screening with tomosynthesis (3D mammography) with acquired or synthetic 2D mammography compared with 2D mammography alone (STORM-2): a population-based prospective study. *Lancet Oncol*. 2016 Aug;17(8):1105-13. 4. FDA submissions P080003, P080003/S001, P080003/S004, P080003/S005. 5. Rafferty EA, Durand MA, Conant EF, et al. Breast Cancer Screening Using Tomosynthesis and Digital Mammography in Dense and Nondense Breasts. *JAMA*. 2016 Apr 26;315(16):1784-6. 6. Schradang S, Martine D, Dirrachs T, et al. "Digital Breast Tomosynthesis-guided Vacuum-assisted Breast Biopsy: Initial Experiences and Comparison with Prone Stereotactic Vacuum-assisted Biopsy." *Radiology*. 2015 274:3, 654-662 E-pub 2014 Nov 12.

Redesigning the Personalized Breast Imaging Experience



LEADING THE WAY with the most comprehensive breast imaging portfolio for #EveryWomanEveryBody.

Discover GE's breast imaging technologies and services that help you personalize breast imaging based on individual risk factors, and improve outcomes for your patients. We help you to reshape the breast imaging experience with our complete and differentiated portfolio of breast care solutions.

From screening, diagnosis, and interventional procedures, GE Healthcare is at the forefront of technology to help you meet your patients' needs.



Choose the mammography system **83% of patients** say was a better experience.¹

Senographe Pristina™
Designed by women, for women.



Patients need less patience with SenoBright HD...**CESM in less than 7 minutes.**³

SenoBright™ HD
Contrast Enhanced Spectral Mammography



4 out of 5 women say the exam is more comfortable with Pristina Dueta.²

Pristina Dueta™
Patient-assisted compression device



Invenia ABUS is the **only FDA-approved** ultrasound for breast cancer screening.⁴

Invenia™ ABUS
Dense breast supplemental imaging

1. IPSOS Patient Satisfaction Study sponsored by GE Healthcare, conducted with 315 patients across 2 sites in Europe, February 2017.
2. IPSOS Patient Satisfaction Study sponsored by GE Healthcare, conducted with 315 patients across 2 sites in Europe, out of which 160 were offered the patient-assisted compression option, February 2017.
3. Dr Daniaux et al., Arch Gynecol Obstet. 201.
4. FDA PMA P110006 summary of safety and effectiveness.

GE Healthcare Breast Imaging Timeline

2017 RESHAPING THE MAMMOGRAPHY EXPERIENCE

GE Healthcare continues to provide greater comfort, confidence, and clarity.

SENOGRAPHE CRYSTAL NOVA™
Digital mammography transformed and simplified.



PRISTINA DUETA™

An industry first, patient-assisted compression device, giving patients a sense of control during their mammograms.

SENOBRIGHT™ HD
Next-generation Contrast Enhanced Spectral Mammography (CESM).

SENOGRAPHE PRISTINA™ 3D INTRODUCED

Senographe Pristina 3D mammography now delivers superior diagnostic accuracy¹ compared to 2D mammography for screening or diagnostic mammograms.



2016 SENOGRAPHE PRISTINA

New mammography system designed by women for women to reinvent the patient experience.



THE ONE STOP CLINIC

GE partners with Gustave Roussy Cancer Campus of France to develop the One Stop Clinic dedicated to providing same-day breast diagnoses and treatment plans.

SENO IRIS™
New workstation speeds up diagnosis for radiologists.

2006

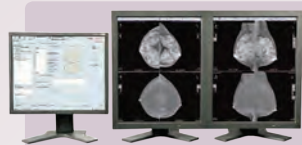
SENOGRAPHE ESSENTIAL IS INTRODUCED

Moving one step forward into the future with a large field of view and commitment to Tomosynthesis upgrade.

2004

INTRODUCING SENOGAPHE DS

Dedicated platform for digital mammography with interventional capability, featuring intelligent image sharpening.



2011

SENOBRIGHT™ CONTRAST ENHANCED SPECTRAL MAMMOGRAPHY (CESM)

SenoBright™ CESM produces contrast-enhanced images of the breast using an X-ray contrast agent and two different X-ray energy levels to help localize lesions.

2012-2014

IMPROVING THE PATIENT EXPERIENCE

SensorySuite is introduced, focusing on improving patient experience.



2014

INVENIA™ ABUS

Supplemental breast cancer screening for women with dense breast tissue.



2000-2013 DEVELOPING 3D MAMMOGRAPHY

3D mammography, also called Digital Breast Tomosynthesis, is a three-dimensional imaging technology that provides a clearer view through the overlapping structures of breast tissues. GE's 3D Mammography is introduced in 2013.

2002-2003 SENO ADVANTAGE™ IS INTRODUCED

First digital mammography-dedicated review workstation, with improved reading and enhanced contrast.



2000

A NEW ERA: DIGITAL MAMMOGRAPHY

GE's Senographe 2000D, a full-field digital mammography equipment, is introduced.

1991 IMPROVING QUALITY STANDARDS

GE introduces the first automatic optimization of parameters (AOP).



1987

GE ACQUIRES CGR

Mammography machines, including the first 3D localization system, that follow the Senographe remain the standard of care for breast cancer screening.

1949

FIRST BREAST COMPRESSION TECHNIQUE

Developed by Uruguayan radiologist Raul Leborgne for dedicated breast radiography.



1966

INTRODUCTION OF A DEDICATED MAMMOGRAPHY SYSTEM: SENOGAPHE™

French radiologist Pr. Charles Gros asks the Paris-based Compagnie Générale de Radiologie (CGR) in 1965 to investigate a solution to improve mammography. A year after, CGR launches its first breast-dedicated X-ray imaging equipment.

1965

FIRST DEDICATED X-RAY APPARATUS
A crystallographic x-ray tube mounted on a camera tripod was the forerunner of Senographe, the first breast-dedicated mammography unit.

1976-1980 MODERN MAMMOGRAPHY DETERMINED

The launch of Senographe 500T and Sentomix are key steps in terms of ergonomics and image quality. The first molybdenum tube with rotating anode is introduced.



1913

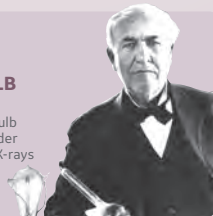
FIRST ATTEMPT TO IDENTIFY BREAST CANCER USING X-RAYS

By German Surgeon Albert Salomon. He recognizes the importance of breast compression for improving image quality.

1895

FIRST LIGHTBULB EMITS X-RAYS

Thomas Edison's light bulb modified by GE co-founder Elihu Thomson to emit X-rays and uses it to build the first X-ray machine.



* Senographe Crystal Nova is not commercially available in some markets. It is not cleared or approved by the U.S. FDA.

1. GE screening protocol consists of 3D CC/MLO + V-Preview CC/MLO. V-Preview is the 2D synthesized image generated by GE Seno Iris mammography software from GE DBT images. FDA PMA P130020 <http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfPMA/pma.cfm?id=P130020>, Data on file. Average glandular dose in digital mammography and digital breast tomosynthesis: comparison of phantom and patient data. Bouwman, R. W. and al., et. 2015, Physics in Medicine & Biology, pp. 7893-7907.

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Lunar iDXA™

The intelligent DXA



The best of DXA technology for bone and metabolic health assessment

With a state-of-the-art design, Lunar iDXA offers research-grade image resolution and clarity with exacting precision, designed to provide you a high degree of clinical confidence across all body types for bone health and body composition. Consider Lunar iDXA not only for today's imaging needs but also as an enduring platform for the future.



Bone Health

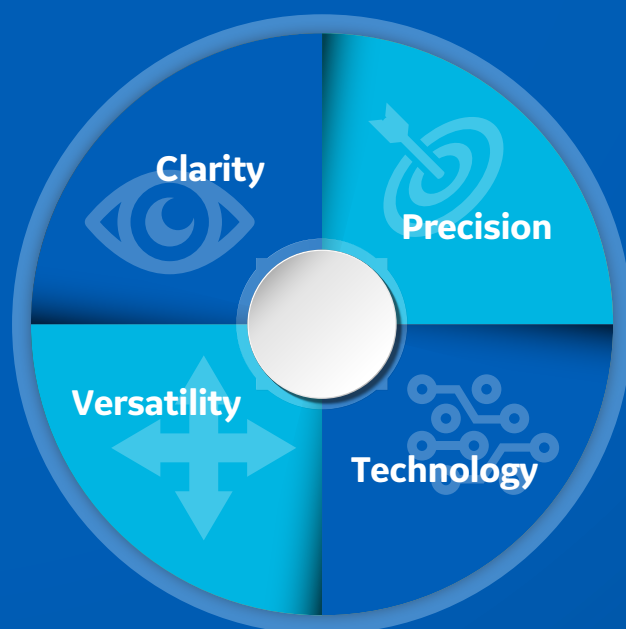


Metabolic Health

See More. Know More.

Research-grade analysis helps you manage patients with confidence.

In your search for answers to a patient's health concerns, information is everything. And with Lunar iDXA, GE Healthcare offers our most advanced system to provide the data and images you need. Whether you're assessing bone density, fracture risk, metabolic health, pediatric development or sarcopenia Lunar iDXA gives you a clear view inside the body.



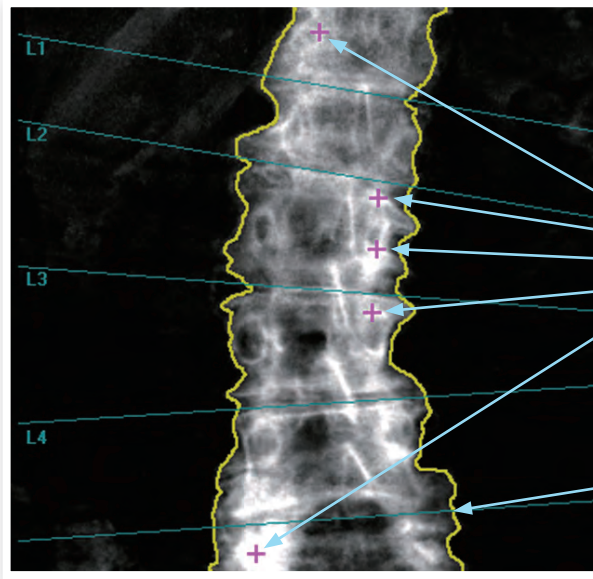
Clarity

Exceptional capabilities.

One in four women over the age of 50 will suffer a vertebral fracture in her remaining lifetime, with severe impact on quality of life.¹

Assessment is made easy with Lunar iDXA system's extra-crisp images.

Lunar iDXA offers the latest generation of DXA technology from GE Healthcare. It's vertebral assessment is comparable to radiographs in identifying and classifying deformities concerning etiology, grade, and shape,¹ while using a lower dose of radiation.



Enhanced ability to detect unusually high density for exceptional measurement accuracy.

Enhanced edge detection for outstanding accuracy and reproducibility of bone mineral density (BMD) results.

High-resolution images bring anatomy into focus.

Lunar iDXA delivers crisp, high resolution images of all skeletal sites, revealing details that were never seen before. It clearly renders the end plates on Spine images and identifies intervertebral spaces easily. You can see proximal femur details like the femoral head, visualize cortical thickness, and see unprecedented total body images.

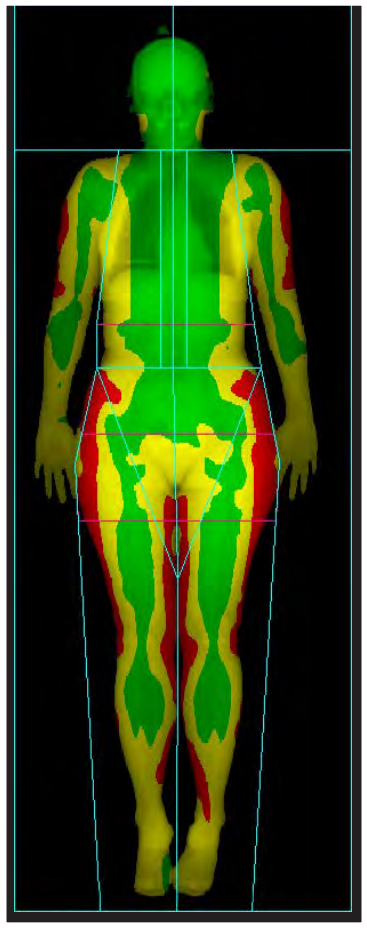
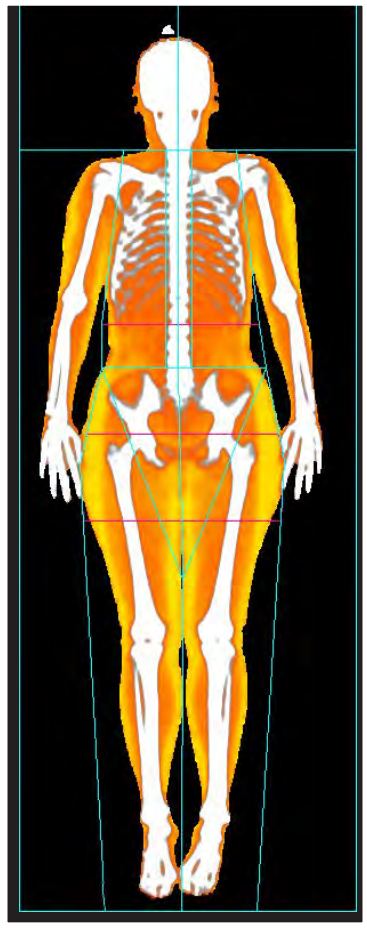
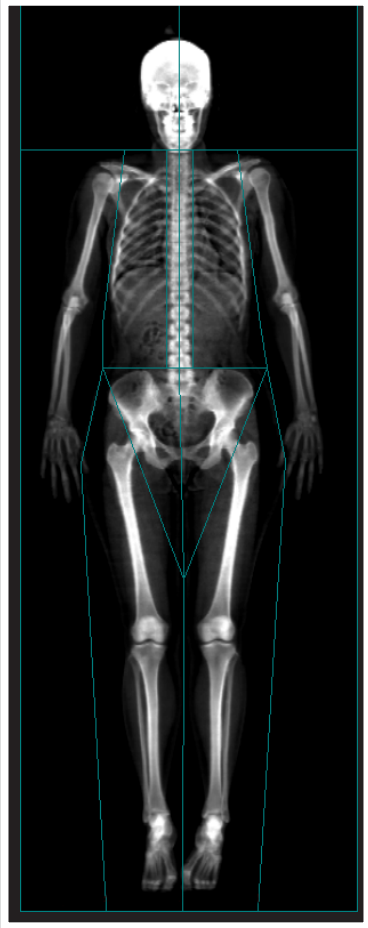
Lunar iDXA helps you detect a variety of asymptomatic compression fractures.



See vertebral bodies clearly with dual-energy soft tissue subtraction.



High Resolution Images. Low Dosage DXA Technology.





Precision

Precision you can see for detecting bone and body changes through faster scans.^{2,3}

6-Point Calibration ensures precision & accuracy in BMD and soft tissue

The Lunar iDXA is up to twice as precise and accurate as competing systems thanks to an exclusive 6-Point Calibration technique. When assessing bone density, soft tissue values should be subtracted to ensure only BMD is measured. Therefore, it's critical to take into account the entire body – bone, fat, and lean tissue.

Most systems today do not calibrate across the full range of BMD and fat/lean values, rather they only calibrate to average patients. This can result in an inaccurate assessment. The Lunar iDXA performs a 6-Point Calibration with normal, osteopenic, and osteoporotic BMD values, as well as lean, normal and obese values. The result is more clinical confidence than ever before.

Higher precision means better patient compliance

You know that it can be challenging to motivate patients with bone deficiencies to stay on their treatment plans. Osteoporosis treatment requires time, and feedback on progress can take years. With Lunar iDXA, any change in bone or body composition can be better detected through higher precision and image resolution.

Lunar iDXA's detector technology enables an extremely precise measurement of the bone, allowing you to track changes that had previously been too minor to detect. You can better manage treatment plans, which promotes better patient compliance.

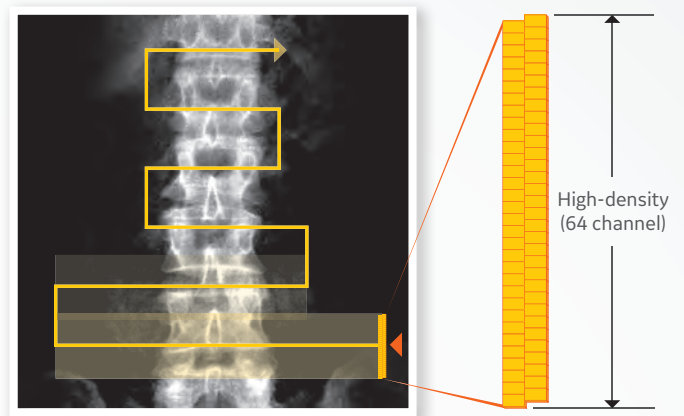
Higher precision enables best estimate of Appendicular Lean Mass (ALM) for effective assessment of sarcopenia.



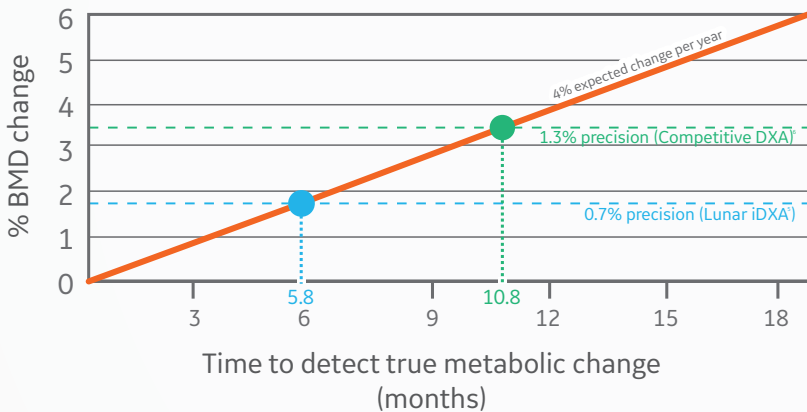
Precise measurement helps you detect small changes nearly twice as fast.

Osteoporosis treatment and other clinical interventions require time to monitor. Lunar iDXA helps with exceptional precision, due to its direct-to-digital detector plus staggered array and narrow-angle fan beam technology with Multi-View Image Reconstruction (MVIR). This corrects magnification error that is observed with competitive wide-angle fan beam systems⁴

What's all this precision worth to you? It enables you to detect small and significant changes sooner, which can help motivate patient compliance, guide treatment decisions and reduce sample size required for clinical trials.



Direct-to-digital detector plus staggered array enhance precision and create high-resolution images.



In this example, analysis shows that precision with Lunar iDXA allows clinicians to detect true metabolic change as early as 5.8 months, compared with 10.8 months for competitive equipment (95% confidence).

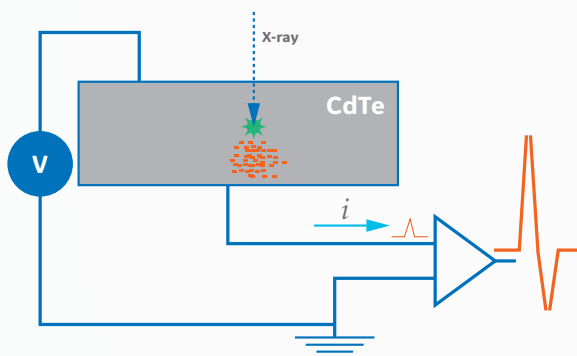


Technology

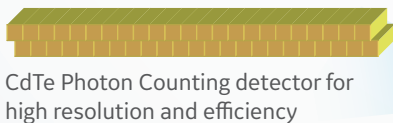
Superior Technology. Incredible Results.

The brains behind Lunar iDXA – photon counting based detector technology provides near-radiographic image quality, allowing you to see more clearly than ever before.

Lunar iDXA detectors use solid-state crystals (Cadmium Telluride or CdTe) that absorb the X-ray energy and result in the immediate release of electrons from their atoms (i.e. *direct conversion*). An applied voltage pushes the electrons out of the crystal, effectively creating a current pulse whose magnitude is proportional to the X-ray energy. Sensitive, low-noise amplifiers boost the signal so that counting electronics can perform the final identification as low or high energy.



Lunar iDXA X-ray detector signal generation



CdTe Photon Counting detector for high resolution and efficiency

Unique Performa X-Ray Tube provides superior reliability.

GE Healthcare's Performa X-ray Tube is the basis of Lunar iDXA's unique integrated X-ray generation system, designed from the ground up to deliver the ultra-stable output needed for high precision, image clarity, and long-term reliability. The Performa X-ray Tube delivers X-ray flux to measure and image patients up to 204 kg (450 lbs.), but still provides low-dose performance.

Narrow Fan Beam Scan

Patented narrow fan beam technology that combines the best features of pencil beams (no magnification, low dose) with the short scan time of wide fan beams while reducing magnification error inherent to wide-angle fan beam systems.

Photon Counting Detector

Dose-efficient photon counting detector technology that simultaneously counts low and high energy X-rays photons resulting in lower dosage to the patient and faster and efficient scans.

SmartScan™

Unique feature exclusive to GE Healthcare bone densitometry systems that identifies bone regions after each transverse sweep to estimate where to begin exposing the patient to X-rays on the subsequent sweep, thereby reducing the scan time and the dose to the patient.

K-edge Filter

A unique "K-edge filter" that absorbs the X-rays in the middle energy range and protects the patient against unnecessary exposure.

Multi-View Image Reconstruction (MVIR)

Using narrow fan beam technology to perform multiple, spaced and transverse sweeps across the site of interest resulting in accurate determination of bone-height above the tabletop, minimization of magnification errors, and thereby providing higher precision and accuracy.

Low Scattered Radiation

Due to narrow-fan beam technology, low scatter radiation in comparison to wide-angle fan beam systems.

Increase your workflow with connectivity options.

DICOM facilitates your PACS connectivity

DICOM is an option flexible enough to meet any PACS connectivity requirements, and Lunar bone densitometers are the only DXA systems to achieve IHE5 compliance. Features include DICOM structured reports, image storage and commitment, DICOM worklist, and DICOM print. It sends reports and images to your PACS server in color or black and white, and can integrate with your RIS worklist and modality performance procedure step.

MUDBA allows multiple users access

The Multi-User Database Access (MUDBA) option permits multiple computer workstations to access DXA scan files simultaneously, even remotely – allowing up to 40 remote computers to be connected. Multiple images from GE Healthcare's Lunar bone densitometers can be saved in a common database.



HL7 interfaces with your electronic records system

The flexible HL7 feature allows the Lunar iDXA to receive and transmit records. That includes receiving patient demographics and exporting patient exam results. This option integrates your densitometer with your existing electronic medical records, thereby closing the loop on your records and billing system. HL7 can also attach images to your compliant EMR.

TeleDensitometry emails reports directly from the workstation

The TeleDensitometry option connects the Lunar iDXA to existing computer networks and phone lines, so you can e-mail or fax DXA reports directly from the densitometer.



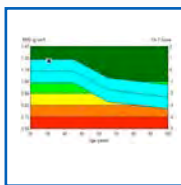
Versatility

Breadth of applications and features for a wide range of patients.

A large scan window plus high weight limit and arm height on the Lunar iDXA comfortably accommodate many patient sizes and conditions. A long list applications for Lunar iDXA with the enCORE software platform – from visceral fat measurement, color fat mapping and pediatric assessment to small animal scanning – helps explain why it's chosen by leading hospitals, clinics, and physicians around the world.

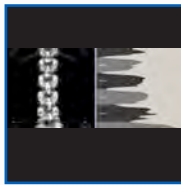
BMD

Measures the bone mineral density of a preferred skeletal site that can be compared to an adult reference population at the sole discretion of the physician. Generates a reference chart with Z-score and T-score.



AP Spine

Provides an estimate of bone mineral density for the lumbar spine.



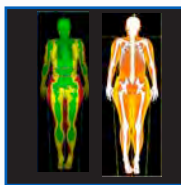
Femur/ Dual Femur

Measures both single femur or both the femurs in one scan, helping you assess the weakest femur through measuring bone mineral density for the proximal femur.



Color Mapping/ Color Coding

Color Mapping can be used to set thresholds on fat %, while color coding can be used to code bone, lean tissue and fat tissue.



LVA Morphometry & Spine Geometry

LVA Morphometry measurement and analysis provides an x-ray image of the spine for qualitative visual assessment in order to identify vertebral deformations and estimate vertebral heights (morphometry), while LVA and APVA Spine Geometry measure Cobb angles.



Dual-energy Vertebral Assessment (DVA)

Lateral and anterior views of the spine with soft tissue equalization to identify vertebral deformations. Performs both LVA and APVA in one protocol.



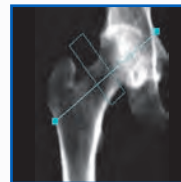
Lateral Spine Measurement

Lateral Spine measurement and analysis provides an estimate of bone mineral density for the lumbar spine.



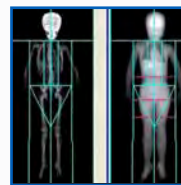
Hip Axis Length (HAL)

Measurement of the distance along the femoral neck axis, extending from the bone edge at the base of the trochanter to the bone edge at the inner pelvic brim



Pediatrics

Pediatric measurement and analysis feature provides BMD, BMC, fat mass, and lean mass for patients from birth to 20 years old.



Atypical Femur Fracture (AFF)*

AFF measurement and analysis provides an x-ray image of the entire femur for both qualitative visual assessment and quantitative measures in order to identify areas of focal thickening along the lateral cortex of the femoral shaft.



FRAX

FRAX 10-Year Fracture Risk provides an estimate of 10-year probability of hip fracture and 10-year probability of a major osteoporotic fracture for men and post-menopausal women ages 40-90 years.



Hand Measurement

Hand measurement and analysis provides an estimate of the bone mineral density for the hand.



Forearm

Measures radius and ulna, providing additional clinical information on BMD for the distal forearm. This measurement can be taken in both sitting or supine position.



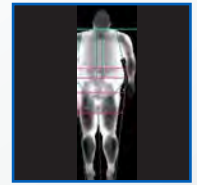
CoreScan™

CoreScan software feature estimates the VAT (Visceral Adipose Tissue) mass and volume within the android region.



MirrorImage Scan

The MirrorImage function can be used to estimate the total body composition and bone mineral density (BMD) when regions of the body are outside of the scan window by using scanned data from the corresponding region(s) on the opposite half of the body.

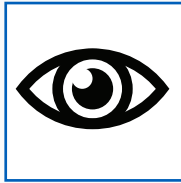


*Feature only available with enCORE version 17

Breadth of applications and features for a wide range of patients.

OneVision

The OneVision feature allows you to set up multiple measurements in one exam. This eliminates keystrokes and improves throughput for customers that routinely perform multiple measurements on each patient.



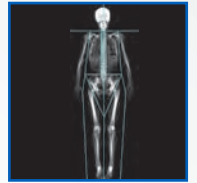
Metabolic Information

Provides insight on metabolic information such as Resting Metabolic Rate (RMR) and Relative Skeletal Muscle Index (RSMI) with ability to capture Total Body Water (TBW), Intracellular Water (ICW), & Extracellular Water (ECW).



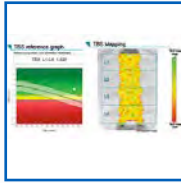
Body Composition - Total/Regional

Performs total body scan to measure bone mass, lean mass and fat mass. Also measures regional and whole body bone mineral density (BMD), lean and fat tissue mass.



Trabecular Bone Score (TBS)

Provides trabecular bone score based on bone structure assessment of the trabecular region of the bone.



Practice Management

Provides general-purpose business reporting tools to view existing patient population as well as follow-up on next site visit.



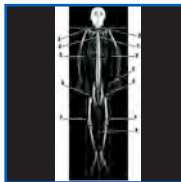
Orthopedic Knee

Orthopedic Knee measurement and analysis provides an estimate of the bone mineral density around knee implants pre and post-surgery.



Small Animal Body Scan

Small Animal measurement and analysis is for investigational use on laboratory animals or for other tests that do not involve human subjects.



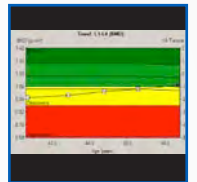
Custom Reference Population

Physicians can create a custom reference population and use that population for comparison to your patients' results.



Patient BMD Trending

Monitoring tool to view changes in a patient's BMD over time. To view trending results, all of the trended measurements must be from the same site.



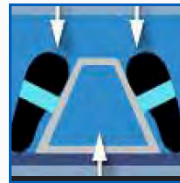
Orthopedic - Hip Implant

Measure the delicate region around the hip implant and visualizes 19 Gruen zones.



OneScan

OneScan performs an AP Spine and Dual Femur exam without repositioning between scans.



ScanCheck

ScanCheck assists the user in detecting Spine, Femur, Forearm and Total Body abnormalities.



Composer

Composer feature provides many pre-generated report formats as well as ability to create custom reports.



Multi-User Database Access

Allows up to 40 remote computers to be connected with a common patient database allowing multiple users to access and analysis patient data.



Sarcopenia*

Sarcopenia software calculates values based on published definitions and thresholds using measured appendicular lean mass in combination with patient demographics and entered values of muscle strength and physical performance.



QuickView

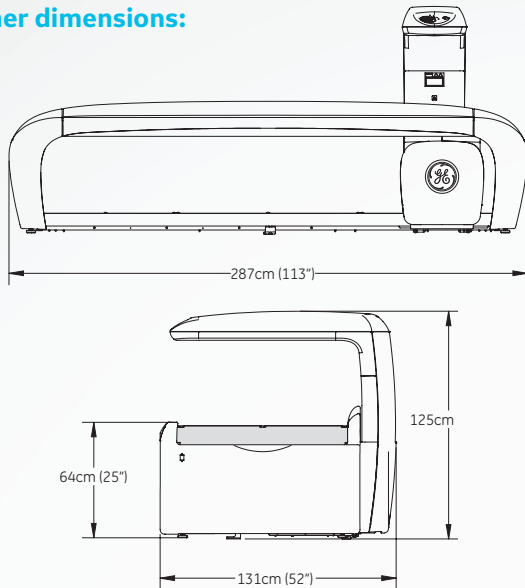
QuickView offers a fast, 10 second spine or femur scan. Measurement and analysis procedures are the same as other scan modes.



*Feature only available with enCORE version 17

Specifications

Scanner dimensions:



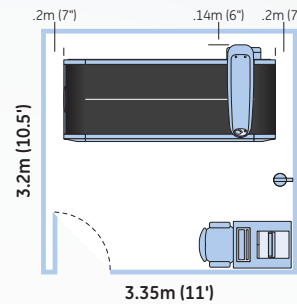
Scanner table specifications:

Scanner size	2.87m x 1.31m x 1.25m (113" x 52" x 49")
Scanner weight	360kg (792lbs)
Patient table top height (adjustable)	64cm (25")
Maximum patient weight supported	204kg (450 lbs)
Drive system	stepper motor with reinforced drive belts
Active scan area	198cm x 66cm
Start position indicator	cross laser light (class II, <1mW power)
Pad	washable patient mat, includes paper roll dispenser
Attenuation of patient support table	<1.2mm AL
Communication cable	Ethernet
Scanner leakage current	meets IEC 60601-1 safety standard

Detector specifications:

Detector high-definition, direct-digital detector

Minimum room dimensions¹¹



The Lunar iDXA is designed to have minimal impact on your practice in both the installation requirements and required operating space. The Lunar iDXA is shown in a 3.5 m x 3.2 m exam room with the included workstation. No operator shielding or special site preparation beyond a dedicated 100-127/200-240 VAC duplex outlet is usually required.¹² The outlet should be placed near the desired location of the operator's console

Minimum Computer Specifications:

- Intel® Core™ i3 Processor
- Windows® 7 Professional 32-bit or 64-bit with SP1
- RAM 2 GB
- Hard Drive 250 GB; 1 GB must be available for enCORE
- Optical Drive DVD-R
- Monitor 17" SVGA (minimum resolution 1024x768 32 bit color)
- Archive 320 GB USB hard drive
- Internet Explorer 11
- Adobe Reader 9.0 or greater
- Windows®-compatible printer
- Two 10/100 Mbit Ethernet ports

Environmental specifications

Power	100-127 VAC 50/60Hz 20A dedicated circuit 200-240 VAC 50/60Hz 10A dedicated circuit
Consumption	Idling 40VA, Scanning 750VA
Distortion	sinusoidal waveform, less than 5% THD
Humidity	20%-80% non-condensing
Room temperature	18°C-27°C (65°F-81°F)
Scanner heat output	idling 150 BTU/hr, scanning 1500BTU/hr
Console heat output	approx. 400BTU/hr with 17" monitor
Ventilation	all cooling vents must remain unblocked
Dust, fumes, debris	install system in clean, ventilated area

Lunar iDXA with Advance Package

Configured for advanced musculoskeletal and metabolic health assessment

Software Features:

Standard:

- Advanced Body Comp
- Advanced Hip Analysis
- AP Spine
- Composer
- Dual Femur
- DVA
- Femur
- Forearm
- FRAX® Fracture Risk Tool^{7,8}
- Nonseated Forearm
- OneVision
- Orthopedic Hip
- Orthopedic Knee
- Pediatric - AP Spine
- Pediatric - Femur
- Pediatric - TB (Birth to 20 YO)
- Practice Management
- Quick View
- ScanCheck
- Spine Geometry
- SQL Database
- Total Body BMD
- Total Body Comp

Optional:

- Atypical Femur Fracture⁹
- CoreScan™
- DICOM™
- Hand
- HL7
- Multiuser Database (1-3)
- Multiuser Database (1-40)
- OneScan
- Sarcopenia¹³
- Small Animal⁹
- TBS iNsite¹³
- Teledensitometry¹⁰

Lunar iDXA with Pro Package

Tailored for essential skeletal health assessment

Software Features:

Standard:

- AP Spine
- Composer
- Dual Femur
- Femur
- Forearm
- FRAX® Fracture Risk Tool^{7,8}
- Nonseated Forearm
- OneVision
- Practice Management
- Quick View
- ScanCheck
- SQL Database
- Total Body BMD
- Total Body Comp

Optional:

- Advanced Body Comp
- Advanced Hip Analysis
- Atypical Femur Fracture¹³
- CoreScan™
- DICOM™
- DVA
- Hand
- HL7
- Multiuser Database (1-3)
- Multiuser Database (1-40)
- OneScan
- Orthopedic Hip
- Orthopedic Knee
- Pediatric - AP Spine
- Pediatric - Femur
- Pediatric - TB (Birth to 20 YO)
- Sarcopenia¹³
- Small Animal⁹
- Spine Geometry
- TBS iNsite¹³
- Teledensitometry¹⁰

References:

1. Armbrrecht G, Felsenberg D. Diagnostic of vertebral deformities: Comparison of VFA (GE iDXA) to conventional radiographs. ASBMR 2009.
2. In vivo precision of the GE Lunar iDXA for the assessment of lumbar spine, total hip, femoral neck, and total body bone mineral density in severely obese patients; Carver TE., Christou NV., Court O., Lemke H., Andersen RE.; J Clin Densitom. 2014 Jan-Mar;17(1):109-15. doi: 10.1016/j.jocd.2013.06.001.
3. In vivo precision of the GE Lunar iDXA densitometer for the measurement of total-body, lumbar spine, and femoral bone mineral density in adults; Hind K, Oldroyd B, Truscott JG; J Clin Densitom. 2010 Oct-Dec;13(4):413-7. doi: 10.1016/j.jocd.2010.06.002.
4. IDXA precision (Total Femur BMD). Ergun DL, Wacker WK, Zhou QQ, et al. Performance of the Lunar iDXA. Presented at the 17th International.
5. IDXA precision (Total Femur BMD). Ergun DL, Wacker WK, Zhou QQ, et al. Performance of the Lunar iDXA. Presented at the 17th International Bone Densitometry Workshop, Kyoto, Japan, November 2006.
6. Hologic Delphi precision (Total Left Hip BMD). Shepherd JA, Fan B, Lu Y, et al. Comparison of BMD precision for Prodigy and Delphi spine and femur scans. Osteoporos Int. 2006;17:1303-1308.
7. Unavailable in Germany.
8. DVO available in Germany.
9. Laboratory animals only.
10. Additional hardware may be required for fax capabilities.
11. An isolation transformer may be required. Please refer to local regulations.
12. Consult and Follow local X-ray regulations.
13. Not available in all markets.

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GE Healthcare reserves the right to make changes in specifications and features shown herein, or discontinue the product described at any time without notice or obligation. Contact your GE Healthcare representative for the most current information. GE, the GE Monogram, imagination at work, CoreScan, SmartScan, and Lunar iDXA are trademarks of General Electric Company. GE Healthcare, a division of General Electric Company. GE Medical Systems, Inc., doing business as GE Healthcare.

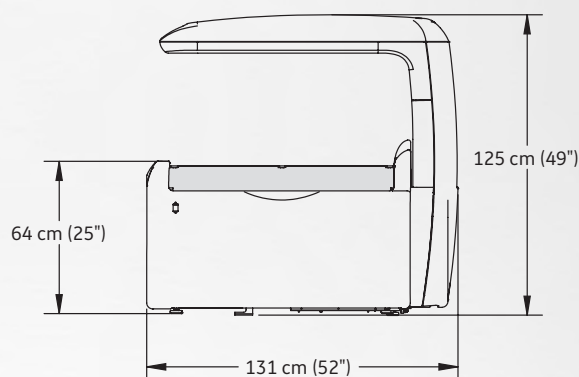
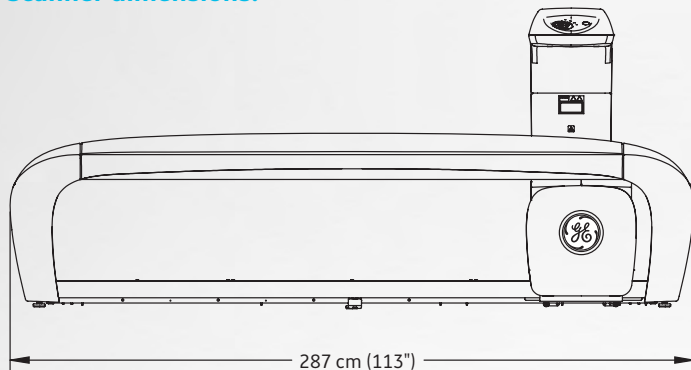


May 2017
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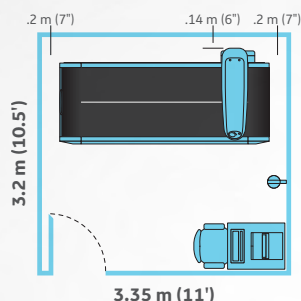


Lunar iDXA™ Specification Sheet

Scanner dimensions:



Minimum room dimensions¹:



The Lunar iDXA is designed to have minimal impact on your practice in both the installation requirements and required operating space. The Lunar iDXA is shown in a 3.5 m x 3.2 m exam room with the included workstation. No operator shielding or special site preparation beyond a dedicated 100-127/200-240 VAC duplex outlet is usually required.² The outlet should be placed near the desired location of the operator's console.

Minimum computer specifications:

- Intel® Core™ i3 Processor
- Windows® 7 Professional 32-bit or 64-bit with SP1
- RAM 2 GB
- Hard drive 250 GB; 1 GB must be available for enCORE
- Optical drive DVD-R
- Monitor 17" SVGA (minimum resolution 1024 x 768 32-bit color)
- Archive 320 GB USB hard drive
- Internet Explorer 11
- Adobe Reader 9.0 or greater
- Windows®-compatible printer
- Two 10/100 Mbit Ethernet ports

Scanner table specifications:

Scanner size 2.87 m x 1.31 m x 1.25 m (113" x 52" x 49")
 Scanner weight 353 kg (778 lbs)
 Patient table top height (adjustable)..... 64 cm (25")
 Maximum patient weight supported..... 204 kg (450 lbs)
 Drive system..... stepper motor with reinforced drive belts
 Active scan area 198 cm x 66 cm
 Start position indicatorcross laser light (class II, <1 mW power)
 Pad washable patient mat, includes paper roll dispenser
 Attenuation of patient support table <1.2 mm AL
 Communication cable Ethernet
 Scanner leakage current meets IEC 60601-1 safety standard

Environmental specifications:

Power..... 100-127 VAC 50/60Hz 20A dedicated circuit
 200-240 VAC 50/60Hz 10A dedicated circuit
 Consumption idling 40VA, scanning 525VA
 Distortion sinusoidal waveform, less than 5% THD
 Humidity..... 20%-80% non-condensing
 Room temperature..... 18°C-27°C (65°F-81°F)
 Scanner heat output idling 150 BTU/hr, scanning 1800 BTU/hr
 Console heat output approx. 400 BTU/hr with 17" monitor
 Ventilation all cooling vents must remain unblocked
 Dust, fumes, debris..... install system in clean, ventilated area

Detector specifications:

Detector high-definition, direct-digital detector

1. A small room kit with isolation transformer may be required. Please refer to local regulations.
 2. Consult and follow local X-ray regulations.

Lunar iDXA Specification Sheet

✓ Standard ● Optional

		Lunar iDXA with Pro SW Package	Lunar iDXA with Advance SW Package
Productivity Apps	SQL Server Database	✓	✓
	HL7	✓	✓
	DICOM®	✓	✓
	Multiuser dB (1-3)	✓	✓
	Teledensitometry ³	✓	✓
	ScanCheck	✓	✓
	Practice Management	✓	✓
	Composer	✓	✓
	OneScan	✓	✓
	OneVision	✓	✓
	QuickView	✓	✓
	Multiuser Database (1-40)	●	●
	Basic Bone	AP Spine	✓
Dual Femur		✓	✓
Femur		✓	✓
Forearm		✓	✓
Nonseated Forearm		✓	✓
FRAX® Fracture Risk Tool		✓	✓
DVA (Includes: LVA, APVA, Lateral BMD)		✓	✓
Advanced Bone	Orthopedic Hip	✓	✓
	Advanced Hip Analysis	●	✓
	Spine Geometry	●	✓
	Pediatric – AP Spine	●	✓
	Pediatric – Femur	●	✓
	Pediatric – TB (Birth to 20 YO)	●	✓
	Hand	●	●
	Atypical Femur Fracture	●	●
	Orthopedic Knee	●	●
	Orthopedic Knee with Positioner for IB Upgrades	●	●
	Small Animal	●	●
	TBS	●	●
Total Body	Total Body BMD	✓	✓
	Total Body Comp	✓	✓
Advanced Body	Advanced Body Comp*	●	✓
	CoreScan™	●	●
	Sarcopenia	●	●

*Bone-Lean-Tissue Color Coding, Metabolic Results (ICW, ECW, TBW), Resting Metabolic Rate, Composer Style Sheets – Body Sports Medicine Segmental, Body Patient Weight Loss
 3. Additional hardware may be required for fax capabilities.

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March 2018
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 DOC2109513



Powerful images. Clear answers.

Horizon™ DXA System: An Innovative Solution for Accurate Diagnosis

Hologic, the pioneer in X-ray based bone densitometry, takes advanced health assessment to a new level with the **Horizon DXA System**. This multi-faceted system can help clinicians assess bone health, body composition and cardiovascular risk — critical elements that will help patients keep life in motion.

The **Horizon DXA System** features the latest innovations in bone densitometry technology; including a new digital high resolution ceramic detector array, as well as a new high frequency X-ray Generator. When paired with our exclusive **OnePass™** true fan-beam acquisition geometry, Horizon delivers rapid, dual-energy bone density measurements in a single-sweep, eliminating beam overlap errors and image distortion found in rectilinear acquisition techniques. We've also improved our **Dynamic Calibration System**, which delivers pixel-by-pixel calibration through bone and tissue equivalents — for greater long-term precision. The adjustable aperture is now completely lead-free. This, combined with the elimination of cadmium from the detectors, currently makes the Horizon DXA system the greenest on the market.



Horizon DXA system product specifications

Patient Weight Limit

500 lbs (227 kg)

Typical Exposure Time and Entrance Dose*

Lumbar spine.....	10 sec / 0.04 mGy (C, W, A models)
Proximal Femur	10 sec / 0.04 mGy (C, W, A models)
SE femur	15 sec / 0.025mGy (C, W, A models)
IVA™ option in HD.....	15 sec / 0.025 mGy (C, W, A models)
Whole body	113 sec / 0.007 mGy (A models) 290 sec / 0.015 mGy (Wi, W models)

Advanced Fan-Beam DXA Technology

OnePass™ Acquisition Technique; Multi-Detector Array Scanning Method

New High-resolution multi-element detector array with gadolinium sulfoxylate GADOX scintillator technology used in modern CT devices (64 to 216 detectors, model dependent)

New High Frequency X-ray Generator

X-ray System Switched-pulse dual-energy (100 kVp/140 kVp)

Indexing Scan Table with Positioning Accessories

Motorized Table and Rotating C-arm (A models)

Motorized Table and C-arm (Ci, Wi, C, W models)

Dynamic Internal Reference System for Continuous Calibration

Computer Console

QDR™ Anthropomorphic Spine Phantom

Standard Computer Hardware (Minimum Configuration)

Computer Workstation with Dual Core 3 GHz

Windows® 7 Professional

250 GB hard drive

2 GB RAM

19" Widescreen LCD Monitor

HP Professional Series Color DeskJet® printer

DVD RAM drive

Standard Configuration:

Hologic APEX™ Operating System

Automatic PASS/FAIL Quality Control

Express BMD 10 Second Acquisition (C, W, A models)

Single Energy Scan Display Capability

Window/Level Control for Image Optimization

Apex Productivity Tools

Express Exam™ Workflow Management

OneTime™ Auto Analysis with Histogram

ProTech with DXApro

Auto Hip Positioning

Reposition/Rescan Feature

Automatic Scan Comparison for Serial Exams

Least Significant Change Configuration

Horizon Advance Reporting Solutions

QDR OnePage™ Report with Rate of Change Assessment

FRAX® 10 Year Fracture Assessment

New Dual Hip™ Report

New integrated Physicians Report Writer™ DX Feature

Horizon Scan and Analysis Protocols

AP Lumbar Spine with Automatic Low Density Analysis and Scoliosis Analysis

Supine Lateral Spine with Baseline Compensation (A models)

Proximal Femur, Automatic Low Density Analysis and Hip Structure Analysis™ (HSA) Feature

Dual Hip™ Feature

Forearm

Whole Body BMD (Wi, W, A models)

Advanced Body Composition™ Analysis with InnerCore™
Visceral Fat Assessment

IVA HD with Image Pro High Resolution Imaging Capability (C, W, A models)

Quantitative Morphometry

Integrated Physicians Viewer™ with MXApro™ Feature

New Atypical Femur Fracture Assessment (AFF) High Resolution Imaging Capability (C, W, A models)

Pediatric Analysis for Spine, Femur and Forearm

Pediatric Whole Body with Body Composition Assessment (Wi, W, A models)

External Shielding

None required†

BMD Precision

<1.0%

Scan Region

38" x 20" (77" x 26" on whole body models)

Table Height

28"

Calibration

Automatic, continuous calibration using Hologic's automatic internal reference system

Operator calibration not required

Automatic quality control program with multiple system checks

Operating Requirements

Temperature: 60° - 90°F (15°-32°C)

Power: 100 VAC (16 A); 120 VAC (14 A); 230 VAC (8 A)

Humidity: 20% - 80% relative humidity, noncondensing

Average heat load: 3,400 BTU/hr.

NOTE: Features and specifications subject to change without notice.

† Some components of the IRIS™ package can be purchased separately.

‡ Installation requirements for X-ray equipment vary. Check with local regulatory authorities.

* Times are dependent on area scanned and represent total irradiation time at 60Hz.

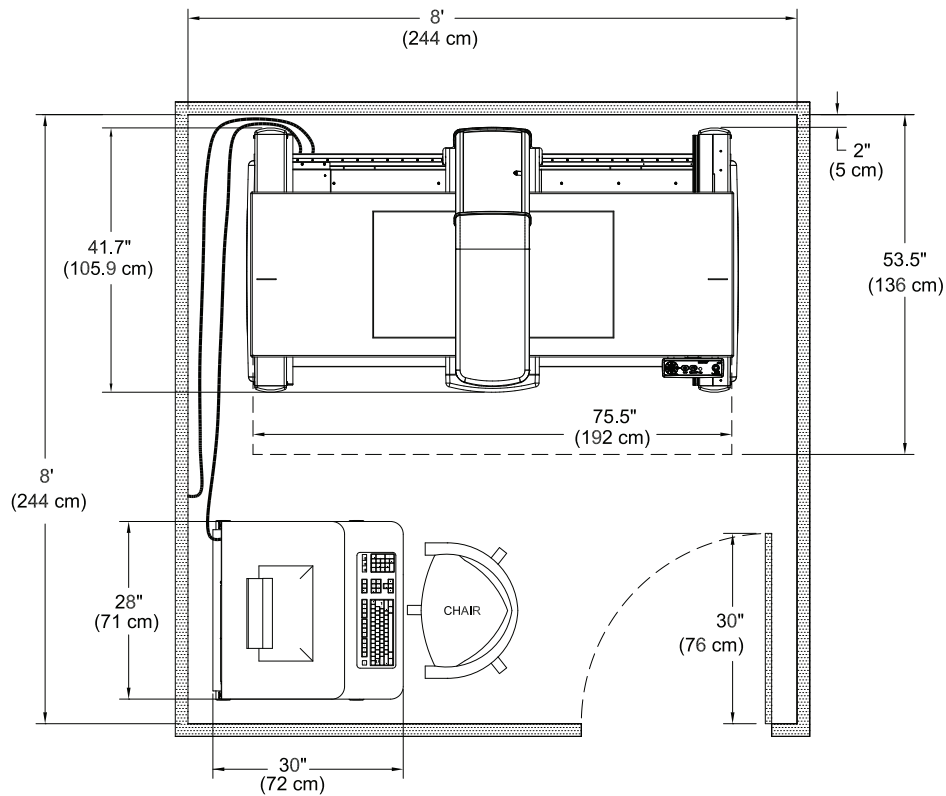
Scan site specifications according to model

Horizon Ci	Horizon Wi	Horizon C	Horizon W	Horizon A
64 Detectors	64 Detectors	128 Detectors	128 Detectors	216 Detectors
Regional Scans 30 s	Regional Scans 30 s	Regional Scans 10 s	Regional Scans 10 s	Regional Scans 10 s
Optional Regular Definition Vertebral Fracture Assessment	Optional Regular Definition Vertebral Fracture Assessment	Hi-Definition Vertebral Fracture Assessment with Abdominal Aortic Calcification detection	Hi-Definition Vertebral Fracture Assessment with Abdominal Aortic Calcification detection	Hi-Definition Vertebral Fracture Assessment with Abdominal Aortic Calcification detection
		Atypical Fracture Assessment	Atypical Fracture Assessment	Atypical Fracture Assessment
	Advanced Body Composition™ Assessment with InnerCore™ Visceral Fat Assessment		Advanced Body Composition Assessment with InnerCore Visceral Fat Assessment	Advanced Body Composition Assessment with InnerCore Visceral Fat Assessment
Lumbar Spine	Lumbar Spine	Lumbar Spine	Lumbar Spine	Lumbar Spine
Decubitus Lateral BMD	Decubitus Lateral BMD	Decubitus Lateral BMD	Decubitus Lateral BMD	Supine Lateral BMD
Dual Hip	Dual Hip	Dual Hip	Dual Hip	Dual Hip
Proximal Femur	Proximal Femur	Proximal Femur	Proximal Femur	Proximal Femur
Forearm	Forearm	Forearm	Forearm	Forearm
Hip Structure Analysis	Hip Structure Analysis	Hip Structure Analysis	Hip Structure Analysis	Hip Structure Analysis
General Region of Interest	General Region of Interest	General Region of Interest	General Region of Interest	General Region of Interest

Research package option

- Prosthetic hip
- Small Animal
- Infant Whole Body with Body Composition Assessment and subregional analysis (Wi, W and A models)

Horizon DXA system footprint



The Horizon DXA system packs a lot of performance into a small footprint. Operating from existing dedicated power sources, the system fits comfortably in an 8' X 8' exam room (8' X 10' for whole body models) and requires no protective shielding or special room preparations.*

*Installation requirements for X-ray equipment vary. Check with local regulatory authorities.

www.hologic.com | info@hologic.com | +1.781.999.7300

North America / Latin America

35 Crosby Drive
Bedford, MA 01730-1401
USA
hologic.com

Europe

Everest (Cross Point)
Leuvensesteenweg 250A
1800 Vilvoorde
Belgium

Asia Pacific

7th Floor, Biotech Centre 2
No. 11 Science Park West Avenue
Hong Kong Science Park
Shatin, New Territories
Hong Kong

Australia

Suite 402, Level 4
2 Lyon Park Road
Macquarie Park NSW 2113
Australia

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HGH- Pharmacy & PT Remodel

Additional breakdown for additional fee request.

CTA's average hourly rate is \$125/hour including overhead and profit

The following are additional hours that we have expended to get the design and documents completed.

Pharmacy casework/coordination/custom casework	160 hours
Café mechanical and electrical work	105 hours
Equipment selection and coordination	130 hours
Larger new pharmacy space	40 hours
Bullet resistance research and implementation	60 hours
Fiber and security design and documentation	45 hours

Total 540 hours

540 hours x \$125/hour = \$67,500

Bidding and VE time already expended = \$4,500

Construction administration = \$18,000

Total \$90,000 requested



PIONEERING ENVIRONMENTS

July 30th, 2019

Mike Shepard
Michael Clay Corporation
Owner's Representative for Humboldt General Hospital District

Mike,

We have discussed this in the past, but below is our formal request for additional fee for the Pharmacy and Physical Therapy remodel project.

To summarize, CTA is requesting an additional \$90,000 in fee to complete the project in total. Below are our reasons for the additional fees.

The project was estimated to be in the 1.0-1.25 million range for construction cost. Our fee was based on this and we requested a 9% fee.

The project bid for 2.5 million range. We worked with the parties involved to get this reduced to approximately 2 million dollars. Our standard fee would be a 9% fee for a remodel project of this magnitude or \$180,000.

Other factors that have contributed to our request for additional services would be the following:

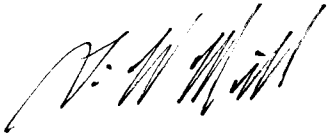
- Café associated work- Mechanical and electrical coordination and documentation.
- Full design of all the pharmacy casework
- Bulletproof glazing and systems that were never anticipated.
- Additional demolition and structural work associated with enlarging the future pharmacy space.
- We anticipated the project would be well underway by now- approximately 9 month delay from our original schedule
- Fiber work associated with hospital infrastructure needed for Pharmacy area.

This is never an easy ask, but I can tell you that we have put forth a very efficient effort and we are needing this additional fee to get us back above water. I do not take this lightly. Humboldt General Hospital is a very important client to us and we value our relationship.

Please feel free to contact me with and questions or concerns.

Regards,

CTA ARCHITECTS ENGINEERS

A handwritten signature in black ink, appearing to read 'Tim W. Miller', written in a cursive style.

Tim W. Miller, AIA

cc: CTA File -

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 02 day of October in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

CTA, Inc.
800 West Main Street, Ste. 800
Boise, ID 83702

for the following Project:
(Name, location and detailed description)

Remodel of existing space for the Pharmacy and remodel of existing space for the Physical Therapy

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See attached sketches showing the Scope of Work.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:
October 2018
- .2 Substantial Completion date:
October 2019

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
\$1,000,000.00 - \$2,000,000.00 Aggregate
- .2 Automobile Liability
\$1,000,000.00 plus \$10,000,000.00 Umbrella
- .3 Workers' Compensation
\$500,000.00
- .4 Professional Liability
\$5,000,000.00 per claim, \$10,000,000.00 Aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

Init.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and

- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™–2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Architect	4.2. Below
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Owner	
§ 4.1.6 Building Information Modeling (E202™–2008)	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Architect	4.2. Below
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Owner	

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§ 4.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Architect	4.2. Below
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Architect	4.2. Below
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Architect	4.2. Below
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Owner	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.1.4 – Existing Facilities Survey – CTA will provide one site investigation trip under Basic Services to look at the existing building systems. If additional trips are required due to lack of existing building information, these efforts will be invoiced in addition to the Basic Services.

4.1.9 – Interior Design and Architectural Finishes shall be provided under Basic Services.

4.1.13 – Conformed Construction Documents – CTA will provide Conformed Documents, incorporating State, Local Addenda and bidding questions into Construction Documents as an Additional Service.

4.1.15 – As Constructed Record Drawings will be produced as an Additional Service.

4.1.20 – Telecommunications Data Design – CTA will coordinate the design of the Project Special Systems with Utility Company and Owner's Consultants as required.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 TWO (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 FIVE (05) visits to the site by the Architect over the duration of the Project during construction
- .3 TWO (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ONE (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within TWELVE (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor

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the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

(Paragraphs deleted)

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses. .

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

Init.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump Sum Fee of \$ 90,000.00 (Ninety Thousand Dollars) for the Basic Services of this project.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

4.1.20 – CTA will coordinate the Telecommunications Data Design as needed under basic services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Init.

To be negotiated at time of service.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus TEN percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	\$ 20,000	22	%)
Design Development Phase	\$ 20,000	22	%)
Construction Documents Phase	\$ 30,000	33	%)
Bidding or Negotiation Phase	\$ 3,500	4	%)
Construction Phase	\$ 16,500	19	%)
<hr/> Total Basic Compensation	<hr/> \$ 90,000.00	<hr/> 100	<hr/> %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

To be determined at time of service.

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 1.1 percent (10 %) of the expenses incurred.

Init.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall not be required to pay a licensing fee. Following termination, Owner shall indemnify and hold harmless Architect from any and all liability arising out of the use or modification of any design documents provided by Architect prior or subsequent to termination.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of ZERO (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid SIXTY (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5% per month.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT


§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement between Owner and Architect
- .2 Sketches showing Project Scope.


(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER


(Signature)
 JoAnn Casalez, Board Chairman

(Printed name and title)

ARCHITECT


(Signature)
 Tim Miller, Principal in Charge

(Printed name and title)

Init.



August 20, 2019

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

RE: Miscellaneous Assistance

Karen:

This letter is an agreement request for CTA to continue to assist Humboldt General Hospital with miscellaneous architectural and engineering services requested by the Hospital. Occasionally we are asked by Hospital staff or Mike Sheppard to provide assistance, professional advice, or documentation for various upgrades or small projects at the Hospital. We have been providing these services to the Hospital for the past several years and are happy to continue to give your facility any needed support. The design work we have been doing on the Urgent Care and Conference Room upgrades are examples of this type of work.

In the past, we have used this letter as the agreement for these services and have typically renewed this letter about every other year. CTA is requesting a renewal of our 2018 agreement for our recent efforts and our services for 2020. We will continue to invoice for these services on a time and materials basis, and any reimbursable costs incurred. We propose setting a limit of \$40,000 and will notify the Hospital if we are approaching this limit. Our invoices for these services will describe the service provided, who completed the work, and identify any reimbursable expenses (travel, printing, supplies). This will make it easy for the Hospital to understand our efforts provided under this agreement. Our billing code for this work will be HGHMISC_2020.

We really enjoy working with the Hospital and your staff and want to continue to provide any needed services. If you have any questions please do not hesitate to contact me at 208-577-5609.

Sincerely,

CTA ARCHITECTS ENGINEERS

A handwritten signature in black ink, appearing to read 'Tom Calla', written over a horizontal line.

Tom Calla, AIA
Architect

Accepted:

Date:

Karen Cole, CEO
Humboldt General Hospital

**Humboldt General Hospital
Board of Trustees Meeting
August 27, 2019
Agenda Item F.5**

Disposal of Airport Vehicle

Background Information

Humboldt General Hospital owns a 1991 Ford Explorer that has been kept at the airport, for several years, for the transportation of visiting specialists. This transportation is no longer needed and the costs to repair and maintain this vehicle far exceed its value. The vehicle was purchased in November 1990 for \$15,481. It is fully depreciated.

Recommendation

Approve the disposal of the 1991 Ford Explorer that is kept at the airport and is no longer required for public use.

Report to Board of Trustees

Pain Management Clinic

August 27, 2019

Request: Approval of proposal to enter into an Independent Contractor Agreement with Andrew C. Wesley, MD to provide a Pain Management Clinic at Humboldt General Hospital.

Background: Dr. Wesley completed his residency in Anesthesiology and Pain Management from UAB in Birmingham Alabama. His clinical experience includes expertise and comprehensive skills in the full spectrum of pain management treatment including (but not limited to): medication management, therapeutic spinal and peripheral nerve joint injections with imaging guidance; pain pumps; kyphoplasty, and the management and treatment of common musculoskeletal and sports medicine injuries and disorders. Dr. Wesley is currently the Director of Pain Management Services at the William Bee Ririe Hospital in Ely, Nevada where he has provided clinic services since 2015.

Plan: Dr. Wesley would begin his association with HGH by providing clinic services two days/month. HGH would provide office, supplies and support staff. HGH would provide a daily rate to Dr. Wesley; all billing and collection by HGH. As volume and schedule allow, clinic days may be increased by mutual agreement.

Financials: Pro forma Analysis of the Pain Management Clinic **attached**.

Agreement for Services: Attached.

Humboldt General Hospital
ProForma Analysis

Service Pain Management

2 days per month

3 cases per day
16% of Office Visits
12 Office visits per day

Additional Annual Patient Service Volumes	<u>Annual</u>
Surgical Cases	72
Ancillary Visits	43
Office Visits	288
Average OR Revenue per Case	\$ 4,000.00
Average Professional Fee per Case	\$ 1,000.00
Average Anesthesia Revenue per Case	\$ 1,000.00
Average Ancillary Revenue per Visits	\$ 350.00
Average Revenue per Office Visit	\$ 164.00

Patient Service Revenue	
Surgical Cases - Facility Fees	\$ 288,000.00
Surgical Cases - Professional Fees	\$ 72,000.00
Anesthesia Fees	\$ 72,000.00
Ancillary Services	\$ 15,120.00
Office Visits	\$ 47,232.00
Total Patient Service Revenue	\$ 494,352.00

Deductions from Revenue (Average of 48%)	<u>\$ 237,288.96</u>
Net Patient Service Revenue	<u>\$ 257,063.04</u>

Additional Direct Expenses	
Salaries & Wages	\$ 7,920.00
Employee Benefits (35%)	\$ 2,772.00
Professional Contract	\$ 120,000.00
Supplies	\$ 5,000.00
Other Direct	<u>\$ -</u>
Total Direct Expenses	\$ 135,692.00

Net Practice Income	\$ 121,371.04
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**AGREEMENT
FOR PHYSICIAN SERVICES**

THIS AGREEMENT, made and entered into effective the 22 day of August, 2019 (the "Effective Date") by and between:

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

PHYSICIAN: ANDREW C. WESELY, M.D.
10275 Copper Cloud Drive
Reno, Nevada 89511

RECITALS:

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

B. Physician is qualified and licensed to practice in the State of Nevada, with experience and capability in providing Practice Specialty physician services, and desires to provide to the District the services described in this Agreement.

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

1. **PHYSICIAN SERVICES.** Subject to the terms and conditions herein, Physician shall provide Practice Specialty services for a minimum of two (2) days each calendar month: (i) to patients utilizing the Clinic; (ii) to patients accepted under District Facilities' rules, regulations and policies; and, (iii) to patients admitted to the District Facilities or requiring Practice Specialty services in the Hospital's Emergency Room ("ER").

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

3. **COMPENSATION.** District shall pay Physician the sum of \$5,000.00 per day for providing Practice Specialty services pursuant to this Agreement. Compensation payments shall be made monthly within fifteen (15) days of receipt by District from Physician of a report of services provided and time expended to provide such services. For purposes of compensation

with this Agreement, the term "day" means an eight (8) hour period within any 24 hour period between 12:00 a.m. and 11:59 p.m.

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

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

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

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

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

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

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

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

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

d. License-Permit Maintenance. Physician will maintain the Nevada license to practice medicine, the DEA permit and Medicare and Medicaid practice eligibility in good standing,

without restriction or challenge.

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

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

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

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

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

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

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

l. Notice. Physician must notify District in writing within five (5) business days of receipt of notice of any investigation by or of Physician, or any claim or threatened claim against Physician based on services rendered by Physician pursuant to this Agreement, or any action that is threatened, initiated or taken against Physician by any person, entity, other health care facility provider or organization, which could result in: (i) loss, restriction or suspension of 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; or, (iii) loss of Physician's insurability for professional liability insurance.

8. BILLING / MEDICAL 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 at the District Facilities 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 at the District Facilities. Physician shall not waive or compromise any obligation, payment, deductible or copayment for any service rendered pursuant to this Agreement and shall promptly and accurately complete and sign all billing reports, diagnoses, certifications, and attestations necessary for the Hospital to bill and collect for professional services rendered at the District Facilities by Physician or under Physician's supervision pursuant to this Agreement. District shall retain all amounts received or collected for Physician's services at the District Facilities as District property. Physician shall not seek to bill or collect from any third party payor or any District Facilities patient in violation of this Agreement.

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

c. Compliance. Physician shall meet all legal and regulatory requirements and District's standards for medical record documentation and billing claims submission, including without limitation, accurate coding. Physician shall cooperate with District in all coding and compliance audits and reviews, including making all documents and records available for review on a timely basis, and participation in exit interviews and telephone conferences as requested. Physician shall participate in all internal coding, billing and documentation educational programs as directed by District and shall comply with any and all recommendations of District to improve documentation coding accuracy. In the event Physician is delinquent in the maintenance of medical records, District may withhold ten percent (10%) of the aggregate compensation then due Physician pending completion of all outstanding medical records. Upon completion of the outstanding records, the withheld compensation shall be released to Physician. Failure to complete the outstanding records will result in forfeiture to District of the withheld compensation.

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

a. Facilities. Office space at the District Facilities, which includes such amenities as are reasonably necessary, in the good faith opinion of the District, for providing Practice Specialty services, including access to a waiting room, reception area, examining room(s), restroom(s), personal office space, and patient parking. The facilities provided by the District are not leased or rented to Physician, and the right to occupy and use such facilities shall continue only while this Agreement is in effect and there is compliance with the terms and conditions hereof.

b. Equipment / Supplies / Utilities. Professional office equipment, supplies and utilities that are, in District's good faith opinion, reasonably necessary for providing Practice

Specialty services. The equipment, supplies and utilities are the property of District, and may be removed, replaced or encumbered in the sole discretion of District. District will consult with Physician concerning selection of equipment, supplies and utilities.

c. Ancillary Personnel. Ancillary support personnel reasonably necessary, in District's good faith opinion, for providing Practice Specialty services, including billing/collection personnel, transcription services, and an office manager. District provides appropriate opportunity for input from Physician, but retains the exclusive right to recruit, select, employ, schedule, evaluate, discipline, promote or terminate such support personnel and to set their compensation and duties. Physician may exercise general supervisory authority of ancillary support personnel while performing Practice Specialty services for the District.

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

10. DISTRICT 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 and the Hospital and Clinic policies and procedures relevant to professionals utilizing District Facilities, as amended from time to time. Nothing in this Agreement shall obligate the District to take favorable action on 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. Conflict. In the event of conflict between or among the terms and/or conditions of this Agreement, the medical staff bylaws, the medical staff rules and regulations, and the Hospital and Clinic policies and regulations, the terms and/or conditions of this Agreement shall control, and if this Agreement is silent on such terms and/or conditions, then the medical staff bylaws and the medical staff rules and regulations shall control, and if the bylaws, rules and regulations are silent on such terms and/or conditions, then the Hospital and Clinic policies and regulations shall control.

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

12. RECORDS.

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

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

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

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

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

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

Physician shall not discriminate against any patient, District employee or any other individual the Physician comes into contact with by reason of the services provided pursuant to

this Agreement because of race, color, religion, age, sex, sexual preference, national origin, veteran's status or disability (including AIDS and related conditions).

14. ADDITIONAL INSTRUMENTS. Physician shall, from time to time and as often as requested by District execute an addendum to this Agreement governing 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. Nothing contained in this Agreement or in any other agreement between the District and Physician will obligate either party to refer patients to the other party, or to the affiliated providers or facilities of either party.

19. INDEPENDENT JUDGEMENT. Nothing contained in this Agreement or in any other agreement between the District and Physician shall be interpreted to prescribe 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 services of Physician may be terminated as follows:

a. Without Cause. Prior to the end of the term, this Agreement may be terminated without cause by District or Physician upon service of a written notice of termination upon the other party. The termination shall become effective not sooner than thirty (30) days following

service of the notice of termination, unless another time is mutually agreed upon by the parties.

b. **Automatic.** This Agreement automatically terminates: (i) on the date Physician resigns, is removed or is otherwise no longer a member of the District Medical Staff; and, (ii) at the end of the term.

At the effective date of termination, all rights, duties and obligations of District and Physician under this Agreement shall terminate except: (i) District shall compensate Physician for services performed by the Physician for which compensation is due but has not been received; and, (ii) the records access and retention of files (section 12.a.), and the confidentiality provisions (section 12.b.), shall continue to bind the parties.

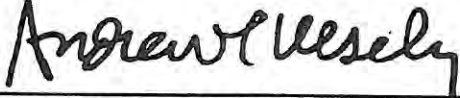
21. **GENERAL PROVISIONS.** The general provisions attached hereto as **Exhibit "A"** are made a part of this Agreement and are incorporated herein by reference.

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

DISTRICT:

PHYSICIAN:

Chairman Humboldt County
Hospital District Board of Trustees



Andrew C. Wesely, M.D.

EXHIBIT "A"
TO
AGREEMENT FOR PHYSICIAN SERVICES
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

O. INDEMNIFICATION. Physician shall indemnify, defend, and hold harmless District, its officers, officials, agents and employees from and against any and all liabilities, costs, damages, expenses, attorney litigation fees and costs of any nature arising out of or in connection with Physician's performance of Practice Specialty services, to the fullest extent allowable by law.

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

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

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

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

If, in the opinion of counsel for the District, changes in federal or state statutes or regulations, or court interpretations of statutes or regulations applicable to District, render this Agreement or any of its provisions illegal, or significantly impair or restrict District's entitlement to reimbursement for services rendered by Physician, the parties shall negotiate in good faith to eliminate the illegality or adverse reimbursement effects occasioned by such changes while maintaining the intended effect of this Agreement as nearly as possible. If the parties are unable to reach agreement or if, in the opinion of counsel for the District, it is not possible to eliminate the illegality or adverse reimbursement effects through mutual agreement, District may terminate this Agreement on fifteen (15) days written notice to Physician. In the event of termination under this section, the parties shall be relieved of all obligations each to the other pursuant to this Agreement from the date of termination, except as provided in section 20 herein.

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

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

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

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

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

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

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

Report to Board of Trustees

Pediatric Services

August 27, 2019

Pediatric Services

Since February 2019 HGH has been offering Pediatric Services to the community. An outpatient pediatric clinic has been available, and a pediatrician has been on call to cover pediatric consults and to cover the newborn nursery. Until August 5th, these services have been provided by locum pediatricians. Primarily three locum pediatricians (Dr. Bar, Dr. Brunelle and Dr. Galvis) have worked 10-day rotations to provide this care. Occasionally another locum pediatrician would rotate through to cover any times that were not covered by these three physicians.

Dr. Janhunen joined the staff of HGH as a full-time pediatrician on August 5th. Dr. Janhunen was raised in Winnemucca and comes to HGH after working in Elko for the past three years. So far, she has been very well received by the community and we are very happy to have her at HGH.

Call Coverage

Providing obstetrical services requires HGH to have NB nursery call coverage 24/7. The proposed call coverage is as follows:

- Dr. Janhunen, Pediatrician: 10 days/month maximum
- Dr. Thorp, Family Practice/OB: 7 days/month.
- Dr. Curtis, Family Practice/OB: 7 days/month minimum
- Dr. Galvis, Pediatrician and Dr. Patel, Pediatrician: 7 days per month maximum

Hiring Dr. Galvis and Dr. Patel as independent practitioners provides HGH the opportunity to save significantly on call coverage as shown below:

Pediatrician Call Coverage Analysis

Coverage provided by Agency		Coverage directly with Physician
\$ 2,134	Pediatric call coverage per 24 hours	\$ 1,650
7	Average # of days per month	7
\$ 14,938	Total average monthly call coverage	\$ 11,550
\$ 8,000	Average monthly travel expenses	\$ 3,015
\$ 22,938	Total average monthly cost	\$ 14,565
	One-time finder's fee (Dr. Galvis)	\$ 25,000
	Finder's fee would be recovered within 3 months	

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

MEMORANDUM

TO: Interim Administrator-CEO
FROM: Hospital District Legal Counsel *OKM*
DATE: August 22, 2019
RE: Galvis-Garcia / physician employment agreement

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

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

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

OKM/lp
Attachment

xc: Board Chairman (w/ attachment)

AGREEMENT
FOR PHYSICIAN SERVICES

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

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

PHYSICIAN: ALVARO E. GALVIS-GARCIA, M.D.
1951 N. Jones Blvd. N201
Las Vegas, Nevada 89108

RECITALS:

A. Humboldt County Hospital District ("District") operates Humboldt General Hospital ("Hospital"), an acute care medical facility with critical access designation, and the Hospital Clinic ("Clinic"), medical clinics offering the professional services of health care providers (collectively such facilities are sometimes referred to herein as the "District Facilities"), in Winnemucca, Humboldt County, Nevada, and has need for a licensed and qualified physician to provide pediatrics services (herein referred to as the "Practice Specialty") at the District Facilities to serve the interests of the District, the District patients and the residents of Humboldt County.

B. Alvaro E. Galvis-Garcia, M.D. ("Physician") is qualified and licensed to practice in the State of Nevada, with experience and capability in providing Practice Specialty physician services, and desires to provide to the District the services described in this Agreement.

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

1. PHYSICIAN SERVICES. Subject to the terms and conditions herein, Physician shall be available for and provide Practice Specialty services at the District Facilities on an as needed on-call basis as requested by District.

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

3. COMPENSATION-ALLOWANCES-REIMBURSEMENTS.

a. Services Payments. District shall pay Physician the sum of: (i) \$1,500.00 per day for business day call services and non-business day Clinic call services when the Clinic is scheduled to be open on a non-business day; and, (ii) \$1,000 per day for non-business day call services when the Clinic is not open. At the end of each calendar month Physician shall provide to District a record of the services provided by Physician during that month. The services payment shall be made within fifteen (15) days of receipt by District from Physician of the report of services provided. For purposes of the compensation, allowances and reimbursements of this Agreement,

the term "day" means any twenty-four (24) hour period between 12:00 a.m. and 11:59 p.m.

b. Lodging. On the day(s) Physician is providing Practice Specialty services, District shall make available to Physician at no charge lodging facilities owned or leased by District and, in the absence thereof, District shall pay for or reimburse Physician for the reasonable cost of lodging facilities.

c. Meals. On the day(s) Physician is providing Practice Specialty services, Physician shall receive at no cost three (3) meals per day at the District facilities in-house cafeteria.

d. Expenses. District shall pay for or reimburse Physician for reasonable and customary costs and expenses, as determined by the District in collaboration with Physician, incurred for commercial carrier travel, airline travel, vehicle rental, and mileage at \$0.20 per mile for rented vehicle use for traveling to and from Physician's place of permanent residence to provide Practice Specialty services. The allowed costs and expenses do not include payment or reimbursement for personal expenses of Physician or any expenses of Physician's family members.

e. Payment Requests. When payment or reimbursement authorized by this section must be requested by Physician, the Physician must make a timely (not more than thirty (30) days after the expense was incurred) request for such payment or reimbursement and District will process the payment request and make payment of approved expenses within fifteen (15) days of receipt of the request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

l. Notice. Physician must notify District in writing within five (5) business days of receipt of notice of any investigation by or of Physician, or any claim or threatened claim against Physician based on services rendered by Physician pursuant to this Agreement, or any action that is threatened, initiated or taken against Physician by any person, entity, other health care facility provider or organization, which could result in: (i) loss, restriction or suspension of 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; or, (iii) loss of Physician's insurability for professional liability insurance.

8. BILLING / MEDICAL 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 at the District Facilities 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 at the District Facilities. Physician shall not waive or compromise any obligation, payment, deductible or copayment for any service rendered pursuant to this Agreement and shall promptly and accurately complete and sign all billing reports, diagnoses, certifications, and attestations necessary for the Hospital to bill and collect for professional services rendered at the District Facilities by Physician or under Physician's supervision pursuant to this Agreement. District shall retain all amounts received or collected for Physician's services at the District Facilities as District property. Physician shall not seek to bill or collect from any third party payor or any District Facilities patient in violation of this Agreement.

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

c. Compliance. Physician shall meet all legal and regulatory requirements and District's standards for medical record documentation and billing claims submission, including without limitation, accurate coding. Physician shall cooperate with District in all coding and compliance audits and reviews, including making all documents and records available for review on a timely basis, and participation in exit interviews and telephone conferences as requested. Physician shall participate in all internal coding, billing and documentation educational programs as directed by District and shall comply with any and all recommendations of District to improve documentation coding accuracy. In the event Physician is delinquent in the maintenance of

medical records, District may withhold ten percent (10%) of the aggregate compensation then due Physician pending completion of all outstanding medical records. Upon completion of the outstanding records, the withheld compensation shall be released to Physician. Failure to complete the outstanding records will result in forfeiture to District of the withheld compensation.

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

a. Facilities. Office space at the District Facilities, which includes such amenities as are reasonably necessary, in the good faith opinion of the District, for providing Practice Specialty services, including access to a waiting room, reception area, examining room(s), restroom(s), personal office space, and patient parking. The facilities provided by the District are not leased or rented to Physician, and the right to occupy and use such facilities shall continue only while this Agreement is in effect and there is compliance with the terms and conditions hereof.

b. Equipment / Supplies / Utilities. Professional office equipment, supplies and utilities that are, in District's good faith opinion, reasonably necessary for providing Practice Specialty services. The equipment, supplies and utilities are the property of District, and may be removed, replaced or encumbered in the sole discretion of District. District will consult with Physician concerning selection of equipment, supplies and utilities.

c. Ancillary Personnel. Ancillary support personnel reasonably necessary, in District's good faith opinion, for providing Practice Specialty services, including billing/collection personnel, transcription services, and an office manager. District provides appropriate opportunity for input from Physician, but retains the exclusive right to recruit, select, employ, schedule, evaluate, discipline, promote or terminate such support personnel and to set their compensation and duties. Physician may exercise general supervisory authority of ancillary support personnel while performing Practice Specialty services for the District.

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

10. DISTRICT 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 and the Hospital and Clinic policies and procedures relevant to professionals utilizing District Facilities, as amended from time to time. Nothing in this Agreement shall obligate the District to take favorable action on 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. Conflict. In the event of conflict between or among the terms and/or conditions of this Agreement, the medical staff bylaws, the medical staff rules and regulations, and the Hospital and Clinic policies and regulations, the terms and/or conditions of this Agreement shall control, and if this Agreement is silent on such terms and/or conditions, then the medical staff bylaws and the medical staff rules and regulations shall control, and if the bylaws, rules and regulations are silent on such terms and/or conditions, then the Hospital and Clinic policies and regulations shall control.

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

12. RECORDS.

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

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

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

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

b. Confidentiality. Physician shall maintain the confidentiality of all patient care information and of all District and Hospital business and financial data, patient lists, and other trade secrets and confidences. Physician shall follow appropriate procedures to ensure that

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

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

Physician shall not discriminate against any patient, District employee or any other individual the Physician comes into contact with by reason of the services provided pursuant to this Agreement because of race, color, religion, age, sex, sexual preference, national origin, veteran's status or disability (including AIDS and related conditions).

14. ADDITIONAL INSTRUMENTS. Physician shall, from time to time and as often as requested by District execute an addendum to this Agreement governing 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. Nothing contained in this Agreement or in any other agreement between the District and Physician will obligate either party to refer patients to the other party, or to the affiliated providers or facilities of either party.

19. INDEPENDENT JUDGEMENT. Nothing contained in this Agreement or in any other agreement between the District and Physician shall be interpreted to prescribe 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 services of Physician may be terminated as follows:

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

b. Automatic. This Agreement automatically terminates: (i) on the date Physician resigns, is removed or is otherwise no longer a member of the District Medical Staff; and, (ii) at the end of the term.

At the effective date of termination, all rights, duties and obligations of District and Physician under this Agreement shall terminate except: (i) District shall compensate Physician for services performed by the Physician for which compensation is due but has not been received; and, (ii) the records access and retention of files (section 12.a.), and the confidentiality provisions (section 12.b.), shall continue to bind the parties.

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

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

DISTRICT:

PHYSICIAN:

Chairman Humboldt County
Hospital District Board of Trustees

Alvaro E. Galvis-Garcia, M.D.

EXHIBIT "A"
TO
AGREEMENT FOR PHYSICIAN SERVICES
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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Administrator, then upon the written request of Physician submitted to the Administrator on or before the expiration of five (5) working days after the decision is rendered, the dispute will be submitted to a committee (less than a quorum) appointed by the Board Chairman of the District's Board of Trustees for resolution. The decision of the District's Board of Trustees is final.

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

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

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

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

O. INDEMNIFICATION. Physician shall indemnify, defend, and hold harmless District, its officers, officials, agents and employees from and against any and all liabilities, costs, damages, expenses, attorney litigation fees and costs of any nature arising out of or in connection with Physician's performance of Practice Specialty services, to the fullest extent allowable by law.

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

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

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

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

If, in the opinion of counsel for the District, changes in federal or state statutes or regulations, or court interpretations of statutes or regulations applicable to District, render this Agreement or any of its provisions illegal, or significantly impair or restrict District's entitlement to reimbursement for services rendered by Physician, the parties shall negotiate in good faith to eliminate the illegality or adverse reimbursement effects occasioned by such changes while maintaining the intended effect of this Agreement as nearly as possible. If the parties are unable to reach agreement or if, in the opinion of counsel for the District, it is not possible to eliminate the illegality or adverse reimbursement effects through mutual agreement, District may terminate this Agreement on fifteen (15) days written notice to Physician. In the event of termination under this section, the parties shall be relieved of all obligations each to the other pursuant to this Agreement from the date of termination, except as provided in section 20 herein.

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

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

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

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

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

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

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

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

MEMORANDUM

TO: Interim Administrator-CEO
FROM: Hospital District Legal Counsel *OKM*
DATE: August 22, 2019
RE: Patel / physician employment agreement

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

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

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

OKM/lp
Attachment

xc: Board Chairman (w/ attachment)

**AGREEMENT
FOR PHYSICIAN SERVICES**

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

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

PHYSICIAN: BEJAL D. PATEL, M.D.
1675 Scott Valley Road
Reno, Nevada 89523

RECITALS:

A. Humboldt County Hospital District ("District") operates Humboldt General Hospital ("Hospital"), an acute care medical facility with critical access designation, and the Hospital Clinic ("Clinic"), medical clinics offering the professional services of health care providers (collectively such facilities are sometimes referred to herein as the "District Facilities"), in Winnemucca, Humboldt County, Nevada, and has need for a licensed and qualified physician to provide pediatrics services (herein referred to as the "Practice Specialty") at the District Facilities to serve the interests of the District, the District patients and the residents of Humboldt County.

B. Bejal D. Patel, M.D. ("Physician") is qualified and licensed to practice in the State of Nevada, with experience and capability in providing Practice Specialty physician services, and desires to provide to the District the services described in this Agreement.

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

1. PHYSICIAN SERVICES. Subject to the terms and conditions herein, Physician shall be available for and provide Practice Specialty services at the District Facilities on an as needed on-call basis as requested by District.

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

3. COMPENSATION-ALLOWANCES-REIMBURSEMENTS.

a. Services Payments. District shall pay Physician the sum of \$1,800.00 per day for call services. At the end of each calendar month Physician shall provide to District a record of the services provided by Physician during that month. The services payment shall be made within fifteen (15) days of receipt by District from Physician of the report of services provided. For purposes of the compensation, allowances and reimbursements of this Agreement, the term "day" means any twenty-four (24) hour period between 12:00 a.m. and 11:59 p.m.

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b. **Lodging.** District shall make available to Physician at no charge lodging facilities owned or leased by District and, in the absence thereof, District shall pay for or reimburse Physician for the reasonable cost of lodging facilities on the day(s) Physician is providing Practice Specialty services.

c. **Meals.** District shall pay Physician the sum of \$55 per day for meals for each day Physician provides call services.

d. **Vehicle Expense.** District shall reimburse Physician at the IRS mileage reimbursement rate then in effect for use of Physician's personal vehicle for traveling to and from Physician's place of permanent residence to provide Practice Specialty services.

e. **Payment Requests.** When payment or reimbursement authorized by this section must be requested by Physician, the Physician must make a timely (not more than thirty (30) days after the expense was incurred) request for such payment or reimbursement and District will process the payment request and make payment of approved expenses within fifteen (15) days of receipt of the request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. **Notice.** Physician must notify District in writing within five (5) business days of receipt of notice of any investigation by or of Physician, or any claim or threatened claim against Physician based on services rendered by Physician pursuant to this Agreement, or any action that is threatened, initiated or taken against Physician by any person, entity, other health care facility provider or organization, which could result in: (i) loss, restriction or suspension of 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; or, (iii) loss of Physician's insurability for professional liability insurance.

8. BILLING / MEDICAL 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 at the District Facilities 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 at the District Facilities. Physician shall not waive or compromise any obligation, payment, deductible or copayment for any service rendered pursuant to this Agreement and shall promptly and accurately complete and sign all billing reports, diagnoses, certifications, and attestations necessary for the Hospital to bill and collect for professional services rendered at the District Facilities by Physician or under Physician's supervision pursuant to this Agreement. District shall retain all amounts received or collected for Physician's services at the District Facilities as District property. Physician shall not seek to bill or collect from any third party payer or any District Facilities patient in violation of this Agreement.

b. **Medical Records.** Physician shall create and maintain accurate, complete, readable and timely records of all care rendered at the District Facilities. The records must be kept and maintained in the District provided EHR (Electronic Health Records) system in the format approved by the District. The records shall be and remain the property of the District. Patient records shall not be removed from the District Facilities without District's written consent. For purposes of this Agreement, "timely" means: (i) within two (2) business days after services are rendered, for written diagnosis notes, indication of procedures performed notes, indication of level of care notes, outpatient notes and progress notes; (ii) within one (1) business day of receipt and review, for lab results and radiology results; and, (iii) within four (4) business days, for completion of history and physicals upon admission and for completion of discharge summaries upon discharge.

c. **Compliance.** Physician shall meet all legal and regulatory requirements and District's standards for medical record documentation and billing claims submission, including without limitation, accurate coding. Physician shall cooperate with District in all coding and compliance audits and reviews, including making all documents and records available for review on a timely basis, and participation in exit interviews and telephone conferences as requested. Physician shall participate in all internal coding, billing and documentation educational programs as directed by District and shall comply with any and all recommendations of District to improve documentation coding accuracy. In the event Physician is delinquent in the maintenance of medical records, District may withhold ten percent (10%) of the aggregate compensation then due Physician pending completion of all outstanding medical records. Upon completion of the outstanding records, the withheld compensation shall be released to Physician. Failure to complete the outstanding records will result in forfeiture to District of the withheld compensation.

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

a. **Facilities.** Office space at the District Facilities, which includes such amenities as are reasonably necessary, in the good faith opinion of the District, for providing Practice Specialty services, including access to a waiting room, reception area, examining room(s), restroom(s), personal office space, and patient parking. The facilities provided by the District are not leased or rented to Physician, and the right to occupy and use such facilities shall continue only while this Agreement is in effect and there is compliance with the terms and conditions hereof.

b. **Equipment / Supplies / Utilities.** Professional office equipment, supplies and utilities that are, in District's good faith opinion, reasonably necessary for providing Practice Specialty services. The equipment, supplies and utilities are the property of District, and may be removed, replaced or encumbered in the sole discretion of District. District will consult with Physician concerning selection of equipment, supplies and utilities.

c. **Ancillary Personnel.** Ancillary support personnel reasonably necessary, in District's good faith opinion, for providing Practice Specialty services, including billing/collection personnel, transcription services, and an office manager. District provides appropriate opportunity for input from Physician, but retains the exclusive right to recruit, select, employ, schedule, evaluate, discipline, promote or terminate such support personnel and to set their compensation and duties. Physician may exercise general supervisory authority of ancillary support personnel while performing Practice Specialty services for the District.

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

10. **DISTRICT 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 and the Hospital and Clinic policies and procedures relevant to professionals utilizing District Facilities, as amended from time to time. Nothing in this Agreement shall obligate the District to take favorable action on 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. **Conflict.** In the event of conflict between or among the terms and/or conditions of this Agreement, the medical staff bylaws, the medical staff rules and regulations, and the

Hospital and Clinic policies and regulations, the terms and/or conditions of this Agreement shall control, and if this Agreement is silent on such terms and/or conditions, then the medical staff bylaws and the medical staff rules and regulations shall control, and if the bylaws, rules and regulations are silent on such terms and/or conditions, then the Hospital and Clinic policies and regulations shall control.

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

12. RECORDS.

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

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

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

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

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

under any obligation to refrain from divulging such information.

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

Physician shall not discriminate against any patient, District employee or any other individual the Physician comes into contact with by reason of the services provided pursuant to this Agreement because of race, color, religion, age, sex, sexual preference, national origin, veteran's status or disability (including AIDS and related conditions).

14. ADDITIONAL INSTRUMENTS. Physician shall, from time to time and as often as requested by District execute an addendum to this Agreement governing 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. Nothing contained in this Agreement or in any other agreement between the District and Physician will obligate either party to refer patients to the other party, or to the affiliated providers or facilities of either party.

19. INDEPENDENT JUDGEMENT. Nothing contained in this Agreement or in any other agreement between the District and Physician shall be interpreted to prescribe 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 services of Physician may be terminated as follows:

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

b. Automatic. This Agreement automatically terminates: (i) on the date Physician resigns, is removed or is otherwise no longer a member of the District Medical Staff; and, (ii) at the end of the term.

At the effective date of termination, all rights, duties and obligations of District and Physician under this Agreement shall terminate except: (i) District shall compensate Physician for services performed by the Physician for which compensation is due but has not been received; and, (ii) the records access and retention of files (section 12.a.), and the confidentiality provisions (section 12.b.), shall continue to bind the parties.

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

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

DISTRICT:

PHYSICIAN:

Chairman Humboldt County
Hospital District Board of Trustees

Bejal D. Patel, M.D.

EXHIBIT "A"
TO
AGREEMENT FOR PHYSICIAN SERVICES
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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Administrator, then upon the written request of Physician submitted to the Administrator on or before the expiration of five (5) working days after the decision is rendered, the dispute will be submitted to a committee (less than a quorum) appointed by the Board Chairman of the District's Board of Trustees for resolution. The decision of the District's Board of Trustees is final.

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

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

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

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

O. INDEMNIFICATION. Physician shall indemnify, defend, and hold harmless District, its officers, officials, agents and employees from and against any and all liabilities, costs, damages, expenses, attorney litigation fees and costs of any nature arising out of or in connection with Physician's performance of Practice Specialty services, to the fullest extent allowable by law.

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

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

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

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

If, in the opinion of counsel for the District, changes in federal or state statutes or regulations, or court interpretations of statutes or regulations applicable to District, render this Agreement or any of its provisions illegal, or significantly impair or restrict District's entitlement to reimbursement for services rendered by Physician, the parties shall negotiate in good faith to eliminate the illegality or adverse reimbursement effects occasioned by such changes while maintaining the intended effect of this Agreement as nearly as possible. If the parties are unable to reach agreement or if, in the opinion of counsel for the District, it is not possible to eliminate the illegality or adverse reimbursement effects through mutual agreement, District may terminate this Agreement on fifteen (15) days written notice to Physician. In the event of termination under this section, the parties shall be relieved of all obligations each to the other pursuant to this Agreement from the date of termination, except as provided in section 20 herein.

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

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

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

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

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

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

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

AGREEMENT
FOR PHYSICIAN SERVICES

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

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

PHYSICIAN: CHARLES A. STRINGHAM, M.D.
50 East Haskell Street, Suite A
Winnemucca, Nevada 89445

RECITALS:

A. Humboldt County Hospital District ("District") operates Humboldt General Hospital ("Hospital"), an acute care medical facility with critical access designation, Harmony Manor ("Harmony Manor"), a long-term skilled nursing medical facility, Quail Corner Life Enrichment Community ("Quail Corner"), a memory care long-term skilled nursing medical facility, and the Hospital Clinic ("Clinic"), medical clinics offering the professional services of health care providers (collectively such facilities are sometimes referred to herein as the "District Facilities"), in Winnemucca, Humboldt County, Nevada, and has need for a licensed and qualified physician to provide supervision and collaboration services for District employed mid-level providers (physician assistants and advanced practice registered nurses) offering services at the District Facilities.

B. Charles A. Stringham, M.D. ("Physician") is qualified and licensed to practice in the State of Nevada, with experience and capability in providing mid-level provider supervision and collaboration services and desires to provide such services as described in this Agreement.

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

1. PHYSICIAN SERVICES. Subject to the terms and conditions herein, Physician shall be available for and provide medical supervision and collaboration services for District employed mid-level providers offering health care services at the District Facilities. The Physician services include observation of, review of and collaboration on the mid-level provider's medical practices and delivery of health care services, patient medical chart preparation and practice management. It is anticipated the Physician will provide a minimum of five (5) hours of supervision and collaboration services per provider per month for up to three (3) mid-level providers; however, Physician shall devote as much time as is necessary to perform the services required by this Agreement.

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

3. COMPENSATION. District shall pay Physician for the performance of the services authorized by this Agreement at the rate of \$150 per hour based upon the actual time expended for such services. The hourly fee rate is multiplied by the time spent on matters measured in tenths of an hour to determine the compensation. At the end of each calendar month Physician shall provide to District a record with a brief description of the services and the actual time expended by Physician to provide the services for that month. The compensation payment shall be made within fifteen (15) days of receipt by District from Physician of the report of services provided and time expended to provide such services.

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

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

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

5. EXPENSES. Physician is responsible for payment of all expenses incurred by Physician in connection with Physician's private business operations, including providing services pursuant to this Agreement and the practice of medicine, such as fees, salaries, benefits, insurance, licensing costs, professional association dues, continuing education programs and conferences, and medical equipment and supplies, unless otherwise provided or authorized by this Agreement.

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

7. PHYSICIAN WARRANTIES. Physician represents, warrants and agrees during the term of this Agreement:

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

b. **Policies.** Physician is, or will be, familiar with and shall be subject to, comply with, and abide by the policies, procedures, rules, regulations, guidelines, protocols, and requirements

of the District insofar as they are applicable to contract physicians, and the bylaws, rules and regulations of the District's medical staff, as amended from time to time.

c. **Audits.** Physician will cooperate with the implementation of any corrective action recommended as a result of internal and external audits conducted by the District to promote regulatory compliance.

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

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

f. **Medical Staff-Privileges.** Physician will maintain in good standing appointment to the professional medical staff of District and clinical privileges.

g. **Notice.** Physician must notify District in writing within five (5) business days of receipt of notice of any investigation by or of Physician, or any claim or threatened claim against Physician based on services rendered by Physician pursuant to this Agreement, or any action that is threatened, initiated or taken against Physician by any person, entity, other health care facility provider or organization, which could result in: (i) loss, restriction or suspension of Physician's license to practice medicine in the State of Nevada; and, (ii) loss of Physician's insurability for professional liability insurance.

9. DISTRICT PROVIDED FACILITIES-SERVICES.

a. **Facilities / Equipment / Supplies / Utilities / Ancillary Personnel.** The services provided by Physician do not require office space, professional office equipment, supplies, utilities or ancillary support personnel; however, to the extent such facilities or services are, in the District's good faith opinion, reasonably necessary for conducting the Physician services provided pursuant to this Agreement, such facilities and services will be provided at District expense.

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

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10. DISTRICT 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 and the Hospital and Clinic policies and procedures relevant to professionals utilizing District Facilities, as amended from time to time. Nothing in this Agreement shall obligate the District to take favorable action on 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. Conflict. In the event of conflict between or among the terms and/or conditions of this Agreement, the medical staff bylaws, the medical staff rules and regulations, and the Hospital and Clinic policies and regulations, the terms and/or conditions of this Agreement shall control, and if this Agreement is silent on such terms and/or conditions, then the medical staff bylaws and the medical staff rules and regulations shall control, and if the bylaws, rules and regulations are silent on such terms and/or conditions, then the Hospital and Clinic policies and regulations shall control.

11. PERSONNEL POLICIES. Physician shall abide by District personnel policies applicable to District employees and employee contractual commitments, and shall provide services pursuant to this Agreement in a manner consistent with District employees' rights under such personnel policies.

12. RECORDS.

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

(i) Access. If this Agreement is or becomes subject to any law relating to verification of contract costs under medicare, medicaid or any other law relating to reimbursement for professional medical services, the above noted entities and their representatives shall have access to Physician's books, documents and records for services provided pursuant to this Agreement ("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. The Physician's work product and records related to services provided pursuant to this Agreement are and shall 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.

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

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

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

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 developments that may affect the manner in which services are provided and/or the services that Physician or District may choose to provide.

16. 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.

17. NO REFERRALS. Nothing contained in this Agreement or in any other agreement between the District and Physician will obligate either party to refer patients to the other party, or

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to the affiliated providers or facilities of either party.

18. INDEPENDENT JUDGEMENT. Nothing contained in this Agreement or in any other agreement between the District and Physician shall be interpreted to prescribe Physician's method or manner of providing the services contemplated by this Agreement, or to influence the exercise of independent judgement of Physician.

19. TERMINATION. This Agreement and the services of Physician may be terminated as follows:

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

b. Automatic. This Agreement automatically terminates on the date Physician resigns, is removed or is otherwise no longer a member of the District Medical Staff.

At the effective date of termination, all rights, duties and obligations of District and Physician under this Agreement shall terminate except: (i) District shall compensate Physician for services performed by the Physician for which compensation is due but has not been received; and, (ii) the records access and retention of files (section 12.a.), and the confidentiality provisions (section 12.b.), shall continue to bind the parties.

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

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

DISTRICT:

PHYSICIAN:

Chairman Humboldt County
Hospital District Board of Trustees

Charles A. Stringham , M.D.

EXHIBIT "A"
TO
AGREEMENT FOR PHYSICIAN SERVICES
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

J. DISPUTE RESOLUTION. Any controversy, claim or dispute relating to this Agreement or Physician services concerning a non medical issue shall be the subject of informal discussions between Physician and the Hospital Physician Services Director. If no agreement can be reached between Physician and Physician Services Director, the decision of the Physician Services Director may be referred to the Administrator for a decision. Any questions or disagreements concerning standards of professional practice or the medical aspects of the services furnished by Physician shall be referred to a peer or peer group (up to three (3) persons) of qualified medical professionals selected by the Physician and the Administrator, which peer or peer group will recommend a resolution of the matter to the Administrator. If Physician is dissatisfied in either case with the decision of the

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Administrator, then upon the written request of Physician submitted to the Administrator on or before the expiration of five (5) working days after the decision is rendered, the dispute will be submitted to a committee (less than a quorum) appointed by the Board Chairman of the District's Board of Trustees for resolution. The decision of the District's Board of Trustees is final.

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

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

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

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

O. INDEMNIFICATION. Physician shall indemnify, defend, and hold harmless District, its officers, officials, agents and employees from and against any and all liabilities, costs, damages, expenses, attorney litigation fees and costs of any nature arising out of or in connection with negligent or intentional acts of Physician performing services pursuant to this Agreement, to the fullest extent allowable by law.

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

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

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

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

If, in the opinion of counsel for the District, changes in federal or state statutes or regulations, or court interpretations of statutes or regulations applicable to District, render this Agreement or any of its provisions illegal, or significantly impair or restrict District's entitlement to reimbursement for services rendered by Physician, the parties shall negotiate in good faith to eliminate the illegality or adverse reimbursement effects occasioned by such changes while maintaining the intended effect of this Agreement as nearly as possible. If the parties are unable to reach agreement or if, in the opinion of counsel for the District, it is not possible to eliminate the illegality or adverse reimbursement effects through mutual agreement, District may terminate this Agreement on fifteen (15) days written notice to Physician. In the event of termination under this section, the parties shall be relieved of all obligations each to the other pursuant to this Agreement from the date of termination, except as provided in section 20 herein.

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

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

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

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

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

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

Z. 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.

Report to Board of Trustees

August 27, 2019

Sleep Medicine Services

Request: Approval of proposal to enter into an agreement with Sleep Medicine, Inc. to provide Sleep Medicine Services at Humboldt General Hospital.

Background: Sleep Medicine Associates (SMA) is a Nevada based company which provides sleep medicine related services to Nevada's rural hospitals. Services provided include sleep medicine program feasibility evaluations, physical facility planning, equipment specification and installation, staffing, operational management relating to the business, technical and professional needs of sleep disorders programs.

SMA specializes in partnering with Nevada rural hospitals to provide state-of-the-art sleep medicine services to the rural populations they serve. By leveraging currently available technology, patients have access to board certified sleep medicine professionals and the same quality of care for their sleep problem as is available from any urban based program. Since early 2011, SMA noted that an increasing number of patients from Winnemucca were being referred to sleep disorders programs in Reno/Sparks, Elko and Fallon

SMA has since been involved in producing patient educational materials, establishing an accredited technician training program to serve the western states and has recently completed the successful accreditation all its hospital partner sleep disorders programs with the American Academy of Sleep Medicine (AASM).

Generally, the hospital would provide space, housekeeping and dietary to meet the basic physical facility needs of the program. SMA as an independent contractor would provide equipment and personnel required for the daily management and operational activities of the sleep disorders program including credentialed sleep specialists to provide specialty consults, sleep disorders testing, sleep study interpretations and to assist with patient management.

SMA would:

1. Assist Hospital in evaluating its facilities for possible lab location sites
2. Assist with installation, testing and calibration of sleep testing equipment.
3. Provide sleep program policies, procedures, forms and protocols to reflect the Hospital based program in agreement with Hospital's standards and meeting AASM standards.
4. Provide sleep program policies, procedures and protocols to reflect the Hospital based program in agreement with Hospital's standards and meeting AASM standards.
5. Provide daytime phone and referral handling including obtaining insurance verifications/authorizations, scheduling, report distribution to referring offices.
6. Provide SMA's employed and trained personnel to conduct valid, full PSG sleep recordings.
7. Provide SMA's secure, HIPAA compliant electronic information transfer system to facilitate prompt scoring and interpretation of sleep studies and for use by hospital billing personnel to conveniently access sleep disorder patient information and records.
8. Provide technical personnel familiar with monitoring equipment utilized and patient monitoring procedures.

Humboldt General Hospital
ProForma Analysis

Service Sleep Disorders Program

Additional Patient Service Volumes	<u>Sleep Disorders Program</u>	
Projected annual sleep studies	131	
Average Revenue per Study	\$ 3,000.00	
Patient Service Revenue		
Total Sleep Study Revenue	\$ 393,000.00	
Deductions from Revenue (Average of 37%)	<u>\$ 145,410.00</u>	Lower from organization average due to higher non-govt payers
Net Patient Service Revenue	<u>\$ 247,590.00</u>	
Additional Direct Expenses		
Professional Contract	\$ 173,313.00	
Supplies	\$ -	
Other Direct	<u>\$ -</u>	
Total Direct Expenses	\$ 173,313.00	
Net Practice Income	\$ 74,277.00	

AGREEMENT

This Agreement is made this ___ day of August 2019 by and between Humboldt County Hospital District, a Nevada special district (hereinafter referred to as the "District"), and Sleep Medicine Associates, Inc., a Nevada corporation registered in the state of Utah (hereinafter referred to as "Contractor"), with its principal office at 389 N 100W, Cedar City, UT 84721.

WHEREAS, the District is the owner and operator of Humboldt General Hospital ("Hospital"), an acute care medical facility with critical access designation, and the Hospital Walk-in Clinic ("Walk-in Clinic") and Resident Clinic ("Resident Clinic"), medical clinics offering the professional services of health care providers (collectively such facilities are sometimes referred to herein as the "District Facilities"), in Winnemucca, Humboldt County, Nevada; and

WHEREAS, the District wishes to contract for the operation and management of a sleep diagnostic laboratory at the District Facilities; and

WHEREAS, the Contractor is a corporation specializing in the operation and management of sleep diagnostic laboratories and has in its employ individuals professionally skilled and competent to provide such services; and

WHEREAS, the parties desire to enter into an Agreement for the delivery of such management services to the District;

NOW, THEREFORE, in consideration of the mutual covenants and conditions of this Agreement, the parties agree as follows:

I. WORKING FACILITIES:

The District shall make adequate provisions for the proper functioning of the sleep disorders medicine program by providing suitable space, furnishings, housekeeping and laundry, dietary, and other basic services and utilities as are mutually agreed to be adequate to meet the needs of the sleep laboratory and patient clinic visits including:

- Control room phone with dial out capability.
- Provide dedicated local fax number for fax referrals and local phone number (which is answered on a dedicated line at Contractor's call center office) for sleep study scheduling.
- Internet access at lab site with minimum 10Mb download and 1Mb upload capability for telemed, quality assurance efforts, study data replication and equipment/software troubleshooting and maintenance.

II. PROVISION OF EQUIPMENT AND SERVICES:

A. The Contractor agrees to employ and provide the services of as many qualified individuals as are reasonably required to fulfill the duties specified in this Agreement. Such services shall be provided in accordance with standards of the District and the American Academy of Sleep Medicine (AASM).

B. The Contractor, acting through its employees or subcontractors, shall be responsible for the set up and daily operation of the Sleep Diagnostic Laboratory to include but not limited to the following:

- Provide, install and troubleshoot all PSG recording and collection equipment including computers, software, titration equipment and other ancillary devices and sensors.
- Provide supplies required for conducting sleep study evaluations.
- Hire, train, compensate and inservice polysomnographic technologist(s).
- Provide scoring, data analysis and QA/QI for studies performed.
- Provide professional interpretation of sleep study data by credentialed sleep specialist.
- Provide and monitor study data replication, sharing, file maintenance and archiving in compliance with HIPAA regulations.
- Provide and maintain local and wide area computer communications network between Sleep Laboratory, Contractor, Sleep Specialist, and Districts billing site.
- Provide scheduling of patients for sleep testing and make weekly patient testing schedules available to District.
- Obtain and document insurance verifications/authorizations and provide patient demographic and charge information to District's designated biller upon confirmation of valid study data.

- Assist with obtaining and maintaining sleep lab specific accreditation status with the AASM.
- Assist with development of marketing plan and promotional materials for the Sleep Medicine Program.

C. The District will provide appropriate orientation for Contractor's employee(s) similar to that provided to its own employees including District Emergency Procedures and Infection Control and allow contractor's employees to participate in any educational courses offered by District.

D. District will provide any vaccinations or TB testing required by District for Contractor's employees.

E. The District and Contractor shall jointly agree on the designation of a medical director and/or any sleep medicine program professional staff. The parties agree that the District will allow the sleep medicine program professional staff to bill their own professional services; specifically, patient evaluation and management visits and sleep study interpretations. The Medical Director will fulfill the duties and responsibilities outlined in a Medical Director Position Description jointly approved by the District and the Contractor.

F. The District shall have the right to require that the Contractor provide services under this Agreement through employees who are acceptable to the District. In the event the District determines that an employee is no longer acceptable due to the employee's violation of the District's code of conduct, principles of behavior and/or policies and procedure, the District shall notify the Contractor of its dissatisfaction with the employee's services and the Contractor shall terminate the provision of services of the identified employee.

III. WORKING RELATIONSHIP:

A. District will use its best efforts to promote awareness of District's sleep disorders program with its Medical Staff.

B. District will make available the District's Facilities laboratory and other diagnostic and testing services to Patients seen by the Contractor.

C. Contractor will assist with Districts efforts to conduct open houses, conferences, educational sessions, or other promotional efforts. District will provide the necessary conference areas and supply food items and/or beverages similar to that which would be provided for other similar functions sponsored by the District.

D. District will include the Sleep Medicine Program on Districts website and any other future District publication listing services.

E. If the Contractor is required by the District to relocate its space, the new space and location must be acceptable to the Contractor. The new space will be prepared for the Contractor at Districts expense and will be comparable to the current space, and the District will use best efforts to ensure that Contractor suffers minimal or no down time due to the relocation which in any case shall not exceed two (2) weeks.

F. Nothing contained in this Agreement or in any other agreement between the District and Contractor will obligate either party to refer patients to the other party, or to the providers or facilities of either party.

G. Nothing contained in this Agreement or in any other agreement between the District and Contractor shall be interpreted to prescribe Contractor's method or manner of providing the sleep diagnostic laboratory services or delivery of patient services or to influence the exercise of Contractor's independent judgment. Contract's treatment and diagnosis of patients must be consistent with any rules and regulations promulgated by District dealing with the general treatment of patients.

IV. ACKNOWLEDGEMENT OF INDEPENDENT CONTRACTOR STATUS:

A. Contractor and its employees, in the performance of all work, duties and obligations, are at all times acting and performing as independent contractors in providing services related to the management and operation of the sleep disorders program. No relationship of employment, partnership, joint venture or agency is created or intended to be created by this Agreement and Contractor shall have no claim under this Agreement against the District for vacation pay, sick leave, retirement benefits, social security, workers compensation, health, disability or unemployment insurance benefits or employee benefits of any kind.

B. Contractor reserves to itself the exclusive right to designate the hours, duties and work assignments of its employees, and District shall neither have nor exercise any control or direction over the employees relating to services provided under this Agreement.

C. Individuals rendering services on behalf of the Contractor pursuant to this Agreement shall be employees of Contractor or subcontracted by Contractor to provide such services. Contractor shall (i) pay or cause to be paid all compensation and fringe benefits of such persons, (ii) withhold or cause to be withheld all applicable Federal, State and local taxes including F.I.C.A., (iii) make or cause to be made any and all required payments relating to such employees, including any unemployment compensation fund payments; and (iv) maintain or cause to be maintained worker's compensation fund insurance, as required by law.

D. Contractor agrees to obtain from its employees written acknowledgement that such persons rendering services for the Contractor are not employees of the District, and, accordingly, are not eligible to participate in any fringe benefit programs, receive any sickness or health insurance benefits or receive any pension or similar benefits accorded to employees of the District.

V. EXCLUSIVE ARRANGEMENT FOR SERVICE:

District hereby grants the Contractor the exclusive right, during the term of this Agreement, to provide sleep medicine program services required by the District. Nothing contained in this Agreement shall be interpreted to prevent the District and the Contractor from entering into an agreement to jointly establish additional sleep disorder programs or laboratories. The specific terms and conditions under which such additional sleep disorder programs or laboratories will be operated will be contained in a separate agreement and no such negotiations shall be deemed to constitute a reopening of this Agreement.

VI. COMPENSATION:

A. All revenue resulting from the Contractor's services at District facilities will belong and is assigned to the District. Contractor 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 the Contractor's provided services at the District Facilities pursuant to this Agreement. The District will do all billing for technical services provided. District will compensate Contractor on a monthly basis an amount equal to seventy percent (70%) of collected sleep disorder testing services net revenue. Revenues shall be deemed to include all funds received for services under the scope of this agreement that are rendered after effective date of this Agreement and beginning with the testing of the first clinical patient by the Contractor. Collected net revenue shall be determined by the sum of payor specific actual cash collections for each patient. Contractor shall not waive or compromise any obligation, payment, deductible or co-payment for any service rendered pursuant to this Agreement and shall promptly and accurately complete and sign all billing reports, diagnosis, certifications and attestations necessary for the District to bill and collect for services rendered at the District Facilities by Contractor or under Contractor's supervision pursuant to this Agreement.

B. The District will provide to Contractor within 10 days of the end of the most recently completed month, a listing by patient identifying the total amount collected for each account during the most recently completed month and will remit payment to Contractor no later than the 20th of each month.

VII. INDEMNIFICATION:

A. The Contractor shall indemnify, defend and hold harmless the District and its directors, officers and employees from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs and expenses, including, but not limited to, attorney fees and interest, which any of them at any time sustain or incur by reason of any negligent or wrongful act or omission to act of the Contractor, its employees or agents or by reason of any negligent or wrongful act or omission to act of any District employee, student or trainee which may occur in the immediate presence of any employee of Contractor who is or was at the time of such negligent or wrongful act or omission to act, supervising or directing such District employee, student or trainee and (i) which was done in compliance with the directions of the employee of Contractor, or (ii) which could have been prevented or corrected had the employee of Contractor exercised due diligence.

B. The District agrees to indemnify, defend and hold harmless the Contractor or any employee of Contractor from and against any and all claims, actions, causes of action, demands, liabilities, losses, damages, costs and expenses, including, but not limited to, attorney fees and interest, which any of them may at any time sustain or incur by reason of any negligent or wrongful act or omission to act of any Agreement

District employee, student or trainee, other than negligent or wrongful acts or omission to act (i) which were done in compliance with the directions of the employee of Contractor, or (ii) which could have been prevented or corrected had the employee of Contractor exercised due diligence.

C. The Contractor and the District agree that each party shall be responsible for the costs of any defense of any and all claims, costs, actions, causes of action, losses or expenses, including reasonable attorney fees attributable to the acts or omissions of that party or its employees. At such time as a determination is made of the obligation, if any, of one party to the other party pursuant to the indemnification provisions of this Agreement, as set forth in Sections A and B above, the responsible party shall then reimburse the other party for any and all damages, if any, and costs, including reasonable attorney fees, which arose as a result of that particular claim.

The determination of the obligation of indemnification shall be by: (a) either party's admission of the obligation for indemnification of the other; (b) a judicial determination of the obligation in a court of competent jurisdiction; (c) a determination of a third party mutually selected and agreed upon by the parties; or, (d) such method of determination as is mutually agreed upon by the parties in writing.

VIII. GENERAL LIABILITY INSURANCE:

The Contractor shall procure and maintain in effect during the term of this Agreement, liability insurance coverage under the terms and conditions of an insurance contract covering all of Contractor's employees and operations. Such general liability insurance shall be provided in the amount of \$1,000,000 for each occurrence and \$2,000,000 in the annual aggregate. The Contractor and the District agree that each party shall name the other party as additional insureds for losses arising from acts or omissions of either party. The Contractor shall provide the District with a Certificate of Insurance evidencing said insurance coverage annually or for a duration which shall be concurrent with the term of this Agreement. Further, the Contractor shall report the termination or change of the insurance policy required hereunder to the District.

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IX. NOTIFICATION OF CLAIMS:

The Contractor and the District shall promptly notify each other of any knowledge concerning any occurrence which may result in a claim against either of them with respect to services rendered by the Contractor. The District and the Contractor shall cooperate fully with each other whenever any claim is filed against either of them with respect to the services rendered on behalf of the Contractor pursuant to the Agreement.

X. ASSIGNMENT OF RIGHTS:

Neither the Contractor nor the District may assign any of its rights, powers, duties and obligations under this Agreement without the receipt or the prior written consent of the other. Such consent will not be unreasonably withheld.

XI. TERM AND TERMINATION OF AGREEMENT:

Initial Term and Renewal. The initial term of this Agreement shall commence on the date Contractor performs the first clinical patient sleep disorders study, and except as otherwise provided, shall expire twenty-four (24) months thereafter. This agreement shall automatically renew for a period of twelve (12) months and shall continue the same terms and conditions as existed during the initial term unless either party gives written notice of its desire to negotiate a Successor Agreement or of its desire to allow termination at the end of a term not less than sixty (60) days prior to the end of each term. This Agreement may be terminated prior to its expiration date as follows:

A. The parties may mutually agree to terminate at any time.

B. Either party may terminate this Agreement at any time for cause. For the purposes of this Agreement, the term "cause" shall mean any material breach of the terms and conditions of this Agreement. The termination notice will specify the cause for the termination. Upon receipt of the notice of breach, the party receiving the notice shall have thirty (30) days in which to cure the breach. In the event the breach is not cured, the Agreement shall terminate on the thirty-first (31st) day following the giving of the termination notice.

C. District and Contractor acknowledge that the financial viability of the sleep medicine program relies upon an adequate number of patient referrals from District staff and adequate reimbursement from the various payers. Contractor reserves the right to terminate this Agreement after 6 months should the sleep medicine program prove financial unfeasible due to either or both of these factors. In such circumstance, Contractor shall provide thirty (30) day notice to Hospital and any remaining scheduled services at time of notice shall be completed by Contractor prior to terminating services.

Nothing contained in this document shall be interpreted so as to prohibit the parties from discussing the extension of the terms of this Agreement or a Successor Agreement during its term. Such discussions shall not constitute waiver of any of the parties rights established in this Agreement.

D. Should either party not desire to negotiate a Successor Agreement or not desire to have an automatic renewal at the end of a term, sixty (60) day advance written notice will be provided to the other party. The termination notice will specify the date upon which the Agreement shall terminate.

XII. NOTICE:

Any notice required to be given pursuant to the provisions of this Agreement shall be in writing and shall be sent by Certified Mail to the parties at their respective business addresses as indicated below:

If to District:

Humboldt General Hospital
118 East Haskell Street
Winnemucca, NV 89445

Attention: Karen Cole or current CEO

If to Contractor:

Sleep Medicine Associates, Inc.
P.O. 692
Cedar City, UT 84721

Attention: John Freeman or current CEO

XIII. CONFIDENTIALITY AND DISCLOSURE OF RECORDS:

Contractor shall treat all patient medical records as confidential and shall comply with all applicable federal and state confidentiality laws.

XIV. GENERAL PROVISIONS:

A. Any controversy, claim or dispute relating to this Agreement or Contractor services shall be the subject of informal discussions between the District's Chief Executive Officer and the Contractor President. If no agreement can be reached between the Chief Executive Officer and President, the matter may be referred 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 committee is final. If the Contractor or a majority of the entire District board of trustees disagrees with the committee decision, then either party may exercise any remedy authorized by law.

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

C. If any term, covenant, condition and provision hereof is illegal, or the application thereof to any person or in any circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement, of the application of such term, covenant, condition and provision to persons or in circumstances other than those with respect to which it is held invalid or enforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

D. This Agreement shall be enforceable only by the parties hereto and their successors and assigns and no other person shall have the right to enforce any of the provisions contained herein and 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.

E. 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.

F. Contractor consents to and allows District to initiate electronic communications (whether by email, facsimile, or other mode) to Contractor and to respond to electronic communications from Contractor 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. Contractor 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.

G. In the performance of services pursuant to this Agreement, there shall be compliance by District and Contractor with all applicable laws, regulations and rules, and Contractor 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.

H. 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.

I. 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.

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

K. 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.

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

M. 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.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement

“DISTRICT”

BY:

Karen Cole
Chief Executive Officer
Humboldt County Hospital District

Witness

Date

“CONTRACTOR”

By:

John W. Freeman
President
Sleep Medicine Associates, Inc.

Witness

Date

Emergency Power

Humboldt General Hospital
Board of Trustees Meeting
28 Aug 2019
Agenda item: F11

Executive Summary – Emergency Power

Request

To expend \$17,708 from FY2020 capital budget funds to purchase 2 generators and associated equipment to provide emergency power to the Emergency Operations Center (IT Classroom) and the Communications Center.

2 x Cummins 20KW, 200 amp service, natural gas powered units. Wiring and natural gas plumbing included in price.

Rationale

Requested locations provide critical services but are not currently covered by existing emergency power systems.

Most cost effective way to provide emergency power and prevent disruption of services.

Funds planned for expenditure in FY20 capital budget.

Recommendation

Approve purchase.

Point of Contact: Duane Grannis, Maintenance Director

- Air Compressors
- Chain Saws
- Electric Generators
- Lawn Mowers
- Leaf Blowers
- Pressure Washers
- Snow Blowers
- Sump Pumps
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Cummins RS20AC - 20kW Quiet Connect™ Series Home Standby Generator System (200A Service Disconnect)



[Click to Enlarge Image](#)



Our Price

Shipping Info

Model: A054X497

RECOMMENDED

A

★★★★★ (6)

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\$4,500.00

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LP Fuel Consumption @ 100% Load	
Rated Amps	75 (NG) & 83.3 (LPV) Amps
Decibel Rating @ 7m	65
Hour Meter	Yes
Voltage Meter	Yes
Transfer Switch	Automatic (Included)
Transfer Switch Amperage	200-Amps
Enclosure	Aluminum
Battery	Not Included
Circuit Breaker Size	100 Amps
A/C Ton Rating	5-Tons
Transfer Switch Style	Service Disconnect
ATS Load Prioritizing	Built-In
ATS Service Disconnect	Yes
Cooling System	Air Cooled
UL Listed	Yes
Grade Type	Emergency

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★★★★★ (51)

Generac Guardian 22kW Standby Generator System (200A Service...

\$5,047.00



★★★★★ (26)

Kohler 20RESCL-200SELS 20kW Composite Standby Generator System...

\$5,108.00



★★★★★ (5)

Generac Guardian? 20kW Standby Generator System (200A Service...

\$4,847.00



★★★★★ (12)

Briggs & Stratton 12kW Standby Generator System (Steel) (200A...

\$3,349.00

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Shop for the Cummins RS20AC - 20kW Quiet Connect™ Series Home Standby Generator System (200A Service Disconnect) at Electric Generators Direct. Research standby generators air-cooled generator online. Find A054X497 standby generators air-cooled generator & Cummins C20N6HC RS20AC features and specifications. Get the best deal, compare prices now. Buy the A054X497 direct and save.

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- Preferred Customers
- Preferred Installers

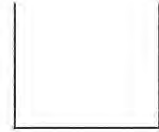
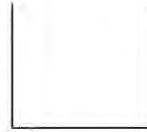
PRODUCT SUPPORT

- Manuals
- New Products
- Parts
- Recommendations
- Service Centers
- Technical Support



20,000
Rated Watts

120/240
Single-Phase



Features

Cummins Quiet Connect™ Series 20kW Air-Cooled Standby Generator Package

- + New for 2017 with improved design, exercise modes, load management & monitoring

Includes 200-Amp Service Entrance Rated Automatic Transfer Switch

- + Installs between main meter & service panel for faster & less costly installation

Weather Protective Aluminum/Steel Sound Enclosure

- + Can be installed* within 18" of a build (NFPA 37) - Always check local building codes
- + Sound dampening engineering limits noise level to a low 65dB(A) @ 7M

999cc Cummins Air-Cooled V-Twin OHV Engine

- + Field-selectable, runs on ultra efficient natural gas or LP (vapor)
- + Designed to operate down to 0 F; Cold weather accessories available for colder climates

< 5% THD (Total Harmonic Distortion)

- + Clean power that won't damage your electronic devices

Patented "Crank Only" Exercise Mode

- + Provides diagnostics without running engine for less wear and lower fuel costs
- + Allows user to select time, date and frequency of exercise

Load Management Capability (Requires Load Management Kit - Sold Separately)

- + Maximizes generator power by intelligently managing up to 2 electrical loads

Cummins Connect Cloud For Remote Monitoring

- + Monitor, exercise and manually run the generator
- + Use your computer, tablet or phone for maximum monitoring flexibility

Cold Weather Equipped

- + Operates in cold weather with performance down to 0 °F
- + Cold weather accessories allow for even colder operation (Sold Separately)

Standard 5-Year / 2,000 Hour Limited Warranty

Specifications

Engine

Engine Brand	Cummins Onan
Starting System	12v Auto Start
CC	999 CC
Engine RPM	3600 RPM
Low Oil Alert/Shutdown	Yes

Overview

Made in USA	Yes
Weight	540 Pounds
Product Style	Standby Generator
Product Length	34.1 Inches
Product Width	36.0 Inches
Product Height	27.3 Inches
Consumer Warranty	5 Years
UPC	690781005266
Additional Model Numbers	C20N6HC, A054X497

Product Specs

Voltage	120/240 Single-Phase
Frequency	60 Hertz
Alternator	Brush
Auto Voltage Regulation	Yes
Surge Watts	20000 Watts
Rated Watts	20000 Watts
Fuel Type	LP/Natural Gas
NG Power Capacity	18000 Watts
LP Power Capacity	20000 Watts
NG Fuel Consumption @ 50% Load	205 ft³/hr
NG Fuel Consumption @ 100% Load	300 ft³/hr
LP Fuel Consumption @ 50% Load	1.9 gallons/hr
	3.2 gallons/hr

Gamma Electric

P.O. Box 1147
610 Sheehan Street
Winnemucca, Nevada 89446

Proposal

Date 7/10/2019

Name / Address
Humboldt General Hospital 118 East Haskell Street Winnemucca, Nevada 89445

Phone: 775-623-4573
Fax: 775-623-4581

Project

Description	Qty	U/M	Rate	Total
<p>Gamma Electric would like to thank you for the opportunity to provide you with this proposal per your request and our discussion for: IT Building</p> <p>All materials and labor for a complete electrical connection from generator to transfer switch and from transfer switch to existing panel.</p> <p>Exclusions: 1. Permits or inspection fees. 2. Temporary power or lighting. 3. Any cost incurred by Utility Companies. 4. Concrete Work, Trenching, backfill or compaction. 5. Placement of Generator on pad. 6. Gas Piping or Final Connection. 7. Generator or Transfer Switch.</p>			1,714.00	1,714.00

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Total	\$1,714.00
--------------	------------

Payment to be made as follows: 50% due upon acceptance and 50% due upon completion

ACCEPTANCE OF ESTIMATE - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

Gamma Electric

P.O. Box 1147
 610 Sheehan Street
 Winnemucca, Nevada 89446

Proposal

Date 7/10/2019

Name / Address
Humboldt General Hospital 118 East Haskell Street Winnemucca, Nevada 89445

Phone: 775-623-4573
 Fax: 775-623-4581

Project

Description	Qty	U/M	Rate	Total
Gamma Electric would like to thank you for the opportunity to provide you with this proposal per your request and our discussion for: West Campus Building All materials and labor for a complete electrical connect from new main breaker in switch gear to transfer switch and transfer switch to new Rain Tite 100A 1 phase 120/240V Load Center. Reroute lighting and branch circuits to new emergency load center Exclusions: 1. Permits or inspection fees. 2. Temporary power or lighting. 3. Any cost incurred by Utility Companies. 4. Trenching, backfill or compaction. 5. Concrete work. 6. Gas Piping work.			4,739.00	4,739.00

Total	\$4,739.00
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Note: This proposal may be withdrawn by us if not accepted within 30 days.

Payment to be made as follows: 50% due upon acceptance and 50% due upon completion

ACCEPTANCE OF ESTIMATE - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ **Date** _____

T.L. SNYDER ENTERPRISES

49 Pacific Ave
Winnemucca, NV 89445 US
775-623-6706
tlsnyder123@att.net

Estimate

ADDRESS

HUMBOLDT GENERAL
HOSPITAL
118 E HASKELL ST
WINNEMUCCA, NV 89445

ESTIMATE # 1004

DATE 07/22/2019

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/22/2019	Plumber	ESTIMATE TO PROVIDE MATERIALS, AND LABOR TO PLUMB GAS PIPING TO TWO INDIVIDUAL 300,000 BTU (MAX LOAD) STAND BY GENERATORS. ONE LOCATE AT COMMUNICATIONS, AND ONE AT CLINIC.	1	1,440.00	1,440.00
07/22/2019	ASST'D 4" SDR PIPE & FTGS	ASST'D S/S TRAC PIPE, METER FLANGES, BRASS GAS CONNECTORS, MH FLEX CONNECTORS, SUPPORTING, ETC...	1	515.00	515.00T
07/22/2019	Permit	CITY / COUNTY BLDG PERMIT			0.00

SUBTOTAL	1,955.00
TAX (0%)	0.00
TOTAL	\$1,955.00

Accepted By

Accepted Date



Public Employees Retirement System of Nevada
693 W. Nye Lane, Carson City, NV 89703 (775) 687-4200 Fax (775) 687-5131
5740 S. Eastern Ave. Suite 120, Las Vegas, NV 89119 (702) 486-3900 Fax (702) 678-6934
Toll Free 1-866-473-7768 Website: www.nvpers.org Email: nvpers@nvpers.org

Critical Need Position Designation Form

Reemployment of a retired public employee pursuant to NRS 286.523 is limited to positions of extreme need. An employer who desires to employ a retired public employee to fill a position for which there is a critical labor shortage must make the determination of reemployment based upon appropriate and necessary delivery of services to the public. The critical need designation must be made by the designating authority of the agency in an open meeting. The designated authority shall not designate a position for more than 2 years. To be redesignated, the designating authority must consider and make new findings in an open public meeting as to whether the position continues to meet the criteria established by law. PERS will compile the forms received from each designating authority and provide a biennial report to the Interim Retirement and Benefits Committee (IRBC) of the Legislature.

Agency Contact: _____ Agency Phone: _____

Agency Name: _____

Critical Need Position Title: _____

Effective Date of Critical Need Designation: _____

In an open meeting the designating authority shall make findings based upon the below criteria that supports the designation using this form provided by PERS. Before making a designation, the designating authority shall consider all efforts made by the public employer to fill the position through other means. The written findings to be made by the designating authority must include:

History of the rate of turnover for the position: _____

Number of openings for the position and the number of qualified candidates for those openings after all other efforts of recruitment have been exhausted: _____

Length of time the position has been vacant: _____

Difficulty in filling the position due to special circumstances, including special education or experience required for the position: _____

History and success of the efforts to recruit for the position, including advertising, out-of-state recruitment and all other efforts made (include copies of advertising or electronic recruitment notices, specifying targeted geographic areas): _____